LIBER 96 PAGE 1

SAMUEL SCHENKER, ATTORNEY NAMED IN MORTGAGE	*	EQUITY NO. 11,535
	*	IN THE
VS.	*	CIRCUIT COURT
HARRY ALBERT DUNSHEE AND GERTRUDE L. DUNSHEE, HIS WIFE	*	FOR
	*	ANNE ARUNDEL
	*	COUNTY

******

ORDER TO DOCKET MORTGAGE

MR CLERK:

Please docket this mortgage foreclosure case with the attached mortgage as Exhibit A.

Samuel Schenker
Samuel Schenker,
Attorney named in Mortgage

SAMUEL SCHENKER
ATTORNEY AT LAW
160 SOUTH STREET
ANNAPOLIS, MARYLAND

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Filed: 20 Oct 1955

LIBER 96 PAGE 2
LIBER 938 PAGE 200

No. 11,535 Equity

PURCHASE MONEY

This Mortgage, Made this 16th day of June, 1955, in the year nineteen hundred and Fifty-five, by and between Harry Albert Dunshee and Gertrude L. Dunshee, his wife,

Mortgagors of Anne Arundel County in the State of Maryland, of the first part, and Harvey A. Muller, Jr., and Jeanne B. Muller, his wife,

Mortgagees, of the second part, of Anne Arundel County, Maryland.

Whereas, the said Mortgagors have borrowed the sum of Eight thousand($8,000.00), and in order to secure the aforesaid sum at Five (5%) percent, per annum, payable Sixty three dollars and twenty seven ($63.27) cents per month, to include accrued interst, the first of said payments to be made on the 16th day of July, 1955, provided that the mortgagors shall not assign this Mortgage without the consent of the mortgagees and further provided that this Mortgage shall mature within fifteen(15) years from date.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagors do grant and convey unto the said Mortgagees, their heirs and assigns, in fee simple, all those lots or parcel of ground situate and lying in Anne Arundel County, aforesaid, and described as follows:

All those two lots of ground situate and lying in the Sixth Election District, formerly the Second Election District of Anne Arundel County, and being designated as Lots No's 263 and 264, on the Plat of Truxton Heights, which plat is recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod A-5, Plat 13(formerly recorded in Plat Book F. S. R. 4, folio 28).

Being the same property conveyed to the said Harry Albert Dunshee and Gertrude L. Dunshee, his wife, by Harvey A. Muller, Jr., and Jeanne B. Muller, his wife, by Deed of even date and recorded or intended to be recorded immediately prior hereto.

Exhibit A
Filed: 20 Oct. 1955

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of Harvey A. Muller Jr. and Jeanne B. Muller, his wife, themselves, their heirs and assigns, forever.

PROVIDED, that if the said Mortgagors, themselves

their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Eight thousand($8,000.00) ----------Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

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

charges, mortgage debt and interest, the said Mortgagors, themselves, forthemselves, their heirs, personal reprensentatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part of either of them, at any time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagees, themselves, their personal representatives or assigns, or Samuel Schenker their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notice as by the said Mortgagee s their personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of One hundred($100.00)---dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee s, themselves, their, personal representatives and assigns under this Mortgage, whether the same shall have been matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors, themselves their, personal representatives or assigns, or to whoever may be entitled to the same

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

AND the said Mortgagors for themselves, their, personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee s, their personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Eight ($8,000.00) thousand ---------- Dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagee s, their personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee s, their personal representatives and assigns.

WITNESS the hand s and seal s of the said Mortgagor s

TEST:

Samuel Schenker
SAMUEL SCHENKER.

Harry Albert Dunshee (SEAL)
Harry Albert Dunshee

Gertrude L. Dunshee (SEAL)
Gertrude L. Dunshee

(SEAL)

(SEAL)

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STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT: LIBER 96 PAGE 5

I Hereby Certify that on this 16th day of June 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 Harry Albert Dunshee and Gertrude L. Dunshee, his wife, the Mortgagors named in the aforegoing Mortgage and they acknowledged that aforegoing Mortgage to be their act. At the same time also appeared Harvey A. Muller, Jr., and Jeanne B. Muller, his wife,

and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

Witness My Hand and Notarial Seal,

Ellen F. Vermillion,
Notary Public

Recorded: June 21, 1955 at 11.15 A.M.

MORTGAGE

FROM

HARRY ALBERT DUNSHEE AND GERTRUDE L. DUNSHEE, HIS WIFE,

TO

HARVEY A. MULLER, JR. AND JEANNE B. MULLER, HIS WIFE,

BLOCK NO.

Received for Record June 21, 1955, at 11.15 o'clock A.M. Same day recorded in Liber 96 No. 238 Folio 200 &c., one of the Land Records of A.A. Co. examined per JOHN H. HOPKINS, 3rd Clerk

Cost of Record, $ 6.25

SAMUEL SCHENKER
Attorney-at-Law
ANNAPOLIS, MD.

SAMUEL SCHENKER, ATTORNEY NAMED IN MORTGAGE	*	EQUITY NO. 11535
	*	IN THE
VS.	*	CIRCUIT COURT
HARRY ALBERT DUNSHEE AND GERTRUDE L. DUNSHEE, HIS WIFE	*	FOR
	*	ANNE ARUNDEL COUNTY

****

MORTGAGE FORECLOSURE STATEMENT

Original Mortgage	$8,000.00
Interest to October, 15,1955	133.33
Total	$8,133.33
Credit	63.27
Amount due as of October 20, 1955	$8,070.06

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

on this 10th day of November, 1955,
I hereby certify that Samuel Schenker, Attorney named in Mortgage from Harry Albert Dunshee and Gertrude L. Dunshee, his wife, 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

SAMUEL SCHENKER
ATTORNEY AT LAW
150 SOUTH STREET
ANNAPOLIS, MARYLAND

Filed: 10 Nov. 1955

LIBER 96 PAGE 7

Bond No. C 307549 Equity No. 11,535

OLD COLONY INSURANCE COMPANY

BOSTON, MASSACHUSETTS

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Samuel Schenker, Annapolis, Maryland, as Principal, and OLD COLONY INSURANCE COMPANY, a corporation of the State of Massachusetts, as Surety, are held and firmly bound unto State of Maryland, in the full and just sum of NINE THOUSAND AND 00/100 DOLLARS ($9,000.00), current money, to be paid to the said State of Maryland, or its certain attorney; to which payment well and truly to be made and done, we bind ourselves, and each of us, our and each of our heirs, successors and assigns, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 31st day of October in the year of our Lord one thousand nine hundred and fifty-five.

WHEREAS, by virtue of a power of sale contained in a mortgage from Harry Albert Dunshee and Gertrude L. Dunshee, his wife, to Harvey A. Muller, Jr. and Jeanne B. Muller, his wife, dated the 16th day of June, 1955 and recorded among the Land Records of Anne Arundel County, Maryland in Liber JHH 938, Folio 200, default having occurred thereunder, the above bounden Samuel Schenker will offer for sale by public auction at the Court House located on Church Circle, Annapolis, Anne Arundel County, Maryland, on the 15th day of November, 1955, the property described in said Mortgage and designated as lots 263 and 264 on plat of Truxton Heights, Annapolis, Anne Arundel County, Maryland, being the same property that was conveyed to the said Harry Albert Dunshee and Gertrude L. Dunshee, his wife, to Harvey A. Muller, Jr. and Jeanne B. Muller, his wife, by deed dated June 16, 1955 and recorded among the Land Records of Anne Arundel County in Liber JHH 938, Folio 198. The improvements being described as a one-story frame house, consisting of two bedrooms, living room dinette combination, kitchen and basement, also an oil hot air heater.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH:

THAT if the above bounden

L 12270-1000-11-49 Printed in U. S. A.

Filed: 10 Nov. 1955

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Samuel Schenker do and shall well and faithfully perform the trust reposed in him by said power of sale contained in the Mortgage described above, then the foregoing obligation to be void; otherwise to be and remain in full force and virtue in law.

TEST:

Witness
C. G. Cromwell

Samuel Schenker (SEAL)

Witness
C. G. Cromwell

OLD COLONY INSURANCE COMPANY

D. M. Gamble (SEAL)

D. M. Gamble, Attorney-in-Fact

Bond approved this 10th day of November. 1955

George T. Cromwell,
Clerk.

SAMUEL SCHENKER
Attorney At Law
150 South Street
Annapolis, Maryland

Mortgage Sale

Property located in the Sixth Election District of Anne Arundel County, State of Maryland, on Boxwood Road, Truxton Heights, Annapolis, Maryland.

Under and by virtue of the power of sale contained in a mortgage from Harry Albert Dunshee and Gertrude L. Dunshee, his wife, to Harvey A. Muller, Jr. and Jeanne B. Muller, his wife, dated this 16th day of June, 1955, and recorded among the Land Records of Anne Arundel County, in Liber J. H. H. 938 folio 200, (default having occurred thereunder) the undersigned Attorney Named in Mortgage will offer for sale by public auction, at the Court House, located on Church Circle, Anne Arundel County, Annapolis, Maryland.

TUESDAY, NOVEMBER 15, 1955,
AT 10:30 A. M.

the property described in said Mortgage, situate, lying and being in the Sixth Election District (formerly known as the Second Election District) of Anne Arundel County, and designated as lots 263 and 264 on plat of Truxton Heights which plat is recorded among the Plat Records of Anne Arundel County in Cabinet I Rod A-5, Plat 13, (formerly recorded in Plat Book F. S. R. 4 folio 28.

Being the same property that was conveyed to the said Harry Albert Dunshee and Gertrude L. Dunshee, his wife, to Harvey A. Muller, Jr., and Jeanne B. Muller, his wife, by deed dated June 16th, 1955, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 938 folio 198.

IMPROVEMENTS: One Story Frame House, consisting of Two bedrooms, living room dinette combination, kitchen and basement, also an oil hot air heater.

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.

SAMUEL SCHENKER,
Attorney named in Mortgage.
ROBERT CAMPBELL, Auctioneer.

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LIBER 96 PAGE 9

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 15, 1955

We hereby certify, that the annexed Mortgage Sale

Harry Albert Dunshee

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 15th day of November, 1955. The first insertion being made the 24th day of October, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Filed 17 Nov., 1955

ROBERT H. CAMP[illegible]LL - - - - - - - - - Auctioneer

SAMUEL SCHENKER
Attorney at Law
150 South Street
Annapolis, Maryland

MORTGAGE SALE

PROPERTY LOCATED IN THE SIXTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, STATE OF MARYLAND, ON BOXWOOD ROAD, TRUXTON HEIGHTS, ANNAPOLIS, MARYLAND

Under and by virtue of the power of sale contained in a mortgage from Harry Albert Dunshee and Gertrude L. Dunshee, his wife, to Harvey A. Muller, Jr. and Jeanne B. Muller, his wife, dated this 16th day of June, 1955, and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. 938, folio 200, (default having occurred thereunder) the undersigned Attorney Named in Mortgage will offer for sale by public auction, at the Court House located on Church Circle, Anne Arundel County, Annapolis, Maryland.

Tuesday, Nov. 15, 1955

AT 10.30 A.M.

the property described in said Mortgage, situate, lying and being in the Sixth Election District (formerly known as the Second Election District) of Anne Arundel County, and designated as lots 263 and 264 on plat of Truxton Heights, which plat is recorded among the Plat Records of Anne Arundel County in Cabinet I Rod A-5, Plat 13, (formerly recorded in Plat Book F.S.R. 4 folio 28.

Being the same property that was conveyed to the said Harry Albert Dunshee and Gertrude L. Dunshee, his wife, to Harvey A. Muller, Jr., and Jeanne B. Muller, his wife, by deed dated June 16th, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 938 folio 198.

IMPROVEMENTS: One Story Frame House, consisting of Two bedrooms, living room dinette combination, kitchen and basement, also an oil hot air heater.

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.

SAMUEL SCHENKER,
Attorney named in Mortgage

Filed 17 Nov, 1955

SAMUEL SCHENKER, ATTORNEY NAMED IN MORTGAGE

VS.

HARRY ALBERT DUNSHEE AND GERTRUDE L. DUNSHEE, HIS WIFE

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

EQUITY NO. 17535

****

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 15th day of November, 1955, sold the property described on the handbill at and for the sum of $5000.00, to Mr. & Mrs. Harvey A. Muller, Jr., being at that figure the highest bidder therefor, and I further certify that the sale was fairly made.

Robert H. Campbell
Auctioneer

We hereby certify that we have on this 15th day of November, 1955, purchased the property described in the handbill from Samuel Schenker, Attorney named in Mortgage, at and for the sum of $5,000.00, and hereby agree to comply with the terms of the sale as set forth in the handbill.

TEST:

Samuel Schenker

Janice B. Muller

Harvey A. Muller Jr.

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Filed 17 Nov., 1955.

SAMUEL SCHENKER, ATTORNED NAMED IN MORTGAGE	*	IN THE
	*	
	*	CIRCUIT COURT
VS.	*	
	*	FOR
	*	
HARRY ALBERT DUNSHEE AND GERTRUDE L. DUNSHEE, HIS WIFE	*	ANNE ARUNDEL COUNTY
	*	EQUITY NO. 11535
	*	

****

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Samuel Schenker, Attorney named in Mortgage, of property known as Boxwood Road, Truxton Heights, Annapolis, Maryland, in the proceeding 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 November 15, 1955, at 10:30 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 situated in the City of Annapolis, Maryland, and described as follows:

Situate, lying and being in the Sixth Election District (formerly known as the Second Election District) of Anne Arundel County, and designated as lots 263 and 264 on plat of Truxton Heights, which plat is recorded among the Plat Records of Anne Arundel County in Cabinet 1 Rod A-5, Plat 13, (formerly recorded in Plat Book F.S.R. 4 folio 28.

Being the same property that was conveyed to the said Harry

SAMUEL SCHENKER
ATTORNEY AT LAW
150 SOUTH STREET
ANNAPOLIS, MARYLAND

Filed 17 Nov., 1955

Albert Dunshee and Gertrude L. Dunshee, his wife, by Harvey A Muller, Jr., and Jeanne B. Muller, his wife, by deed dated June 16th, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 938 folio 198.

Said property being sold to Mr.&Mrs. Harvey A. Muller, Jr. for the sum of five thousand dollars ($5000.00) 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.

Samuel Schenker

Samuel Schenker, Attorney
named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 15th day of November, 1955, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared Samuel Schenker, Attorney named in Mortgage, 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

LIBER 96 PAGE 14

ORDER NISI

Samuel Schenker, Attorney Named In Mortgage

versus

Harry Albert Dunshee and Gertrude L. Dunshee, his wife,

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,535 Equity

Ordered, this 17th day of November, 1955, That the sale of the Real Estate in these proceedings mentioned made and reported by Samuel Schenker, Attorney named in Mortgage ~~Trustee~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 24th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24th day of December next.

The report states that the amount of sale ~~xxxxxx~~ was $5,000.00.

George T. Cromwell Clerk.

True Copy,

Filed: 17 Nov. 1955

TEST: Clerk.

(Final Order)

Samuel Schenker, Attorney Named In Mortgage

versus

Harry Albert Dunshee and Gertrude L. Dunshee, his wife,

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 27th day of December, 1955, that the sale made and reported by the ~~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~~ allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

Filed DEC 27 1955

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LIBER . 96 PAGE 15 OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 19, 1955

We hereby certify, that the annexed

Order Nisi - Sale

Eq. 11,535

Harry Albert Dunshee

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 24th day of December, 1955. The first insertion being made the 21st day of November, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

No. E.C. 1649

By H. Tilghman

Filed: 27 Dec 1955

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,535 Equity

SAMUEL SCHENKER, Attorney Named in Mortgage

Vs.

HARRY ALBERT DUNSHEE and GERTRUDE L. DUNSHEE, his wife.

Ordered, this 17th day of November, 1955. That the sale of the Real Estate in these proceedings mentioned made and reported by Samuel Schenker, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 24th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24th day of December next.

The report states that the amount of sale was $5,000.00.

GEORGE T. CROMWELL, Clerk.

True Copy. TEST:

GEORGE T. CROMWELL, Clerk.

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In the Case of

Samuel Schenker,
Attorney named in Mortgage
vs.
Harry Albert Dunshee
and
Gertrude L. Dunshee, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,535 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.

Auditor.

Filed JAN 23 1956

Dr. Samuel Schenker, Attorney named in Mortgage vs. Harry Albert in ac.
Dunshee and Gertrude L. Dunshee, his wife

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	180	00	280	00
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	29	06		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	11	49		
Old Colony Insurance Co. - bond premium	36	00		
Robert H. Campbell - auctioneer's fee	50	00		
One-half Federal documentary stamps	2	25		
One-half State documentary stamps	2	25		
J. E. Lane - notary fee		50	145	55
To Harvey A. Muller, Jr., and Jeanne B. Muller, his wife, mortgagees - this balance on account mortgage claim	4,552	50	4,552	50
			5,029	55
Amount of mortgage claim filed	8,070	06		
Interest on $8,000.00 from 10/15/55 to day of sale - 11/15/55	33	33		
	8,103	39		
Cr. Amount allowed above	4,552	50		
Balance subject to decree in personam	3,550	89		

with Samuel Schenker, Attorney named in Mortgage Cr.

1955							
Nov.	15	Proceeds of Sale		5,000	00	5,000	00
		Refund 1955 State and County taxes ($47.79) adjusted to 11/15/55		5	97		
		Refund 1955 Annapolis City taxes ($37.73) adjusted to 11/15/55		23	58	29	55
						5,029	55

ORDER NISI LIBER 96 PAGE 19 In the

Samuel Schenker,

Attorney named in Mortgage

VERSUS

Harry Albert Dunshee

and

Gertrude L. Dunshee, his wife

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,535 Equity.

ORDERED, This 23 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 T. 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~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
A. J.

Filed.. MAR 12 1956

LIBER 96 PAGE 20

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
NO. 11,535 EQUITY

SAMUEL SCHENKER,
Attorney Named in Mortgage,
vs.
HARRY ALBERT DUNSHEE and GERTRUDE L. DUNSHEE, his wife.

Ordered, this 23rd 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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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 23, 1956

We hereby certify, that the annexed

Order Nisi. Eq. 11,535
Auditor Account

Harry Albert Dunshee

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 27th day of February, 1956. The first insertion being made the 25th day of January, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. E.C. 2422

Filed MAR 10 1956

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LIBER 96 PAGE 21

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
JOSEPH I. BUSBEE AND DUANE T. BUSBEE, his wife	:	(In Equity) No. 11,568

Mr. Clerk:

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

1. Original Mortgage from the said Joseph I. Busbee and Duane T. Busbee, his wife to Baltimore Federal Savings and Loan Association, dated October 18th, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 876 folio 359.

Walter S. Calwell
Attorney Named in Mortgage

Filed 14 Nov., 1955.

City and County Form.

LIBER 96 PAGE 22
BOOK 876 PAGE 359

No. 11,568 Equity

This Mortgage, Made this 18th day of October, in the year one thousand, nine hundred and fifty-four, between JOSEPH I. BUSBEE and DUANE T. BUSBEE, his wife, of Anne Arundel County, in the State of Maryland, Mortgagor, and the BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of FIFTY TWO HUNDRED ($5200.00) Dollars, being part of the purchase money for the property hereinafter described;

AND WHEREAS, said Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of five per cent (5%) per annum in the manner following:

By the payment of FORTY ONE and 13/100ths ($41.13) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) towards the payment of the aforesaid principal sum.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagor does grant, convey and assign unto the said Mortgagee, its successors and assigns, all that lot(s) of ground situate and lying in Anne Arundel County, in said State, and described as follows:

BEING known and designated as Lot No. 17 in Block BBB as shown on a Plat entitled "Addition to Section BBB Plat No. 6, Cape St. Claire" which Plat is dated May 26, 1953, and recorded among the Plat Records of Anne Arundel County in Plat Book 24, folio 6.

BEING the same lot of ground as that described in a Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by Mueller Homes, Incorporated unto the within named Mortgagors.

Plaintiff's Exhibit A.

Filed, 14 Nov., 1955.

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.

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

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said Mortgagee, its successors and assigns, ~~for and during the residue and remainder of the term of years yet to come and unexpired therein, with the benefit of renewal forever, subject to the payment of the yearly rental~~ forever in fee simple.

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.

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

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And the said Mortgagor, for himself, his heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) That together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid the following sums, an installment of the ground rents, if any, and of the taxes and special assessments levied or to be levied against the premises covered by this mortgage and an installment of the premium or premiums that will become due and payable to renew such insurance on the premises covered hereby against loss by fire or other hazards, casualties and contingencies as may be reasonably required by the Mortgagee in amounts, for periods, and in a company or companies through such Agents or Brokers satisfactory to the Mortgagee. These installments shall be equal respectively to one-twelfth (1/12) of the annual ground rent, if any, plus the estimated premium or premiums for such insurance, and taxes and assessments next due (as estimated by the Mortgagee) less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date when such premium or premiums and taxes and assessments will become delinquent. The Mortgagee shall hold such installments in trust to pay the ground rents, if any, premium or premiums, and taxes and assessments before the same become delinquent; (2) to repay the indebtedness, together with interest, as herein provided; (3) to keep the buildings on the premises insured against loss by fire and windstorm and other hazards, casualties and contingencies for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor, his heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (4) to pay all ground rent, taxes, water rent, insurance, public dues assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable; (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof; (6) 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; (7) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (8) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (9) 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; (10) that this loan may be prepaid, in whole or in part, provided that six months' advance interest my be charged on that part of the aggregate amount of all prepayments made in any one year which exceeds twenty per cent (20%) of the original principal amount of the loan as a consideration for the acceptance of such prepayment.

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

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns or Walter S. Calwell or Joseph J. Callahan, 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. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of Seventy five 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, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

The said Mortgagor covenants that he will warrant specially the property hereby conveyed, and that he will execute such further assurances as may be requisite. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the hand(s) and seal(s) of the said Mortgagor(s).

WITNESS:

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

Joseph I. Busbee (SEAL)

Duane T. Busbee (SEAL)

(SEAL)

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 18th day of October, 19 54, before me, the subscriber, a Notary Public, of the State of Maryland in and for the city aforesaid, personally appeared Joseph I. Busbee and Duane T. Busbee, his wife,

acknowledged the aforegoing mortgage to be their act. At the same time and also appeared Walter S. Calwell, Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and also made oath that he is the agent of the Mortgagee, and duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

John R. Holland Jr.

JOHN R. HOLLAND, JR. Notary Public.

Recorded-4th-Nov.-1954-at-9-A.M.

MORTGAGE

FROM

JOSEPH I. BUSBEE and

DUANE T. BUSBEE, his wife,

TO

BALTIMORE FEDERAL SAVINGS

AND LOAN ASSOCIATION

BLOCK NO.

Application No. 34678

Written by C. R.

Approved by Examiner

Ready for Record

Received for Record 4 Nov. 1954 at 9 o'clock A M. Same day recorded in Liber 876 No. 362 Folio 362 etc., one of the Land Records of A'A Co and examined per

JOHN H. HOPKINS, 3rd Clerk

Cost of Record, $ 6.00

CALLAHAN AND CALWELL

ATTORNEYS AT LAW

BALTIMORE FEDERAL BUILDING

FAYETTE AND ST. PAUL STREETS

BALTIMORE 2, MD.

FORM 105 – 9-53

500—1-54.

LIBER 96 PAGE 26

WALTER S. CAILWELL,

Attorney Named in Mortgage

VS.

JOSEPH I. BUSBEE AND

DUANE T. BUSBEE, his wife

IN THE

ANNE ARUNDEL

Circuit Court for [redacted] County

IN EQUITY.

No. 11,568

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from the said Joseph I. Busbee and Duane T. Busbee, his wife

to Baltimore Federal Savings and Loan Association

dated the 18th day of October 19 54, and recorded among the Land Records of ~~Baltimore~~ Anne Arundel County in Liber J.H.H. No. 876 folio 359 ~~Folio~~

Amount of Loan	$5600.00
Less - amount paid on principal	538.17
	5061.83
Plus - interest to 12/6/1966	130.74
	5192.57
Less - balance in expense account	7.13
	5185.44

CITY

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

I HEREBY CERTIFY, that on this 5th 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 ~~said County~~ City of Baltimore, personally appeared Joseph M. Hisley, Vice President of Baltimore Federal Savings and Loan Association, holder of the Mortgage

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

WITNESS my hand and Notarial seal. Clara M. Link

Clara M. Link - Notary Public

Filed 6 Dec., 1955

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Mortgagee and Attorney's Bond.

LIBER 96 PAGE 27

No. 11,576 Equity
193185

1-369

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N.Y

Know All Men by These Presents:

That we Walter S. Calwell - Baltimore Federal Building, Baltimore, Maryland, as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of FIVE THOUSAND SIX HUNDRED AND 00/100 ($5,600.00) - - - - - - - - - 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 and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 2nd - day of December in the year nineteen hundred and fifty-five.

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from Joseph I. Bushee and Duane T. Bushee, his wife to the Baltimore Federal Savings & Loan Association bearing date the 18th day of October nineteen hundred and fifty-four and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 876, Folio 359, and he

Arundel Co

Persimmon Road, Cape St. Claire -Anne/ Md. is about to sell the land and premises described in said Mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

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

es

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

Signed, Sealed and Delivered
in the presence of

Clara M. Smith

Attest:
Donald A. Gillum
Assistant Secretary-Donald A. Gillum

Witness as to Surety:
M.S. Kraus
M.S. Kraus

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY
By G. Lee Burgess
Vice-President - G. Lee Burgess

Approved this 6 Dec 1955
George J. Cromwell, Clerk

Filed 6 Dec, 1955

LIBER 96 PAGE 28

No. 11,568 Equity

MILITARY AFFIDAVIT

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 7th day of December 1955 before me, the subdcriber, a Notary Public, in and for the City of Baltimore, State of Maryland aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law that the Defendants Joseph I. Busbee and Duane T. Busbee, his wife against whom foreclosure proceedings were instituted is not in the Military Service of the United States, or of any Nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps, and has not been ordered to report for service therein, and that the Affiant's sources of information was the family of the Defendant.

Walter S. Calwell - Affiant

Clara M. Link - Notary Public

Filed 8 Dec., 1955.

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Md.

Attorney's Sale
OF VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Joseph I. Busbee and Duane T. Savings and Loan Association, dated Busbee, his wife, to Baltimore Federal October 18th, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 876, folio 359 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

TUES., DEC. 6th, 1955
AT 3 P. M.

All that fee simple lot of ground situate and lying in the Third Election District of Anne Arundel County, on the easterly side of Persimmon Road, Cape St. Claire, and described as follows:—

Being known and designated as Lot No. 17 in Block BBB as shown on Plat entitled "Addition to Section BBB Plat No. 6, Cape St. Claire" which Plat is dated May 26, 1953, and recorded among the Plat Records of Anne Arundel County in Plat Book 24, folio 6.

In fee simple, subject to any restrictive covenants and Utility Agreements, of record, affecting the property.

The improvements thereon consist of a 1 story asbestos shingle frame dwelling, containing 6 rooms, 1 bath, oil fired heat.

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

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

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
JOSEPH I. BUSBEE AND DUANE T. BUSBEE, his wife	:	ANNE ARUNDEL COUNTY (In Equity) No. 11,568

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated October 18th, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 876 folio 359 from said Joseph I. Busbee and Duane T. Busbee, his wife to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by "The Evening Capital" and "Maryland Gazette" advertisement inserted in ~~The Daily Record~~ newspapers published in Anne Arundel County, for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 6th day of December, 1955 at three P.M., attend on the premises and then and there sold the fee simple property situate, lying and being in Anne Arundel County

being known and designated as Lot No. 17 in Block BBB as shown on a Plat entitled "Addition to Section BBB Plat No. 6, Cape St. Claire" which Plat is dated May 26, 1953, and recorded among the Plat Records of Anne Arundel County in Plat Book 24 folio 6, more particularly and at length described in the aforementioned Mortgage and advertisement of sale, a copy of which is attached hereto.

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

Filed 8 Dec., 1955.

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The property was sold to The Melton Realty Company, in fee simple, at and for the sum of Fifty-three Hundred fifty-five ($5355.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell -
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 7th day of December, 1955 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

Clara M. Link - Notary Public

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LIBER 96 PAGE 31

ORDER NISI

Walter S. Calwell,
Attorney Named in Mortgage

versus

Joseph I. Busbee And
Duane T. Busbee, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,568 Equity

Ordered, this 8 day of December, 1955, That the sale of the Property in these Proceedings mentioned, made and reported by Walter S. Calwell, Attorney Named in Mortgage, ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 sale ~~is~~ was $ 5,355.00.

George T. Cromwell, Clerk.

True Copy.

TEST: Clerk.

(Final Order)

Filed 8 Dec., 1955.

Walter S. Calwell,
Attorney Named in Mortgage

versus

Joseph I. Busbee And
Duane T. Busbee, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 25th 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 JAN 25 1956

//

500—1-54.

LIBER 96 PAGE 32

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

JOSEPH I. BUSBEE AND

DUANE T. BUSBEE, his wife

IN THE

ANNE ARUNDEL

Circuit Court for [redacted] County

IN EQUITY.

No. 11,568 Equity

AMENDED

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from the said Joseph I. Busbee and Duane T. Busbee, his wife

to Baltimore Federal Savings and Loan Association

dated the 18th day of October 19 54, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 876 Folio 359

Amount of Mortgage	$5200.00
Less - amount paid on principal	138.17
	5061.83
Plus - interest to 12/6/1955	130.74
	5192.57
Less - balance in expense account	7.13
	5185.44

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 9th day of December in the year nineteen hundred and fifty-five, before me, the subscriber a Notary Public of the City of Baltimore, in the State of Maryland, in and for said City of Baltimore, personally appeared Joseph M. Hisley, the Vice President of Baltimore Federal Savings and Loan Association, holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial seal. Clara M. Link

Clara M. Link - Notary Public

Filed: DEC 14 1955

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LIBER 96 PAGE 33

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,568 Equity

WALTER S. CALWELL Attorney Named in Mortgage

Vs.

JOSEPH L. BUSBEE And DUANE T. BUSBEE, his wife.

Ordered, this 8th day of December, 1955, That the sale of the Property in these Proceedings mentioned, made and reported by Walter S. Calwell, Attorney Named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of January next.

The report states that the amount of sale was $5,355.00.

GEORGE T. CROMWELL, Clerk.

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

1-5

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 6, 1956

We hereby certify, that the annexed

Order Nisi - Sale

Eq. 11,568.

Joseph L. Busbee

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 16th day of January, 1956. The first insertion being made the 15th day of December, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

No. M.G. 5017

By W. J. Tilghman

Filed JAN 24 1956

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
vs.
Joseph I. Busbee
and
Duane T. Busbee, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,568 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 2, 1956

All of which is respectfully submitted.

Laura R. Fiebelman
Auditor.

Filed MAR 12 1956

Dr. in ac.

Walter S. Calwell, Attorney named in Mortgage, vs. Joseph I Busbee and Duane T. Busbee, his wife

To Attorney for Fee, viz:	75	00		
To Attorney for Commissions, viz:	197	99	272	99
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	29	50		
Auditor - stating this account	13	50	53	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	36	24		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	11	45		
News-Post - advertising sale	9	25		
New Amsterdam Casualty Co. - bond premium	22	40		
E. T. Newell & Co. - auctioneer's fee	25	00		
One-half Federal documentary stamps	3	03		
One-half State documentary stamps	3	02		
Clara M. Link - notary fees	1	25	125	64
To Attorney for Benefit Charges, viz: River Bay Co. - 1955 annual road maintenance charge of $10.00 from 3/1/55 to 12/6/55 - 9 months 6 days	7	65	7	65
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	4,944	25	4,944	25
			5,403	53
Amount of mortgage claim filed	5,185	44		
Cr. Amount allowed above	4,944	25		
Balance subject to decree in personam	241	19		

13

with

Walter S. Calwell, Attorney named in Mortgage

Cr.

1955				
Dec.	6	Proceeds of Sale	5,355 00	
		Interest on $4,855.00 to 2/1/56 - 1 month 25 days	44 53	5,399 53
		Refund 1955 State and County taxes ($57.71) - 25 days	4 00	4 00
				5,403 53

ORDER NISI

LIBER 96 PAGE 37

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

Joseph I. Busbee

and

Duane T. Busbee, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,568 Equity.

ORDERED, This 12 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 16 day of April next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16 day of April next.

George T. Cromwell, Clerk.

Filed MAR 12 1956

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 17th day of April, 1956, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ Attorney 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 17 PM 3:35

LIBER 96 PAGE 38 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. 11,568 EQUITY

WALTER S. CALWELL,
Attorney Named in Mortgage,
versus
JOSEPH L. BUSBEE and
DUANE T. BUSBEE, his wife.

Ordered, this 12th 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 16th day of April next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of April next.

GEORGE T. CROMWELL, Clerk.

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

m-29

FILED
No. M.G. 3452
1956 APR 16 AM 11:53

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 2, 1956

We hereby certify, that the annexed

Order Nisi Eq. 11,568
Auditor Account
Joseph L. Busbee

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 16th day of April, 1956. The first insertion being made the 15th day of March, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

LIBER 96 PAGE 39

IN THE MATTER OF THE MORTGAGED REAL ESTATE : No. 11,607 Equity
OF HENRY F. BAUMANN, JR., AND : In the Circuit Court for
MARION E. BAUMANN, HIS WIFE : Anne Arundel County

Mr. Clerk,

Please file the proceedings in the above entitled cause and record the assignment herewith.

William W. Townshend, Jr., Assignee

1955

MORTGAGE FEE—CITY OR COUNTY—Form

LIBER 866 PAGE 264

No. 11,607 Equity

LIBER 96 PAGE 40

PURCHASE MONEY

THIS MORTGAGE, Made this 23rd day of September

in the year nineteen hundred and Fifty-four by and between HENRY F. BAUMANN, JR. and MARION E. BAUMANN, his wife ----------

Mortgagors of the Anne Arundel County in the State of Maryland, of the first part, and

ABE OSTRUSKY and SARA OSTRUSKY, his wife----------, Mortgagees, of the second part:

Whereas, the said MORTGAGORS are justly indebted unto the said MORTGAGEES in the sum of Seven Thousand and 00/100 Dollars ($7,000.00), being the balance due for the purchase price of the property hereinafter mentioned, as evidence of which indebtedness the said MORTGAGORS have passed to the said MORTGAGEES their promissory note for said sum, of even date herewith, and payable in monthly installments of Sixty-five and 00/100 Dollars ($65.00) each, the said monthly payments to be applied first to the payment of interest at the rate of six per centum per annum, and the balance of said payments to be applied on the principal of said indebtedness; and, said payments to begin thirty days' (30) from date herewith and balance shall be due and payable five (5) years from date herewith.

WHEREAS, it has been agreed by and between the said parties that this Mortgage should be executed for the purpose of securing the payment of the said Note, together with any and all renewals thereof or substitutes therefor at the times limited for the same.

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said MORTGAGORS----------

do **grant and convey unto** the said MORTGAGEES---------- ---------- **their heirs and assigns,** in fee simple, all that tract of land ~~lot or parcel~~ situate and lying in the Seventh Election District, Anne Arundel County **aforesaid, and described as follows, to wit:**—Beginning for

BEGINNING FOR THE SURVEY at a post planted in the sixth line of the survey of a part of the tract of land called "Harrison's Security" said survey made by John Shepherd, May 5, 1892 and running with said line to the end thereof North 88 degrees 45 minutes West 40 3/25 perches to a stone, thence North 19 degrees 12 minutes East 57 4/5 perches to a stone, thence North 19 degrees 12 minutes East 66 18/25 perches to a stone in South Creek, thence with said Creek South 18 degrees 30 minutes East 14 4/5 perches, thence North 67 degrees 45 minutes East 6 7/25 perches, thence South 65 degrees 30 minutes East 6 11/25 perches, thence South 39 degrees 30 minutes East 4 22/25 perches, thence leaving said Creek and running up and on the West side of a gut or small creek these 10 following courses and distances: South 18 degrees 45 minutes East 4 16/25 perches, South 01 degrees East 3 perches, South 44 degrees West 3 19/25 perches, South 11 degrees 30 minutes East 6 1/4 perches, South 12 degrees 30 minutes West 7 13/25 perches, South 49 degrees East 3 7/25 perches South 31 degrees West 3 1/6 perches, South 67 degrees 30 minutes West 3 18/25 perches, South 09 degrees 45 minutes West 2 1/5 perches South 4 degrees 15 minutes West 11 & 22/25 perches to a fence post in a marsh at the head of said small creek, thence running South 26 degrees 45 minutes East 4 1/5 perches to the stump of an old gate post thence South 39 degrees 15 minutes West 14 perches to a post, thence South 56 degrees West 18 perches to a post on the East side of an old ditch, thence South 12 degrees East 30 4/5 perches to the place of beginning. Containing 20 acres, 3 Rods, 9 perches of land, more or less.

Filed DEC 23 1955

SAVING AND EXCEPTING therefrom, however, that parcel conveyed to Oscar Prann by Joseph W. Alton, Sheriff, by deed dated June 17, 1935 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 156, folio 239, and more particularly described as follows:

BEGINNING FOR THE SURVEY of said lands at a post standing 18 1/4 links from the stump of a gate post, a corner boundary of these lands and the lands of Edward Dennis and running from said post and with the lines as surveyed by John Shepherd on the Fifth day of May 1892, South 39 degrees West 13 1/4 perches to a post, thence South 56 degrees West 18 perches to a post and stone on the East side of a ditch thence South 12 degrees East 30.84 perches to a post thence North 88 degrees 45 minutes West 40.12 perches to a stone, a corner boundary of the lands of William Turner, Richard Scott, and Thomas Griffin, thence North 19 degrees 12 minutes East 57.8 perches to a stone thence leaving the outlines and running with a straight line to the place of beginning. Containing 10 3/4 acres of land, more or less, according to a survey and plat made by John Shepherd, Surveyor.

BEING the same property which was conveyed to Abe Ostrusky by deed from Ruth V. Grose et al, Trustees et al, by deed dated March 20, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 819, folio 422.

AND BEING the same property which was conveyed to the within named Mortgagors, Henry F. Baumann, Jr. and Marion E. Baumann, his wife, by Abe Ostrusky and Sara Ostrusky, his wife, by deed of even date and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

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

To Have and To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said MORTGAGEES heirs and assigns, forever.

Provided, that if the said MORTGAGORS their executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of $7,000.00---------- dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

And the said Mortgagors 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 s hereby also authorize the said Mortgagee s their personal representatives, or assigns, Samuel M. Ivrey or authorized Attorney or Agent

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of the said Mortgagee s their personal representatives, or assigns, afte. 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 $50.00 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 Mortgagees, their executors, administrators or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagor s, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagor s for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which said expenses, costs and commission the said Mortgagor for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, their personal representatives or assigns, or Samuel M. Ivrey 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 parties of the first part, their executors, administrators or assigns, shall possess the aforesaid property upon paying, in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments the said part ies of the first part covenant to pay when legally payable.

And the said partiesof the first part further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amount of at least $7,000.00----------dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagee s, their executors, administrators or assigns, to the extent of their lien or claim hereunder.

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

TEST:

Samuel M. Ivrey.
Samuel M. Ivrey; as ~~to both~~

Henry F. Baumann Jr. [SEAL]
Henry F. Baumann, Jr.

Marion E. Baumann [SEAL]
Marion E. Baumann

[SEAL]

State of Maryland, Anne Arundel County , ss:

I Hereby Certify, that on this 23rd day of September in the year one thousand nine hundred and Fifty-four before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Henry F. Baumann, Jr. and Marion E. Baumann, his wife----------the Mortgagor s named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared Abe Ostrusky and Sara Obstrusky, his wife, the within named Mortgagees----------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.

Samuel M. Ivrey.
Samuel M. Ivrey; Notary Public

My Commission Expires: May 2, 1955 Recorded- 24 Sept., 1954, at 2 P.M.

We, the undersigned, hereby assign the within mortgage unto William W. Townshend, Jr., Assignee, for the purpose of foreclosure.

Witness our hands and seals this 15th day of December, 1955.

Witness:

Alice Gary
Alice Gary

Abe Ostrusky (SEAL)
Abe Ostrusky

Sara Ostrusky (SEAL)
Sara Ostrusky

ASSNT
Received for Record 23 Day of Dec 1955, at 12 40 P.M and the same day recorded in Liber 114 No. 266 Fol. 267 Land Records of Anne Arundel County
GEORGE T. CROMWELL, Clerk

100 PD.

MORTGAGE
FROM
HENRY F. BAUMANN, JR. &
MARION E. BAUMANN, his wife
TO
ABE OSTRUSKY &
SARA OSTRUSKY, his wife

10 acres +
BLOCK NO. 7th Tl. Dist.
A. A. Co., Md.

Received for Record 24 Sept, 1954, at 2 o'clock P M. Same day recorded in Liber 2176 No. 66 Folio 266 &c., Land Records of A.A. Co.

and examined per
JOHN H. HOPKINS, 3rd, Clerk.
Cost of Record, $ 5.50 PP

Samuel M. Ivrey
Attorney at Law
144 - Gloucester St.
Annapolis, Md.

The Daily Record Co., Baltimore, Md.

LIBER 96 PAGE 44

A S S I G N E E ' S S A L E

OF

UNIMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Henry F. Baumann, Jr., and Marion E. Baumann, his wife, to Abe Ostrusky and Sara Ostrusky, his wife, dated September 23, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 866, Folio 264, default having occurred thereunder, which mortgage has been assigned to William W. Townshend, Jr., Assignee, for the purpose of foreclosure, the undersigned Assignee will sell at public auction at the Court House Door on

TUESDAY, JANUARY 24, 1956.

at 11 o'clock A.M.

All that fee simple property situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

Beginning for the survey at a post planted in the sixth line of the survey of a part of the tract of land called "Harrison's Security", said survey made by John Shepherd, May 5, 1892 and running with said line to the end thereof North 88° 45' West, 40 3/25 perches to a stone; thence North 19° 12' East, 57 4/5 perches to a stone; thence North 19° 12' East, 66 18/25 perches to a stone in South Creek; thence with said Creek South 13° 30' East, 14 4/5 perches; thence North 67° 45' East, 6 7/25 perches; thence South 65° 30' East, 6 11/25 perches; thence South 39° 30' East, 4 22/25 perches; thence leaving said Creek and running up and on the west side of a gut or small creek these ten following courses and distances: South 18° 45' East, 4 16/25 perches; South 01° East 3 perches; South 44° West, 3 19/25 perches; South 11° 30' East, 6 1/4 perches; South 12° 30' West, 7 13/25 perches; South 49° East 3 7/25 perches; South 31° West 3 1/6 perches; South 67° 30' West 3 18/25 perches; South 09° 45' West 2 1/5 perches; South 4° 15' West 11 22/25 perches to a fence post in a marsh at the head of said small creek; thence running South 26° 45' East 4 1/5 perches to the stump of an old gate post; thence South 39° 15' West 14 perches to a post; thence South 56° West 18 perches to a post on the east side of an old ditch; thence South 12° East 30 4/5 perches to the place of beginning. Containing 20 acres, 3 rods, 9 perches of land, more or less, SAVE AND EXCEPTING therefrom, however, that parcel conveyed to Oscar Prann by Joseph W. Alton, Sheriff, by deed dated June 17, 1935 and recorded among the said Land Records in Liber F.A.M. 156, Folio 239, containing 10 3/4 acres of land, more or less.

Being the same property conveyed unto Henry F. Baumann, Jr., and Marion E. Baumann, his wife, by Abe Ostrusky and Sara Ostrusky, his wife, by deed dated September 23, 1954 and recorded among said Land Records in Liber J.H.H. 866, Folio 261

The above property is unimproved.

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 price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County 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., ASSIGNEE
TOWNS-WORTH BLDG., SOUTH STREET
ANNAPOLIS, MARYLAND

Robert Campbell, Auctioneer

Maryland Gazette Press
December 29, 1955
January 5, 12, 19, 1956

Filed DEC 23 1955

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LIBER 96 PAGE 45

In The Matter Of The Mortgaged	:	No. 11,407 Equity
Real Estate Of	:	IN THE
HENRY F. BAUMANN, JR., and	:	CIRCUIT COURT
MARION E. BAUMANN, his wife	:	FOR
	:	ANNE ARUNDEL COUNTY

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify, that on this 17th day of January, 1956, before me, the subscriber, a Notary Public, in and for the County aforesaid, State of Maryland, personally appeared William W. Townshend, Jr., and made oath in due form of Law that the Defendants, Henry F. Baumann, Jr., and Marion E. Baumann, his wife, against whom foreclosure proceedings were instituted in the above entitled cause, are not in the military service of the United States, or of any Nation with which the United States is allied; that they have not been discharged from any such military service within sixty days prior to the date of this affidavit; that they have not been ordered to report for induction under the Selective Service and Training Act of 1940, as amended; that they are not members of the enlisted Reserve Corps who have been ordered to report for military service; and that the Defendants thereby are not 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; that the Defendants are about thirty-five years of age; and that the Affiant's source of information was the family of the Defendants.

William W. Townshend, Jr., Affiant

Alice Gary, Notary Public

Filed

In the Matter of the Mortgaged Real Estate of : No. 11,407 Equity

Henry F. Baumann, Jr., and Marion E. Baumann, : In the Circuit Court

his wife. : for Anne Arundel County

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Henry F. Baumann, Jr., and Marion E. Baumann, his wife, to Abe Ostrusky and Sara Ostrusky, his wife, dated September 23, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 866, Folio 264		$7,000.00
Paid on account as of May 23, 1955		264.63
		6,735.37
Interest May 23, 1955 to December 23, 1955	$202.02	
Interest December 23, 1955 to January 24, 1956	33.67	
	$235.69	235.69
		$6,971.06

William W. Townshend, Jr.,
Assignee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 17th day of January, 1956, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Assignee 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. MD.

Filed JAN 18 1956

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No. 11,607 Equity

LIBER 96 PAGE 47

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICES: NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, WILLIAM W. TOWNSHEND, JR., as PRINCIPAL and GLOBE INDEMNITY COMPANY, a body corporate of the State of New York, authorized to do business in the State of Maryland, as SURETY, are held and firmly bound unto the STATE OF MARYLAND, in the full and just sum of SEVENTY-FIVE HUNDRED ($7,500.00) DOLLARS, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 20th day of January, 1956.

WHEREAS, by virtue of a power of sale contained in a Mortgage from Henry F. Baumann, Jr., and Marion E. Baumann, his wife, to Abe Ostrusky and Sara Ostrusky, his wife, bearing date on or about the 23rdday of September, 1954, the said William W. Townshend, Jr., as Assignee, is authorized and empowered to make sale of the property described in said Mortgage in case default should occur in the principal debt secured by said Mortgage or of the interest thereon in whole or in part. AND WHEREAS default has occurred in the payment of the principal and interest aforesaid, and the said William W. Townshend, Jr., as Assignee of said Mortgage, is about to execute said power and make sale of the property described in said Mortgage.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden PRINCIPAL does and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such Mortgaged property or the proceeds thereof, then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

Witness:

John H. Musterman
John H. Musterman

Virginia S. Hubbard
Virginia S. Hubbard

William W. Townshend, Jr. (SEAL)
William W. Townshend, Jr. PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

By: John H. Hopkins, IV
John H. Hopkins, IV, Attorney-in-fact
SURETY

Approved this 20 Jan., 1956
George T. Cromwell, Clerk

Filed JAN 20 1956

ROBERT CAMPBELL - - - - - - - - - - - - - - Auctioneer

LIBER 96 PAGE 48

ASSIGNEE'S SALE

OF

Unimproved Real Estate

Under and by virtue of a power of sale contained in a mortgage from Henry F. Baumann, Jr., and Marion E. Baumann, his wife, to Abe Ostrusky and Sara Ostrusky, his wife, dated September 23, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 866, Folio, 264, default having occurred thereunder, which mortgage has been assigned to William W. Townshend, Jr., Assignee, for the purpose of foreclosure, the undersigned Assignee will sell at public auction at the Court House Door on

TUESDAY, JANUARY 24th, 1956

AT 11 O'CLOCK A.M.

All that fee simple property situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

Beginning for the survey at a post planted in the sixth line of the survey of a part of the tract of land called "Harrison's Security", said survey made by John Shepherd, May 5, 1892 and running with said line to the end thereof North 88° 45′ West, 40 3/25 perches to a stone; thence North 19° 12′ East, 57 4/5 perches to a stone; thence North 19° 12′ East, 66 18/25 perches to a stone in South Creek; thence with said Creek South 13° 30′ East, 14 4/5 perches; thence North 67° 45′ East, 6 7/25 perches; thence South 65° 30′ East, 6 11/25 perches; thence South 39° 30′ East, 4 22/25 perches; thence leaving said Creek and running up and on the west side of a gut or small creek these ten following courses and distances: South 18° 45′ East, 4 16/25 perches; South 01° East 3 perches; South 44° West, 3 19/25 perches; South 11° 30′ East, 6 1/4 perches; South 12° 30′ West, 7 13/25 perches; South 49° East 3 7/25 perches; South 31° West 3 1/6 perches; South 67° 30′ West 3 18/25 perches; South 09° 45′ West 2 1/5 perches; South 4° 15′ West 11 22/25 perches to a fence post in a marsh at the head of said small creek; thence running South 26° 45′ East 4 1/5 perches to the stump of an old gate post; thence South 39° 15′ West 14 perches to a post; thence South 56° West 18 perches to a post on the east side of an old ditch; thence South 12° East 30 4/5 perches to the place of beginning. Containing 20 acres, 3 rods, 9 perches of land, more or less, SAVE AND EXCEPTING therefrom, however, that parcel conveyed to Oscar Prann by Joseph W. Alton, Sheriff, by deed dated June 17, 1935 and recorded among the said Land Records in Liber F.A.M. 156, Folio 239, containing 10 3/4 acres of land, more or less.

Being the same property conveyed unto Henry F. Baumann, Jr., and Marion E. Baumann, his wife, by Abe Ostrusky and Sara Ostrusky, his wife, by deed dated September 23, 1954 and recorded among said Land Records in Liber J.H.H. 866, Folio 261.

The above property is unimproved.

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 price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County 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.,
Assignee,
Towns-Worth Bldg., South Street,
Annapolis, Maryland

Filed Jan 27, 1956

Annapolis, Maryland
January 24, 1956

This is to certify that I have this 24th day of January, 1956 sold the property described by said advertisement in the Seventh Election District of Anne Arundel County, Maryland, containing 10-3/4 acres, more or less, to Abe Ostrusky and Sara Ostrusky, his wife, at and for the sum of $5000.00 being then and there the highest bidder for said property.

Robert H. Campbell
Robert H. Campbell, Auctioneer

Annapolis, Maryland
January 24, 1956

I hereby certify that I have this 24th day of January, 1956, purchased from William W. Townshend, Jr., Assignee named in mortgage, the property situated in the Seventh Election District of Anne Arundel County, Maryland, containing 10-3/4 acres, more or less, at and for the sum of Five Thousand Dollars ——— $5,000.00 and do hereby agree to comply with the terms of sale.

Abe Ostrusky
Purchaser

Sara Ostrusky
Purchaser

Filed JAN 27 1956

In the Matter of the Mortgaged	:	No. 11,607 Equity
Real Estate of	:	In the Circuit Court
Henry F. Baumann, Jr., and	:	for
Marion E. Baumann, his wife	:	Anne Arundel County

To the Honorable, the Judges of said Court:

The Report of Sale of William W. Townshend, Jr., Assignee 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 Henry F. Baumann, Jr., and Marion E. Baumann, his wife, to Abe Ostrusky and Sara Ostrusky, his wife, dated September 23, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 866, Folio 264, the said William W. Townshend, Jr., Assignee 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, January 24, 1956, at 11 o'clock A.M., and then and there sold the said property unto Abe Ostrusky and Sara Ostrusky, his wife, at and for the sum of Five Thousand Dollars ($5,000.00), being at that figure the highest bidders as therefor, said property being described as follows:

BEGINNING for the survey at a post planted in the sixth line of the survey of a part of the tract of land called "Harrison's Security", said survey made by John Shepherd, May 5, 1892 and running with said line to the end thereof North 88° 45' West, 40 3/25

Filed JAN 27 1956

perches to a stone; thence North 19° 12' East, 57 4/5 perches to a stone; thence North 19° 12' East, 66 18/25 perches to a stone in South Creek; thence with said Creek South 13° 30' East, 14 4/5 perches; thence North 67° 45' East, 6 7/25 perches; thence South 65° 30' East, 6 11/25 perches; thence South 39° 30' East, 4 22/25 perches; thence leaving said Creek and running up and on the west side of a gut or small creek these ten following courses and distances: South 18° 45' East, 4 16/25 perches; South 01° East 3 perches; South 44° West, 3 19/25 perches; South 11° 30' East, 6 1/4 perches; South 12° 30' West, 7 13/25 perches; South 49° East 3 7/25 perches; South 31° West 3 1/6 perches; South 67° 30' West 3 18/25 perches; South 09° 45' West 2 1/5 perches; South 4° 15' West 11 22/25 perches to a fence post in a marsh at the head of said small creek; thence running South 26° 45' East 4 1/5 perches to the stump of an old gate post; thence South 39° 15' West 14 perches to a post; thence South 56° West 18 perches to a post on the east side of an old ditch; thence South 12° East 30 4/5 perches to the place of beginning. Containing 20 acres, 3 rods, 9 perches of land, more or less, SAVE AND EXCEPTING therefrom, however, that parcel conveyed to Oscar Prann by Joseph W. Alton, Sheriff, by deed dated June 17, 1935 and recorded among the said Land Records in Liber F.A.M. 156, Folio 239, containing 10 3/4 acres of land, more or less.

And the said Assignee further reports that he has received from the said purchaser a deposit as required by the terms of said sale and has also required the Purchaser's Agreement to comply with the terms of sale, which are as follows: TERMS OF SALE: A deposit of Five Hundred Dollars ($500.00) will be required of the purchaser or purchasers on day of sale, the balance of purchase price to be paid in cash on final ratification of sale, and to bear interest from date of sale. All taxes and public

charges to be adjusted to date of sale.

Respectfully submitted,

William W. Townshend, Jr., Assignee
named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 26th day of January, 1956, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Assignee named in Mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

WITNESS my hand and Notarial seal.

Alice Gary, Notary Public

ALICE GARY NOTARY PUBLIC ANNE ARUNDEL CO. MD.

14

LIBER 96 PAGE 53

ORDER NISI

In The Matter Of The
Mortgaged Real Estate Of
~~XXXXXX~~
Henry F. Baumann, Jr., and
Marion E. Baumann, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 11,607 Equity

Ordered, this 27 day of January, 1956, That the sale of the Property in these Proceedings mentioned, made and reported by William W. Townshend, Jr., Assignee named in Mortgage, ~~Trustees~~

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 sale ~~is~~ was $ 5,000.00.

George J. Cromwell, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Filed JAN 27 1956

In The Matter Of The
Mortgaged Real Estate Of
~~XXXXXX~~
Henry F. Baumann, Jr., and
Marion E. Baumann, 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~~ Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
A. J.

Filed MAR 9 1956

LIBER 96 PAGE 54

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: 11,607 EQUITY

In The Matter Of The
Mortgaged Real Estate Of
HENRY F. BAUMANN JR., and
MARION E. BAUMANN, his wife.

Ordered, this 27th day of January, 1956, That the sale of the Property in these Proceedings mentioned, made and reported by William W. Townshend, Jr., Assignee named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrery 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 $5,000.00.

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

f-23

No. M.G. 2441

16

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 24, 1956

We hereby certify, that the annexed

Order Nisi. Sale

Eq. 11,607

Henry F. Baumann, 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 5th day of March, 1956. The first insertion being made the 2nd day of February, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Filed MAR 9 1956

LIBER 96 PAGE 55

In the Case of

In the Matter of the Mortgaged
Real Estate
of
Henry F. Baumann, Jr.,
and
Marion E. Baumann, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,607 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 16, 1956

All of which is respectfully submitted.

Laura K. Dicklus
Auditor.

17

Dr. In the Matter of the Mortgaged Real Estate of Henry F. Baumann, Jr., and Marion E. Baumann, his wife in ac.

To Assignee for Fee, viz:	50	00		
To Assignee for Commissions, viz:	180	00	230	00
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	63	76		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	15	46		
Globe Indemnity Co. - bond premium	30	00		
Robert H. Campbell - auctioneer's fee	25	00		
Clerk of Court - recording assignment	1	00		
One-half Federal documentary stamps	2	75		
One-half State documentary stamps	2	75		
Alice Gary - notary fees	1	50	156	22
To Assignee for Taxes, viz:				
1956 State and County taxes ($5.10) - adjusted - 24 days		33		33
To Abe Ostrusky and Sara Ostrusky, his wife, mortgagees - this balance on account mortgage claim	4,561	95	4,561	95
			5,000	00
Amount of mortgage claim filed	6,971	06		
Cr. Amount allowed on account above	4,561	95		
Balance subject to decree in personam	2,409	11		

with William W. Townshend, Jr., Assignee Cr.

1956				
Jan.	24	Proceeds of Sale	5,000 00	5,000 00
				5,000 00

19

LIBER 96 PAGE 58.

ORDER NISI

In the Matter of the Mortgaged Real Estate of ~~VERSUS~~ Henry F. Baumann, Jr. and Marion E. Baumann, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 11,607 Equity.

ORDERED, This 19th 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

MAR 19 1956

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 1st day of August, 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.

1956 Aug-1 P.M. 3:55

Benjamin Michaelson
Judge

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. 11,607 Auditor account.

Henry F. Baumann 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

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,607 Equity

In The Matter Of The Mortgaged Real Estate Of HENRY F. BAUMANN JR., and MARION E. BAUMANN, his wife.

Ordered, this 19th 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

No. M.G. 35 1956 JUL 31 PM 3:47

21

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

LIBER 96 PAGE 59 EQUITY NO. 11,569

FRANKIE WILSON & SONS, INC.
25 Baltimore Annapolis Blvd. N.W.
Glen Burnie, Maryland
Complainant

Vs.

CERTIFICATE NO. 1160: Mary F. Duvall, 3016 11th Street, N.W.Washington, D.C.

CERTIFICATE NO. 1162: Mary Beverly, 1518 New Jersey Avenue, N.W. Washington, D.C.

Florence B. Diggs, 20 East 5th Street, Waahington, D.C.

Elizabeth Dorsey, 2712 Reese Street, Baltimore, Maryland

Elizabeth R. Estep, 1011 13th Street, S.E. Washington, D.C.

Alice Irby or Irley, 211 N. Mount Street, Baltimore, Maryland.

Beulah Jones, 2116 15th Street, N.W. Washington, D.C.

James and Lena Johnson, 2500 Raynor Avenue, Baltimore, Maryland

Vance Jolley, 1907 Druid Hill Avenue, Baltimore, Maryland.

Ida Keyes, 1048 West Saratoga Street, Baltimore, Maryland.

David and Susan Moore, 318 Z Street, N.W. Washington, D.C.

Helena Sanders, 1540 Argyle Avenue, Baltimore, Maryland

Morris Tankin, 38 N. Patterson Park Avenue, Baltimore, Maryland.

Louisa Twitley, 730 Gresham Place, Washington, D.C.

Flossie White, 1509 West Mosher Street, Baltimore, Maryland.

William Williams, 1915 11th Street, N.W. Washington, D.C.

John H. Young, 2208 Orleans Street, Baltimore, Maryland.

CERTIFICATE NO. 1163: Hiram W. Ball, 1111 West 37th Street, Baltimore, Maryland.

Blonden Green, address unknown

Colonial Park Amusement Company, a defunct corporation, Joseph D. Balachaw, its last named President, 407 Old Town National Bank Building, Baltimore, Maryland. Frank Green, its last named Resident Agent, 1106 North Vincent Street, Baltimore, Maryland, as surviving directors and trustees.

Gus and Josephine Brown, 458 K. Street, N.W. Washington, D.C.

Charlotte Hawkins, 350 Main Avenue, S.W. Washington, D.C.

Georgia James, 1516 Park Avenue, Baltimore, Maryland

Ella Minus, 623 Pickford Place, Washington, D.C.

Anna McNair, 2018 Madison Avenue, Baltimore, Maryland

William H. Olden, C/o Anna Goldman, Amberg, Virginia

CERTIFICATE NO. 1164: Rosa Collins, 622 M Street, N.W. Washington, D.C.

Henrietta Jackson, 926 North Charles Street, Baltimore, Maryland.

Estella Murdock, 764 West Mulberry Street, Baltimore, Maryland.

Filed 15 Nov., 1955

CERTIFICATE NO. 1164 - Continued

Elizabeth Revell, 433 East Street, Baltimore, Maryland

William P. Reynolds, 1112 Moscow Street, Baltimore, Maryland

Wheeler Williams, 1206 Argyle Avenue, Baltimore, Maryland

Zollie A. Wright, 450 New Jersey Avenue, S.E. Washington, D.C.

Alladin Realty and Home Builders Corporation, a defunct corporation, William V. Warshaw, its last named President, Solomon Warshaw, its last named Secretary, as surviving directors and trustees, and William E. Warshaw, its last named Resident Agent, 2450 Keyworth Avenue, Baltimore, Maryland

CERTIFICATE NO. 1165: William Green, address unknown

William C. and Amelia Davis, 1412 Massachusetts Avenue, N.W.Washington, D.C.

Woodley Clark, address unknown

CERTIFICATE NO. 1166: Albert and Josephine Brown, address unknown

Cornelia Brown, 62 West Street, Annapolis, Maryland.

Preston and Catherine John, 506 North Parrish Street, Baltimore, Md.

Charles and Clara Latham, 427 West Conway Street, Baltimore, Maryland

Hattie Moore, 1638 16th Street, N.W. Washington, D.C.

Bessie O'Neal, 13 16th Street, N.E. Washington, D.C.

Theresa Young, 134 C Street, S.E. Washington, D.C.

CERTIFICATE NO. 1167: James and Rose Allen, 1309 Corcoran Street, NW,Washington, D.C.

Lillian Christian, 520 Bloom Street, Baltimore, Maryland.

Erastus H. and Jane Dawson, 77 Defrees Street, N.W. Washington, D.C.

Susie Fields, 231 North Arlington Avenue, Baltimore, Maryland.

William Gatewood, 718 11th Street, N.E. Washington, D.C.

Thomas A. Johnson, 1916 13th Street, N.W. Washington, D.C.

James G. and Ida Patterson, 1615 C Street, S.E. Washington, D.C.

Elizabeth Ross, 428 N. Carrollton Avenue, Baltimore, Maryland.

Richard Wheeler, 715 Hobart Place, N.W. Washington, D.C.

Josephine Whittington, 14 East Pleasant Street, Baltimore, Maryland

CERTIFICATE NO. 1168: Sarah and Isiah Johnson, 979 8th St. N.W. Washington, D.C.

Noisy McGhe and Sadie McGhe, 1722 W. Franklin Street, Baltimore, Maryland.

Lela H. and Aaron Spencer, 1009 Harlem Avenue, Baltimore, Maryland

Marcisco West, 103 King/George Street, Annapolis, Maryland

CERTIFICATE NO. 1169: Lloyd H. Garrett, 1005 Brantley Avenue, Baltimore, Md.

James J. and Isidore Williams, 1927 Druid Hill Avenue, Baltimore, Maryland

CERTIFICATE NO. 1170 - Je .e Ankwood, 916½ 27th Street, J. Washington, D.C.

Charles M. Ball, Severn, R.F.D. Maryland

Virginia Brentley, 2031 11th Street, N.W. Washington, D.C.

Nelson Cooper, 2327 G Street, N.W. Washington, D.C.

David A. Dixon, 1548 Woodyear Street, Baltimore, Maryland

Isabella Dorsey, 114 West Franklin Street, Baltimore, Maryland.

Fannie H. Ely, 1322 13th Street, N.W. Washington, D.C.

Clara Hall, 133 New York Avenue, Atlantic City, New Jersey

Alice Nolan, Box 56, Sellman , Maryland

Rebecca Strother, 1411 Swann Street, N.W. Washington, D.C.

Morris Tankin, 38 North Patterson Park Avenue, Baltimore, Maryland

Hans and Josephine Tonstein, 2040 Orleans Street, Baltimore, Maryland.

B.E. Turner, 468 Pacific Avenue, Jersey City, New Jersey.

Rebecca Tyler, 2016 9th Street, N.W. Washington, D.C.

CERTIFICATE NO. 1171: Henry and Emma J. Pye, 1232 Duncan Street, N.E. Washington, D.C.

Violet W. Porter, 1408 16th Street, N.W. Washington, D.C.

Agnes and Edward Schaney, 1760 Willard Street, N.W. Washington, D.C.

Iva H. Turner, 1225 I Street, N.E. Washington, D.C.

CERTIFICATE NO. 1173 - Tobias Hutchinson, 347 22nd Street, N.W. Washington, D.C.

Nannie J. Jirnigan, 1612 15th Street, Washington, D.C.

Willie and Alice Scott, 2150 5th Avenue, New York, New York.

Benjamin and Lola L. Simms, 68 Cathedral Street, Annapolis, Maryland.

Thomas and A. Johnson, 1916 13th Street, N.W. Washington, D.C.

CERTIFICATE NO. 1174 - Maud C. and S. Sanks, 1902 Druid Hill Avenue, Baltimore, Md.

CERTIFICATE NO. 1175 - Samuel Brown, 1017 Race Street, Baltimore, Maryland.

CERTIFICATE NO. 1176 - Margaret Jackson, 1601 East 32nd Street, Baltimore, Md.

CERTIFICATE NO. 1177 - James Zahradka, 148 N. Lakewood Avenue, Baltimore, Md.

The Guaranty Trust Company of Roanoke, Virginia, its successors and assigns,

AND, any and all persons, if living, their heirs and assigns, having or claiming to have any interest in the following described real estate located in the sub-division of Colonial Park in the Fourth Election District of Anne Arundel County, and Roland Terrace in the Fifth Election District of Anne Arundel County, all as substantially described in Certificates of Tax Sale, per Certificates hereinafter set forth.

RESPONDENTS

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Complainant, Complaining, says:

1. That on the respective dates as set out in Tax Sale Certificates above mentioned, the then duly authorized County Treasurer collected State, County and School taxes and sold to the County Commissioners for Anne Arundel County the respective properties as hereinafter set forth.

2. Tax Sale Certificate No. 1164: By deed dated October 29, 1943, and recorded among the Land Records of Anne Arundel County in Liber NO. J.H.H. 291, folio 291, the County Commissioners for Anne Arundel County conveyed to Lula M. Hartney and husband, Lots 3 and 4, Section "A" "E", Colonial Park, as shown on Plat filed in Plat Cabinet 2, Rod D-8, Plats 339 and 340. AA certified copy of said deed being filed herewith marked Plaintiff's Exhibit No. 1 and prayed to be taken as a part hereof.

3. That by deed dated September 6, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 380, folio 288, the said Lula M. Hartney and husband conveyed to Katherine Gallion the aforesaid lots 3 and 4, Section "A-e", Colonial Park, the original of said deed being filed herewith marked Plaintiff's Exhibit No. 2 and prayed to be taken as a part hereof.

4. That Katherine Gallion Phoebus andhusband by deed dated April 3, 1954, conveyed the aforesaid Lots 3 and 4 to Aurelia Lamb, which deed is recorded among the Land Records of Anne Arundel County in Liber J.H.H. 822, folio 332, a Certified Copy of said deed being filed herewith marked Plaintiff's Exhibit No. 3 and prayed to be taken as a part hereof.

5. That the County Commissioners for Anne Arundel County acquired their interest in and to the property above mentioned by purchaseat public sale by C. Albert Hodges, County Treasurer, July 8, 1932, to the County Commissioners for Anne Arundel County for the sum of $339.00.

6. That on the 13th day of May, 1955, Joseph H. Griscom, Sr., present Treasurer for Anne Arundel County issued Tax Sale Certificate No. 1164 to the County Commissioners for Anne Arundel County in accordance with Article 81, Section 89 I of the Annotated Code of Public Local Laws of Maryland, 1943 Supplement. Said Certificate by proper assignment was transferred to the Plaintiff herein, which Certificate is Attached hereto marked Plaintiff's Exhibit No. 4, and prayed to be taken as a part hereof.

7. Tax Sale Certificate No. 1177 - That by deed dated September 3, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 384, folio 99, Joseph H. Pepper, et als, late Treasurer of Anne Arundel County, conveyed to Edward N. C. Bradley and Agnes R. Bradley, his wife, among other lots, Lots 33 and 34, Block 20, Plat B, of Roland Terrace, as shown on a Plat filed among the Plat Records of Anne Arundel County, in Plat Book 2, folio 21, a Certified Copy of which deed is filed herewith marked Plaintiff's Exhibit No. 5, and prayed to be taken as a part hereof.

8. That by deed dated May 21, 1928, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 40, folio 8, the Guaranty Trust Company of Roanoke, Virginia attempted to convey unto James Zahradka said Lots 33 and 34, Block 20, Plat B, as shown on a Plat of Roland Terrace, a copy of which Deed is filed herewith marked Plaintiff's Exhibit No. 6, and prayed to be taken as a part hereof. Said lots being located on the northwest corner of Redmond Street and Walton Avenue, Roland Terrace, which were erroneously described as Lots 33 and 34 Section"A", Block 20, Roland Terrace", whereas they should have been described as "Lots 33 and 34, Block 20, Plat "B" Roland Terrace, as shown on Plat filed among the Land Records of Anne Arundel County in Plat Book 2, folio 21.

9. That the County Commissioners for Anne Arundel County acquired their interest in and to said Lots 33 and 34, Plat B, Block 20, Roland Terrace, by purchase at public sale held on October 9, 1939, andsold to the County Commissioners under Tax Sale No. 5042.

10. That on May 18, 1955, Joseph H. Griscom, Sr., present Treasurer for Anne Arundel County issued Certificate of Tax Sale No. 1177 to the County Commissioners for Anne Arundel County, in accordance with Article 81, Section 89-I, of the Annotated Code of Public Local Laws of Maryland, 1943 Supplement. Said Certificate by proper assignment was transferred to the Plaintiff herein, which Certificate is attached hereto marked Plaintiff's Exhibit No. 7, and prayed to be taken as a part hereof.

11. That the County Commissioners for Anne Arundel County have sold to Frankie Wilson & Sons, Inc., the Plaintiff herein, for a valuable consideration, all of the lots hereinafter mentioned and described as being located in Colonial Park, Fourth Election District of Anne Arundel County.

12. That the respective dates of tax sale by the respective Treasurers as set forth in said Tax Sale Certificates are as follows:

CERTIFICATE NO. 1160 - Lot 17, Block Q, Plaintiff's Exhibit No. 8

CERTIFICATE NO. 1162 - Lot 27, Block X; Lot 4 Block D; Lot 11, Block D; Lot 18, Block B; Lot 19 Block D; Lot 31 Block E; Lot 23 Block B; Lot 6, Block P; Lot 5 Block M; Lot 30 Block Q, Lot 10 Block M; Lots 11 and 12 Block F; Lots 11 and 12 Block K; Lots 20 and 21 Block J; Lot 27 Block B ; Lots 34 and 35 Block Q, Plaintiff's Exhibit No. 9, attached hereto and prayed to be taken as a part hereof.

CERTIFICATE NO. 1163 - Lot 31, Block "Q"; Lots 24, 25 and 26, Block E; Lot 31, Block D; Lots 9 and 10, Block R; Lot 2 Block M; Lots 17, 18 and 19 Block Y; Lot 7 Block E; Lots 9 and 10, 13 to 20 inclusive, 23 to 51 inclusive, Block N, Plaintiff's Exhibit No. 10, attached hereto and prayed to be taken as a part hereof.

CERTIFICATE NO. 1164 - Lots12-3-4-5-6-7-8-9-10-13-17 Block F; Lots 1-2-4-5-6-7-8-9-10-12-13-14-15-16-18 Block G; Lots 1-2-5-6-9-10-11-12-15, Block H; Lots 1-2-3-4-7-8--9-10-13-14-15-27-30 Block K; Lots 3-5-6½7-8-11-12-15-16-17-18 Block R; Lots 7-8-9-10-11-12-22-23-26-28-29-35-38 Block X; Lots 1-2-5-6-7-8-9-10-11-12-13-14-15-16-17-18 Block Z; Lots 1-2-3-9-10-11-20-21-24-25-26-29-30-35-36-37 Block B; Lots 1-2-3-4-5-6-7-8-9-10-11-12-13-14-16-17, Block C; Lots 14-16-17-18-25-31-32 Block D; Lots 5-6-9-10-11-12-13-14-15-18-19-22-23-29-31-32 Block E; Lots 1-2-3-5-6-7-8-9-11-12-13-14-15-16-19 Block J; Lots 5-6 Block L; Lots 6-9 Block M; Lots 3 and 4 Block N, Lots 3-4-5- Block P; Lots 1-2-3-6-7-8-9-10-14-15-18-19-20-21-22-23-24-25-27-28-29-32-33-40-42-44-45 Block Q; Lots 2-5-6-7-8-9-12-15-16-18 Block V; Lot 26 Block Q ; Lot 15 Block M; Lots 14-15 Block V; Lot 6 Block D; Lots 3-4 Block A-E; Lot 26 Block X; Lot 12 Block M; Lot 4 Block M; Lot 41 Block Q, Plaintiff's Exhibit No. 4, attached hereto and prayed to be taken as a part hereof.

CERTIFICATE NO. 1165 - Lots 36 and 37 Block X; Lot 5 Block D; Lots 27-28 Block E, Plaintiff's Exhibit No. 11,attached hereto andprayed to be taken as a part hereof.

CERTIFICATE NO. 1166 - Lot 22 Block D; Lot 17 Block G; Lots 1-2 Block N; Lot 9 Block H; Lot 3 Block D; Lot 24 Block X, Lot 21, Block D; Lot 20 Block D Plaintiff's Exhibit No12,attached hereto and prayed to be taken as a part hereof.

CERTIFICATE NO. 1167 - Lot 4 Block B; Lot 15 Block D; Lot 9 Block D; Lot 18 Block J; Lot 27 Block D; Lots 32-33 Block X; Lot 5 Block G; Lots 7-8 Block N; Lot 11 Block G; Lots 3-4 Block E; Lot 3 Block L, Plaintiff's Exhibit No. 13 attached herewith and prayed to be taken as a part hereof.

CERTIFICATE NO. 1168 - Lot 16, Block B; Lots 5-6 Block N; Lots 4-5-6, Block G; Lot 4 Block J, Plaintiff's Exhibit No. 14, attached hereto and prayed to be taken as a part hereof.

CERTIFICATE NO. 1169 - Lots 25 and 26 Block N; Lot 43, Block Q, Plaintiff's Exhibit No. 15 attached hereto and prayed to be taken as a part hereof.

CERTIFICATE NO. 1170 - Lot 33, Block B; Lot 14 Block F; Lots 3-4 Block Z; Lot 4 Block L; Lot 34 Block B; Lot 32 Block B; Lots 5 and 6 Block B; Lots 25-26, Block X; Lots 15 and 16 Block F; Lots 38 and 39, 44 and 45 Block "Q"; Lot 19, Block G; Lot 14 Block M; Lots 7-8 Block I, Plaintiff's Exhibit No. 16 attached hereto and prayed to be taken as a part hereof.

CERTIFICATE NO. 1171 - Lot 21, Block Q, Lots 15-16 Block R; Lot 14 Block B; Lot 11, Block M, Plaintiff's Exhibit No. 17 attached hereto and prayed to be taken as a part hereof.

CERTIFICATE NO. 1173 - Lot 10, Block D; Lot 3 Block M; Lot 16 Block G; Lot 7 Block D; Lot 28 Block B; Plaintiff's Exhibit No. 18 attached hereto and prayed to be taken as a part hereof.

CERTIFICATE NO. 1174 - Lots 13 and 14, Block H, Lot 1 Block M, Plaintiff's Exhibit No. 19 attached hereto and prayed to be taken as a part hereof.

CERTIFICATE NO. 1175 - Lot 28, Block D, Plaintiff's Exhibit No. 20, attached hereto and prayed to be taken as a part hereof.

CERTIFICATE NO. 1176 - Lot 7, Block B, Plaintiff's Exhibit No. 21, attached hereto and prayed to be taken as a part hereof.

13. (Certificate No. 1163) That by deed dated about August 17, 1923, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 69, folio 197, Lot 31, Block Q - Colonial Park was deeded to Hiram W. Ball, whereas the County Treasurer sold by error Lot 21, Block Q, Colonial Park - Plaintiff's Exhibit No. 10, attached hereto and prayed to be taken as a part hereof.

14. (Certificate No. 1170) - That by deed dated about January 31, 1927, Alladin Realty and Home Builders Corporation deeded Daniel A. Dixon Lots 7-8, Block I, Colonial Park, which deed is recorded among the Land Records of Anne Arundel County in Liber F.S.R. 8, folio 245; whereas, the Treasurer soldat Tax Sale Lots 6½7-8, Block L, Colonial Park.

15. (Certificate No. 1171) - That by deed dated about October 4, 1922, The Alladin Realty and Home Builders Corporation deeded Henry T. Pye and Emma J. Pye, his wife, Lot 21, Block "Q" - Colonial Park, recorded among the Land Records of Anne Arundel County in Liber W.N.W. 63,folio 113; whereas the County Treasurer sold at Tax Sale Lot 21 Block D in error,Plaintiff's Exhibit No. 17, attached hereto and prayed tobe taken as a part hereof.

16. (Certificate No. 1173) - That by deed dated October 28, 1931, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 91, folio 399, the Aladin Realty and Home Builders Corporation deeded Willie and Alice Scott Lot 16, Block Q - Colonial Park; whereas the Treasurer for Anne Arundel County sold at Tax Sale Lot 16, Block G - Colonial Park, Plaintiff's Exhibit No. 18, attached hereto and prayed to be taken as a part hereof.

17. That the properties mentioned in the aforesaid Certificates are identical to the same described on the Tax Rolls of Anne Arundel County and on the respective dates of sale were assessed to the parties mentioned in the aforesaid Tax Sale Certificates and owned by such parties on that date according to the Land Records, Equity Records and Orphan's Court Records of Anne Arundel County, and titles are still vested in the aforesaid parties.

18. That many of the Respondents named herein are non-residents of the State of Maryland.

19. That said properties have not been redeemed by any party of interest although more than a year and a day from the date of sale has expired.

20. That the Complainant prays for an Order of Publication directed to all parties claiming to have an interest in the above properties.

21. To redeem the properties it is necessary that the Respondents pay the respective sums as set out in the aforesaid Tax Sale Certificates, all interest and penalties accruing subsequent to the dates of sale, which have actually been paid by the Complainant and any reinbursement due the Complainant under Section 90-J and 90-K, Article 81, Annotated Code of Maryland.

22. The Complainant prays the Court to pass a final decree foreclosing all rights of redemption in and to the above properties.

AND, as in duty bound, etc.

Frankie Wilson

Frankie Wilson, Solicitor for Complainant
25 Baltimore-Annapolis Blvd.NW
Glen Burnie, Maryland

Walton D. Wilson

Walton D. Wilson, Vice-President
Frankie Wilson & Sons, Inc.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 14th day of November, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Walton D. Wilson, Vice President of Frankie Wilson & Sons, Inc., Complainant in the foregoing Bill of Complaint, and made oath in due form of law that the matters and facts set forth in said Bill are true and correct to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Mary Margaret Fowler
Notary Public

(NO STAMPS REQUIRED)

THIS DEED, Made this 29 day of October, 1943, by and between the County Commissioners of Anne Arundel County, a body corporate of the State of Maryland, party of the first part hereinafter referred to as "Grantor"; and Lula M. Hartney, party of the second part hereinafter referred to as "Grantee", of Anne Arundel County, Maryland.

WITNESSETH: That for and in consideration of the sum of Five ($5.00) Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey unto the said Grantee, her heirs and assigns in fee simple, all those lots or parcels of ground located in the Fourth Election District of Anne Arundel County and more particularly described as Lots Nos. 8, 9, 17 and 18 of Section "Y" and Lots Nos. 3 and 4 of Section "A.E." as shown on a Plat of Colonial Park recorded in the Plat Records of Anne Arundel County.

BEING part of the same property what was conveyed to the County Commissioners of Anne Arundel County by C. Albert Hodges, late County Treasurer, by deed dated April 30, 1937, and recorded in the Land Records of Anne Arundel County in Liber F.A.M. No. 164, folio 103.

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

TO HAVE AND TO HOLD the above described lots to and unto the proper use and benefit of the said Grantee, her heirs and assigns in fee simple.

IN WITNESS WHEREOF, the County Commissioners of Anne Arundel County has caused these presents to be executed by its President, John J. Levay, whose signature is duly attested by its Clerk, Harry Arnold, and its corporate seal affixed.

ATTEST:
R. HARRY ARNOLD, CLERK.
(CORPORATE SEAL)

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY
BY: JOHN J. LEVAY
PRESIDENT.

Complainant's Exhibit No. 1.
Filed 15 Nov., 1955.

9

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY THAT ON THIS 29 DAY of October, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John J. Levay, President of the County Commissioners of Anne Arundel County, and acknowledged, the foregoing deed to be the act of the corporation; and he further made oath that he is the duly authorized agent of the corporation for the purpose of making this affidavit.

AS WITNESS my hand and Notarial seal.

(NOTARIAL SEAL) THEODORE T. PANTALEO

My Commission Expires May 7, 1945. NOTARY PUBLIC

Recorded- 29th-Oct-1943-at-11-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. 291, folio 291, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 24th day of August, 1955.

George T. Cromwell Clerk

George T. Cromwell

No stamps required. L. K. D.

NO TITLE EXAMINATION

THIS DEED, Made this 6 day of September, 1946; by and between Lula M. Hartney, and Elmer J. Hartney, her husband, parties of the first part; "GRANTORS"; and Katherine Gallion, married, party of the second part, "GRANTEE"; all of Anne Arundel County, State of Maryland.

WITNESSETH: That for and in consideration of the sum of Ten Dollars and other good and valuable considerations, the said GRANTORS do grant and convey unto the said Katherine Gallion, her heirs and assigns in fee simple, all those two lots of ground in the Fourth Election District of Anne Arundel County, Maryland; and described as follows:

BEING lots three (3) and four (4) of Section "A.E" as shown on a Plat of Colonial Park recorded among the Land Records of Anne Arundel County.

BEING the part of the same property which the grantor Lula M. Hartney, acquired from the County Commissioners of Anne Arundel County, by deed dated October 29, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 291, folio 291.

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

TO HAVE AND TO HOLD the above described lots of ground and premises unto and to the proper use and benefit of the said Grantee, her heirs and assigns in fee simple.

WITNESS the hands and seals of said grantors.

Witness:

Theodore T. Pantaleo — Lula M. Hartney (SEAL)
Lula M. Hartney

Theodore T. Pantaleo — Elmer J. Hartney (SEAL)
Elmer J. Hartney

Complainants Exhibit No. 2.
Filed 15 Nov., 1955.

DEED

I hereby certify that the property mentioned in this deed has been transferred as provided by act 1920.

R. Harry Arnold,
Clerk.

LULA M. HARTNEY and ELMER J. HARTNEY, her husband.

TAXES PAID
TO DEC. 31, 1946
THOMAS W. DAVIS
Treas.

to

KATHERINE GALLION, married.

Lots Nos. 3 and 4, Colonial Park, Fourth Election District of Anne Arundel County, State of Maryland.

Received for Record 6 Day of Sept 1946 at 3 o'clock P.M. and the same day recorded in Liber J.H.H., No. 380 Fol. 288 Land Records of Anne Arundel County.

John H. Hopkins Clerk.

JOHN DEMYAN, JR.
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

LIBER 96 PAGE 70

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 6 day of September, 1946, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared Lula M. Hartney and Elmer J. Hartney, her husband----------, and they acknowledged the foregoing deed to be their respective act.

WITNESS my hand and Notarial Seal.

Theodore T. Pantaleo
Notary Public

THEODORE T. PANTALEO
NOTARY PUBLIC
ANNE ARUNDEL COUNTY, MD.

LIBER 96 PAGE 71

LIBER 822 PAGE 332

THIS DEED, Made this 3rd day of April, in the year one thousand nine hundred and fifty-four, by Cleed L. Gallion and Mabel Gallion, his wife, and Mabel Gallion Phoebus and Earl R. Phoebus, her husband, of the first part, grantors, and Aurelia Lamb, of the second part, GRANTEE.

WITNESSETH, That in consideration of the sum of Five Dollars and other good and valuable considerations, receipt whereof is hereby acknowledged, the said parties of the first part do grant and convey unto the said Aurelia Lamb, her heirs and assigns, in fee simple, all those lots of ground situate and lying in the Fourth Election District of Anne Arundel County, State of Maryland, described as follows, that is to say:

All those lots of ground known and designated as numbers three (3), four (4), five (5), ten (10), eleven (11), twelve (12) and thirteen (13) Block"AE" COLONIAL PARK, as shown on plat recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod D-8, Plat Nos. 339 and 340.

BEING the same lots of ground which by deed of even date herewith, and recorded, or so intended, to be prior hereto, were conveyed by Joseph H. Griscom Treasurer of Anne Arundel County, to said Cleed L. Gallion; AND BEING ALSO the same lots of ground which by deed, dated September 6, 1946, and recorded among aforesaid Land Records in Liber JHH No. 380, folio 288, was conveyed by Lula M. Hartner and Elmer Hartney, her husband, to Katherine Gallion, now intermarried with Earl R. Phoebus.

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

TO HAVE AND TO HOLD the said lots of ground and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Aurelia Lamb, her heirs and assigns in fee simple.

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

Complainant's Exhibit No. 3.

Filed 15 Nov. 1955.

LIBER 96 PAGE 72
LIBER 822 PAGE 332

AS WITNESS the hands and seals of said GRANTORS:

TEST:

Cleed L. Gallion (SEAL)
Cleed L. Gallion

Mabel Gallion (SEAL)
Mabel Gallion

Frankie D. Wilson
Frankie D, Wilson

Katherine Gallion Phoebus (SEAL)
Katherine Gallion Phoebus

Earl R. Phoebus (SEAL)
Earl R. Phoebus

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I HEREBY CERTIFY, That on this 3RD day of April, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Cleed L. Gallion and Mabel Gallion, his wife, Katherine Gallion Phoebus and Earl R. Phoebus, her husband, GRANTORS in the foregoing deed, and they acknowledged the same to be their act.

AS WITNESS my hand and Notarial Seal.

Frankie D. Wilson - Notary Public.

Recorded: April 6, 1954 at 1.30 P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Deed is a true copy, per photostat, as recorded in Liber J.H.H. No. 822, folio 332, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 24th day of August, 1955

George T. Cromwell, Clerk

LIBER 96 PAGE 73
COMPLAINANT'S EXHIBIT NO. 4

1164

CERTIFICATE OF TAX SALE

I, Joseph N. Greenan Sr Successor to C. Albert Hodges, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on ~~October~~ July 25 1932 I sold to A. A. Co. Comm. at public auction for the sum of ..... Dollars and ..... Cents, of which ..... Dollars has been paid as a deposit on the property in 4 District described as See reverse side for description of properties on Colonial Park.

and assessed to See reverse side of certificate

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After ~~October~~ July 22 1933, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 13 day of May 19 55

Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this 13 day of ~~October~~, May 1955 before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph N. Greenan Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 6 1957

Complainant's Exhibit No. 4

Filed 15 Nov, 1955

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Property in Colonial Park.

Lot 26 Block Z Assessed to [illegible] Collins
Lot 15 Block M Assessed to [illegible]
Lots 14-15 Block V Assessed to [illegible]
Lot 6 Block [illegible] [illegible] Reynolds
Lot 12 Block M [illegible]
Lot 4 Block M Assessed to [illegible]
Lot 41 Block Z Assessed to [illegible]
3-4 [illegible]
Lots - 1-2-3-4-5-6-7-8-9-10-13-17 Blk F + ~~Lot~~
Lots - 1-2-4-6-7-8-9-10-12-13-14-15-18 Blk G + Lot 16
Lots - 1-2-5-6-10-11-12-15 Blk H + Lot 9
Lots - 1-2-3-4-7-8-9-10-13-14-15-27-30 Blk H. X.
Lots 3-5-6-7-8-11-12-17-18- Blk R + Lots 15-16
Lots 5+6 9-10-11-12-22-23-28-29-35-38 Blk. X + Lot 7-8-26.
Lots 1-2-5-6-7-8-9-10-11-12-13-17-18 Blk Z + Lots 14-15-16

Lots - 1-2-3-9-10-11-20-21-24-25-26-29-30-35-36 37 Blk. B.
Lots 1-2-3-4-5-6-7-8-9-10-11-12-13-14-16-17 Blk C
Lots - 14-16-17-18-25-31-32 Blk. D.
Lots 5-6-9-10-11-12-13-14-15-18-19-22-23-29-30-32 Blk E.
Lots - 1-2-3-5-6-7-8-9-11-12-13-14-15-16-19 Blk J
Lots. 5-6 Blk. L.
Lots. 6-9- Blk M.
Lots. 3-4 Blk N.
Lots - 3-4-5. Blk P
Lots - 1-2-3-6-7-8-9-10-14-15-18-19 Blk Z + Lots 20-21-22-23 24-25-27-28-29-32-33-40-42 Blk Z
Lots. 2-5-6-7-8-9-12-~~13~~-15-16-18 Blk V - the remaining Lots of 500 assessed to The Aladdin Realty and Home Bldgs.

OK as to form
MHA

Annapolis, Md., May 24, 1955

FOR VALUE RECEIVED, the County Commissioners of Anne Arundel County do hereby assign the within Tax Sale Certificate No. 1164 unto Frankie Wilson & Sons, Inc.
WITNESS the corporate seal of said body corporate together with the signature of Ralph L. Lowman, its President.

WITNESS: Lucy F. Loskosky

County Commissioners of Anne Arundel County,
Ralph L. Lowman, President. (SEAL CORP.)
Ralph L Lowman

(NO STAMPS REQUIRED).

THIS DEED, Made this third day of September, 1946, by and between Joseph H. Pepper, Late Treasurer of Anne Arundel County; party of the first part, Thomas W. Davis, Treasurer of Anne Arundel County; party of the second part, and the Anne Arundel County Commissioners, a body corporate, of the third part, "GRANTORS", and Edward N. C. Bradley and Agner R.Bradley, his wife, parties of the fourth part, "GRANTEES", all of Anne Arundel County, Maryland.

WHEREAS Ambrose Bopp, defaulted in the payment of State, County and School taxes for the year 1941 and prior thereto, and James A. Walton, Late Treasurer of Anne Arundel County,sold Lots Nos. 199 and 200, Section "A", Roland Terrace, at a public sale held on October 13, 1942, unto the County Commissioners of Anne Arundel County, a body corporate, it being the highest bidder therefor, and

WHEREAS, the said tax sales proceedings are recorded among Tax Sales No. #6032, and

WHEREAS, James Zahrodka, defaulted in the payment of State County and Scool taxes for the year 1938 and prior thereto, and Joseph H. Pepper, Late Treasurer of Anne Arundel County, sold Lots Nos. 33 and 34, Section "A", Block 20, Roland Terrace, at a public tax sale held on October 9, 1939, unto the County Commissioners of Anne Arundel County, it being the highest bidder therefor, and

WHEREAS, the said tax sales proceedings are recorded in Tax Sales No. #5042, and

WHEREAS, Edwin L. Johnston and Mattie R. Johnston, his wife defaulted in the payment of State, County and School taxes for the year 1938 and prior thereto, and John M. Green, Late Treasurer of Anne Arundel County, sold Lots Nos. 39 and 40 Section 6, Roland Terrace, at a public Tax sale held on October 9, 1939, unto the County Commissioners of Anne Arundel County, a body corporate, it

Complainants Exhibit No. 5
Filed 15 Nov., 1955.

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being the highest bidder therefor, and

WHEREAS, the tax sales proceedings are recorded in Tax Sales No. #5016, and

WHEREAS, the said parties of the first, second and third parts, "GRANTORS" join in the execution of this deed for the purpose of conveying all of their respective rights, titles, interests, estates and claims, in the hereinafter described property unto the grantees, and

WITNESSETH: That for and in consideration of the sum of Ten Dollars and other good and valuable considerations, the said GRANTORS, do grant and convey unto Edward N. C. Bradley and Agnes R. Bradley, his wife, as tenants by the entireties, the survivor of them, his or her heirs and assigns in fee simple, all those lots of ground in Roland Terrace, Fifth Election District of Anne Arundel County, Maryland, and described as follows:

DESCRIPTIONS:

BEING lots numbered199 and 200, Section "A", Roland Terrace,

Being the same property acquired by Ambrose Bopp by deed dated June 8, 1920 and recorded among the Land Records of Anne Arundel County in Liber W. N. W. 37, folio 38; it also being a part of the land which by deed dated October 3, 1916, recorded among the aforesaid Land Records in Liber G. W. 133, folio 182, was granted by William G. Geichel et al , to the Curtis Bay Realty Company.

BEING Lots numbered 33 and 34, Block 20,Section "A", Roland Terrace; and being the same property which James Zahrodka acquired by deed dated May 21, 1928 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 40, folio 8.

BEING lots numbered 39 and 40, Section 6,Roland Terrace; and being the same property which Edwin L. Johnston and Mattie R. Johnson, his wife, acquired from The Roland TerraceCorporation,by deed dated July 7, 1924 and recorded among the aforesaid Land Records in Liber W.N.W. 89, folio 252.

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

TO HAVE AND TO HOLD the above described property unto and to the proper use and benefit of the said Edward N. C. Bradley and Agnes R. Bradley, his wife, as tenants by the entireties, in fee simple.

WITNESS the hands and seals of said grantors.

Witness: Joseph H. Pepper (SEAL)

Mabel M.Stevenson Late Treasurer of Anne Arundel County.

Thomas Johnson Thomas W. Davis (SEAL)

Treasurer of Anne Arundel County.

R. Harry Arnold CCUNTY COMMISSIONERS OF ANNE ARUNDEL

(CORPORATE SEAL) COUNTY, a body corporate.

By John J. Levay, President.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 27 day of September, 1946, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared Joseph H. Pepper, Late Treasurer of Anne Arundel County; Thomas W. Davis, Treasurer of Anne Arundel County; and John J. Levay, President of the Board of County Commissioners a body corporate, and each acknowledged the foregoing deed to be their act.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Mabel M.Stevenson

Notary Public.

Recorded Oct. 5th, 1946 at 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. 384,folio 99, one of the Land Record Books for Anne Arundel County.

In testimony whereof I have hereunto set my hand and Seal this 24th day of May, A. D., 1955.

John H. Hopkins, 2d CLERK

of the Circuit Court for Anne Arundel County.

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THIS DEED, made this 21st day of May, 1928, by The Guaranty Trust Company of Roanoke, Virginia, (formerly Title Guarantee Trust and Savings Bank, of Roanoke, Virginia) party of the first part and James Zahradka, party of the second part;

W I T N E S S E T H.

THAT FOR AND IN CONSIDERATION of the sum of Five Dollars ($5.00) cash in hand paid, and other valuable considerations, receipt of which is hereby acknowledged, the said Guaranty Trust Company doth grant and convey unto the said James Zahradka, his heirs and assigns, in fee simple, all that piece or parcel of ground situate and lying in Anne Arundel County, State of Maryland and described as follows, that is to say:

> Lots thirty-three (33) and thirty four (34) Block twenty (20), as shown on Plat A, of the Roland Terrace Addition, said plat dated July 30, 1920, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 1, Section 3, Folio 215; and being part of the property which by deed of September 29, 1924, was granted and conveyed by the Roland Terrace Corporation to the said Title Guarantee Trust & Savings Bank, and recorded among the Land Records of Anne Arundel County, in Liber W.N.W. No. 91, Folio 89.

TO HAVE AND TO HOLD said piece or parcel 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 said James Zahradka, his heirs and assigns, in fee simple, subject, however, to the restrictions, conditions and covenants recited in a deed from the Curtis Bay Realty Corporation to the Fairfax Realty Corporation, dated April 25, 1918.

Complainant's Exhibit No. 6.

Filed 15 Nov, 1955.

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AND the said Roland Terrace Corporation hereby covenants that it will warrant specially the property hereby granted and conveyed; and that it will execute such further assurances of said property as may be requisite,

WITNESS the corporate seal of the said Guaranty Trust Company, duly attested, and the hand of its President.

Test:

GUARANTY TRUST COMPANY OF ROANOKE, Va.

Claude O. Young.
Secretary.

(Corporate Seal)

STATE OF VIRGINIA, City of Roanoke, SS:

I HEREBY CERTIFY, that on this 22 day of May, 1928, before me, the subscriber, a Notary Public, in and for the State and City aforesaid, personally appeared T.W. Fugate, President of the Guaranty Trust Company of Roanoke, Virginia, and acknowledged the foregoing deed to be the act and deed of the said Guaranty Trust Company of Roanoke, Virginia.

AS WITNESS my hand and Notarial Seal.

My Commission espires My commission expires Feb. 27, 1932.

(Notary Seal) Marie E. Casey - Notary Public.

Recorded 17 August, 1928 - 10 A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing Deed is truly taken and copied from Liber F.S.R. No. 40, folio 8, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 24th day of August, 1955.

George T. Cromwell, Clerk
George T. Cromwell

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LIBER 96 PAGE 80
COMPLAINANT'S EXHIBIT NO.

CERTIFICATE OF TAX SALE

1177

I, Joseph N. Grason Sr. Successor to John M. Green, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9, 1939, I sold to A. A. Co Comm. at public auction for the sum of 24 Dollars and 64 Cents, of which ..... Dollars has been paid as a deposit on the property in 5 District described as Lots 33-34 Block 20 Section A. situated at Roland Terrace

and assessed to James Zabrodka

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10, 1940, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 18 day of May 19 55

Collector.

State of Maryland, Anne Arundel County, Sct: May

I hereby certify, that on this 18 day of October, 1955, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph N Grason Sr, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 6, 1957

Complainants Exhibit No. 7.

Filed 15 Nov., 1955.

23

Annapolis, Maryland, May 24, 1955

FOR VALUE RECEIVED, the County Commissioners of Anne Arundel County do hereby assign the within Tax Sale Certificate No. 1177 unto: Frankie Wilson & Sons, Inc.

Witness the corporate seal of said body corporate together with the signature of Ralph L. Lowman, its President.

County Commissioners of Anne Arundel County

By Ralph L Lowman

Ralph L. Lowman, President.

Lucy F. Lachocky

(Corporate Seal)

Approved 10/4/55
[illegible]
Mawr [illegible]
Pennsd

COMPLAINANT'S EXHIBIT NO. 8

LIBER 96 PAGE 82
1160

CERTIFICATE OF TAX SALE

I, Joseph H. Gruscin Jr. Successor to C. Albert Hodges, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on ~~October~~ May 3 1927, I sold to A. A Co. Comm. at public auction for the sum of ..... Dollars and ..... Cents, of which ..... Dollars has been paid as a deposit on the property in 4 District described as All that lot of parcel of ground and improvements lying in the Fourth Election District of Anne Arundel County being Lot No. 17 in Block D as shown on the plat of Colonial Park which was conveyed to Mary D. Duvall by Aladdin Realty - Home Builders Corporation by a deed dated the 6th day of July 1922 and recorded among the Land Records for said County in Liber W.N.W. No. 47 folio 210 etc.

and assessed to Mary D. Duvall for state, county and school taxes for the year 1922, subsequent taxes to be paid by purchaser on ratification of sale.

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~~ May 4 1928, 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 May 19 55

Joseph H. Gruscin Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 13 day of ~~October~~ May, 1955, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Gruscin Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 6 1957

NELLIE ELIZABETH STERLING NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

Complainant's Exhibit No. 8

Filed 15 Nov., 1955

24

Annapolis, Maryland, May 24, 1955

FOR VALUE RECEIVED, the County Commissioners of Anne Arundel County do hereby assign the within Tax Sale Certificate No. 1160 unto Frankie Wilson & Sons, Inc.

WITNESS the corporate seal of said body corporate together with the signature of Ralph L. Lowman, its President.

Witness:

County Commissioners of Anne Arundel County

By Ralph L. Lowman
Ralph L. Lowman, President.

(Corporate Seal)

Ok as to form
MAB

LIBER 96 PAGE 84
COMPLAINANT'S EXHIBIT NO. 9

1162

CERTIFICATE OF TAX SALE

I, Joseph H. Gracom Sr. Successor to C. Albert Hodges, ~~Collector~~ of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on ~~October~~ September 3, 1929, I sold to A A Co. Comm at public auction for the sum of ..... Dollars and ..... Cents, of which ..... Dollars has been paid as a deposit on the property in North District described as See attached list on reverse side of certificate for description of properties in Colonial Park

and assessed to See reverse side

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~~ September 4, 1930, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 13 day of May 19 55

Joseph H. Gracom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 13 day of ~~October~~, ~~May, 1955~~, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Gracom, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 6 1957

Complainant's Exhibit No. 9

Filed 15 Nov., 1955

25

Following lots all in Clinical Park.

Lot 27	Block X	Assessed to	Mary Beverly
Lot 4	Block D	Assessed to	[illegible] B. Diggs
Lot 11	Blk D	Assessed to	Elizabeth Darsey
Lot 18	Blk B	Assessed to	Elizabeth [illegible]
Lot 17	Blk D	Assessed to	Alice Irley
Lot 31	Blk E	Assessed to	[illegible]
Lot 233	Blk B	Assessed to	James [illegible]
Lot 6	Blk P	Assessed to	[illegible]
Lot 5	Blk M	Assessed to	Ida Keys
Lot 30	Blk Q	Assessed to	Daniel & Susan Moore
Lot 10	Blk M	Assessed to	Helena Sanders
Lots 11-12	Blk F	Assessed to	Morris Tankin
Lots 11-12	Blk K	Assessed to	Louisa Twitley
Lots 20-21	Blk J	Assessed to	Thomas White
Lot 27	Blk B	Assessed to	Wm Williams
+ Lots 34-35	Blk Q	Assessed to	John H. Young

Annapolis, Maryland, May 24, 1955

FOR VALUE RECEIVED, the County Commissioners of Anne Arundel County do hereby assign the within Tax Sale Certificate No. 1162 unto Frankie Wilson & Sons, Inc. WITNESS the corporate seal of said body corporate together with the signature of Ralph L. Lowman, its President.

WITNESS: Lucy F. [illegible]

County Commissioners of Anne Arundel County

By Ralph L. Lowman

Ralph L. Lowman, President.

(Corporation Seal)

OK to form

M.S.L.

LIBER 96 PAGE 86

COMPLAINANT'S EXHIBIT NO. 1

1163

CERTIFICATE OF TAX SALE

I, Joseph N. Grissom Jr. Successor to C Albert Hodges, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on ~~October~~ July 22 1930 I sold to A A Co Comm. at public auction for the sum of ..... Dollars and ..... Cents, of which ..... Dollars has been paid as a deposit on the property in 4th District described as See reverse side for description of properties in Colonial Park

and assessed to See reverse side of certificate

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After ~~October~~ July 23 1931, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 13 day of May 19 55

Joseph N. Grissom Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 13 day of ~~October~~, May 1955, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph N. Grissom Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 6 1957

Complainant's Exhibit No. 10

Filed 15 Nov., 1955

26

Property in Colonial Park

Lot 31 Blk F [illegible] Amusement Park Co. (See below)
83 Lots
Lot 24-25 Blk E. [illegible] to [illegible] Brown
Lot 26 Blk E. Assessed to Charlotte Hawkins
Lots 9-10 Blk R. Assessed to Georgia James
Lot 2 Blk M. Assessed to Ella Minus
Lots 17-18-19 Blk Y Assessed to [illegible]
Lot 7 Block E. Assessed to William [illegible]

83 Lots Being Lot 9-10-13 to 20 Inc + Lots 23 to 51 Inc

Annapolis, Maryland, May 24, 1955

FOR VALUE RECEIVED, the County Commissioners of Anne Arundel County do hereby assign the within Tax Sale Certificate No. 1163 unto Frankie Wilson & Sons, Inc. WITNESS the corporate seal of said body corporate together with the signature of Ralph L. Lowman, its President.

WITNESS: Lucy L. Foskosky

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY

By Ralph L. Lowman
Ralph L. Lowman, President.

Ok as to form:
MAK

(Corporation Seal)

LIBER 96 PAGE 88
COMPLAINANT'S EXHIBIT NO.

1165

CERTIFICATE OF TAX SALE

I, Joseph N. Grissom Sr. Successor to C Albert Hodges. Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on ~~October~~ Nov. 14, 1933 I sold to A A Co. Comm. at public auction for the sum of ..... Dollars and ..... Cents, of which ..... Dollars has been paid as a deposit on the property in 4 District described as See reverse side for discription of properties in Colonial Park

and assessed to See reverse side of certificate

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After ~~October~~ Nov. 15, 1934, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 13 day of May 1955

Joseph N. Grissom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 13 day of ~~October~~ May 1955, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph N. Grissom Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 6, 1957

Complainants Exhibit No. 11.

Filed 15 Nov, 1955

27

Property in Colonial Park

Lots 36, 37 Blk X Assessed to Wm. Green
Lot 7 & 8 Blk 12 Assessed to Rose Q. Garrett
Lot 5 Blk 2 Assessed to Wm. Amelia [illegible]
Lots 27-28 Blk 6 Assessed to [illegible]

Annapolis, Maryland, May 24, 1955

FOR VALUE RECEIVED, the County Commissioners of Anne Arundel County do hereby assign the within Tax Sale Certificate No. 1165 unto Frankie Wilson & Sons, Inc.

AS WITNESS the corporate seal of said body corporate together with the signature of Ralph L. Lowman, its President.

Witness: Lucy F. Loskosky

County Commissioners of Anne Arundel County

Ralph L. Lowman

Ralph L. Lowman, President

(Corporation Seal)

Ok as to form
M.S.A.

COMPLAINANT'S EXHIBIT NO. 1C

LIBER 96 PAGE 90

1166

CERTIFICATE OF TAX SALE

I, Joseph N. Grisconi Jr successor to C. Albert Hodges, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on ~~October~~ July 24, 1934, I sold to A. A. Co Comm. at public auction for the sum of ..... Dollars and ..... Cents, of which ..... Dollars has been paid as a deposit on the property in Fourth District described as See reverse side of certificate for discription of properties

and assessed to See reverse side of certificate

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After ~~October~~ July 25, 1935, 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 May 1955

Joseph N. Grisconi Jr
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 13 day of ~~October~~ May 1955, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph N Grisconi, Jr, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 6, 1957

Complainants Exhibit No 1C

Filed 15 Nov, 1955

28

Property in Colonial Park

Lot 22 - Blk E Assessed to Albert [illegible]
Lot 17 Blk D Assessed to [illegible]
Lots 1-2 Blk M Assessed to Preston [illegible]
Lot 9 Blk N Assessed to [illegible]
Lot 3 Block D Assessed to Mrs. [illegible]
Lot [illegible] Block X Assessed to [illegible]
Blk E Assessed to [illegible]
Lot 21
Lot 20 Blk D Assessed to [illegible]

Annapolis, Maryland, May 24, 1955

FOR VALUE RECEIVED, the County Commissioners of Anne Arundel County do hereby assign the within Tax Sale Certificate No. 1166 unto Frankie Wilson & Sons, Inc.

WITNESS the corporate seal of said body corporate together with the signature of Ralph L. Lowman, its President.

WITNESS:

Lucy F. Lockerby

County Commissioners of Anne Arundel County

By Ralph L. Lowman

Ralph L. Lowman, President

(Corporation Seal)

OK as to form
MAA

COMPLAINANT'S EXHIBIT N 13

LIBER 96 PAGE 92

1167

CERTIFICATE OF TAX SALE

Succeed to C. Albert Hodges

I, Joseph N. Gracom Sr., Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on ~~October~~ Oct 11, 1932 I sold to A. A. Co. Comm. at public auction for the sum of ..... Dollars and ..... Cents, of which ..... Dollars has been paid as a deposit on the property in 4th District described as See reverse side for description of properties

and assessed to See reverse side of certificate

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~~ Oct. 12, 1933, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 13 day of May 19 55

Joseph N. Gracom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 13 day of ~~October~~ May, 1955, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph N. Gracom Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 6, 1957

Complainants Exhibit No. 13.
Filed 15 Nov., 1955.

29

Property in Colonial P

Lot 4 Block B. Assessed to James Ross Allen
Lot 15 Block E. Assessed to [illegible]
Lot 9 Block E. [illegible]
Eliminate Lots 17-18 Blk J. [illegible] to Susie [illegible]
Lot 27 Blk E. [illegible] Waterwood
Lot [illegible] Blk X [illegible]
Lot 5 Block G Assessed to Mamie Magruder
Lots 7-8 Block N [illegible]
Lot 11 Blk D Assessed to [illegible] Wheeler
Lots 3, 4. Blk E. Assessed to [illegible] Whittington
Lot 3 Blk L. Assessed to [illegible]

Annapolis, Md., May 24, 1955

FOR VALUE RECEIVED, the County Commissioners of Anne Arundel County do hereby assign the within Tax Sale Certificate No. 1167 unto Frankie Wilson & Sons, Inc., its successors and assigns.

WITNESS the corporate seal of said body corporate together with the signature of Ralph L. Lowman, its President.

WITNESS: Lucy F. [illegible]

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY

By Ralph L. Lowman
Ralph L. Lowman, President.

Ok as to form:
MTA

COMPLAINANT'S EXHIBIT NO. 7

1168

CERTIFICATE OF TAX SALE

LIBER 96 PAGE 94

I, Joseph H. Gruscom Jr., Successor to Joseph W Pepper Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 13, 1936, I sold to A. A. Co. Comm. at public auction for the sum of ..... Dollars and ..... Cents, of which ..... Dollars has been paid as a deposit on the property in Fourth District described as Property in Colonial Park, see reverse side for description

and assessed to See reverse side

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

Witness my hand and seal, this 13 day of May 1955

Joseph H. Gruscom Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 13 day of ~~October~~, May 1955, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Gruscom Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public

My Commission Expires May 6 1957

Complainant's Exhibit No. 7

Filed 15 Nov., 1955

30

Property in Colonial [illegible]

Lot 16 Block B. Assessed to [illegible]

Lots 5-6 Block N Assessed to [illegible]

Lots 4-5-6 Block D [illegible]

[illegible]

~~Lot 1 [illegible]~~ ~~[illegible]~~ MCS

ELIMINATE A/T. SAM LOGAN

Annapolis, Maryland, May 24, 1955

FOR VALUE RECEIVED, the County Commissioners of Anne Arundel County do hereby assign the within Tax Sale Certificate #1168 unto Frankie Wilson & Sons, Inc. WITNESS the corporate seal of said body corporate together with the signature of Ralph L. Lowman, its President.

Witness: Lucy F. Zachary

County Commissioners of Anne Arundel County

By Ralph L. Lowman

Ralph L. Lowman, President

(Corporation Seal)

OK as to form
MSA

COMPLAINANT'S EXHIBIT NO. 7

LIBER 96 PAGE 96

1169

CERTIFICATE OF TAX SALE

I, Joseph H. Griscom Sr., Successor to Joseph H. Pepper, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 11, 1937, I sold to A. A. Co. Comm. at public auction for the sum of ..... Dollars and ..... Cents, of which ..... Dollars has been paid as a deposit on the property in Fourth District described as See reverse side of Certificate

and assessed to See reverse side of certificate

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12, 1938, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 13 day of May 1955

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 13 day of ~~October~~, May 1955, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 6, 1957

Complainant's Exhibit No. 7

Filed 15 Nov., 1955

31

Property in Cal...

Lot 25-26 Blk 11. Assessed to Lloyd H Garrett
Lot 43 Blk 2. Assessed to [illegible]

Annapolis, Md., May 24, 1955

FOR VALUE RECEIVED, the County Commissioners of Anne Arundel County do hereby assign the within Tax Sale Certificate No. 1169 unto Frankie Wilson & Sons, Inc.

Witness the corporate seal of said body corporate together with the signature of Ralph L. Lowman, its President.

Witness: [signature]

County Commissioners of Anne Arundel County

By [signature]
Rakph L. Lowman, President

ok
10/4/55
as 6 [illegible]
[illegible]

LIBER 96 PAGE 98

COMPLAINANT'S EXHIBIT NO. 16)

CERTIFICATE OF TAX SALE

1170

Successor to C. Allen Hodges

I, Joseph N. Gracom Sr., Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 1st 1935, I sold to A. A. Co. Comm. at public auction for the sum of ..... Dollars and ..... Cents, of which ..... Dollars has been paid as a deposit on the property in Fourth District described as See reverse side for discription of properties in Colonial Park

and assessed to See reverse side

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 15 1936, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 13 day of May 1955

Joseph N. Gracom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 13 day of ~~October~~ May, 1955, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph N. Gracom Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 6 1957

Complainants Exhibit No. 16

Filed 15 Nov., 1955

32

Annapolis, Maryland, May 24, 1955

FOR VALUE RECEIVED, the County Commissioners of Anne Arundel County do hereby assign within Tax Sale Certificate No. 1170 unto Frankie Wilson & Sons, Inc.

Witness the corporate seal of said body corporate together with the signature of Ralph L. Lowman, its President.

Witness: Lucy T. Tarbutt

County Commissioners of Anne Arundel County

By Ralph L. Lowman
Ralph L. Lowman, President.

(Corporation Seal)

10/4/55
Assigned to [illegible]

LIBER 96 PAGE 100

COMPLAINANT'S EXHIBIT NO.

1171

CERTIFICATE OF TAX SALE

I, Joseph N. Griscom Sr., Successor to Joseph N. 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 ..... Dollars and ..... Cents, of which ..... Dollars has been paid as a deposit on the property in 4 District described as See reverse side of certificate for description of property in Colonial Park

and assessed to See reverse side of Certificate

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 13 day of May 1955

Joseph N. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 13 day of ~~October~~ May, 1955, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph N. 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 6, 1957

Complainants Exhibit No 17.

Filed 15 Nov, 1955

33

LIBER 96 PAGE 101

Property in Colonial Park

[illegible]

Annapolis, Md., May 24, 1955

FOR VALUE RECEIVED, the County Commissioners of Anne Arundel County do hereby assign the within Tax Sale Certificate No. 1171 unto Frankie Wilson & Sons, Inc.

Witness the corporate seal of said body corporate together with the signature of Ralph L. Lowman, its President.

Witness: Lucy L. Lashosky

County Commissioners of Anne Arundel County

By Ralph L. Lowman

Ralph L. Lowman, President

(Corporation seal)

Ok a to Jm
10/4/55
M.A.

COMPLAINANT'S EXHIBIT NO. 18

1173

CERTIFICATE OF TAX SALE

I, Joseph H. Griscom Sr., Successor to John M. Green Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9, 1939, I sold to A. A. Co Comm. at public auction for the sum of ..... Dollars and ..... Cents, of which ..... Dollars has been paid as a deposit on the property in 4 District described as See reverse side for description of property in Colonial Park.

and assessed to See reverse side of certificate.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10, 1940, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 13 day of May 1955

Joseph H. Griscom
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 13 day of ~~October~~ May, 1955, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 6, 1957

Complainant's Exhibit No. 18

Filed 15 Nov., 1955

Property in Colonial Park

~~[illegible]~~

Lot 11	Blk D	[illegible]	[illegible]
Lot 3	Blk M	[illegible]	[illegible]
Lot 28	Blk B	[illegible]	[illegible]
Lot 16	Blk [illegible]	[illegible]	[illegible]
Lot 7	Blk D	[illegible]	[illegible]

Annapolis, Md., May 24, 1955

FOR VALUE RECEIVED, the County Commissioners of Anne Arundel County do hereby assign the within Tax Sale Certificate No. 1173 unto Frankie Wilson & Sons, Inc. Witness the corporate seal of said body corporate together with the signature of Ralph L. Lowman, its President.

Witness: [signature]

County Commissioners of Anne Arundel County,

By [signature]

Ralph L. Lowman, President

(Corporation seal)

10/4/55

LIBER 96 PAGE 104

COMPLAINANT'S EXHIBIT NO. 1

CERTIFICATE OF TAX SALE

1174

I, Joseph H. Griscom Sr, Successor to Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14, 1940, I sold to A. A. Co Comm. at public auction for the sum of ..... Dollars and ..... Cents, of which ..... Dollars has been paid as a deposit on the property in 4 District described as Lot 1 Blk M. and Lots 13-14 Blk H. situated at Colonial Park

and assessed to John H. Moore and Maude C. & S. Sanks resp.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 15, 1941, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 13 day of May 1955

[signature]
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 13 day of ~~October,~~ May 1955, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom Sr, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 6, 1959

Complainant's Exhibit No. 19

Filed 15 Nov., 1955

35

LIBER 96 PAGE 105

Annapolis, Md., May 24, 1955

FOR VALUE RECEIVED, the County Commissioners of Anne Arundel County do hereby assign the within Tax Sale Certificate No. 1174 unto Frankie Wilson & Sons, Inc.

Witness the corporate seal of said body corporate, together with the signature of Ralph L. Lowman, its President.

Witness: County Commissioners of Anne Arundel County

By Ralph L. Lowman
Ralph L. Lowman, President

(Corporate Seal)

10/4/55
Md

COMPLAINANT'S EXHIBIT NO. [illegible] LIBER 96 PAGE 106

CERTIFICATE OF TAX SALE

1175

I, Joseph N. Grissom Sr. successor to James A Walton Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 13, 1942, I sold to A. A Co Comm. at public auction for the sum of ..... Dollars and ..... Cents, of which ..... Dollars has been paid as a deposit on the property in Fourth District described as Lot 28 Block D situated at Colonial Park:

and assessed to Samuel Brown

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 14, 1943, 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 May 19 55

Joseph N. Grissom Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 13 day of ~~October~~ May 1955, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph N. Grissom Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 6, 1957

Complainants Exhibit No. 20.

36

Filed 15 Nov, 1955

Annapolis, Md., May 24, 1955

FOR VALUE RECEIVED, the County Commissioners of Anne Arundel County do hereby assign the within Tax Sale Certificate No. 1175 to Frankie Wilson & Sons, Inc.

Witness the corporate seal of said body corporate together with the signature of Ralph L. Lowman, its President.

Witness: Lucy F. Lindsay

County Commissioners of Anne Arundel County

By Ralph L. Lowman

Ralph L. Lowman, President

Corporation Seal)

Approved 10/4/55 MLA

COMPLAINANT'S EXHIBIT NO. LIBER 96 PAGE 108

1176

CERTIFICATE OF TAX SALE

I, Joseph N. Grason Jr. Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 11, 1943, I sold to A. A. Co Comm. at public auction for the sum of ..... Dollars and ..... Cents, of which ..... Dollars has been paid as a deposit on the property in 4 District described as Lots 7 & Part Block B situate at Colonial Park

and assessed to Margaret Jackson.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12, 1944, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 13 day of May 19 55

Joseph N. Grason Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 13 day of ~~October~~ May, 1955, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph N. Grason Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 6 1957

Complainant's Exhibit No. 21

37 Filed 15 Nov., 1955

LIBER 96 PAGE 109

Annapolis, Md., May 24, 1955

FOR VALUE RECEIVED, the County Commissioners of Anne Arundel County do hereby assign the within Tax Sale Certificate No. 1176 unto Frankie Wilson & Sons, Inc. Witness the corporate seal of said body corporate together with the signature of Ralph L. Lowman, its President.

WITNESS:

County Commissioners of Anne Arundel County

By Ralph L Lowman
Ralph L. Lowman, President.

Corporation Seal)

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND LIBER 96 PAGE 110

EQUITY NO. 11,569

FRANKIE WILSON & SONS, INC.
a body corporate
25 Baltimore Annapolis Blvd. NW
Glen Burnie, Maryland

Complainant

Vs.

CERTIFICATE NO. 1160 - Mary F. Duvall, 3016 11th Street, N.W. Washington, D.C.

CERTIFICATE NO. 1162 - Mary Beverly, 1518 New Jersey Avenue, N.W. Washington, D.C.

Florence B. Diggs, 20 East 5th Street, Washington, D.C.

Elizabeth Dorsey, 2712 Reese Street, Baltimore, Maryland.

Elizabeth R. Estep, 1011 13th Street, S.E. Washington, D.C.

Alice Irby or Irley, 211 North Mount Street, Baltimore, Maryland.

Beulah Jones, 2116 15th Street, N.W. Washington, D.C.

James and Lena Johnson, 2500 Raynor Avenue, Baltimore, Maryland.

Vance Jolley, 1907 Druid Hill Avenue, Baltimore, Maryland.

Ida Keyes, 1048 West Saratoga Street, Baltimore, Maryland.

David and Susan Moore, 318 Z Street, N.W. Washington, D.C.

Helena Sanders, 1540 Argyle Avenue, Baltimore, Maryland.

Morris Tankin, 38 North Patterson Park Avenue, Baltimore, Maryland.

Louisa Twitley, 730 Gresham Place, Washington, D.C.

Flossie White, 1509 West Mosher Street, Baltimore, Maryland

William Williams, 1915 11th Street, N.W. Washington, D.C.

John H. Young, 2208 Orleans Street, Baltimore, Maryland.

CERTIFICATE NO. 1163 - Hiram W. Ball, 1111 West 37th Street, Baltimore, Md.

Blonden Green, address unknown

Colonial Amusement Park Company, a defunct corporation, Joseph D. Balachaw, its last named President, 407 Old Town National Bank Building, Baltimore, Md. Frank Green, its last named Resident Agent, 1106 North Vincent Street, Baltimore, Maryland, as surviving directors and trustees.

Gus and Josephine Brown, 458 K Street, NW Washington, D.C.

Charlotte Hawkins, 350 Main Avenue SW Washington, D.C.

Georgia James, 1516 Park Avenue, Baltimore, Maryland

Ella Minus, 623 Pickford Place, Washington, D.C.

Anna McNair, 2018 Madison Avenue, Baltimore, Maryland.

William H. Olden, c/o Anna Goldman, Amberg, Virginia

CERTIFICATE NO. 1164 - Rosa Collins, 622 M. Street NW. Washington, D.C.

Henrietta Jackson, 926 North Charles Street, Baltimore, Maryland.

Estella Murdock, 764 West Mulberry Street, Baltimore, Maryland.

Filed 15 Nov., 1955

Elizabeth Revell, 433 East Street, Baltimore, Maryland

William P. Reynolds, 1112 Moscow Street, Baltimore, Maryland

Wheeler Williams, 1207 Argyle Avenue, Baltimore, Maryland.

Zollie A. Wright, 450 New Jersey Avenue, SE Washington, D.C.

Alladin Realty and Home Builders Corporation, a defunct corporation, William V. Warshaw, its last named President, Solomon Warshaw, its last named Secretary, as surviving directors and trustees, and William E. Warshaw, its last named Resident Agent, 2450 Keyworth Avenue, Baltimore, Maryland.

CERTIFICATE NO. 1165 - William Green, address unknown

William C. and Amelia Davis, 1412 Massachusetts Avenue, NW Washington, D.C.

Woodley Clark, address unknown

CERTIFICATE NO. 1166 - Albert and Josephine Brown, address unknown

Cornelia Brown, 62 West Street, Annapolis, Maryland.

Preston and Catherine John, 506 North Parrish Street, Baltimore, Maryland.

Charles and Clara Latham, 427 West Conway Street, Baltimore, Maryland

Hattie Moore, 1638 16th Street, NW.W.Washington, D.C.

Bessie O'Neal, 13 16th Street, N.E. Washington, D.C.

Theresa Young, 134 C Street, S.E. Washington, D.C.

CERTIFICATE NO. 1167 - James and Rose Allen, 1309 Corcoran Street, N.W. Washington, D.C.

Lillian Christian, 520 Bloom Street, Baltimore, Maryland.

Erastus H. and Jane Dawson, 77 Defrees Street, N.W. Washington, D.C.

Susie Fields, 231 North Arlington Avenue, Baltimore, Maryland.

William Gatewood, 718 11th Street, N.E. Washington, D.C.

Thomas A. Johnson, 1916 13th Street, N.W. Washington, D.C.

James G. and Ida Patterson, 1615 C Street, S.E. Washington, D.C.

Elizabeth Ross, 428 North Carrollton Avenue, Baltimore, Maryland

Richard Wheeler, 715 Hobart Place, N.W. Washington, D.C.

Josephine Whittington, 14 East Pleasant Street, Baltimore, Maryland.

CERTIFICATE NO. 1168 - Sarah and Isiah Johnson, 979 8th Street, N.W. Washington, D.C.

Noisy McGhe and Sadie McGhe, 1722 W. Franklin Street, Baltimore, Maryland.

Lela H. and Aaron Spencer, 1009 Harlem Avenue, Baltimore, Maryland.

Marcisco West, 103 King George Street, Annapolis, Maryland.

CERTIFICATE NO. 1169 - Lloyd H. Garrett, 1005 Brantley Avenue, Baltimore, Md.

James J. and Isidore Williams, 1927 Druid Hill Avenue, Baltimore, Maryland

CERTIFICATE NO. 1170: Jennie Ankwood, 916½ 27th Street, N.W. Washington, D.C.

Charles M. Ball, Severn, R.F.D., Maryland

Virginia Brentley, 2031 11th Street, N.W. Washington, D.C.

Nelson Cooper, 2327 G Street, N.W. Washington, D.C.

David A. Dixon, 1548 Woodyear Street, Baltimore, Maryland.

Isabella Dorsey, 114 West Franklin Street, Baltimore, Maryland.

Fannie H. Ely, 1322 13th Street, N.W. Washington, D.C.

Clara Hall, 133 New York Avenue, Atlantic City, New Jersey

Alice Nolan, Box 56, Sellman, Maryland.

Rebecca Strother, 1411 Swann Street, N.W. Washington, D.C.

Morris Tankin, 38 North Patterson Park Avenue, Baltimore, Maryland.

Hans and Josephine Tonstein, 2040 Orleans Street, Baltimore, Maryland

B.E. Turner, 468 Pacific Avenue, Jersey City, New Jersey

Rebecca Tyler, 2016 9th Street, N.W. Washington, D.C.

CERTIFICATE NO. 1171: Henry and Emma J. Pye, 1232 Duncan Street, N.E. Washington, D.C.

Violet W. Porter, 1408 16th Street, N.W. Washington, D.C.

Agnes and Edward Schaney, 1760 Willard Street, N.W. Washington, D.C.

Iva H. Turner, 1225 I Street, N.E. Washington, D.C.

CERTIFICATE NO. 1173: Tobias Hutchinson, 347 22nd Street, N.W. Washington, D.C.

Nannie J. Jirnigan, 1612 15th Street, Washington, D.C.

Willie and Alice Scott, 2150 5th Avenue, New York, New York

Benjamin and Lola L. Simms, 68 Cathedral Street, Annapolis, Maryland.

Thomas and A. Johnson, 1916 13th Street, NW. Washington, D.C.

CERTIFICATE NO. 1174: Maud C. and S. Sanks, 1902 Druid Hill Ave. Baltimore, Md.

CERTIFICATE NO. 1175: Samuel Brown, 1017 Race Street, Baltimore, Maryland

CERTIFICATE NO. 1176: Margaret Jackson, 1601 E. 32nd Street, Baltimore, Md.

CERTIFICATE NO. 1177: James Zahradka, 148 N. Lakewood Avenue, Baltimore, Md.

The Guaranty Trust Company of Roanoke, Virginia, its successors and assigns, AND all above persons, if living, their heirs and assigns, and any and all persons having or claiming to have any interest in the following described real estate located in the sub-division of Colonial Park in the Fourth Election District of Anne Arundel County, Maryland, and Roland Terrace, in the Fifth Election District of Anne Arundel County, Maryland, and all substantially described in Certificates of Tax Sale attached hereto.

RESPONDENTS

ORDER OF PUBLICATION

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the Defendants in and to the following described property, located in AnneArundel County, Maryland:

Certificate No. 1160 - Lot 17, Block Q; Certificate No. 1162 Lot 27, Block X; Lot 4 Block D; Lot 11, Block D, Lot 18, Block B, Lot 19 Block D, Lot 31, Block E; Lot 23, Block B; Lot 6, Block P; Lot 5 Block M; Lot 30 Block Q; Lot 10 Block M; Lots 11 and 12 Block F; Lots 11 and 12 Block K; Lots 20 and 21 Block J; Lot 27 Block B; Lots 34 and 35 Block Q. Certificate No. 1163 - Lot 31, Block Q; Lots 24, 25 and 26, Block E; Lot 31, Block D; Lots 9 and 10 Block R; Lot 2 Block M; Lots 17-18-19 Block Y; Lot 7 Block E; Lots 9-10, 13 to 20 inclusive, 23 to 51 inclusive, Block N; Certificate No. 1164 - Lots 1-2-3-4-5-6-7-8-9-10, 13-17 Block F; Lots 1-2-4-5-6-7-8-9-10-12-13-14-15-17-18 Block G; Lots 1-2-5-6-9-10-11-12-15 Block H; Lots 1-2-3-4-7-8-9-10-13-14-15-27-30 Block K; Lots 3-5-6-7-8-11-12-15-16-17-18 Block R; Lots 7-8-9-10-11-12-22-23-26-28-29-35-38 Block X; Lots 1-2-5-6-7-8-9-10-11-12-13-14-15-16-17-18, Block Z; Lots 1-2-3-9-10-11-20-21-24-25-26-29-30-35-36-37 Block B; Lot 1-23-4-5-6-7-8-9-10-11-12-13-14-16-17 Block C; Lots 14-16-17-18-25-31-32 Block D; Lots 5-6-9-10-11-12-13-14-15-18-19-22-23-29-31-32 Block E; Lot 1-2-3-5-6-7-8-9-11-12-13-14-15-16-19 Block J; Lots 5-6 Block L; Lots 6-9 Block M; Lots 3-4 Block N; Lots 3-4-5- Block P; Lots 1-2-3-6-7-8-9-10-14-15-18-19-20-21-22-23-24-25-27-28-29-32-33-40-42-44-45 Block Q; Lots 2-5-6-7-8-9-12-15-16-18 Block V; Lot 26 Block Q; Lot 15 Block M, Lots 14-15 Block V, Lot 6 Block D, Lots 3-4 Block A-E; Lot 26 Block X, Lot 12 Block M, Lot 4 Block M, Lot 41, Block Q. Certificate No. 1165: Lots 36 and 37 Block X, Lot 5 Block D, Lots 27-28 Block E. Certificate No. 1166 - Lot 22, Block D, Lot 17 Block G, Lots 1-2 Block N, Lot 9 Block H, Lot 3 Block D, Lot 24, Block X, Lot 21 Blodk D, Lot 20 Block D. Certificate No. 1167 - Lot 4, Block B, Lot 15 Block D, Lot 9, Block D, Lot 18 Block J, Lot 27, Block D, Lots 32-33 Block X, Lot 5 Block G, Lots 7-8 Block N, Lot 11 Block G, Lots 3-4 Block E, Lot 3 Block L. Certificate No. 1168 - Lot 16, Block B, Lots 5-6 Block N, Lots 4-5-6 Block G, Lot 4 Block J. Certificate No. 1169 - Lots 25-26 Block N, Lot 43 Block Q. Certificate No. 1170 - Lot 33 Block B, Lot 14 Block F, lots 3 and 4 Block Z, Lot 4 Block L, Lot 34 Block B, Lot 32 Block B, Lots 5-6 Block B, Lots 25-26 Block X, Lots 15 and 16 Block F, Lots 38 and 39, 44-45 Block Q, Lot 19 Block G, Lot 14 Block M, Lots 7-8 Block I. Certificate No. 1171 - Lot 21 Block Q, Lots 15-16 Block R, Lot 14 Block B, Lot 11 Block M. Certificate No. 1173 - Lot 10, Block D, Lot 3 Block M, Lot 16 Block Q, Lot 7 Block D.

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Certificate No. 1174 - Lots 13 and 14, Block H; Lot 1 Block M. Certificate No.1175- Lot 28 Block D. Certificate No. 1176 - Lot 7 Block B

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 15 day of November, 1955, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that notice by publication be given by insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 25 day of January, 1956, and redeem the property and answer the Bill or thereupon a final decree will be rendered foreclosing all rights of redemption in the property and vest in the Complainant a title free and clear of all encumbrances.

George T. Cromwell, Clerk.
~~JUDGE~~

LIBER 96 PAGE 115 OFFICE OF —

IN THE CIRCUIT COURT FO. ANNE ARUNDEL COUNTY MARYLAND EQUITY NO. 11,569

FRANKIE WILSON & SONS, INC., a body corporate.
25 Baltimore Annapolis Blvd. N.W., Glen Burnie, Maryland.
Complainant,
vs.
CERTIFICATE NO. 1160—Mary F Duval, 306 11th Street, N. W., Washington, D. C.
CERTIFICATE NO. 1162—Mary Beverly, 1518 New Jersey Avenue, N. W., Washington, D. C.
Florence B Diggs, 20 East 5th Street, Washington, D. C.
Elizabeth Dorsey, 2712 Reese Street, Baltimore, Maryland.
Elizabeth B Estep, 1011 13th Street, S. E., Washington, D. C.
Alic Irby or Irley, 241 North Mount Street, Baltimore, Maryland.
Beulah Jones, 2116 15th Street, N. W., Washington, D. C.
James and Irene Johnson, 2500 Raynor Avenue, Baltimore, Maryland.
Vance Jolley, 1907 Druid Hill Avenue, Baltimore, Maryland.
Ida Keyes 1048 West Saratoga Street, Baltimore, Maryland.
David and Susan Moore, 318 Z Street, N. W., Washington, D. C.
Helena Sanders, 1540 Argyle Avenue, Baltimore, Maryland.
Morris Tankin, 38 North Patterson Park Avenue, Baltimore, Maryland.
Louisa Twitley, 730 Gresham Place, Washington, D. C.
Flossie White, 1509 West Mosher Street, Baltimore, Maryland.
William Williams, 1915 11th Street, N. W., Washington, D. C.
John H. Young, 2208 Orleans Street, Baltimore, Maryland.
CERTIFICATE NO. 1163—Hiram W. Ball, 1111 West 37th Street, Baltimore, Md.
Blondon Green, address unknown.
Colonial Amusement Park Company, a defunct corporation, Joseph D. Bolnshaw, its last named President, 407 Old Town National Bank Building, Baltimore, Md. Frank Green, its last named Resident Agent, 1106 North Vincent Street, Baltimore, Maryland, as surviving directors and trustees.
Gus and Josephine Brown, 458 K Street, N. W., Washington, D. C.
Charlotta Hawkins, 350 Main Avenue, S. W., Washington, D. C.
Georgia James, 1516 Park Avenue, Baltimore Maryland.
Ella Minus, 623 Pickford Place, Washington D. C.
Anna McNair, 2018 Madison Avenue, Baltimore, Maryland.
William H. Olden, c/o Anna Goldman, Amberg, Virginia.
CERTIFICATE NO. 1164—Rosa Collins, 622 M Street, N. W., Washington, D. C.
Henrietta Jackson, 920 North Charles Street, Baltimore, Maryland.
Estella Murdock, 764 West Mulberry Street, Baltimore, Maryland.
Elizabeth Revell, 433 East Street, Baltimore, Maryland.
William P. Reynolds, 1112 Moscow Street, Baltimore, Maryland.
Wheeler Williams, 1207 Argyle Avenue, Baltimore, Maryland.
Zollie A. Wright, 450 New Jersey Avenue, S. E., Washington, D. C.
Aladin Realty and Home Builders Corporation, a defunct corporation, William V. Wurshaw, its last named President, Solomon Wurshaw, its last named Secretary, as surviving directors and trustees, and William E. Warshaw, its last named Resident Agent, 2450 Keyworth Avenue, Baltimore, Maryland.
CERTIFICATE NO. 1165—William Green, address unknown.
William C. and Amelia Davis, 1412 Massachusetts Avenue, N.W., Washington, D. C.
Woodley Clark, address unknown.
CERTIFICATE NO. 1166—Albert and Josephine Brown, address unknown.
Cornelia Brown, 62 West Street, Annapolis, Maryland.
Preston and Catherine John, 506 North Parrish Street, Baltimore, Maryland.
Willard Street, N.W., Washington, D. C.
Ira H. T[illegible], 1225 I Street, N.E., Washington, D. C.
CERTIFICATE NO. 1173—Tobias Hutchinson, 327 22nd Street, N.W., Washington, D. C.
Nannie J. Mulligan, 1612 15th Street, Washington, D. C.
Willie and Alice Scott, 2150 5th Avenue, New York, New York.
Benjamin and Lola L. Simms, 68 Cathedral Street, Annapolis, Maryland.
Thomas and A. Johnson, 1916 13th Street, N.W., Washington, D. C.
CERTIFICATE NO. 1174—Maude C. and S Semks, 1902 Druid Hill Avenue, Baltimore, Maryland.
CERTIFICATE NO. 1175—Samuel Brown, 101, Ensor Street, Baltimore, Maryland
CERTIFICATE NO. 1176—Margaret Jackson, 1001 E. 32nd Street, Baltimore Maryland.
CERTIFICATE NO. 1177—James Zahradka 118 N Lakewood Avenue, Baltimore, Maryland.
The Guaranty Trust Company of Roanoke, Virginia, its successors and assigns AND all above persons, if living, their heirs and assigns, and any and all persons having or claiming to have any interest in the following described real estate located in the subdivision of Colonial Park in the Fourth Election District of Anne Arundel County, Maryland, and Roland Terrace, in the Fifth Election District of Anne Arundel County Maryland, and all substantially described in Certificates of Tax Sale attached hereto.

RESPONDENTS

Order of Publication

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the Defendants in and to the following described property, located in Anne Arundel County, Maryland:

Certificate No. 1160—Lots 17, Block Q; Certificate No. 1162 Lot 27, Block X; Lot 4, Block D; Lot 11, Block D; Lot 18, Block B; Lot 19, Block D; Lot 31, Block E; Lot 23, Block B; Lot 6, Block P; Lot 5, Block M; Lot 30, Block Q; Lot 10, Block M; Lots 11 and 12, Block F; Lots 17 and 12, Block K; Lots 20 and 21, Block J; Lot 27, Block B; Lots 34 and 35 Block Q; Certificate No. 1163—Lot 31, Block Q; Lots 24, 25 and 26, Block E; Lot 31, Block D; Lots 9 and 10, Block R; Lot 2, Block M; Lots 17, 18 and 19, Block X; Lot 7, Block E; Lots 9, 10, 13 to 20 inclusive, 23 to 51 inclusive, Block N; Certificate No. 1164—Lots 1 - 2 - 3 - 4 - 5 - 6 - 7 - 8 - 9 - 10, 13 - 17, Block F; Lots 1 - 2 - 4 - 5 - 6 - 7 - 8 - 9 - 10 - 12 - 13 - 14 - 15 - 17 - 18, Block G; Lots 1 - 2 - 5 - 6 - 9 - 10 - 11 - 12 - 15, Block H; Lots 1 - 2 - 3 - 4 - 7 - 8 - 9 - 10 - 13 - 14 - 15 - 27 - 30, Block K; Lots 3 - 5 - 6 - 7 - 8 - 11 - 12 - 15 - 16 - 17 - 18, Block R; Lots 7 - 8 - 9 - 10 - 11 - 12 - 22 - 23 - 26 - 28 - 29 - 35 - 38, Block X; Lots 1 - 2 - 5 - 6 - 7 - 8 - 9 - 10 - 11 - 12 - 13 - 14 - 15 - 16 - 17 - 18, Block Z; Lots 1 - 2 - 3 - 9 - 10 - 11 - 20 - 21 - 24 - 25 - 26 - 29 - 30 - 35 - 36 - 37, Block B; Lot 1 - 2 - 3 - 4 - 5 - 6 - 7 - 8 - 9 - 10 - 11 - 12 - 13 - 14 - 16 - 17, Block C; Lots 14 - 16 - 17 - 18 - 25 - 31 - 32, Block D; Lots 5 - 6 - 9 - 10 - 11 - 12 - 13 - 14 - 15 - 18 - 19 - 22 - 23 - 29 - 31 - 32, Block E; Lot 1 - 2 - 3 - 5 - 6 - 7 - 8 - 9 - 11 - 12 - 13 - 14 - 15 - 16 19, Block J; Lots 5 - 6, Block L; Lots 6 - 9, Block M; Lots 3 - 4, Block N; Lots 3 - 4 - 5, Block P; Lots 1 - 2 - 3 - 6 - 7 - 8 - 9 - 10 - 14 - 15 - 18 - 19 - 20 - 21 - 22 - 23 - 24 - 25 - 27 - 28 - 29 - 32 - 38 - 40 - 42 - 44 - 45, Block Q; Lots 2 - 5 - 6 - 7 - 8 - 9 - 12 - 15 - 16 - 18, Block V; Lot 26, Block Q; Lot 15, Block M; Lots 14 - 15, Block V; Lot 6, Block D; Lots 3 - 4, Block A-E; Lot 26, Block X; Lot 12, Block M; Lot 4, Block M; Lot 41, Block Q. Certificate No. 1165—Lots 36 and 37, Block X; Lot 5, Block D; Lots 27 - 28, Block E. Certificate No. 1166—Lot 22, Block D; Lot 17, Block G; Lots 1 - 2, Block N; Lot 9, Block H; Lot 3 Block D; Lot 24, Block X; Lot 21, Block D; Lot 20, Block D. Certificate No. 1167—Lot 4, Block B; Lot 15, Block D; Lot 9, Block D; Lot

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 2, 1956

We hereby certify, that the annexed

Order Publication

Eq. 11,569 - Property

Mary F. Duvall

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 25th day of January, 1956. The first insertion being made the 22nd day of November; 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Filed MAR 7 1956 43

Charles and Clara Latham, 427 West Conway Street, Baltimore, Maryland.
Hattie Moore, 1638 16th Street, N.W., Washington, D. C.
Bessie O'Neal, 13 16th Street, N.E., Washington, D. C.
Theresa Young, 134 C Street, S.E., Washington, D. C.

CERTIFICATE NO. 1167—James and Rosa Allen, 1309 Corcoran Street, N.W., Washington, D. C.
Lillian Christian, 520 Bloom Street, Baltimore, Maryland.
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Josephine Whittington, 14 East Pleasant Street, Baltimore, Maryland.

CERTIFICATE NO. 1168—Sarah and Isiah Johnson, 979 8th Street, N.W., Washington, D. C.
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CERTIFICATE NO. 1171—Henry and Emma J Pye, 1232 Duncan Street, N.E., Washington, D. C.
Violet W. Porter, 1408 16th Street, N.W., Washington, D. C.
Agnes and Edward Schanay, 1700 18, Block J; Lot 27, Block D; Lots 32 - 33, Block X; Lot 5, Block G; Lots 7 - 8, Block N; Lot 11, Block G; Lots 3 - 4, Block E; Lot 8, Block L. Certificate No. 1168—Lot 10, Block B; Lots 5 - 6, Block N; Lots 4 - 5 - 6, Block G; Lot 4, Block J. Certificate No. 1169—Lots 27 - 28, Block N; Lot 43, Block Q. Certificate No. 1170—Lot 33, Block B; Lot 14, Block F; Lots 3 and 4, Block Z; Lot 4, Block L; Lot 34, Block B; Lot 32, Block B; Lots 5 - 6, Block B; Lots 25 - 26, Block X; Lots 15 and 16, Block F; Lots 38 and 39, 44 - 45, Block Q; Lot 19, Block G; Lot 14, Block M; Lots 7 - 8, Block L. Certificate No. 1171—Lot 21, Block Q; Lots 15 - 16, Block R; Lot 14, Block B; Lot 11, Block M. Certificate No. 1173—Lot 10, Block D; Lot 3, Block M; Lot 16, Block Q; Lot 7, Block D. Certificate No. 1174—Lots 13 and 14, Block H; Lot 1, Block M. Certificate No. 1175—Lot 28, Block D. Certificate No. 1176—Lot 7, Block B.

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 15th day of November, 1955, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that notice by publication be given by insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 25th day of January, 1956, and redeem the property and answer the Bill or thereupon a final decree will be rendered foreclosing all rights of redemption in the property and vest in the Complainant a title free and clear of all encumbrances.

GEORGE T. CROMWELL,
Clerk.

TRUE COPY TEST:
GEORGE T. CROMWELL,
Clerk.

D-15

STATE OF MARYLAND
STATE TAX COMMISSION
31 LIGHT STREET
BALTIMORE-2

COMMISSIONERS
CORNELIUS P. MUNDY
CHAIRMAN
OWEN E. HITCHINS
JOHN WOOD LOGAN

ALBERT W. WARD
SECRETARY

May 12, 1955

Frankie Wilson, Esquire
25 Baltimore-Annapolis Boulevard, N.W.
Glen Burnie, Maryland

Dear Sir:-

Replying to your letter of May 11, 1955, the charter of ALADDIN REALTY & HOME BUILDERS CORPORATION was forfeited on February 10, 1933. The corporation has not been in legal existence since the date of the forfeiture.

The last Resident Agent of the corporation was - William V. Warshaw, 2450 Keyworth Avenue, Baltimore, Maryland.

Very truly yours,

Albert W. Ward
Secretary

k

Complainant's Exhibit No. 23
Filed MAR 7 1956

STATE OF MARYLAND

STATE TAX COMMISSION

31 LIGHT STREET

BALTIMORE-2

COMMISSIONERS
CORNELIUS P. MUNDY
CHAIRMAN
OWEN E. HITCHINS
JOHN WOOD LOGAN

ALBERT W. WARD
SECRETARY

May 17, 1955

Frankie Wilson, Esquire
25 Baltimore-Annapolis Boulevard, N.W.
Glen Burnie, Maryland

Dear Sir:-

Replying to your letter of May 14, 1955, THE COLONIAL AMUSEMENT PARK COMPANY forfeited its charter on April 27, 1930. The corporation has not been in legal existence since the date of the forfeiture.

The last Resident Agent of the corporation was - Frank Queen, 1106 N. Vincent Street, Baltimore, Maryland.

The last President of the corporation was - Joseph D. Balachaw, 407 Old Town National Bank Building, Baltimore, Maryland.

We have no other information available at this time.

Very truly yours,

Albert W. Ward
Secretary

k

Complainant's Exhibit No. 22.
Filed MAR 7 1956

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IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

EQUITY NO. 11,569

FRANKIE WILSON & SONS, INC.
25 Baltimore Annapolis Blvd. N.W.
Glen Burnie, Maryland
Complainant

Vs.

CERTIFICATE NO. 1160: Mary F. Duvall, 3016 11th Street, N.W.Washington, D.C.

CERTIFICATE NO. 1162: Mary Beverly, 1518 New Jersey Avenue, N.W. Washington, D.C.

Florence B. Diggs, 20 East 5th Street, Waahington, D.C.

Elizabeth Dorsey, 2712 Reese Street, Baltimore, Maryland

Elizabeth R. Estep, 1011 13th Street, S.E. Washington, D.C.

Alice Irby or Irley, 211 N. Mount Street, Baltimore, Maryland.

Beulah Jones, 2116 15th Street, N.W. Washington, D.C.

James and Lena Johnson, 2500 Raynor Avenue, Baltimore, Maryland

Vance Jolley, 1907 Druid Hill Avenue, Baltimore, Maryland.

Ida Keyes, 1048 West Saratoga Street, Baltimore, Maryland.

David and Susan Moore, 318 Z Street, N.W. Washington, D.C.

Helena Sanders, 1540 Argyle Avenue, Baltimore, Maryland

Morris Tankin, 38 N. Patterson Park Avenue, Baltimore, Maryland.

Louisa Twitley, 730 Gresham Place, Washington, D.C.

Flossie White, 1509 West Mosher Street, Baltimore, Maryland.

William Williams, 1915 11th Street, N.W. Washington, D.C.

John H. Young, 2208 Orleans Street, Baltimore, Maryland.

CERTIFICATE NO. 1163: Hiram W. Ball, 1111 West 37th Street, Baltimore, Maryland.

Blonden Green, address unknown

Colonial Park Amusement Company, a defunct corporation, Joseph D. Balachaw, its last named President, 407 Old Town National Bank Building, Baltimore, Maryland. Frank Green, its last named Resident Agent, 1106 North Vincent Street, Baltimore, Maryland, as surviving directors and trustees.

Gus and Josephine Brown, 458 K. Street, N.W. Washington, D.C.

Charlotte Hawkins, 350 Main Avenue, S.W. Washington, D.C.

Georgia James, 1516 Park Avenue, Baltimore, Maryland

Ella Minus, 623 Pickford Place, Washington, D.C.

Anna McNair, 2018 Madison Avenue, Baltimore, Maryland

William H. Olden, C/o Anna Goldman, Amberg, Virginia

CERTIFICATE NO. 1164: Rosa Collins, 622 M Street, N.W. Washington, D.C.

Henrietta Jackson, 926 North Charles Street, Baltimore, Maryland.

Estella Murdock, 764 West Mulberry Street, Baltimore, Maryland.

Filed MAR 7 1956

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Elizabeth Revell, 433 East Street, Baltimore, Maryland

William P. Reynolds, 1112 Moscow Street, Baltimore, Maryland

Wheeler Williams, 1206 Argyle Avenue, Baltimore, Maryland

Zollie A. Wright, 450 New Jersey Avenue, S.E. Washington, D.C.

Alladin Realty and Home Builders Corporation, a defunct corporation, William V. Warshaw, its last named President, Solomon Warshaw, its last named Secretary, as surviving directors and trustees, and William E. Warshaw, its last named Resident Agent, 2450 Keyworth Avenue, Baltimore, Maryland

CERTIFICATE NO. 1165: William Green, address unknown

William C. and Amelia Davis, 1412 Massachusetts Avenue, N.W.Washington, D.C.

Woodley Clark, address unknown

CERTIFICATE NO. 1166: Albert and Josephine Brown, address unknown

Cornelia Brown, 62 West Street, Annapolis, Maryland.

Preston and Catherine John, 506 North Parrish Street, Baltimore, Md.

Charles and Clara Latham, 427 West Conway Street, Baltimore, Maryland

Hattie Moore, 1638 16th Street, N.W. Washington, D.C.

Bessie O'Neal, 13 16th Street, N.E. Washington, D.C.

Theresa Young, 134 C Street, S.E. Washington, D.C.

CERTIFICATE NO. 1167: James and Rose Allen, 1309 Corcoran Street, NW,Washington, D.C.

Lillian Christian, 520 Bloom Street, Baltimore, Maryland.

Erastus H. and Jane Dawson, 77 Defrees Street, N.W. Washington, D.C.

Susie Fields, 231 North Arlington Avenue, Baltimore, Maryland.

William Gatewood, 718 11th Street, N.E. Washington, D.C.

Thomas A. Johnson, 1916 13th Street, N.W. Washington, D.C.

James G. and Ida Patterson, 1615 C Street, S.E. Washington, D.C.

Elizabeth Ross, 428 N. Carrollton Avenue, Baltimore, Maryland.

Richard Wheeler, 715 Hobart Place, N.W. Washington, D.C.

Josephine Whittington, 14 East Pleasant Street, Baltimore, Maryland

CERTIFICATE NO. 1168: Sarah and Isiah Johnson, 979 8th St. N.W. Washington, D.C.

Noisy McGhe and Sadie McGhe, 1722 W. Franklin Street, Baltimore, Maryland.

Lela H. and Aaron Spencer, 1009 Harlem Avenue, Baltimore, Maryland

Marcisco West, 103 King George Street, Annapolis, Maryland

CERTIFICATE NO. 1169: Lloyd H. Garrett, 1005 Brantley Avenue, Baltimore, Md.

James J. and Isidore Williams, 1927 Druid Hill Avenue, Baltimore, Maryland

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CERTIFICATE NO. 1170 - Je.. .e Ankwood, 916½ 27th Street, . . Washington, D.C.

Charles M. Ball, Severn, R.F.D. Maryland

Virginia Brentley, 2031 11th Street, N.W. Washington, D.C.

Nelson Cooper, 2327 G Street, N.W. Washington, D.C.

David A. Dixon, 1548 Woodyear Street, Baltimore, Maryland

Isabella Dorsey, 114 West Franklin Street, Baltimore, Maryland.

Fannie H. Ely, 1322 13th Street, N.W. Washington, D.C.

Clara Hall, 133 New York Avenue, Atlantic City, New Jersey

Alice Nolan, Box 56, Sellman , Maryland

Rebecca Strother, 1411 Swann Street, N.W. Washington, D.C.

Morris Tankin, 38 North Patterson Park Avenue, Baltimore, Maryland

Hans and Josephine Tonstein, 2040 Orleans Street, Baltimore, Maryland.

B.E. Turner, 468 Pacific Avenue, Jersey City, New Jersey.

Rebecca Tyler, 2016 9th Street, N.W. Washington, D.C.

CERTIFICATE NO. 1171: Henry and Emma J. Pye, 1232 Duncan Street, N.E. Washington, D.C.

Violet W. Porter, 1408 16th Street, N.W. Washington, D.C.

Agnes and Edward Schaney, 1760 Willard Street, N.W. Washington, D.C.

Iva H. Turner, 1225 I Street, N.E. Washington, D.C.

CERTIFICATE NO. 1173 - Tobias Hutchinson, 347 22nd Street, N.W. Washington, D.C.

Nannie J. Jirnigan, 1612 15th Street, Washington, D.C.

Willie and Alice Scott, 2150 5th Avenue, New York, New York.

Benjamin and Lola L. Simms, 68 Cathedral Street, Annapolis, Maryland.

Thomas and A. Johnson, 1916 13th Street, N.W. Washington, D.C.

CERTIFICATE NO. 1174 - Maud C. and S. Sanks, 1902 Druid Hill Avenue, Baltimore, Md.

CERTIFICATE NO. 1175 - Samuel Brown, 1017 Race Street, Baltimore, Maryland.

CERTIFICATE NO. 1176 - Margaret Jackson, 1601 East 32nd Street, Baltimore, Md.

CERTIFICATE NO. 1177 - James Zahradka, 148 N. Lakewood Avenue, Baltimore, Md.

The Guaranty Trust Company of Roanoke, Virginia, its successors and assigns,

AND, any and all persons, if living, their heirs and assigns, having or claiming to have any interest in the following described real estate located in the sub-division of Colonial Park in the Fourth Election District of Anne Arundel County, and Roland Terrace in the Fifth Election District of Anne Arundel County, all as substantially described in Certificates of Tax Sale, per Certificates hereinafter set forth.

RESPONDENTS

PETITION FOR DECREE PRO CONFESSO

The Petition of Frankie Wilson and Sons, Inc., by Frankie Wilson, its attorney, respectfully shows:

1. That two non ests have been returned against the following defendants:

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NAME	ADDRESS	STATE
Elizabeth Dorsey	2712 Reese Street	Baltimore, Maryland
Alice Irby or Irley	211 N. Mount Street	" "
James and Lena Johnson	2500 Raynor Avenue	" "
Vance Jolley	1907 Druid Hill Avenue	" "
Helena Sanders	1540 Argyle Avenue	" "
Morris Tankin	38 N. Patterson Park Ave.	" "
Flossie White	1509 West Mosher Street	" "
John H. Young	2208 Orleans Street	" "
Hiram W. Ball	1111 West 37th Street	" "
Colonial Park Amusement Company, a defunct corporation Joseph D. Salachaw, its last named President, 407 Old Town National Bank Building, Baltimore, Maryland, Frank Green its last named resident agent, 1106 N. Vincent Street, Baltimore, Maryland		
Georgia James	1516 Park Avenue	" "
Anna McNair	2018 Madison Avenue	" "
Henrietta Jackson	926 North Charles Street	" "
Estella Murdock	764 West Mulberry Street	" "
Elizabeth Revell	433 East Street	" "
William P. Reynolds	1112 Moscow Street	" "
Wheeler Williams	1207 Argyle Avenue	" "
Alladin Realty and Home Builders Corporation, a defunct corporation, William V. Warshaw, its last named Secretary, and William E. Warshaw, its last named resident agent, 2450 Keyworth Avenue, Baltimore, Maryland.		
Preston and Catherine John	506 North Parrish Street	" "
Charles and Clara Latham	427 West Conway Street	" "
Lillian Christian	520 Bloom Street	" "
Susie Fields	231 North Arlington Avenue	" "
Elizabeth Ross	428 North Carrollton Avenue	" "
Josephine Whittington	14 East Pleasant Street	" "
Lela H. and Aaron Spencer	1009 Harlem Avenue	" "
Lloyd H. Garrett	1005 Brantley Avenue	" "
James J. and Isadore Williams	1927 Druid Hill Avenue	" "
David A. Dixon	1548 Woodyear Street	" "
Isabella Dorsey	114 West Franklin Street	" "
Alice Nolan	Box 56, Sellman	Montgomery Co. Maryland
Morris Tankin	38 North Patterson Park Ave	Baltimore, Maryland
Hans and Josephine Tonstein	2040 Orleans Street	" "
Samuel Brown	1017 Race Street	" "
Margaret Jackson	1601 East 32nd Street	" "
James Zahradka	148 N. Lakewood Avenue	" "
Ida Keyes	1048 West Saratoga Street	" "

2. That the Following Defendants have been returned "Summoned" by the Sheriff for Anne Arundel County:

Noisy McGhe and Sadie McGhe, 1722 W. Frankline Street, Baltimore, Md.
Maud C. Sanks, 1902 Druid Hill Avenue, Baltimore, Maryland

3. That the following Defendant has been returned "Mortius est":

S. Sanks, 1902 Druid Bill Avenue, Baltimore, Maryland

4. That the following non-resident Defendants have neither appeared nor answered as required by the Order of Publication, although the time for

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so doing has expired, as will be seen by reference to Certificate of Publication hereto attached:

Name	Address	State
Mary F. Duvall	3016 11th Street	Washington, D.C.
Mary Beverly	1518 New Jersey Ave. NW	" "
Florence J. Diggs	20 East 5th Street	" "
Elizabeth R. Estep	1011 13th Street, SE	" "
Beulah Jones	2116 15th Street NW	" "
David and Susan Moore	318 Z Street, NW	" "
Louisa Twitley	730 Gresham Place	" "
William Williams	1915 11th Street NW	" "
Blonden Green	Address unknown	
Gus and Josephine Brown	458 K Street, NW	" "
Charlotte Hawkins	350 Main Avenue SW	" "
Ella Minus	623 Pickford Place	" "
William H. Olden c/o Anna Goldman	Amberg	Virginia
Rosa Collins	622 M Street NW	Washington, D.C.
Zollie A. Wright	450 New Jersey Ave. SE	" "
William Green	Address unknown	
William C. and Amelia Davis	1412 Massachusetts Ave.NW	" "
Woodley Clark	Address unkoown	
Albert and Josephine Brown	" "	
Cornelia Brown	62 West Street	Annapolis, Maryland
Hattie Moore	1638 10th Street NW	Washington, D.C.
Bessie O'Neal	13 16th Street NE	" "
Theresa Young	134 C Street SE	" "
James and Rose Allen	1309 Corcoran Street NW	" "
Erastus H. and Jane Dawson	77 Defrees Street NW	" "
William Gatewood	718 11th Street NE	" "
Thomas A. Johnson	1916 13th Street NW	" "
James G. and Ida Patterson	1615 C Street SE	" "
Richard Wheeler	715 Hobart Place NW	" "
Sarah and Isiah Johnson	979 8th Street NW	" "
Marcisco West	103 King George Street	Annapolis, Maryland
Jennie Ankwood	916½ 27th Street NW	Washington, D.C.
Charles M. Ball	Severn, R.F.D.	Severn, Maryland
Virginia Brentley	2031 11th Street NW	Washington, D.C.
Nelson Cooper	2327 G Street NW	Washington, D.C.
Fannie H. Ely	1322 13th Street NW	" "
Clara Hall	133 New York Avenue	Atlantic City, N.J.
Rebecca Strother	1411 Swann Street, NW	Washington, D.C.
B. E. Turner	468 Pacific Avenue	Jersey City, N.J.
Rebecca Tyler	2016 9th Street NW	Washington, D.C.
Henry and Emma J. Pye	1232 Duncan Street NE	" "
Violet W. Porter	1408 16th Street NW	" "
Agnes and Edward Schaney	1760 Willard Street NW	" "
Iva H. Turner	1225 I Street NE	" "
Tobias Hutchinson	347 22nd Street NW	" "
Nannie J. Jirnigan	1612 15th Street	" "
Willie and Alice Scott	2150 5th Avenue	New York, New York
Benjamin and Lola L. Simms	68 Cathedral Street	Annapolis, Maryland
Thomas and A. Johnson	1916 13th Street NW	Washington, D.C.
The Guaranty Trust Company of Roanoke, Virginia, its successors and assigns.		

WHEREFORE, YOUR PETITIONER PRAYS that the Bill of Complaint be taken Decree Pro Confesso against the said Defendants.

Frankie Wilson

Frankie Wilson, Solicitor for Plaintiff
25 Baltimore Annapolis Blvd. NW
Glen Burnie, Maryland

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DECREE PRO CONFESSO

It appearing from the proceedings in this cause that two non ests have been returned against the Defendants as set forth in Paragraph One of the Petition for Decree Pro Confesso; that the Defendants mentioned in Paragraph Two of said Petition were duly summoned; that the Defendant mentioned in Paragraph Three was returned "mortius est"; and that the non-resident defendants mentioned in Paragraph Four of said Petition were notified by Order of Publication; and it further appearing that all of the said Defendants mentioned in Paragraphs one, two, three and four were duly notified by Order of Publication, and that the Order of Publication heretofore issued therein has been fully published in the Maryland Gazette Newspaper published in Annapolis, State of 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, THEREFORE, THIS 7th day of March, 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 as Decree Pro Confesso against said Defendants.

Benjamin Michaelson
Judge

MAR 7 1956
Filed

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LIBER 96 PAGE 125

FINAL DECREE

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

EQUITY NO. 11,569

FRANKIE WILSON & SONS, INC.
25 Baltimore Annapolis Blvd. N.W.
Glen Burnie, Maryland
Complainant

Vs.

CERTIFICATE NO. 1160: Mary F. Duvall, 3016 11th Street, N.W.Washington, D.C.

CERTIFICATE NO. 1162: Mary Beverly, 1518 New Jersey Avenue, N.W. Washington, D.C.

Florence B. Diggs, 20 East 5th Street, Waahington, D.C.

Elizabeth Dorsey, 2712 Reese Street, Baltimore, Maryland

Elizabeth R. Estep, 1011 13th Street, S.E. Washington, D.C.

Alice Irby or Irley, 211 N. Mount Street, Baltimore, Maryland.

Beulah Jones, 2116 15th Street, N.W. Washington, D.C.

James and Lena Johnson, 2500 Raynor Avenue, Baltimore, Maryland

Vance Jolley, 1907 Druid Hill Avenue, Baltimore, Maryland.

Ida Keyes, 1048 West Saratoga Street, Baltimore, Maryland.

David and Susan Moore, 318 Z Street, N.W. Washington, D.C.

Helena Sanders, 1540 Argyle Avenue, Baltimore, Maryland

Morris Tankin, 38 N. Patterson Park Avenue, Baltimore, Maryland.

Louisa Twitley, 730 Gresham Place, Washington, D.C.

Flossie White, 1509 West Mosher Street, Baltimore, Maryland.

William Williams, 1915 11th Street, N.W. Washington, D.C.

John H. Young, 2208 Orleans Street, Baltimore, Maryland.

CERTIFICATE NO. 1163: Hiram W. Ball, 1111 West 37th Street, Baltimore, Maryland.

Blonden Green, address unknown

Colonial Park Amusement Company, a defunct corporation, Joseph D. Balachaw, its last named President, 407 Old Town National Bank Building, Baltimore, Maryland. Frank Green, its last named Resident Agent, 1106 North Vincent Street, Baltimore, Maryland, as surviving directors and trustees.

Gus and Josephine Brown, 458 K. Street, N.W. Washington, D.C.

Charlotte Hawkins, 350 Main Avenue, S.W. Washington, D.C.

Georgia James, 1516 Park Avenue, Baltimore, Maryland

Ella Minus, 623 Pickford Place, Washington, D.C.

Anna McNair, 2018 Madison Avenue, Baltimore, Maryland

William H. Olden, C/o Anna Goldman, Amberg, Virginia

CERTIFICATE NO. 1164: Rosa Collins, 622 M Street, N.W. Washington, D.C.

Henrietta Jackson, 926 North Charles Street, Baltimore, Maryland.

Estella Murdock, 764 West Mulberry Street, Baltimore, Maryland.

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CERTIFICATE NO. 1164 - Continued

Elizabeth Revell, 433 East Street, Baltimore, Maryland

William P. Reynolds, 1112 Moscow Street, Baltimore, Maryland

Wheeler Williams, 1206 Argyle Avenue, Baltimore, Maryland

Zollie A. Wright, 450 New Jersey Avenue, S.E. Washington, D.C.

Alladin Realty and Home Builders Corporation, a defunct corporation, William V. Warshaw, its last named President, Solomon Warshaw, its last named Secretary, as surviving directors and trustees, and William E. Warshaw, its last named Resident Agent, 2450 Keyworth Avenue, Baltimore, Maryland

CERTIFICATE NO. 1165: William Green, address unknown

William C. and Amelia Davis, 1412 Massachusetts Avenue, N.W.Washington, D.C.

Woodley Clark, address unknown

CERTIFICATE NO. 1166: Albert and Josephine Brown, address unknown

Cornelia Brown, 62 West Street, Annapolis, Maryland.

Preston and Catherine John, 506 North Parrish Street, Baltimore, Md.

Charles and Clara Latham, 427 West Conway Street, Baltimore, Maryland

Hattie Moore, 1638 16th Street, N.W. Washington, D.C.

Bessie O'Neal, 13 16th Street, N.E. Washington, D.C.

Theresa Young, 134 C Street, S.E. Washington, D.C.

CERTIFICATE NO. 1167: James and Rose Allen, 1309 Corcoran Street, NW,Washington, D.C.

Lillian Christian, 520 Bloom Street, Baltimore, Maryland.

Erastus H. and Jane Dawson, 77 Defrees Street, N.W. Washington, D.C.

Susie Fields, 231 North Arlington Avenue, Baltimore, Maryland.

William Gatewood, 718 11th Street, N.E. Washington, D.C.

Thomas A. Johnson, 1916 13th Street, N.W. Washington, D.C.

James G. and Ida Patterson, 1615 C Street, S.E. Washington, D.C.

Elizabeth Ross, 428 N. Carrollton Avenue, Baltimore, Maryland.

Richard Wheeler, 715 Hobart Place, N.W. Washington, D.C.

Josephine Whittington, 14 East Pleasant Street, Baltimore, Maryland

CERTIFICATE NO. 1168: Sarah and Isiah Johnson, 979 8th St. N.W. Washington, D.C.

Noisy McGhe and Sadie McGhe, 1722 W. Franklin Street, Baltimore, Maryland.

Lela H. and Aaron Spencer, 1009 Harlem Avenue, Baltimore, Maryland

Marcisco West, 103 King/George Street, Annapolis, Maryland

CERTIFICATE NO. 1169: Lloyd H. Garrett, 1005 Brantley Avenue, Baltimore, Md.

James J. and Isidore Williams, 1927 Druid Hill Avenue, Baltimore, Maryland

CERTIFICATE NO. 1170 - Je[illegible]ankwood, 916½ 27th Street, [illegible]. Washington, D.C.

Charles M. Ball, Severn, R.F.D. Maryland

Virginia Brentley, 2031 11th Street, N.W. Washington, D.C.

Nelson Cooper, 2327 G Street, N.W. Washington, D.C.

David A. Dixon, 1548 Woodyear Street, Baltimore, Maryland

Isabella Dorsey, 114 West Franklin Street, Baltimore, Maryland.

Fannie H. Ely, 1322 13th Street, N.W. Washington, D.C.

Clara Hall, 133 New York Avenue, Atlantic City, New Jersey

Alice Nolan, Box 56, Sellman , Maryland

Rebecca Strother, 1411 Swann Street, N.W. Washington, D.C.

Morris Tankin, 38 North Patterson Park Avenue, Baltimore, Maryland

Hans and Josephine Tonstein, 2040 Orleans Street, Baltimore, Maryland.

B.E. Turner, 468 Pacific Avenue, Jersey City, New Jersey.

Rebecca Tyler, 2016 9th Street, N.W. Washington, D.C.

CERTIFICATE NO. 1171: Henry and Emma J. Pye, 1232 Duncan Street, N.E. Washington, D.C.

Violet W. Porter, 1408 16th Street, N.W. Washington, D.C.

Agnes and Edward Schaney, 1760 Willard Street, N.W. Washington, D.C.

Iva H. Turner, 1225 I Street, N.E. Washington, D.C.

CERTIFICATE NO. 1173 - Tobias Hutchinson, 347 22nd Street, N.W. Washington, D.C.

Nannie J. Jirnigan, 1612 15th Street, Washington, D.C.

Willie and Alice Scott, 2150 5th Avenue, New York, New York.

Benjamin and Lola L. Simms, 68 Cathedral Street, Annapolis, Maryland.

Thomas and A. Johnson, 1916 13th Street, N.W. Washington, D.C.

CERTIFICATE NO. 1174 - Maud C. and S. Sanks, 1902 Druid Hill Avenue, Baltimore, Md.

CERTIFICATE NO. 1175 - Samuel Brown, 1017 Race Street, Baltimore, Maryland.

CERTIFICATE NO. 1176 - Margaret Jackson, 1601 East 32nd Street, Baltimore, Md.

CERTIFICATE NO. 1177 - James Zahradka, 148 N. Lakewood Avenue, Baltimore, Md.

The Guaranty Trust Company of Roanoke, Virginia, its successors and assigns,

AND, any and all persons, if living, their heirs and assigns, having or claiming to have any interest in the following described real estate located in the sub-division of Colonial Park in the Fourth Election District of Anne Arundel County, and Roland Terrace in the Fifth Election District of Anne Arundel County, all as substantially described in Certificates of Tax Sale, per Certificates hereinafter set forth.

RESPONDENTS

D E C R E E

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, Section 69 to 121 of the Annotated Code of Maryland, 1951 Edition;

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IT IS, THEREUPON, this 17th day of April, 1956, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED:

1. That all rights of redemption of the Defendants

Mary F. Duvall
Mary Beverly
Florence B. Diggs
Elizabeth Dorsey
Elizabeth A. Estep
Alice Arby or Arley
Beulah Jones
James and Lena Johnson
Vance Jolley
Ida Keyes
David and Susan Moore
Helena Sanders
Morris Tankin
Louisa Twitley
Flossie White
William Williams
John L. Young
Hirman W. Ball
Blonden Green
Colonial Park Amusement Company,et als
Gus and Josephine Brown
Charlotte Hawkins
Georgia James
Ella Minus
Anna McNair
William H. Olden
Rosa Collins
Henrietta Jackson
Estella Murdock
Elizabeth Revell
William P. Reynolds
Wheeler Williams
Zollie A. Wright
Alladin Realty and Home Builders Corporation, et als
William Green
William C. and Amelia Davis
Woodley Clark
Albert and Josephine Brown
Cornelia Brown
Preston and Catherine John
Charles and Clara Latham
Hattie Moore
Bessie O'Neal
Theresa Young
James and Rose Allen
Lillian Christian
Erastus H. and Jane Dawson
Susie Fields
William Gatewood
Thomas A. Johnson
James G. and Ida Patterson
Elizabeth Ross
Richard Wheeler
Josephine Whittington
Sarah and Isiah Johnson
Noisy McGhe and Sadie McGhe
Lela H. and Aaron Spencer
Marcisco West
Lloyd H. Garrett
James J. and Isidore Williams
Jennie Ankwood
[redacted]
Virginia Brentley
Nelson Cooper
[redacted]
Isabella Dorsey
Fannie H. Ely
Clara Hall
Alice Nolan
Rebecca Strother
Morris Tankin
Hans and Josephine Tonstein
B.E. Turner
Rebecca Tyler
Henry and Emma J. Rye
Violet M. Porter
Agnes and Edward Schaney
Iva H. Turner
Tobias Hutchinson
Nannie J. Jirnigan
Willie and Alice Scott
Benjamin and Lola L. Simms
Thomas and A. Johnson
Maud C. and S. Sanks
Samuel Brown
Margaret Jackson
James Zahradka
The Guaranty Trust Company ofRoanoke, Virginia

or of anyone claiming by, from, or under them, or any of them, in and to the properties 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 properties, free and clear of all alienations and descents occurring prior to this Decree, as well as all encumbrances thereon (except taxes accruing subsequent to said dates of sale, and the public assessments to

55

which the same are subject) is hereby vested in the Complainant, Frankie Wilson and Sons, Inc., a body corporate.

3. That upon payment to it of the balance, if any, due on the purchase price of said properties, together with all taxes, interest and penalties thereon accruing subsequent to the date of sale, the Treasurer of Anne Arundel County shall execute a deed conveying said properties to Frankie Wilson and Sons, Inc., a body corporate.

4. That the Clerk of this Court issue a certified copy of this Decree to be served on the Treasurer.

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

Benjamin Nachman
JUDGE

56

LEON B. LAMBERT and
MARGARET I. LAMBERT, his wife,
1051 Nelson Street
Arlington, Val

Vs

RALPH W. HARPER and
SOTHERON K. HARPER, his wife,
5009 56th Avenue
Hyattsville, Md.

AND all persons having or claiming to have any interest in the property known as Lots 5776 and 5777 and Improvements as shown on plat of Woodland Beach, Anne Arundel County, Maryland, First District.

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 10,347 EQUITY.

Filed 22 Oct. 1951

LEON B. LAMBERT and
MARGARET I. LAMBERT, his wife,
1051 Nelson Street,
Arlington, Va.

vs

MARGARET TUCKER
1401 Florida Avenue, N,E.
Washington, D.C.

AND all persons having or claiming to have any interest in the property known as Lots 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304 and 2305 and Improvements, as shown as the plat of Woodland Beach, Anne Arundel County, Maryland, First District.

: : : : : : : : : :

BILL OF COMPLAINT
TO FORECLOSE EQUITY OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

YOUR ORATORS, complaining, say:

FIRST: That on or about the 9th day of October, 1950, the certificates of tax sale attached hereto and marked "Complainants' Exhibit No. 1," were issued by Joseph H. Griscom, Sr., Collector of taxes for the State of Maryland and Anne Arundel County, to them, which certificates are prayed to be taken as part hereof.

SECOND: That the property mentioned in said certificates is described as follows:

A. Certificate No. 1003. All that lot or parcel of ground situate and being in the First Election District of Anne Arundel County and designated as follows:

Lots 5776 and 5777 and improvements as shown on plat of Woodland Beach, First District, Anne Arundel County,
and being the same property which was comveyed to the said Ralph W. and Sotheron K. Harper, his wife, in fee simple, as tenants by the entirities, by Deed dated October 2, 1946 and recorded among the land records of Anne Arundel County in Liber No. JHH 382 Folio 433
The amount due on the day of sale was $51.00.

B. Certificate No. 1002. All those lots or parcels of ground situate and being in the First Election District of Anne Arundel County and designated as follows:

Lots 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304 and 2305 as shown on the plat of Woodland Beach, First District, Anne Arundel County and being the same property which was conveyed to the said Margaret Tucker, in fee simple, by Deed dated September 2, 1943, and recorded among the land records of Anne Arundel County in J.H.H. 298 Folio 454.
The amount due on the day of sale was $110.00.

THIRD: That according to the Equity, Law and Land Records of Anne Arundel County and the records of the Register of Wills of said County, the title to said lots is still vested in the names of the parties listed as respondents herein.

FOURTH: 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.

FIFTH: The complainants pray for process directed to the abovenamed respondents, whose last known addresses are set out with their names after

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the description of each property. A copy of this bill of complaint has been mailed to each of the aforesaid non-resident respondents at their respective addresses.

SIXTH: The complainants pray for an order of publication directed to all parties in interest in the various properties.

SEVENTH: To redeem rhe properties, it is necessary for the respondents to pay the sums as set out after the descriptions of each property, with interest from October 9, 1950, all taxes, interest and penalties accruing subsequent to the day of sale which have actually been paid by the complainants under Sections 90J and 90K of Article 81 of the Annotated Code of Maryland.

EIGHTH: The complainants pray the Court to pass a final decree foreclosing all rights of redemption of the respondents in and to the properties described herein.

AND AS IN DUTY BOUND, ETC.

Roscoe C. Rowe
Towns-worth Building
Annapolis, Maryland
Solicitor for Complainants.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 22 day of October 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared LEON B. LAMBERT and MARGARET I. LAMBERT, his wife, and made oath in due form of law that the matters and facts set forth in the foregoing bill of complaint are true to the best of their knowledge and belief.

AS WITNESS my hand and Notarial seal.

MILDRED F. BEAN NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Mildred F. Bean
Mildred F. Bean,
Notary Public.

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LIBER 96 PAGE 133 5009 12

1003

CERTIFICATE OF TAX SALE

A

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 9th 1950, I sold to Leon B. & Marie [illegible] 1051 N. Nelson St. Arlington, Va. at public auction for the sum of 51 Dollars and 00 Cents, of which 50.98 Dollars has been paid as a deposit on the property in First Dist. described as Lots 5776 - 5777 & [illegible] as shown on the plat of Woodland Beach, A.A. Co.

and assessed to Ralph W. & Catherine K. Harper

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 10th 1951, 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.

Filed 22 Oct. 1951

Witness my hand and seal, this 9 day of Oct 1950

JOSEPH H. GRISCOM, Sr.
County Treasurer Collector.

State of Maryland, Anne Arundel County, Sct: OCT 9 1950

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

Witness my hand and seal Notarial,

William B. [illegible]
Notary Public.

My Commission Expires MAY 7 1951

Exhibit A.

LIBER 96 PAGE 134

1401 4Co [illegible]

CERTIFICATE OF TAX SALE B

1002

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 9th 1950, I sold to Marie J. Lambert Lean B + 1051 N. Nelson St Arlington, Va at public auction for the sum of 110.00 Dollars and ..... Cents, of which 54.11 Dollars has been paid as a deposit on the property in First District described as Lots 2296 to 2305 + Imps as shown on the plat of Woodland Beach A. A. Co. Wd.

and assessed to Margaret Tucker

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 10th 1951, 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.

Filed 22 Oct. 1951

Witness my hand and seal, this 9 day of Oct 1950

JOSEPH H. GRISCOM, Sr.
County Treasurer Collector.

State of Maryland, Anne Arundel County, Sct: OCT 9 1950

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

Witness my hand and seal Notarial,

Lillian B. Slatowski
Notary Public

My Commission Expires MAY 7 1951

Exhibit B.

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LEON B. LAMBERT
and MARGARET I. LAMBERT, his wife
1051 Nelson Street
Arlington, Va.

vs

RALPH W. HARPER and
SOTHERON K. HARPER, his wife
5009 56th Ave.,
Hyattsville, Md.

AND all persons having or claiming to have any interest in the property known as Lots 5776 and 5777 and Improvements as shown on plat of Woodland Beach, Anne Arundel County, Maryland, 1st district.

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 10,347 EQUITY

LEON B. LAMBERT
and MARGARET I. LAMBERT, his wife,
1051 Nelson Street
Arlington, Va.

vs

MARGARET TUCKER
1401 Florida Avenue, N.E.
Washington, D.C.

AND all persons having or claiming to have any interest in the property known as Lots 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304 and 2305 and improvements, as shown on the plat of Woodland Beach, Anne Arundel County, Maryland, 1st District.

***

ORDER OF PUBLICATION

(Cont on following page)

Eq. Docket 1951

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ORDER OF PUBLICATION.

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following properties situate in the Third and Fourth Election Districts of Anne Arundel County, sold by the Collector of Taxes for Anne Arundel County and State of Maryland, to the complainants in this proceeding:

A. All that lot or parcel of ground situate and being in the First Election District of Anne Arundel County and designated as follows:

Lots 5776 and 5777 and improvements as shown on plat of Woodland Beach, First District, Anne Arundel County,

and being the same property which was conveyed to the said Ralph W. and Sotheron K. Harper, his wife, in fee simple, as tenants by the entirities, by Deed dated October 2, 1946 and recorded among the land records of Anne Arundel County in Liber No. Folio

B. All those lots or parcels of ground situate and being in the First Election District of Anne Arundel County and designated as follows:

Lots 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304 and 2305 as shown ~~as~~ on the plat of Woodland Beach, First District, Anne Arundel County and being the same property which was conveyed to the said Margaret Tucker, in fee simple, by Deed dated September 2, 1943, and recorded among the land records of Anne Arundel County in J.H.H. 298 Folio 454.

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 22 day of October, 1951, 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, warming all persons interested in said property to be and appear in this Court by the 26 day of December, 1951, and redeem the property and answer the bill, or thereafter a final decree will be rendered foreclosing all rights of redemption in the property and vesting in the complainants a title free and clear of all encumbrances.

John H. Hopkins, 3rd,

Clerk.

LEON B. LAMBERT and
MARGARET I. LAMBERT, his wife

vs.

RALPH W. HARPER and
SOTHORON K. HARPER, his wife
5009 - 56th Avenue
Hyattsville, Maryland, and
all persons having or claiming to have any interest in the property: known as Lots 5776 and 5777 and improvements, Woodland Beach, et al.

No. 10,347 EQUITY

IN THE CIRCUIT COURT

OF

ANNE ARUNDEL COUNTY

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

Stipulation for Redemption of Lots Nos. 5776 and 5777 and Improvements, Woodland Beach and Order of Court Thereon

To the Honorable, the Judge of said Court:

It is agreed between the parties that the following amounts must be paid in order that the Defendants, Ralph W. Harper and Sothoron K. Harper, may redeem Lots Nos. 5776 and 5777 and improvements, Woodland Beach:

$54.04 - To be paid to the Treasurer of Anne Arundel County for the amount of the Tax Sale Certificate plus interest.

$13.58 - Court costs

$27.50 - Proportionate cost of Order of Publication to be paid to Plaintiffs' Attorney

$10.00 - Title fee to be paid to Plaintiffs' Attorney

$29.14 - Taxes through 1951 (less amount paid above for Certificate) to be paid to the Treasurer of Anne Arundel County.

Respectfully submitted

Roscoe C. Rowe, Attorney for Plaintiffs

Winson G. Gott, Jr., Lee Bldg. Annapolis
Attorney for Defendants Ralph W. and Sothoron K. Harper

Filed 17 Dec., 1951

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LEON B. LAMBERT and MARGARET I.LAMBERT, his wife	:	No. 10,347 EQUITY
vs.	:	IN THE CIRCUIT COURT
RALPH W. HARPER and SOTHORON K. HARPER, his wife, et al	:	FOR ANNE ARUNDEL COUNTY

: : : : : : : : : :

Order of Court

Upon the aforegoing stipulation it is this 17th day of December, 1951, by the Circuit Court for Anne Arundel County ORDERED that the amounts necessary to redeem the property described in these proceedings as Lots Nos. 5776 and 5777 and improvements, Woodland Beach, are:

$54.04 To be paid to the Treasurer of Anne Arundel County for the amount of the Tax Sale Certificate plus interest.

$13.58 Court costs

$27.50 Proportionate cost of Order of Publication to be paid to Plaintiffs' Attorney

$10.00 Title fee to be paid to Plaintiffs' Attorney

$29.14 Taxes through 1951 (less amount paid above for Certificate) to be paid to the Treasurer of Anne Arundel County.

Benjamin Michaelson
Judge

Filed 18 Dec., 1951.

LEON B. LAMBERT and MARGARET I. LAMBERT, his wife	:	
vs.	:	No. 10,347 EQUITY
RALPH W. HARPER and SOTHORON K. HARPER, his wife 5009 - 56th Avenue Hyattsville, Maryland, and all persons having or claiming to have any interest in the property known as Lots 5776 and 5777 and improvements, Woodland Beach	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

: : : : : : : : : : :

ORDER OF SATISFACTION AND REDEMPTION

Mr. Clerk:

Please enter the above case against the defendants, Ralph W. Harper and Sothoron K. Harper, his wife, and the property Lots 5776 and 5777 and improvements, Woodland Beach, SETTLED and said property REDEEMED. (This order is not meant to affect the rights of the plaintiffs as to the other defendants and properties in this case).

Roscoe C. Rowe, Attorney for Leon B. Lambert and Margaret I. Lambert, Plaintiffs

Winson G. Gott, Jr., Attorney for Ralph W. Harper and Sothoron K. Harper, Defendants

Filed 8 Jan., 1932.

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LIBER 96 PAGE 140

LEON B. LAMBERT and
MARGARET I. LAMBERT, his wife

vs.

MARGARET TUCKER, et al

No. 10,347 DIVORCES - - EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

The Defendants, MARGARET TUCKET, et al.

after Order of Publication duly published ~~(or personally served, having been duly summoned)~~ having failed to appear to the Bill of Complaint and answer same, according to the command of the said Order of Publication.

It is thereupon this 25th day of SEPTEMBER, 1952, by the Circuit Court for Anne Arundel County in Equity, adjudged, ordered and decreed that said Bill of Complaint be and the same is hereby taken Pro Confesso against said defendant .

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

Benjamin Michaelson
Judge

Filed 25th Sept., 1952.

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LEON B. LAMBERT and MARGARET I. LAMBERT, his wife	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
	*	ANNE ARUNDEL COUNTY
MARGARET TUCKER	*	No. 10,347, Equity

* * * * *

P E T I T I O N

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Marie I. Markland, by William J. Kurz, her solicitor, respectfully shows:

1. That on or about the 9th day of October, 1950, Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and the County of Anne Arundel, issued to Leon B. Lambert and Marie I. Lambert, his wife, the certificate of sale on file in this case, being certificate number 1002.

2. That on the 22nd day of October, 1951, Leon B. Lambert and Marie I. Lambert, his wife, by Roscoe C. Rowe, their attorney, filed the above entitled cause to forclose the equity of redemption of the defendants in and to the property described in the above mentioned certificate of sale.

3. That the said Leon B. Lambert has died; and that the said Marie I. Lambert, who was erroneously called Margaret I. Lambert in the bill of complaint, has remarried and is now known as Marie I. Markland.

4. That Roscoe C. Rowe, Esq., has died and your petitioner is now being represented in the above entitled cause by William J. Kurz.

Filed 7 July, 1953.

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5. That your petitioner believes that certain errors were made in the pleadings in this cause which may render any final decree foreclosing all rights of redemption of the defendants in and to the subject matter of this suit subject to attack.

WHEREFORE, your petitioner prays this Honorable Court to pass an order:

1. That the name of the complainant be changed to Marie I. Markland in this cause to correct the hereinbefore mentioned clerical error and to acknowledge the subsequent change in marital status.

2. That permits William J. Kurz to enter his Order of Appearance for the complaintant.

3. That grants to your petitioner permission to file an amended bill of complaint.

AND, as in duty bound, etc.

William J. Kurz
Towns-Worth Building
Annapolis, Maryland
Solicitor for complaintant

LEON B. LAMBERT and MARGARET I. LAMBERT, his wife Plaintiffs	*	IN THE
	*	CIRCUIT COURT
	*	FOR
vs.		
	*	ANNE ARUNDEL COUNTY
MARGARET TUCKER Defendant	*	No. 10,347, Equity
	*	

* * * * *

ORDER

Upon the foregoing petition, it is thereupon, this 5th day of July, 1955, ORDERED

1. That the name Marie I. Markland be substituted for Margaret I. Lambert in this proceeding.

2. That William J. Kurz is hereby authorized to enter his ~~Order of~~ Appearance for the complainant.

3. That the complainant is hereby ~~Granted~~ leave to file an amended bill of complaint.

Benjamin Michaelson
Judge

15'

Filed 8 July, 1955

LIBER 96 PAGE 144

MARIE I. MARKLAND	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
	*	ANNE ARUNDEL COUNTY
MARGARET TUCKER	*	No. 10,347 - Equity

* * * * *

ORDER TO ENTER APPEARANCE

Mr. Clerk:

Please enter my appearance for the complainant in the above entitled case.

William J. Kunz
Towns-Worth Building
Annapolis, Maryland
Solicitor for complainant

16 Filed 11 July, 1955

MARIE I. MARKLAND formerly known as MARGARET I. LAMBERT and also as MARIE I. LAMBERT 1051 Nelson Street Arlington, Virginia	*	IN THE
vs.	*	CIRCUIT COURT
MARGARET TUCKER 1401 Florida Avenue, N.E. Washington, D. C., and all persons having or claiming to have any interest in the property known as Lots Nos. 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304 and 2305 as shown on the plat of Woodland Beach, Sheet #2, First Election District of Anne Arundel County	*	FOR ANNE ARUNDEL COUNTY No. 10,347, Equity

* * * * *

AMENDED BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your oratrix, complaining, says:

1. That on or about the 9th day of October, 1950, Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and County of Anne Arundel, issued to Leon B. Lambert and Marie I. Lambert, his wife, the certificate of sale attached to the original complaint filed in this case, being certificate number 1002, which is marked "Complainant's Exhibit No. 1" and which is prayed to be taken as part of this amended bill of complaint.

2. That the said Leon B. Lambert has died; and that Marie I. Lambert, who was erroneously called Margaret I. Lambert in the original bill of complaint in this case, has remarried and is now known as Marie I. Markland.

Filed 11 July, 1955.

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3. That the property mentioned in certificate of sale number 1002 is described in the Collector's tax roll substantially as follows: Lots Nos. 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304 and 2305, and improvements, as shown on "Map of Woodland Beach, District Number One, Anne Arundel County, Maryland" Sheet Number Two, which plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 8, Page No. 9 (formerly Liber F.S.R. No. 3, folio 21); that said property is the identical parcel of land which was conveyed to Warren Smadbeck and Violeta Smadbeck, his wife, to Margaret Tucker in fee simple by deed dated September 2, 1943 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 298, folio 454; and that the last known address of Margaret Tucker, as it appears on the Collector's tax roll, is: 1401 Florida Avenue, N.E., Washington, D. C.

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

5. That the amount necessary for the redemption of the said property is the sum total of the following items: $54.11 paid by Leon B. Lambert, now deceased, and Marie I. Markland, formerly Marie I. Lambert, his wife, the complainants, to the said Collector for all of 1949 and 1950 State and County taxes due thereon, together with interest and penalties thereon, and the expenses incurred by the said Collector in making the sale; the amount of any unpaid taxes, together with interest and penalties thereon, accruing subsequent to the date of said sale; and such additional amount as this Honorable Court shall fix under the provisions of Sections 92 and 109 of Article 81 of the Annotated Code of Maryland (1951 Edition).

The complainant prays this Honorable Court:

(1) That process may be issued, directed to the defendant named in this amended bill of complaint.

(2) That an order of publication be directed to all parties in interest in the property mentioned in this amended bill of complaint.

(3) That a final decree be passed, foreclosing all rights of redemption of the defendants in and to the property mentioned in this amended bill of complaint.

(4) And for such other and further relief as the nature of her cause may require.

AND, as in duty bound, etc.

Marie I. Markland complaint
Marie I. Markland Complainant

William J. Kurz
William J. Kurz
150 South Street
Annapolis, Maryland
Attorney for the Complainant

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STATE OF Florida)
) ss.
COUNTY OF Pinellas)

I HEREBY CERTIFY that, on this 30 day of April 1955, before me, the subscriber, a Notary Public of the State of Florida, in and for the County aforesaid, personally appeared MARIE I. MARKLAND, the Plaintiff herein, and made oath in due form of law that the matters and things set forth in the foregoing Bill of Complaint are true to the best of her knowledge and belief.

WITNESS my hand and Notarial Seal.

Ida V. Hodges
Notary Public

Notary Public, State of Florida at Large.
My Commission Expires March 17, 1956.

STATE OF FLORIDA }
COUNTY OF PINELLAS } SS.

I, Avery W. Gilkerson, Clerk of the County of Pinellas, and also Clerk of the Circuit Court of the said County, the same being a Court of Record,

DO HEREBY CERTIFY THAT, Ida V. Hodges whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument and thereon written, was at the time of taking such proof and acknowledgment, a Notary Public, in and for said County, residing therein, duly commissioned and sworn, and authorized by the laws of said State to take the acknowledgments and proofs of deeds or conveyances, for land, tenements or hereditaments in said State, to be recorded therein. And further, that I am well acquainted with the handwriting of such Notary Public, and verily believe the signature to said certificate of proof or acknowledgment is genuine; that I have compared the impression of the seal affixed thereto with a specimen impression thereof filed or deposited in my office, and that I believe the impression of the seal upon the original certifiate is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the said Court and County, this 2nd day of May, 195 5

AVERY W. GILKERSON, Clerk Circuit Court.
By ..... Deputy Clerk

LIBER 96 PAGE 149 No. 10,347, Equity

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

MARIE I. MARKLAND
1051 Nelson Street
Arlington, Virginia

vs.

MARGARET TUCKER
1401 Florida Avenue
Washington, D. C.

And all persons having or claiming to have any interest in the property known as Lots Nos. 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304 and 2305 as shown on the plat of Woodland Beach, Sheet #2, First Election District of Anne Arundel County, Maryland.

ORDER OF PUBLICATION

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

> Lots Nos. 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304 and 2305, and improvements, as shown on "Map of Woodland Beach, District Number One, Anne Arundel County, Maryland" Sheet #2,

and being the same property which was conveyed to the said Margaret Tucker by deed dated September 2, 1943, in fee simple, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 298, folio 454.

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 11 day of July, 1955, by the Circuit Court for Anne Arundel County, Ordered, That notice be given by the insertion of a copy of this Order in

Filed 11 July, 1955.

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some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in the said property to be and appear in this Court by the 15 day of September, 1955, and redeem the property and answer the bill or thereafter a final decree will be rendered foreclosing all rights of redemption in the property, and vesting in the plaintiff a title, free and clear of all encumbrances.

George T. Cromwell, Clerk.

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,347 Equity

MARIE L. MARKLAND, 1051 Nelson Street, Arlington, Virginia

Vs.

MARGARET TUCKER, 1401 Florida Avenue, Washington, D. C.

And all persons having or claiming to have any interest in the property known as Lots Nos. 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304 and 2305 as shown on the plat of Woodland Beach, Sheet No. 2 First Election District of Anne Arundel County, Maryland.

ORDER OF PUBLICATION

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

Lots Nos. 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304 and 2305, and improvements, as shown on "Map of Woodland Beach, District Number One, Anne Arundel County, Maryland" Sheet No. 2,

and being the same property which was conveyed to the said Margaret Tucker by deed dated September 2, 1943, in fee simple, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 208, folio 454.

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 11th day of July, 1955, by the Circuit Court for Anne Arundel County, Ordered, That notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in the said property to be and appear in this Court by the 15th day of September, 1955, and redeem the property and answer the bill or thereafter a final decree will be rendered foreclosing all rights of redemption in the property, and vesting in the plaintiff a title, free and clear of all encumbrances.

GEORGE T. CROMWELL, Clerk.

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

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LIBER 96 PAGE 150 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 10, 1955

We hereby certify, that the annexed

Order Publication

Eq: 10,347 Property

Margaret Tucker

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 15th day of September, 1955. The first insertion being made the 14th day of July, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. 7454 Filed: Aug 24, 1955

MARIE I. MARKLAND	*	IN THE
	*	
vs.	*	CIRCUIT COURT
MARGARET TUCKER and all persons having or claiming to have any interest in the property known as Lots Nos. 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304 and 2305 as shown on the Plat of Woodland Beach, Sheet #2, First Election District of Anne Arundel County	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	No. 10,347, Equity

* * * * *

A F F I D A V I T

State of Maryland, Anne Arundel County, Sct.:

I hereby certify that on this 29th day of September 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William J. Kurz, who, being duly sworn, deposed as follows:

1. That he is the solicitor for the complainant in the above entitled cause.

2. That he has searched the Land Records of Anne Arundel County, the records of the Register of Wills of Anne Arundel County, and the records of the courts of law and equity in the said County.

3. That his search of the said records disclosed that the respondent, Margaret Tucker, acquired a fee simple title to Lots Nos. 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304 and 2305 as shown on the Plat of Woodland Beach, Sheet #2, First Election District of Anne Arundel County, Maryland, by deed from Warren Smadbeck and wife dated

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Filed: 29 Sept 1955

September 2, 1943, and recorded among the Land Records of said County in Liber J.H.H. 298, folio 454; but the said search disclosed no heirs, devisees, executors, administrators, grantees, assigns, or successors in right, title and interest of the said respondent.

4. That the last address of the respondent, Margaret Tucker, was reported as 1401 Florida Avenue, N. E., Washington, D. C.; that the said respondent and all persons having or claiming to have any interest in her above described property are deemed to have been served by the order of publication previously served in this cause.

5. That neither the said respondent nor any person having or claiming to have any interest in the said properties has taken any action to redeem the said properties.

William J. Kurz
William J. Kurz - Affiant

Crystal J. von Pein
Notary Public

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MARIE I. MARKLAND	*	IN THE
vs.	*	CIRCUIT COURT
MARGARET TUCKER and all persons having or claiming to have any interest in the property known as Lots Nos. 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304 and 2305 as shown on the plat of Woodland Beach, Sheet #2, First Election District of Anne Arundel County	*	FOR ANNE ARUNDEL COUNTY
	*	No. 10,347, Equity

* * * * *

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the respondent, Margaret Tucker, is a nonresident of the State of Maryland, that the order of publication heretofore issued has been duly published in the Evening Capital, a newspaper published in Anne Arundel County, Maryland, and that the respondent, Margaret Tucker, and all persons having or claiming to have any interest in the properties described in these proceedings have failed to appear either in person or by solicitor and answer the amended bill of complaint filed against them.

It is thereupon this 1st day of ~~September~~ October, 1955, by the Circuit Court for Anne Arundel County, Sitting in Equity, ADJUDGED, ORDERED and DECREED that the said amended bill of complaint be, and the same hereby is, taken pro confesso against the respondent, Margaret Tucker, and all persons having or claiming to have any interest in the properties described in these proceedings.

Benjamin Michaelson
Judge

27 Filed 1 Oct, 1955

MARIE I. MARKLAND	*	IN THE
	*	
vs.	*	CIRCUIT COURT
MARGARET TUCKER and all persons having or claiming to have any interest in the property known as Lots Nos. 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304 and 2305 as shown on the plat of Woodland Beach, Sheet #2, First Election District of Anne Arundel County	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	No. 10,347, Equity

* * * * *

D E C R E E

This cause, standing ready for hearing and being submitted, the proceedings were read and considered by the Court, and it appearing that the same have been conducted in substantial compliance with the provisions of the Public General Laws of Maryland,

It is thereupon this 4th day of November, 1955, by the Circuit Court for Anne Arundel County, Sitting in Equity, ADJUDGED, ORDERED and DECREED:

First: That all rights of redemption of Margaret Tucker and all persons having or claiming to have any interest in the properties described in these proceedings be, and the same are hereby, barred and forclosed.

Second: That as absolute and indefeasible title in fee simple in the properties described in these proceedings, free and clear of all alienations and descents of the properties occuring prior to this decree, as well as all encumbrances thereon, except taxes accruing subsequent

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Filed: 4 Nov. 1955

to the date of sale and public easements to which the property is subject, is hereby vested in the complainant.

Third: That upon payment to Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and the County of Anne Arundel, of the balance due on account of the purchase price of the said properties described in these proceedings, together with all taxes, interest and penalties thereon accruing subsequent to the date of sale, the said Collector of Taxes shall execute a deed conveying said properties to the complainant.

Fourth: That the complainant shall pay the costs of these proceedings.

Benjamin Michaelson
Judge

ANTHONY LITTERI
Selby-on-the-Bay
Edgewater, Maryland

vs

LOTTIE M. BENTON
3360 16th Street, N. W.
Washington, D. C.
and all persons having or claiming to have any interest in property known as Lots 19, 20, and 21, Block N, as shown on the Plat of Selby-on-the-Bay, Anne Arundel County, State of Maryland

and

HENRY P. BLAIR, and
STANLEY D. WILLIS
c/o Thomas Reynolds
National Metropolitan Bank
Washington, D. C.
and all persons having or claiming to have any interest in property known as Lots 10, 19, and 20, Block G; Lot 2, Block L; Lot 3, Block M; Lot 1, Block N; and Lots 64, 67, and 69, Block O; as shown on the Plat of Selby-on-the-Bay, Anne Arundel County, State of Maryland

and

ETTA O. BURKE
712 Butternut Road, N. W.
Washington, D. C.
and all persons having or claiming to have any interest in property known as Lot 37, Block M; and Lots 55, 56, and 57, Block O; as shown on the Plat of Selby-on-the-Bay, Anne Arundel County, State of Maryland

and

L. BERNICE JOHNSON
3602 Porter Street, N. W.
Washington 16, D. C.
and all persons having or claiming to have any interest in property known as Lot 14, Block D, as shown on the Plat of Selby-on-the-Bay, Anne Arundel County, State of Maryland

No. 11,593 Equity

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Filed 9 Dec., 1955

ORDER OF PUBLICATION

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

All those lots or parcels of ground situate, lying and being in the First Election District of Anne Arundel County, Maryland, and described as follows:

Lots 19, 20 and 21, Block N; as shown on the Plat of Selby-on-the-Bay.

Being the same lots of ground described in a deed from Otis L. Williams, Jr., unmarried, to Lottie M. Benton, dated July 15, 1942, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 262, Folio 400.

Lots 10, 19 and 20, Block G; Lot 2, Block L; Lot 3, Block M; Lot 1, Block N; and Lots 64, 67 and 69, Block O; as shown on the Plat of Selby-on-the-Bay.

Being the same lots of ground described in a deed from Charles H. LeFevre, Ancilliary Administrator c.t.a of the Estate of Ida R. Hamaker, deceased, to Henry P. Blair and Stanley D. Willis, dated August 18, 1943, and recorded in Liber J.H.H. 288, Folio 255.

Lots 55, 56 and 57, Block O; as shown on the Plat of Selby-on-the-Bay.

Being the same lots described in a deed from Williams Realty Co., Inc., a body corporate, to Margaret F. Burke, dated May 27, 1937, and recorded in Liber F.A.M. 164, Folio 137.

Lot 37, Block M; as shown on the Plat of Selby-on-the-Bay.

Being the same lot of ground described in a deed from Williams Realty Co., Inc., a body corporate, to Margaret Burke, dated May 27, 1937, and recorded in Liber F.A.M. 164, Folio 135.

Lot 14, Block D; as shown on the Plat of Selby-on-the-Bay.

Being the same lot of ground described in a deed from Williams Realty Co., Inc. and Enoch P. Johnson, to Mrs. L. Bernice Johnson, dated April 30, 1936, and recorded in Liber F.A.M. 166, Folio 291.

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 9 day of December, 1955, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that notice be given by the insertion of a copy of this order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 15 day of February, 1956, 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
George T. Cromwell Clerk

TRUE COPY TEST:

_____
Clerk

ANTHONY LITTERI
Selby-on-the-Bay
Edgewater, Maryland

vs

LOTTIE M. BENTON
3360 16th Street, N. W.
Washington, D. C.
and all persons having or claiming to have any interest in property known as Lots 19, 20, and 21, Block N , as shown on the Plat of Selby-on-the-Bay, Anne Arundel County, State of Maryland

and

HENRY P. BLAIR, and
STANLEY D. WILLIS
c/o Thomas Reynolds
National Metropolitan Bank
Washington, D. C.
and all persons having or claiming to have any interest in property known as Lots 10, 19, and 20, Block G; Lot 2, Block L; Lot 3, Block M; Lot 1, Block N; and Lots 64, 67, and 69, Block O; as shown on the Plat of Selby-on-the-Bay, Anne Arundel County, State of Maryland

and

ETTA O. BURKE
712 Butternut Road, N. W.
Washington, D. C.
and all persons having or claiming to have any interest in property known as Lot 37, Block M; and Lots 55, 56, and 57, Block O; as shown on the Plat of Selby-on-the-Bay, Anne Arundel County, State of Maryland

and

L. BERNICE JOHNSON
3602 Porter Street, N. W.
Washington 16, D. C.
and all persons having or claiming to have any interest in property known as Lot 14, Block D, as shown on the Plat of Selby-on-the-Bay, Anne Arundel County, State of Maryland

No. 11,593 Equity

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Filed 9 Dec., 1955.

BILL OF COMPLAINT TO

FORECLOSE EQUITY OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Complainant, Anthony Litteri, by William W. Townshend, Jr., and William E. Kirk, his Attorneys, respectfully shows:

1. That on October 11, 1954, the Certificate of Tax Sale attached hereto, pertaining to Lots 19, 20, and 21, Block N, as shown on the Plat of Selby-on-the-Bay, and marked "Complainant's Exhibit No. 1," was issued by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, to your Complainant, which Certificate is prayed to be taken as a part hereof.

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

> Certificate No. 2381 - Lots of ground in the First Election District of Anne Arundel County, described as Lots 19, 20, and 21, Block N, as shown on the Plat of Selby-on-the-Bay,

which lots, at the time of the tax sale, were assessed to Lottie M. Benton, and were conveyed to Lottie M. Benton, in fee simple, by deed dated July 15, 1942, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 262, Folio 400; and that the amount due to the Collector of Taxes for the State of Maryland and Anne Arundel County on the day of the tax sale held October 11, 1954, was Fifty Dollars and Sixty-nine Cents ($50.69).

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

> Lottie M. Benton
> 3360 - 16th Street, N. W.
> Washington, D. C.
> Selby-on-the-Bay
> Lot 19, Blk N, 40x90 av
> Lot 20, Blk N, 40/59'8x85 av
> Lot 21, Blk N, 50x69'5/74'3
> 25 per cent vacancy allowed

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And that the property described in the Certificate of Tax Sale aforesaid is the same as above set out.

4. That according to the Equity, Law, and Land Records of Anne Arundel County, and the Register of Wills of Anne Arundel County, the title to the lots set out above and in the Certificate of Tax Sale, No. 2381, was in the name of Lottie M. Benton at the time of the said tax sale.

5. That on October 11, 1954, the Certificate of Tax Sale, attached hereto, pertaining to Lots 10, 19 and 20, Block G; Lot 2, Block L; Lot 3, Block M; Lot 1, Block N; and Lots 64, 67 and 69, Block O; all shown on the Plat of Selby-on-the-Bay, and marked "Complainant's Exhibit No. 2" was issued by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, to your Complainant , which Certificate is prayed to be taken as part hereof.

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

> Certificate No. 2358 - Lots of ground in the First Election District of Anne Arundel County, described as Lots 10, 19 and 20, Block G; Lot 2, Block L; Lot 3, Block M; Lots 64, 67 and 69, Block O; each 40 x 100, and Lot 1, Block N, 40 x 120; all as shown on the plat of Selby-on-the-Bay,

which lots at the time of the tax sale, were assessed to Henry P. Blair and Stanley D. Willis, and were conveyed to Henry P. Blair and Stanley D. Willis as joint tenants and not as tenants in common, in fee simple, by deed dated August 18, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 288, Folio 255; and that the amount due to the Collector of Taxes for the State of Maryland and Anne Arundel County on the day of the tax sale held October 11, 1954, was One Hundred Twenty-five Dollars and Thirty Cents ($125.30).

7. That the description of the property as the same appeared upon the Tax Roll of the Treasurer of Anne Arundel County for the First Election District on the day of the sale was:

Henry P. Blair &
Stanley D. Willis
801 Colorado Building
Washington, D. C.
c/o H. P. Blair
Selby-on-the-Bay
Lots 10, 19, 20 Blk G 50 x 100 each
Lot 2, Blk L, 40 x 103
Lot 3, Blk M, 40 x 105
25 per cent vacancy allowed

Henry P. Blair &
Stanley D. Willis
801 Colorado Building
Washington, D. C.
c/o H. P. Blair
Selby-on-the-Bay
Lots 64, 67, 69, Blk O, 40 x 100 each
Lot 1, Blk N, 40 x 120
25 per cent vacancy allowed

And that the property described in the Certificate of Tax Sale aforesaid is the same as above set out.

8. That according to the Equity, Law, and Land Records of Anne Arundel County, and the Register of Wills of Anne Arundel County, the title to the lots set out above and in the Certificate of Tax Sale No. 2358, was in the names of Henry P. Blair and Stanley D. Willis at the time of the said tax sale.

9. That on October 11, 1954, the Certificate of Tax Sale, attached hereto, pertaining to Lot 37, Block M, and Lots 55, 56 and 57, Block O, as shown on the Plat of Selby-on-the-Bay, and marked "Complainant's Exhibit No. 3" was issued by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, to your Complainant, which Certificate is prayed to be taken as part hereof.

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

Certificate No. 2359 - Lots of ground in the First Election District of Anne Arundel County, described as Lots 55, 56 and 57, Block O; and Lot 37, Block M, as shown on the Plat of Selby-on-the-Bay,

which lots, at the time of the tax sale, were assessed to Margaret F. Burke, and were conveyed to Margaret F. Burke, in fee simple, by deed dated October 2, 1931, and recorded among the Land Records

of Anne Arundel County in Liber F.A.M. No. 164, Folio 133; and by confirmatory deed dated May 27, 1937, and recorded in Liber F.A.M. No. 164, Folio 137; and also by deed dated May 27, 1937, and recorded in Liber F.A.M. No. 164, Folio 135; and that the amount due to the Collector of Taxes for the State of Maryland and Anne Arundel County on the day of the tax sale held October 11, 1954, was Fifty-eight Dollars and Twenty-nine Cents ($58.29).

11. That the description of the property as the same appeared upon the Tax Roll of the Treasurer of Anne Arundel County for the First Election District on the day of the tax sale was:

Margaret F. Burke
712 Butternut St. N. W.
Washington 17, D. C.
c/o Mrs. E. O. Burke
Selby on the Bay
Lots 55 - 56 Blk O 40 x 100 ea at 155 each
Lot 57 Blk O 60 x 100
Lot 37 Blk M 40 x 100
25 per cent vacancy allowed

And that the property described in the Certificate of Tax Sale aforesaid is the same as above set out.

12. That according to the Equity, Law, and Land Records of Anne Arundel County, and the Register of Wills of Anne Arundel County, the title to the lots set out above and in the Certificate of Tax Sale No. 2359, was in the name of Etta O. Burke at the time of the said tax sale. That the said Margaret F. Burke who had title in the above-mentioned properties at the time of her death in August, 1941, left as her sole heirs, James W. Burke, a brother, and Frances N. Burke, a sister, as shown in the Records of the Orphans Court of Anne Arundel County in Administration Account No. 7906; that James W. Burke died in February, 1942, leaving as heirs, his wife, the said Etta O. Burke, and his sister, Frances N. Burke as shown in the Records of the Orphans Court of Anne Arundel County in Administration Account No. 7907; that Frances N. Burke died in September 1946 leaving a last will and testament,

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recorded in the Records of the Orphans Court of Anne Arundel County in R.G.P. 4, Folio 58, and further shown in Administration Account No. 7905, in which she bequeathed her estate to the said Etta O. Burke; and that Etta O. Burke is now the owner in fee simple of the aforementioned property.

13. That on October 11, 1954, the Certificate of Tax Sale attached hereto, pertaining to Lot 14, Block D, as shown on the Plat of Selby-on-the-Bay, and marked "Complainant's Exhibit No. 4" was issued by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, to your Complainant, which Certificate is prayed to be taken as part hereof.

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

> Certificate No. 2362 - Lots of ground in the First Election District of Anne Arundel County, described as Lot 14, Block D, 44 x 60 x 100, as shown on the Plat of Selby-on-the-Bay,

which lot, at the time of the tax sale, was assessed to L. Bernice Johnson, and was conveyed to L. Bernice Johnson, in fee simple, by deed dated April 30, 1936, and recorded among the Land Records of Anne Arundel County in Liber No. F.A.M. 166, Folio 291; and that the amount due to the Collector of Taxes for the State of Maryland and Anne Arundel County on the day of the tax sale held October 11, 1954, was Twenty-seven Dollars and Forty-seven Cents ($27.47).

15. That the description of the property as the same appeared upon the Tax Roll of the Treasurer of Anne Arundel County for the First Election District on the day of the sale was:

> L. Bernice Johnson
> 3602 Porter St. N. W.
> Washington 16, D. C.
> Selby on the Bay
> Lot 14, Blk D 44 / 60 x 100
> 25 per cent vacancy allowed

And that the property described in the Certificate of Tax Sale aforesaid is the same as above set out.

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16. That according to the Equity, Law, and Land Records of Anne Arundel County, and the Register of Wills of Anne Arundel County, the title to the lot set out above and in the Certificate of Tax Sale No. 2362, was in the name of L. Bernice Johnson at the time of the said tax sale.

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

18. That it appears that the defendants herein, according to the assessment records, are non-residents as indicated in the title to this cause, and therefore your Complainant prays for process directed to the aforesaid non-resident defendants, at the last known address above set forth, as the address of said non-resident defendants.

19. That the amounts necessary for the redemption of the above entitled properties are as follows:

Lottie M. Benton, Certificate No. 2381 - $50.69

Henry P. Blair and Stanley D. Willis, Certificate No. 2358 - $125.30

Margaret F. Burke, Certificate No. 2359 - $58.29

L. Bernice Johnson, Certificate No. 2362 - $27.47

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

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

TO THE END, THEREFORE,

(a) That this Court pass a final decree foreclosing all the rights of redemption of the defendants herein, in and to the aforesaid Lot 14, Block D; Lots 10, 19, and 20, Block G; Lot 2, Block L; Lots 3 and 37, Block M; Lots 1, 19, 20, and 21, Block N; and Lots 55, 56, 57, 64, 67, and 69, Block O; as shown on the Plats of Selby-on-the-Bay.

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

(c) That an Order of Publication be passed giving notice to the defendants and all persons having or claiming to have any interest in the aforesaid property, of the object and substance of this Bill of Complaint and warning them to be and appear in this Court, in person or by Solicitor, on or before the 15th day of February, 1956, and show cause, if any they may have, why a decree or decrees should not be passed as prayed.

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

AND AS IN DUTY BOUND, etc.

Townshend and Kirk
Attorneys for Complainant

By: William E. Kirk
William E. Kirk

Anthony Litteri
Anthony Litteri

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 9th day of December, 1955, before me the Subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Anthony Litteri, the above named Complainant, and he made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint are true to the best of his knowledge, information, and belief.

WITNESS my hand and Notarial Seal.

Alice Gary
Notary Public

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LIBER 96 PAGE 168

Nº 2381 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 11th 1954, I sold to A. Litteri at public auction for the sum of 65 Dollars and 00 Cents, of which 50.69 Dollars has been paid as a deposit on the property in 1 District described as Lots 19-20-21 Blk. N. as shown on the plat of Selby on Bay

and assessed to Lottie M. Benton

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 12th 1955, 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 11 day of Oct 1954

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11 day of October, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 2, 1955

Complainant's Exhibit No. 1

13 Filed 9 Dec., 1955

LIBER 96 PAGE 169

No. 2358 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 11th 1954, I sold to [illegible] Edgewater at public auction for the sum of 250 Dollars and 00 Cents, of which 125.30 Dollars has been paid as a deposit on the property in [illegible] described as [illegible] and assessed to [illegible]

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12th 1955, 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 11 day of Oct 1954

Joseph H. Griscom
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11 day of October, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 2, 1955

NELLIE ELIZABETH STERLING NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

Complainant's Exhibit No. 2

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Filed 9 Dec., 1955

LIBER 96 PAGE 170

Nº 2359 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 11th 1954, I sold to A. Letter Edgewater at public auction for the sum of 225 Dollars and 00 Cents, of which 58.29 Dollars has been paid as a deposit on the property in 1 District described as Lot 55-56-57 Blk O. Lot 37 Blk M. as shown on the plat of Selby on Bay

and assessed to Margaret F. Burke

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 12th 1955, 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 11 day of Oct 1954

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11 day of October, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 2 1955

NELLIE ELIZABETH STERLING NOTARY PUBLIC ANNE ARUNDEL COUNTY

15 Complainant's Exhibit No. 3 Filed 9 Dec, 1955

LIBER 96 PAGE 171

Nº 2362 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 11th 1954, I sold to [illegible] at public auction for the sum of 125 Dollars and 00 Cents, of which 27.47 Dollars has been paid as a deposit on the property in 1 District described as Lot 14 Blk X 44X 60X100 as shown on the plat of Selby on Bay

and assessed to Mrs L Bernice Johnson

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 12th 1955, 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 11 day of oct 1954

Joseph H Griscom Jr
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11 day of October, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom 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.

Near Cove
16 Complainant's Exhibit No. 4 Filed 9 Dec., 1955

LIBER 96 PAGE 172

ANTHONY LITTERI	:	No. 11,593 Equity
vs	:	IN THE
	:	CIRCUIT COURT
LOTTIE M. BENTON, et al	:	FOR
	:	ANNE ARUNDEL COUNTY

CERTIFIED LETTER NOTICE AND RETURN

WILLIAM W. TOWNSHEND, JR.
ATTORNEY AT LAW
TOWNS-WORTH BUILDING
SOUTH ST.-ANNAPOLIS, MD.

CERTIFIED MAIL
No 272097

Mrs. Lottie M. Benton
3360 16th Street, N. W.
Washington, D. C.

POST OFFICE DEPARTMENT
OFFICIAL BUSINESS

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

REGISTERED NO.

CERTIFIED NO. 272097

INSURED NO.

POSTMARK OF DELIVERING OFFICE

RETURN TO →

NAME OF SENDER: William E. Reid

STREET AND NO. OR P.O. BOX: Towns-Worth Bldg. South St.

POST OFFICE: Annapolis

STATE: Md.

POD Form 3811 Apr. 1955

Registered to Bonder

From Washington, D. C.

14 0 51

WASH 11 DC 15 5 PM 1955

Not At 1006

ANNAPOLIS MD. 1955

17 ...ed ... 12 1956

LIBER 96 PAGE 173

ANTHONY LITTERI : No. 11,593 Equity

: IN THE

vs : CIRCUIT COURT

LOTTIE M. BENTON, et al : FOR

: ANNE ARUNDEL COUNTY

CERTIFIED LETTER NOTICE

RECEIPT FOR CERTIFIED MAIL—15¢

No. 272101

SENT TO Mr. Henry P. Blair

STREET AND NO. c/o Thomas Reynolds National Metropolitan Bank

CITY AND STATE Washington, D.C.

If you went a return receipt, check which ☒ 7¢ shows to whom and when delivered ☐ 31¢ shows to whom, when, and address where delivered

If you want restricted delivery, check here ☐ 20¢ fee

POSTMARK OR DATE MD DEC 12 1955 ANNAPOLIS

POD Form 3800 July 1955 Replaces previous editions of this form which MAY be used.

Date of Delivery 12-12-57

☆ U. S. GOVERNMENT PRINTING OFFICE : 1955 16—71548-1

DELIVERING

RECEIPT FOR CERTIFIED MAIL—15¢

No. 272098

SENT TO Mr. Stanley D. Willis

STREET AND NO. c/o Thomas Reynolds National Metropolitan Bank

CITY AND STATE Washington, D.C.

If you went a return receipt, check which ☒ 7¢ shows to whom and when delivered ☐ 31¢ shows to whom, when, and address where delivered

If you want restricted delivery, check here ☐ 20¢ fee

POSTMARK OR DATE MD DEC 14 1955 ANNAPOLIS

POD Form 3800 July 1955 Replaces previous editions of this form which MAY be used.

☆ U. S. GOVERNMENT PRINTING OFFICE : 1955 16—71548-1

RECEIPT FOR CERTIFIED MAIL—15¢

No. 272100

SENT TO Mrs. L. Bernice Johnson

STREET AND NO. 3602 Porter St. N.W.

CITY AND STATE Washington 16, D.C.

If you went a return receipt, check which ☒ 7¢ shows to whom and when delivered ☐ 31¢ shows to whom, when, and address where delivered

If you want restricted delivery, check here ☐ 20¢ fee

POSTMARK MD DEC 14 1955 ANNAPOLIS

POD Form 3800 July 1955 Replaces previous editions of this form which MAY be used.

☆ U. S. GOVERNMENT PRINTING OFFICE : 1955

No. 272099

RECEIPT FOR CERTIFIED MAIL—15¢

SENT TO Mrs. Ella L. Burke

STREET AND NO. 712 Baltimore Blvd.

CITY AND STATE Westminster, Md.

If you want a return receipt, check which ☒ 7¢ shows to whom and when delivered ☐ 31¢ shows to whom, when, and address where delivered

If you want restricted delivery, check here ☐ 20¢ fee

POSTMARK MD DEC 12 1955 ANNAPOLIS

POD Form 3800 July 1955 Replaces previous editions of this form which MAY be used.

☆ U. S. GOVERNMENT PRINTING OFFICE : 1955 16—71548-1

DELIVERING

Filed MAR 12 1956

16

NO. 11,593 EQUITY

IN THE CIRCUIT COURT FO ANNE ARUNDEL COUNTY

ANTHONY LITTERI,
Selby-on-the-Bay,
Edgewater, Maryland.

vs.

LOTTIE M. BENTON,
3360 16th Street, N. W.,
Washington, D. C.,
and all persons having or claiming to have any interest in property known as Lots 19, 20, and 21, Block N, as shown on the Plat of Selby-on-the-Bay, Anne Arundel County, State of Maryland,
and
HENRY P. BLAIR, and
STANLEY D. WILLIS,
c/o Thomas Reynolds,
National Metropolitan Bank,
Washington, D. C.,
and all persons having or claiming to have any interest in property known as Lots 10, 19 and 20, Block G; Lot 2, Block L; Lot 3, Block M; Lot 1, Block N; and Lots 64, 67, and 69, Block O; as shown on the Plat of Selby-on-the-Bay, Anne Arundel County, State of Maryland,
and
ETTA O. BURKE,
712 Butternut Road, N. W.,
Washington, D. C.,
and all persons having or claiming to have any interest in property known as Lot 37, Block M; and Lots 55, 56, and 57, Block O; as shown on the Plat of Selby-on-the-Bay, Anne Arundel County, State of Maryland,
and
L. BERNICE JOHNSON,
3002 Porter Street, N. W.,
Washington 16, D. C.,
and all persons having or claiming to have any interest in property known as Lot 14, Block D, as shown on the Plat of Selby-on-the-Bay, Anne Arundel County, State of Maryland.

Order Of Publication

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

All those lots or parcels of ground situate, lying and being in the First Election District of Anne Arundel County Maryland, and described as follows:

Lots 19, 20 and 21, Block N; as shown on the Plat of Selby-on-the-Bay.

Being the same lots of ground described in a deed from Otis L. Willis, Jr., unmarried, to Lottie M. Benton dated July 15, 1942 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 288, Folio 400

Lots 10, 19 and 20, Block G; Lot 2, Block L; Lot 3 Block M; Lot 1, Block N; and Lots 64, 67 and 69, Block O; as shown on the Plat of Selby-on-the-Bay.

Being the same lots of ground described in a deed from Charles H. LeFevre, Ancillary Administrator c. t. a. of the Estate of Ida R. Homaker, deceased, to Henry P. Blair and Stanley D. Willis, dated August 18, 1948, and recorded in Liber J.H.H. 288, Folio 255.

Lots 55, 56 and 57, Block O; as shown on the Plat of Selby-on-the-Bay.

Being the same lots described in a deed from Williams Realty Co., Inc., a body corporate, to Margaret F. Burke, dated May 27, 1937, and recorded in Liber F.A.M. 164, Folio 137.

LIBER 96 PAGE 174 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 14, 1956

We hereby certify, that the annexed

Order Publication

Eq. 11,593 Property

Anthony Litteri.

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 15th day of February, 1956. The first insertion being made the 15th day of December, 1955

THE CAPITAL-GAZETTE PRESS, INC.

By N. Leighman

19 Filed MAR 14 1956

Lot 37, Block M; as shown on the Plat of Selby-on-the-Bay.

Being the same lot of ground described in a deed from Williams Realty Co., Inc., a body corporate, to Margaret Burke, dated May 27, 1937, and recorded in Liber F.A.M. 104, Folio 135.

Lot 14, Block D; as shown on the Plat of Selby-on-the-Bay.

Being the same lot of ground described in a deed from Williams Realty Co., Inc., and Enoch P. Johnson, to Mrs. L. Bernice Johnson, dated April 30, 1930, and recorded in Liber F.A.M. 160, Folio 291.

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 9th day of December, 1955, by the Circuit Court for Anne Arundel County, In Equity, ORDERED that notice be given by the insertion of a copy of this order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 15th day of February, 1956, 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.

True Copy TEST:

GEORGE T. CROMWELL, Clerk.

J.G

LIBER 96 PAGE 176

ANTHONY LITTERI	:	No. 11,593 Equity
	:	IN THE
vs	:	CIRCUIT COURT
LOTTIE M. BENTON, et al	:	FOR
	:	ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

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

It is thereupon, this 14th day of March, 1956, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that said Bill of Complaint be, and the same is hereby, taken pro confesso against the said Defendants.

/s/ Benjamin Michaelson
Judge

Filed MAR 15 1956

20

ANTHONY LITTERI,	:	IN THE CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
L. BERNICE JOHNSON, et al	:	NO. 11,593 Equity

PETITION TO REDEEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Homer F. Johnson, Executor under the Last Will and Testament of L. Bernice Johnson, deceased, by Morris Turk, Solicitor, respectfully represents:

1. That L. Bernice Johnson, one of the respondents in the above entitled cause, departed this life on or about October 9, 1944, leaving a last will and testament, duly probated in the Probate Court of the District Court for the District of Columbia, and in which your Petitioner, Homer F. Johnson, was appointed Executor and qualified, a certified copy of said appointment and qualification filed herewith as Petitioner's Exhibit No. 1 and prayed to be taken as a part hereof.

2. That the said L. Bernice Johnson, at the time of her death, was the owner of Lot 14, Block D, Selby on the Bay, First Election District, Anne Arundel County, Maryland, as alleged in the Bill of Complaint, and that the said property is a part of her estate.

3. That your Petitoner desires to redeem said property.

WHEREFORE, your Petitioner pray an Order of this Honorable Court permitting him to redeem said property upon payment of such amount or amounts as this Court shall by subsequent Order fix as necessary for redemption in accordance with the provisions of Section 92 of Article 81 of the Annotated Code of Maryland (1951 Edition).

AND, as in duty bound, etc.

Morris Turk
Solicitor for Petitioners

I hereby certify that a copy of the foregoing petition has been delivered this 5th day of April, 1956 to William W. Townshend, Jr. and William Kirk, Townsworth Building, South Street, Annapolis, Maryland, Solicitors for Plaintiff.

Morris Turk

FILED
1956 APR -5 PM 2:22

21

ORDER OF COURT

Upon the foregoing Petition, it is this 5th day of April, 1956, by the Circuit Court for Anne Arundel County in Equity, ORDERED that Homer F. Johnson, be and he is hereby permitted to redeem the property mentioned in said Petition upon payment of such amount or amounts as this Court by subsequent Order shall fix as necessary for redemption, in accordance with the provisions of Section 92 of Article 81 of the Annotated Code of Maryland (1951 Edition).

Benjamin Michaelson
Judge

Filed APR 5 1956

22

FORM NO. 52 LIBER 96 PAGE 179

In the
District Court of the United States for the District of Columbia
holding a Probate Court
District of Columbia
to wit:
The United States of America
To all persons to whom these presents shall come
Greeting:
Know ye, That the Last Will and Testament AND CODICIL of

---L. Bernice Johnson---

late of the District of Columbia, *deceased, having been exhibited, proved, and admitted to probate and record by said Court, and duly recorded in the office of the Register of Wills for the District of Columbia, the Clerk of said Court, Administration of all the money, goods, chattels, rights and credits of the said deceased was thereupon by said Court, on the* 11th *day of* February, *A. D. 19*46, *granted and committed unto*

---Homer F. Johnson---

~~and~~

who, as Executor *of the* Will *of said deceased, first executed an undertaking with good and sufficient security, approved by the said Court, in the penalty of*

---Fifteen Hundred--- *Dollars, conditioned for the* faithful performance of his trust

and took the oath prescribed and required by law; and whose appointment is unrevoked and still in force.

Witness, the Honorable Bolitha J. Laws

Chief Justice of said Court, this 11th *day of* February, *A. D. 19*46

ATTEST: [signature]

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

CASE NO. 66,744

Exhibit

FILED
1956 APR -5 PM 2:22

10—20542 U. S. GOVERNMENT PRINTING OFFICE.

23

ANTHONY LITTERI	:	IN THE CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
L. BERNICE JOHNSON, etal	:	NO. 11,593 Equity

AGREEMENT AND ORDER

It is agreed and stipulated between Counsel for Plaintiff and the Respondent, L. Bernice Johnson, in the above styled cause that the following amounts are necessary to redeem the property mentioned in the above proceedings and contained in Certificate No. 2362.

1.	Amount of Certificate and Taxes for 1955 and 1956	$ 42.37
2.	Interest to date of redemption	2.48
3.	Proportionate share of Court Costs	16.15
4.	Proportionate share of Advertising	20.63
5.	Title Fee	25.00
6.	Proportionate share of Attorney's fee	25.00

Townshend & Kirk

by: William E. Kirk
Solicitor for Plaintiff

Solicitor for Homer F. Johnson

ORDER FOR REDEMPTION

MR. CLERK:

Please enter the above entitled case "Settled and Property Redeemed" as to the property of L. Bernice Johnson, namely, Lot 14, Block D, Selby on the Bay.

Townshend & Kirk

by: William E. Kirk
Solicitors for Plaintiff

FILED
1956 APR -7 AM 10:46

25

LIBER 96 PAGE 181

ANTHONY LITTERI	:	IN THE CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
L. BERNICE JOHNSON, et al	:	No. 11,593 Equity
	:	

ORDER OF COURT

Upon the foregoing Agreement as to costs filed in this cause by the respective Counsel, it is this 7th day of April, 1956, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that the amounts necessary to redeem the property in these proceedings are:

1.	To be paid to the Treasurer of Anne Arundel County for Tax certificate of Sale, with interest of $2.48 to date of redemption plus taxes and penalties due for years 1955 and 1956.	$44.85
2.	To be paid for proportionate costs of suit	16.15
3.	To be paid for proportionate costs of advertising in Capital-Gazette press	20.63
4.	Title and Attorneys' fee due Plaintiff	50.00

And it is further ORDERED, that upon payment of the Court costs due the Clerk and the filing of an Order for Settlement and Redemption in this cause, the property of L. Bernice Johnson, one of the respondents herein, shall stand redeemed from the force and effect of the Plaintiff's Tax Sale and Certificate.

Benjamin Michaelson
Judge

FILED
1956 APR -9 PM 12:25

24

LIBER 96 FOLIO 182

ANTHONY LITTERI Selby-on-the-Bay Edgewater, Maryland	:	No. 11,593 Equity
	:	IN THE
vs	:	CIRCUIT COURT
LOTTIE M. BEITON, et al.	:	FOR
	:	ANNE ARUNDEL COUNTY

FINAL DECREE

This cause, standing ready for hearing and being submitted, the proceedings were read and considered, and it appearing that the same have been conducted in substantial compliance with the provisions of Sections 69 to 121 of Article 81, of the Annotated Code of Maryland (1951 Edition), as amended,

It is, thereupon, this 16th day of April, 1956, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED:

1. That all rights of redemption of the Defendants, or of anyone claiming by, through or under them, in and to the properties described in this proceeding, namely:

a) Lots 19, 20, and 21, Block N, as shown on the Plat of Selby-on-the-Bay, Plat #2, and recorded among the Plat Records of Anne Arundel County in Plat Book 7, Page 43.

b) Lots 10, 19, and 20, Block G, as shown on the Plat of Selby-on-the-Bay, Plat #3, and recorded among the Plat Records of Anne Arundel County in Plat Book 7, Page 43.

Lot 2, Block L; Lot 3, Block M; and Lot 1, Block N; Selby-on-the-Bay, as shown on the Plat of Selby-on-the-Bay, Plat #2, and recorded among the Plat Records of Anne Arundel County in Plat Book 7, Page 43.

Lots 64, 67, and 69, Block O, as shown on the Plat of Selby-on-the-Bay, Plat #4, and recorded among the Plat Records of Anne Arundel County in Plat Book 8, Page 14.

FILED
1956 APR 16 PM 3:52

c) Lot 37, Block M, as shown on the Plat of Selby-on-the-Bay, Plat #2, and recorded among the Plat Records of Anne Arundel County in Plat Book 7, Page 43.

Lots 55, 56, and 57, Block O, as shown on the Plat of Selby-on-the-Bay, Plat #4, and recorded among the Plat Records of Anne Arundel County in Plat Book 8, Page 14.

and having been sold by the Treasurer of Anne Arundel County on October 11, 1954, for the nonpayment of taxes, be and the same is hereby barred and foreclosed.

2. That an absolute and indefeasible title, in fee simple, to the said property, free and clear of all alienations and descents occurring prior to this decree, as well as all encumbrances thereon (excepting taxes accruing subsequent to said date of sale and the public assessments to which the same are subject) is hereby vested in the 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 accruing subsequent to the date of said tax sale, the Treasurer of Anne Arundel County shall execute a deed conveying said property to the Plaintiff.

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

Benjamin Michaelson
Judge

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND
SITTING AS A COURT OF EQUITY

NORA T. CLONEY
3508 Abbie Place, Rockdale, Balto. Co.
and
MARGARET C. WEISS,
4710 Delaware St. College Park, Md.
Complainants
vs
ALBERT TEFFT THOMPSON (Infant)
3508 Abbie Pl. Rockdale, Balto. Co, Md
and
LEWIS H. WEISS, EXECUTOR of the Estate of Leslie M. Thompson (deceased) late of Severna Park, Maryland, A. A. Co.
4704 Delaware St. College Park, Md
Defendants

IN EQUITY NO. 11,446

Filed August 9, 1955

BILL OF COMPLAINT FOR SALE OF REAL ESTATE

TO THE HONORABLE, The Judges of the Circuit Court of Anne Arundel County, Maryland, sitting in Equity:

1. Your Complainants, Nora T. Cloney and Margaret C. Weiss, appearing in propria persona, are the life tenants under a Last Will and Testament now on file in the Orphans' Court for Anne Arundel County, Maryland and made by Leslie M. Thompson (deceased) late of the "Anchorage", his home on Manhattan Beach, Severna Park, Anne Arundel County, Maryland. (Pltffs Ex "A")

2. That Albert Tefft Thompson, an infant son of the aforesaid testator was 18 years of age last April, 1955 and he appears as the remainderman in the aforesaid Last Will and Testament of Leslie M. Thompson, his late father.

3. That the co-defendant, Lewis H. Weiss, is the named Executor of the Last Will and Testament. That Nora T. Cloney, one of the plaintiffs and her husband John W. Cloney are the named testamentary guardians and general guardians of the infant, Albert Tefft Thompson II.

4. That with seven months apart this infant suffered the mysterious deaths of his mother and father in the same house, the property in question. That because of these and other sad memories suffered by this infant in the same property it will be impossible for him to use it and that it will be to the best interests of the infant as well as the life tenants to dispose of the property in question and then as soon as possible thereafter to procure and purchase another similar property elsewhere to be occupied by this infant together with the life tenants named herein.

5. That this cause is brought under Section 69 of Article 16 and other provisions pertaining thereto in the Code of Laws of the State of Md. That all parties to this cause excepting Albert Tefft Thompson II are of legal age and bring this action in their own right.

Filed 9 Aug., 1955. Re-filed 2 Dec., 1955.

WHEREFORE, These Complainants pray:

1. That the Court by appropriate Order or Decree grant the parties leave to sell the aforesaid properties for the highest prices most advantageous to the interests of the minor son and the life tenants and to submit such sale or sales for the approval and ratification by the Court, and

2. And for such other relief as to the Court may be deemed proper and necessary under the circumstances.

As in duty bound, etc.,

Witnessed by: -

Louis H. Weiss

Jerald

Nora T. Cloney

Margaret C. Weiss

Albert Tefft Thompson

Nora T. Cloney

John W. Cloney, as guardians for Albert Tefft Thompson II

AFFIDAVIT

STATE OF MARYLAND, COUNTY OF Prince Georges

I HEREBY CERTIFY, That Nora T. Cloney, Margaret C. Weiss, Albert Tefft Thompson and John W Cloney appeared before me on the 1st day of Aug 1955 a Notary Public in and for the State and County aforesaid, and under oath declared that the information and facts stated in their within petition are true to the best of their knowledge, information and belief.

Notary Public

My Commission expires:

5-6-57

Louis H. Weiss, Executor of the Estate of Leslie M. Thompson (deceased)
4704 Delaware St. College Park, Maryland
Tel. Dexter 5-6877

2

C
O
P
Y

L A S T W I L L A N D T E S T A M E N T

O F

LESLIE MORTIMER THOMPSON

****

IN THE NAME OF GOD, AMEN,

I, LESLIE MORTIMER THOMPSON of Manhattan Beach, Severna Park, Anne Arundel County, State of Maryland, being now in good health, strength of body and mind, but sensible of the uncertainties of life, and desiring to make disposition of my property and affairs, while in good health and strength, do hereby freely and voluntarily make, publish and declare this to be MY LAST WILL AND TESTAMENT: hereby revoking and cancelling all other and former wills by me at any time made.

FIRST: - I order and direct that my body be decently buried under the direction of my Executor, Lewis H. Weiss, without undue ceremony or ostentation, but with proper regard for my station in life and the circumstances of my estate.

SECOND: - I direct that my Executor shall then pay all my just debts and obligations in the order of priority prescribed by the laws of the State of Maryland or those of any other state which under the circumstances may apply.

THIRD: - I hereby give, devise and bequeath the "ANCHORAGE", my present home in Manhattan Beach, ANNE Arundel County, Maryland, together with my boat, the "BALLOU", as follows:

(a) A life interest to Nora T. Cloney of Baltimore County, Maryland and Margaret C. Weiss of College Park, Prince George's County, Maryland, who are my beloved sisters-in-law and sisters of my late and beloved wife, Mary. It is my desire and fervent wish that this property be for their use and enjoyment and for the enjoyment of my beloved son Albert Tefft Thompson II who is being cared for by Nora T. Cloney in her home in Baltimore County, Maryland, and

(b) The remainder interest, I bequesth and devise to my beloved son Albert Tefft Thompson II.

FOURTH: - I hereby give and bequeath the furniture and furnishings in the "Anchorage" in the same manner as provided for in paragraph "third".

Poly Will

Filed 9 Aug., 1955. Re-filed 2 Dec., 1955

C O P Y

LAST WILL AND TESTAMENT OF LESLIE MORTIMER THOMPSON P. 2

****

FIFTH: - I give, devise and bequeath the rest and residue of my estate whether personal, real or mixed wherever situate, to my beloved son, ALBERT TEFFT THOMPSON II.

SIXTH: - It is my desire and I hereby direct, should I die during the minority of my son ALBERT TEFFT THOMPSON II that John W. and Nora T. Cloney of Baltimore County, Maryland be appointed Testamentary Guardians and for them to take charge of and handle for him until he shall have attained his majority his respective portion of the Estate which was left me in trust upon the demise of my father and which upon my death, he shares, share and share alike with his ~~two~~ (2) sisters, Johanne and Leslie-Jean.

SEVENTH: - I hereby nominate and appoint Lewis H. Weiss of Coll ege Park, Prince George's County, Maryland to be the Executor of this my LAST WILL AND TESTAMENT and request that he be permitted to serve without Bond.

IN WITNESS WHEREOF, I, LESLIE MORTIMER THOMPSON have th this, my LAST WILL AND TESTAMENT, consisting of two (2) pages of paper, subscribed my name and set my seal on this the ____day of April, 1955.

_____(SEAL)
Leslie Mortimer Thompson

The above instrument was, on the date thereof, subscribed by LESLIE MORTIMER THOMPSON, the testator named in the foregoing Will, in the presence of us and each of us, and at the time of making such subscription, the above instrument was declared by the above TESTATOR to be his LAST WILL AND TESTAMENT, and each of us at the request of said TESTATOR, and in his presence, and in the presence of each other, have hereto signed our names as witnesses to said WILL on the ____day of April, 1955.

_____ADDRESS_____

_____ADDRESS_____

_____ADDRESS_____

4

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND
SITTING AS A COURT OF EQUITY

NORA T. CLONEY	:	
and	:	
MARGARET C. WEISS,	:	
Complainants	:	
vs	:	IN EQUITY NO. 11,446
ALBERT TEFFT THOMPSON (Infant)	:	Filed August 1955
and	:	
LEWIS H. WEISS, EXECUTOR of the Estate of Leslie M. Thompson (deceased) late of Severna Park, Maryland	:	
Defendants	:	

ANSWER BY LEWIS H. WEISS, Executor, to the BILL OF COMPLAINT

TO THE HONORABLE, The Judges of the Circuit Court of Anne Arundel County, Md. sitting in Equity:

Now comes Lewis H. Weiss, one of the defendants named in this cause, in proper person, and for answer to the Bill of Complaint filed herein, respectfully represents to the Court as follows:

That he admits the allegations contained in paragraphs 1 to 5 (inclusive).

Having fully answered the Bill filed in this cause, the defendant prays that he may be dismissed with his usual costs.

As in duty bound, etc.,

Lewis H. Weiss

Lewis H. Weiss, Executor of the Estate of Leslie M. Thompson (deceased)

4704 Delaware St. College Park, Maryland
Tel - WEbster 5-6877

Filed 9 Aug., 1955. Re-filed 2 Dec., 1955.

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LIBER 96 PAGE 189

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND
SITTING AS A COURT OF EQUITY

****

NORA T. CLONEY, et al
Complainants :

vs :

IN EQUITY NO. - 11,446

ALBERT TEFFT THOMPSON (Infant) :
and
LEWIS H. WEISS, Executor of the :
Est. of Leslie M. Thompson (deceased)
Defendants :

****

PETITION

TO THE HONORABLE JUDGES OF THE CIRCUIT COURT For Anne Arundel County, sitting in Equity:

The Petitioner, Lewis H. Weiss, co-defendant of Albert Tefft Thompson, infant, Executor of the Estate of Leslie M. Thompson (deceased) and a member of this Honorable Court, hereby represents to the Court that a Bill of Complaint filed in the herein case upon which subpoena was duly issued and service had on the defendant Albert Tefft Thompson (infant) and his guardian as required by Section 178, Article 16 of the Code of Laws of the State of Maryland as will more fully appear by reference to the sheriff's return filed herein and since the infant is by law unable to answer and defend,

PETITIONER, THEREFORE PRAYS:

1 - That this Honorable Court may by appropriate Order appoint a Guardian et litem to answer and defend for Albert Tefft Thompson (infant), and

2. And for such other and further relief as this Honorable Coourt may deem necessary under the circumstances.

AS IN DUTY BOUND, etc.

Lewis H. Weiss
Lewis H. Weiss, Executor of the
Estate of Leslie M. Thompson (deceased)

Filed 13 Sept., 1955. Re-filed 2 Dec., 1955.

ORDER

Upon the herein Petition it is thereupon on this 13th day of September, 1955, Ordered, that John H. Hopkins IV be, and he is hereby, appointed Guardian et litem to answer and defend the herein defendant, Albert Tefft Thompson (infant) in this case.

Benjamin Michaelson
Judge

Filed 13 Sept., 1955
Re-filed 2 Dec., 1955

LEWIS H. WEISS
ATTORNEY
4704 DELAWARE STREET
BERWYN
COLLEGE PK, MD.

6.

NORA T. CLONEY, et al Complainants	*	IN THE CIRCUIT COURT
vs.	*	FOR
ALBERT TEFFT THOMPSON (Infant) and LEWIS H. WEISS, Executor of the Est. of Leslie M. Thompson, deceased Defendants	*	ANNE ARUNDEL COUNTY NO. 11,446 EQUITY

* * * * * * * * *

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Albert Tefft Thompson, an infant, by John H. Hopkins, IV, Guardian Ad Litem, duly appointed by Order of this Court, to the Bill of Complaint of Nora T. Cloney, et al, against him in this Court exhibited:

This Defendant, being an infant, cannot admit any of the matter and things in said Bill alleged, and submits his rights thereunder to the protection of this Court.

And as in duty bound, etc.

John H. Hopkins, IV, Guardian Ad Litem

I hereby certify that I have this 22nd day of September, 1955, delivered ~~mailed~~ a copy of the foregoing Answer to Lewis H. Weiss, Esquire, 4704 Delaware Street, College Park, Maryland.

John H. Hopkins, IV

Filed: 22 Sept. 1955.
Re-filed 2 Dec., 1955.

NORA T. CLONEY and	:	IN
MARGARET C. WEISS,	:	THE CIRCUIT COURT
PLAINTIFFS,	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
ALBERT TEFFT THOMPSON,	:	
infant, ET AL.	:	
DEFENDANTS.	:	No. 11,446 Equity

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

TESTIMONY ON BEHALF OF THE PLAINTIFFS

September 22, 1955

Present:

Mr. Lewis H. Weiss, Solicitor for the Plaintiffs.

Mr. John H. Hopkins, IV, Guardian Ad Litem.

Mr. Emanuel Klawans, Examiner.

Mrs. Katharine H. McCutchan, Court Stenographer.

Witnesses:

Nora T. Cloney, pages 2, 3.

Margaret C. Weiss, page 4.

William H. Riley, pages 5, 6.

Edward N. C. Bradley, pages 6, 7.

Filed: 7 Oct. 1955
Re-filed 2 Dec., 1955.

Deed filed as examiner's Exh. A.

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

(Mr. Weiss)

1. Give your name and address.

A. Nora T. Cloney, 7214 Prince George Road, Baltimore, 7, Md.

2. What is your occupation?

A. Saleslady.

3. How old are you?

A. 47.

4. Are you in good health?

A. Yes, I work 365 days a year.

5. Are you one of the complainants in this case for the sale of real estate?

A. I am.

6. What is your relationship to the testator, Leslie M. Thompson, deceased?

A. My sister was Mrs. Thompson.

7. You are one of the life tenants mentioned in his Will?

A. Yes.

OF LESLIE M. THOMPSON
(CERTIFIED COPY OF LAST WILL AND TESTAMENT/MARKED EXAMINER'S EX. 1 AND FILED HEREWITH)

8. Where is the infant, Albert Tefft Thompson, now?

A. With me.

9. How long has he been with you?

A. Since the day his mother died

10. What were the circumstances surrounding the deaths of Mr. and Mrs. Thompson?

A. Mrs Thompson was found dead in the house on December 2, 1954 and Mrs. Thompson was found dead in the house on July 11,1955. The boy is just 18 and doesn't want to return to the house because of the sad memories connected with the house. We don't

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want to return to the house for the same reason. We think it would be to the best interest of everyone if the property were to be sold.

11. Have you been offered a price for the house?

A. We were first offered $11,000.00 which didn't materialize and we now have a contract for $13,000.00 which is the best offer we have had.

12. Can you identify this piece of paper which I show you?

A. That is the contract.

(CONTRACT MARKED EXAMINER'S EX. 2 AND FILED HEREWITH)

13. Would it be profitable to rent the house?

A. No, it is in poor condition and would take considerable money to repair it for rental purposes, and we live too far away from the property to look after it, especially the grounds that would have to be kept up and we are not able to do that.

14. What in your opinion is the fair market value of the property?

A. I thought $11,000.00 was a fair price.

15. Was the house appraised by the Orphans' Court of Anne Arundel County?

A. Yes.

16. What was the amount of their appraisal?

A. $9,400.00.

(Mr. Klawans)

To the General Question under the rule, the witness answers: "We want to sell it mostly because the boy won't go back there. I had to get articles of his clothing out of there for him, because he wouldn't go in the house. He is emotionally upset."

Nora T. Cloney

Nora T. Cloney

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Margaret C. Weiss, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Weiss)

1. Give your name and address.

A. Margaret C. Weiss, 4710 Delaware St., College Park, Md.

2. What is your occupation?

A. Telephone Operator.

3. How old are you?

A. 41.

4. What is the state of your health?

A. Good.

5. What is your relationship to the Testator, Leslie M. Thompson?

A. Sister-in-law.

6. Will you give your reasons for wanting to sell the property that is the subject matter of these proceedings?

A. They are the same as my sister's, Mrs. Cloney. The house has nothing but sad memories, including the child's. It would be to the advantage of everyone to dispose of it as soon as possible. It was appraised by the Orphans Court for $9400.00 and we had an offer of $11,000.00 and now we have a contract for $13,000.00.

7. Is it possible to rent the property?

A. The house is frame which would require a great deal of repairs. My sister, Mrs. Thompson, spent more money on it than the property was worth in order to maintain it. We are both employed and wouldn't have time to take care of it.

8. You mean it would be unprofitable to rent it?

A. Yes, we were only offered $40.00 a month to rent it and that would not be enough to keep the property in good condition.

9. Is the property clear or is there a mortgage?

A. It is clear.

(Mr. Klawans)

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

M.C.W. Margaret C. Weiss

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

(Mr. Weiss)

1. Give your name and address.

A. William H. Riley, Fort Meade Road, Linthicum Hts., Md.

2. What is your occupation?

A. Supervisor of Assessments for Anne Arundel County.

3. How long have you held that position?

A. Ten years.

4. Are you familiar with property values in the Third Election District of Anne Arundel County?

A. I am.

5. Are you experienced in appraising property in Anne Arundel County?

A. I am a qualified appraiser. I have appraised property for the Orphan's Court and building and loan associations, banks, etc.

6. Have you examined the property that is the subject matter of this suit?

A. Yes.

7. Will you describe the property?

A. It is a frame cottage, located on Lot 22, Section J at Manhattan Beach, containing six rooms and bath, with a two-car garage.

8. What kind of heat does it have?

A. Hot water baseboard oil heat.

9. What is the condition of the house?

A. Very poor.

10. What in your opinion is the fair market value of the property?

A. $9400.00 in fee, considering the state of repair. Which is run-down and very poor.

4.

5.

11. Do you think it would be to the best interest of the parties that the property be sold for the sum of $13,000, less commission of five percent?

A. I do. It is an exceptionally high price for this piece of property. It would require a large sum of money to put the property in habitable condition.

12. When did you see the property last?

A. In August 1955.

(Mr. Klawans)

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

William H. Riley

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

(Mr. Weiss)

1. Give your name and address.

A. Edward N. C. Bradley, 24 Crain Highway, Glen Burnie, Md.

2. What is your position?

A. Transfer Clerk for Anne Arundel County.

3. Have you appraised property in Anne Arundel County?

A. For twelve years for banks, for the Court, building and loans.

4. When did you examine the property that is the subject matter of this proceeding?

A. August 1955.

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5. Will you describe the property?

A. It is a lot at Manhattan Beach on Dividing Creek with a one-story frame dwelling, containing six rooms and bath with a double garage. The property is in a poor state of repair.

6. What in your opinion is the fair market value of the prpoerty?

A. $9400.00

7. In your opinion, would the contract price of $13,000.00 be to the best interests of the parties to this suit?

A. Yes, I think it would be a good price for the property. As the property stands now it would take thousands of dollars to Put it in good repair therefore, I think it would be better to sell it.

8. What does your appraisal of $9400 consist of?

A. The house and grounds, not the extras as called for in the contract sale price.

(Mr. Klawans)

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

Edward N C Bradley

Edward N. C. Bradley

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7.

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

(Mr. Hopkins)

1. State your name and address.

A. Lewis H. Weiss, 4710 Delaware St., College Park, Md.

2. Are you the Executor of the estate of Leslie M. Thompson?

A. Yes.

3. Has the estate been administered in the Orphan's Court for Anne Arundel County?

A. Yes.

4. Has the will been probated?

A. Yes.

5. Has letters to creditors been published?

A. Yes.

6. When is the time limited for filing claims?

A. January 16, 1956.

7. Is the personal estate sufficient to cover the expenses?

A. Yes. I have already taken care of the creditors, so far.

(Mr. Klawans)

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

Lewis H. Weiss

Lewis H. Weiss

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

Witness my hand and seal this 7th day of October 1955.

Emanuel Klawans (SEAL)

Emanuel Klawans, Examiner

E.K. $10.00

K.H.McC. $10.00

Oct. 10/7/55

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LIBER 96 PAGE 199

LAST WILL AND TESTAMENT

OF

LESLIE MORTIMER THOMPSON

FILED
JUL 21 1955
REGISTER OF WILLS
FOR ANNE ARUNDEL COUNTY, MD.

****

IN THE NAME OF GOD, AMEN,

I, LESLIE MORTIMER THOMPSON, a resident of Manhattan Beach, Severna Park, Anne Arundel County, State of Maryland, of sound and disposing mind and memory and sensible of the uncertainties of life and desiring to make disposition of my property and affairs, do hereby freely and voluntarily and without undue influence from anyone, make, publish and declare this instrument as to my LAST WILL AND TESTAMENT, hereby expressly revoke all other and former wills and codicils to wills made by me heretofore at any time.

FIRST: - I order and direct that my body be decently buried under the direction of my Executor, Lewis H. Weiss, without undue ceremony or ostentation but with proper regard [illegible] and the circumstances of my estate.

SECOND: - I direct my Executor hereinafter named to pay all my just debts and obligations including the expenses of my last illness, if any, as soon after my decease as is practicable.

THIRD: - I hereby give, devise and bequeath the "ANCHORAGE", which is my present home in Manhattan Beach, Anne Arundel County, Maryland, together with my boat, the "BALLOU", as follows:

(a) A life interest to NORA T. CLONEY of Baltimore County, Maryland and MARGARET C. WEISS of College Park, Prince George's County, Maryland, who are my beloved sisters-in-law and sisters of my late and beloved wife, Mary. It is my desire and fervent wish that this property be for their use and enjoyment of my beloved son, ALBERT TEFFT THOMPSON II who is being cared for by Nora T. Cloney in her home in Baltimore County, Md., and

(b) The remainder interest, I bequeath and devise to my beloved son ALBERT TEFFT THOMPSON II.

FOURTH: - I hereby give and bequeath the furniture and furnishings

L.M.T.

File in Eq. No. 11444 Cloney et al vs Thompson et al

Examiner's Exh. 1 E. Clemens

Complaint's Ex Pub

17 Re-filed 2 Dec., 1955 Filed: 7 Oct. 1955

****

IN the "ANCHORAGE" in the same manner or rather in a manner similar as that provided for in paragraph "Third",

FIFTH: - I bequeath the following:

(a) My stocks, bonds and other securities to my son ALBERT TEFFT THOMPSON II,

(b) To ~~_____~~ my Packard automobile.

(c) To ~~_____~~ my Consul Ford

SIXTH: - It is my desire and I hereby ~~so~~ direct, that should I die during the minority of my son ALBERT TEFFT THOMPSON II that John W. and Nora T. Cloney, his uncle and aunt, respectively, of Baltimore County, Maryland be appointed Testamentary Guardians and for them to take charge of and to handle for him until he shall have attained his majority his respective portion of this Estate also his respective portion of the Estate which was left me in trust upon the demise of my father and which upon my death, he shares, share and share alike with his two (2) sisters, Johanna and Leslie-Jean, the latter two of who now reside in the State of New York.

SEVENTH: - My two oth r children, namely, Johanne and Leslie-Jean will be amply provided for from my father's estate which, upon my death, will be distributed throught~~en~~ Security Trust Company of Rochester, New York.

EIGHTH: - All the rest and residue of my estate of every kind and description whether real, personal or mixed wherever located or situated, I bequeath and devise to my beloved son, ALBERT TEFFT THOMPSON II.

NINTH: - In the event any person shall contest this will or attempt to establish that he or she is entitled to any portion of my estate or to any right as an heir to me, I hereby bequeath to such person or persons the sum of $5.00 each.

TENTH: - I h reby nominate and appoint Lewis H. Weiss, who is my brother-in-law and an attorney, of College Park, Prince George's County, Maryland to be the Executor of this my LAST WILL AND TESTAMENT.

IN WITNESS WHEREOF, I, LESLIE MORTIMER THOMPSON have to this,, my LAST WILL AND TESTAMENT, consisting of three (3) pages of paper, subscribed

LAST WILL AND TESTAMENT OF LESLIE MORTIMER THOMPSON PAGE 3 of 3 pages

****

my name and set my seal on this the 13 day of April, 1955.

Leslie Mortimer Thompson (SEAL)
Leslie Mortimer Thompson, Testator

The above instrument was, on the date thereof, subscribed by LESLIE MORTIMER THOMPSON, the testator named in the aforegoing WILL, in the presence of us and each of us, and at the time of making such subscription the above instrument was declared by the above TESTATOR, and in his presence, and in the presence of each other, have hereto signed our names as witnesses to said WILL on the 13 day of April, 1955.

Paul H. Schneider ADDRESS Carroll Hall - Annapolis, Md.
Marcellus G. Hall ADDRESS 24 Duncan Street - Annapolis, Md.
Lewis H. Weiss ADDRESS 4706 Delaware St. College Park, Md.

Anne Arundel County, Ss:

On the 21st day of July, 19 55
came Lewis H. Weiss
and made Oath in due form of law, that he does not know of any Will or Codicil of Leslie Morton Thompson
late of said County, deceased, other than the above instrument of writing, and that he received the same from the deceased

~~Testator died~~
~~on or about the 13th April, 19 55.~~ Testator departed this life July 11, 1955.
Sworn to

TEST: H. Stanley Clark
Register of Wills for Anne Arundel County.

Anne Arundel County, Ss:

On the 21st day of July, 19 55
came Lewis H. Weiss and Marcellus G. Hall
subscribing witnesses to the aforegoing last Will and Testament of Leslie Morton Thompson late of said County, deceased, and made oath in due form of law, that they did see the Testator sign and seal this Will; that they heard him publish, pronounce and declare the same to be his last Will and Testament, that at the time of his so doing he was, to the best of their apprehension, of sound and disposing mind, memory and understanding; and that they together with Paul H. Schneider subscribed their name as witnesses to this Will in their presence, at his request and in the presence of each other.
Sworn to

TEST: H. Stanley Clark
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 Leslie Mortimer Thompson, late of said County, deceased, ~~together with the codicil thereunto attached,~~ and also the evidence adduced as to its validity, orders and decrees this 21st day of July, 19 55 that the same be admitted in this Court as the true and genuine last Will and Testament ~~and Codicil~~ of the said Leslie Mortimer Thompson, deceased.

JUDGES { Curtain E. Dewitt
Ernest A. McAllister.

STATE OF MARYLAND

Anne Arundel County

I, H. STANLEY CLARK, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Last Will and Testament of Leslie Mortimer Thompson *late of said County deceased taken from* the original Will which is 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 26th *day of* September *in the year of our Lord, nineteen hundred and fifty* -five.

H. Stanley Clark

Register of Wills for Anne Arundel County

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CONTRACT OF SALE

For use only by Members of the Anne Arundel County Real Estate Board, Inc.

THIS AGREEMENT, made this 6th day of September 1955, by and between The Estate of Leslie M. Thompson

of the first part, hereinafter called SELLER, and Alexander D. Livingston of 3208 Beverly Road Baltimore 14, Maryland

of the second part, hereinafter called BUYER

Witnesseth: that the said Seller hereby bargain and sell unto the said Buyer, and the Buyer do hereby purchase from the Seller — subject to any covenants and restrictions of record, easements and public utilities agreements of record (if any) and to possessory rights of tenant thereof (if any), the following described property situate and lying in Anne Arundel County, State of Maryland:

Located in the third district of Anne Arundel County, Maryland, being all of lot No. 22 Section J of Manhattan Beach, in fee. Improved by one story frame dwelling and frame garage. Included in the sale is the gas range.

Title reference J. H. H. 540, Folio 578.

This sale is contingent upon the ratification of the Circuit Court of Anne Arundel County.

At and for the price of Thirteen Thousand ($13,000.00) ---------- Dollars, of which One Thousand ($1,000.00) ---------- Dollars have been paid prior to the signing hereof, and the balance of said purchase money is to be paid as follows:

Balance to be paid in cash on or before 90 days from date.

Also included in this sale are all permanent fixtures attached to said premises and kitchen cabinets, electric light fixtures, T V aerial, screens, screen doors, electric pump, shrubbery.

Re-filed 2 Dec., 1955

AND upon payment as above of the unpaid purchase money, a Deed for the property shall be executed by the Seller at the Buyer's expense, which shall convey the property by a good and merchantable title to the Buyer, free of all encumbrances except as specified herein, otherwise the aforesaid deposit money shall be refunded and this contract shall become null and void.

Rent, ground rent, insurance, taxes, water rent and all other public dues and charges shall be adjusted as of date of settlement. Cost of Federal and State deed stamps is to be equally divided between the Buyer and Seller.

Time is of the essence of this Agreement, and if the terms hereof are not complied with by the Buyer, the above deposit shall be forfeited. Henry M. Bachman T/A and Butler and Neale, Inc.

The Seller agrees to pay to J. BROOKS MELLOR, 5 % Commission Realtor, the Broker's Commission in accordance with the Rules of the Anne Arundel County Real Estate Board, Inc., said commission being due and payable upon the signing of this contract; and it is agreed that the entire deposit herein above referred to shall be held by the Broker until settlement is made.

This Contract contains the final and entire agreement between the parties hereto, and neither they nor their agents shall be bound by any terms, conditions or representations not herein written.

WITNESS the hands and seals of the parties hereto,

[signature] ..... Alexander D. Livingston (SEAL)
BUYER'S SIGNATURE

..... (SEAL)

No. 11,446 Eq. ..... Nora T. Cloney (SEAL)
SELLER'S SIGNATURE

Nora T. Cloney et al vs. ..... Margaret C. Weiss (SEAL)
~~Alexander D. Livingston~~

Albert T. Thompson, et al

23 Filed: 7 Oct. 1955 EXAMINER'S EXH. 2. E. Klawans, Examiner

FEE-SIMPLE DEED—CODE—City or Coun 40

LIBER 540 PAGE 57 LIBER 96 PAGE 204

This Deed, Made this 14th day of September

in the year one thousand nine hundred and forty-nine - - , by and between HILDA MAY SMITH, widow, -

of Anne Arundel County, - - - - - - - - in the State of Maryland, of the first part, and LESLIE M. THOMPSON and MARY C. THOMPSON, his wife, of Anne Arundel County, in the State of Maryland, - of the second part.

Witnesseth, that in consideration of the sum of Five Dollars ($5.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said HILDA MAY SMITH, widow, -

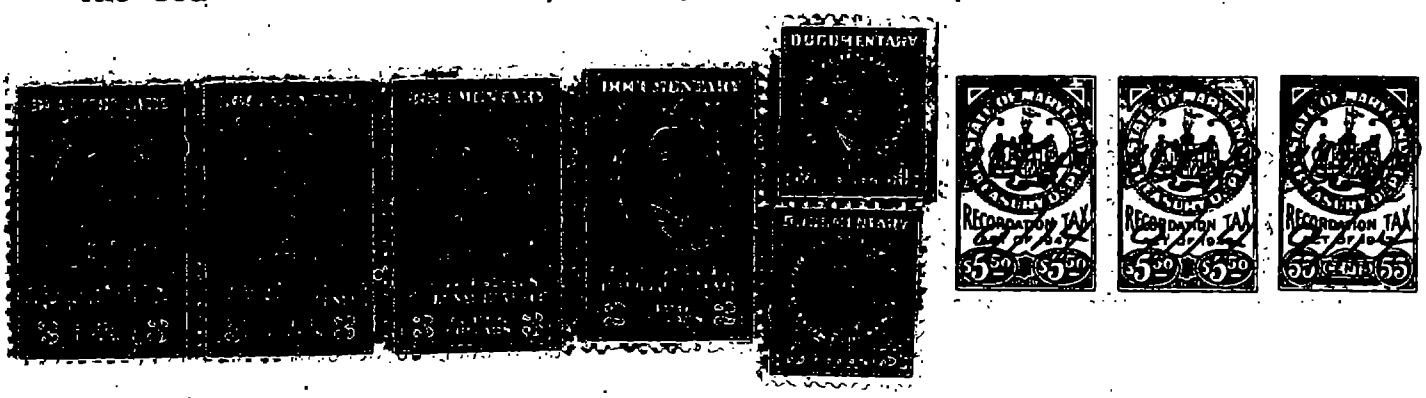
do th grant and convey unto the said LESLIE M. THOMPSON and MARY C. THOMPSON, his wife, as tenants by the entireties, their assigns, and unto the survivor of them, his or her -

heirs and assigns, in fee simple, all that lot - - - - - - - of ground, situate, lying and being in Anne Arundel County, State of Maryland, aforesaid, and described as follows, that is to say:—

~~Beginning for the~~

BEING Lot No. 22 in Block "J" as shown on a plat of Manhattan Beach, filed among the Plat Records of Anne Arundel County with a Deed from THE UPPER ASHBURTON REALTY COMPANY, INC. to "THE CLAN INCORPORATED" dated February 25, 1920.

BEING the same lot of ground which by Deed dated September 27, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 382, folio 441, was granted and conveyed by JOHN B. MELLOR and GERTRUDE MELLOR, his wife, to W. HARRY SMITH and HILDA MAY SMITH, his wife; the said W. HARRY SMITH having died on or about the 8th day of July - - - 1947, title to said property became vested solely in the said HILDA MAY SMITH, widow, the within Grantor.



11,446 Eq
Cloney et al
vs.
Thompson

Examiner's Exh. A

Mr. Clerk: Please file E/Clavans
Re-filed 2 Dec. 1955 Exhibit

Filed: 18 Oct. 1955

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

To Have and To Hold the said lot 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 LESLIE M. THOMPSON and MARY C. THOMPSON, his wife, as tenants by the entireties, their assigns, and unto the survivor of them, his or her - heirs and assigns, in fee simple.

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

Witness the hand and seal of said grantor

TEST:

[illegible signature]

Hilda May Smith (SEAL)
HILDA MAY SMITH

(SEAL)

STATE OF MARYLAND, City of Baltimore, to wit:

I HEREBY CERTIFY, That on this [illegible] day of September in the year one thousand nine hundred and forty-nine - - - - - , before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County - - - - - ~~aforesaid~~, personally appeared HILDA MAY SMITH, widow, the above named Grantor, satisfactorily proven to be the person whose name is subscribed to the within instrument, - ~~the above named grantor~~, and she acknowledged the foregoing Deed to be her act and deed and that she executed the same for the purposes therein contained.

As Witness my hand and Notarial Seal.

[signature]
Notary Public.

My commission expires May 7, 1951.

Recorded- 3rd October, 1949, at 11:35 A.M.

LIBER 96 PAGE 206

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Deed is a true copy, per photostat, as recorded in Liber J.H.H. No. 540, folio 578, 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 18th day of October, 1955.

George T. Cromwell, Clerk

George T. Cromwell

25¢

LIBER 96 PAGE 207

NORA T. CLONEY, et al
Complainants

vs

ALBERT TEFFT THOMPSON (Infant)

and

LEWIS H. WEISS, EXECUTOR of the
Estate of Leslie M. Thompson (deceased)

: IN THE CIRCUIT COURT

: FOR

: ANNE ARUNDEL COUNTY, MARYLAND

No. 11,446 EQUITY

: :

STIPULATION

We the undersigned, Lewis H. Weiss, Executor and John H. Hopkins IV, Guardian ad litem for infant hereby consent to the sale of the property mentioned in these proceedings.

Lewis H. Weiss, Executor of the
Estate of Leslie M. Thompson (dcd)

John H. Hopkins IV, Guardian ad litem
of Albert Tefft Thompson II (infant)

LEWIS H. WEISS
ATTORNEY
4704 DELAWARE STREET
BERWYN
COLLEGE PK, MD.

Filed: 24 Oct. 1955
Re-filed 2 Dec., 1955.

26.

NORA T. CLONEY, et al Complainants	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	
	*	ANNE ARUNDEL COUNTY
ALBERT TEFFT THOMPSON (Infant) and	*	
LEWIS H. WEISS, Executor of the Estate of Leslie M. Thompson (deceased) Defendants	*	NO. 11,446 EQUITY

* * * * * * * *

ORDER OF SALE OF REAL ESTATE

This cause standing ready for hearing and being submitted was by the Court read and considered and it appearing that the life tenants, NORA T. CLONEY and MARGARET C. WEISS and JOHN H. HOPKINS, IV, Guardian ad litem appointed by the Court for ALBERT TEFFT THOMPSON II (Infant) and LEWIS H. WEISS, Executor of the Estateof Leslie M. Thompson (deceased) all the parties in interest consent to the sale of the real estate involved herein, it is thereupon this 26th day of October, 1955, by the Circuit Court for Anne Arundel County, in Equity,

ADJUDGED, ORDERED and DECREED, that the real estate mentioned in these proceedings and belonging to NORA T. CLONEY and MARGARET C. WEISS, life tenants with the remainder to ALBERT TEFFT THOMPSON II (Infant) under a Last Will and Testament of the late LESLIE M. THOMPSON (deceased) be sold for the highest price obtainable at private or at public sale and said sale reported to this Court together with the terms of sale for ratification by this Court and the said Guardian ad litem and the Executor of the Estate of Leslie M. Thompson (deceased) shall hold the moneys so received from the sale subject to the Order of the Court as to division of the proceeds as the Court may find proper.

Benjamin Nicholson
Judge

Filed: 26 Oct. 1955

27

LIBER 96 PAGE 209

NORA T. CLONEY, et al Complainants	:	IN THE CIRCUIT COURT
vs	:	F O R
ALBERT TEFFT THOMPSON (Infant) et al Defendants	:	ANNE ARUNDEL COUNTY, MARYLAND No. 11,446 - EQUITY

R E P O R T O F S A L E

TO THE HONORABLE, THE JUDGES OF SAID COURT, Sitting in Equity:

The report of the sale by Lewis H. Weiss, Executor of the Estate of Leslie M. Thompson (deceased) under date of the 6th day of September, 1955 will be respectfully shown as follows:

Upon request by all the parties who were entitled to take the real estate mentioned in these proceedings, a sale was made to one Alexander D. Livingston of 3208 Beverly Road, Baltimore, 14, Maryland, as will more fully be shown by reference to the contract exhibit on file in this case abd which this Executor prays be read together with this report. The purchase price was $13000.00 and the deposit paid on the signing of the aforesaid contract was $1000.00 . The balance to be paid within 90 days with a further stipulation that the sale is made subject to the ratification by this Court.

That the sale was made through the combined efforts of Butler and Neale of Baltimore and Henry M. Bachman, trading as J. Brooks Mellor of Severna Park, Maryland and carries the usual 5% brokers commission.

All of the parties in interest verily believe that the price to be paid was the highest obtainable and that the sale is for the best interests of the infant herein, Albert Tefft Thompson II and through this Executor reccomend that the same be finally ratified and confirmed by this Honorable Court.

WHEREUPON, the Petitioner herein prays:

1. Order Nisi be published

2. Proceedings be referred to the Auditor of the Court

3. That the Court by appropriate order or decree determine or evaluate the proper divisions of the net proceeds for the parties in interest under the Will as aforesaid.

4. And for such other relief as the Court may deem necessary under the circumstances.

As in duty bound, etc.

Lewis H. Weiss

Lewis H. Weiss, Executor of the
Estate of Leslie M. Thompson (deceased)

LEWIS H. WEISS
ATTORNEY
4704 DELAWARE STREET
BERWYN
COLLEGE PK. MD.

28

Filed: 28 Oct. 1955

Nora T. Cloney et al vs Albert Tefft Thompson II

A F F I D A V I T

STATE OF MARYLAND,
PRINCE GEORGE'S COUNTY, SS:

I HEREBY CERTIFY, a Notary Public in and for the State and County aforesaid that Lewis H. Weiss, Executor, whose signature appears above, appeared before me on this the ___day of October, 1955 and made oath in due form of law and declared that the facts and matters stated in his REPORT OF SALE are true to the best of his knowledge and belief.

WITNESS my hand and notarial seal on this the 27th day of October, 1955

A. Maude Phillips
Notary Public

My Commission expires:
5-6-57

LEWIS H. WEISS
ATTORNEY
4704 DELAWARE STREET
BERWYN
COLLEGE PK, MD.

LIBER 96 PAGE 211

ORDER NISI

NORA T. CLONEY, et al

Complainants

versus

ALBERT TEFFT THOMPSON (1nfant) et al

Defendants

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,446 Equity

Ordered, this 28th day of October, 1955, That the sale of the Property in these proceedings mentioned made and reported by Lewis H. Weiss, Executor of the Estate of Leslie M. ~~Trustees~~ Thompson (deceased)

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 5th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of December next.

The report states that the amount of sales ~~xxxx~~ was $13,000.00.

George T. Cromwell Clerk.

True Copy.

Filed: 28 Oct. 1955

TEST: Clerk.

(Final Order)

NORA T. CLONEY, et al

Complainants

versus

ALBERT TEFFT THOMPSON (1nfant) et al

Defendants

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

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

30

NORA T. CLONEY, et al, * IN THE CIRCUIT COURT

* FOR

vs. *

* ANNE ARUNDEL COUNTY

ALBERT TEFFT THOMPSON, et al * NO. 11,446 EQUITY

* * * * * * * * * *

PETITION AND ORDER OF COURT THEREON

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Petitioners, Nora T. Cloney and Margaret C. Weiss, respectfully represent:

1. That in their Bill of Complaint heretofore filed in this cause, they inadvertently stated in Paragraph No. 5 thereof that this suit is brought under Section 60 of Article 16 of the Code of Laws of the State of Maryland, whereas this suit should have been brought under Section 264 of Article 16 of said Code of Laws.

2. That it is necessary to correct the aforesaid error to enable this Court to have jurisdiction to decree a sale of the property mentioned therein.

3. That this Court signed an Order forsale of said property on October 26, 1955, and thereafter there was filed a report of sale and Order Nisi thereon.

4. That your Petitioners are advised that it is necessary in order to transfer a good and merchantable title to the purchaser of said property that this Court render a decree for said sale and appoint a trustee or trustees to make sale after qualifying by posting a surety bond for the faithful performance of his or their duties as trustee.

WHEREFORE, your Petitioners pray this Honorable Court

1. To issue an order correcting Paragraph No. 5 of said Bill of Complaint nunc pro tunc as follows: "That this Cause is brought under Section 264 of Article 16 and other provisions pertaining thereto in the Code of Laws of the State of Maryland.

2. To issue an order to render null and void the Order of Sale dated October 26, 1955, the report of sale made by Lewis H. Weiss, Executor of the Estate of Leslie H. Thompson, deceased, and the Order Nisi issued thereon.

Filed 2 Dec, 1955.

31

AND AS IN DUTY BOUND, ETC.

Nora T. Cloney

Nora T. Cloney

Margaret C. Weiss

Margaret C. Weiss

PETITIONERS

The Defendants, Albert Tefft Thompson, by John H. Hopkins, IV, Guardian Ad Litem, and Lewis H. Weiss, Executor of the Estate of Leslie M. Thompson, deceased, having read and considered the aforegoing Petition, hereby consent to the issuance of the Order of Court as prayed in said Bill.

Albert Tefft Thompson, by John H. Hopkins, IV, Guardian Ad Litem

Lewis H. Weiss

Lewis H. Weiss, Executor of the Estate of Leslie M. Thompson, deceased

Filed 2 Dec., 1955.

* *

ORDER OF COURT

The foregoing Petition having been read and considered, it is thereupon this 2nd day of December, 1955, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that Paragraph No. 5 of the Bill of Complaint heretofore filed in this cause be, and it is hereby, corrected, nunc pro tunc, as follows: "That this Cause is brought under Section 264 of Article 16 and other provisions pertaining thereto in the Code of Laws of the State of Maryland": and it is hereby FURTHER ORDERED that the Order of Sale in this Cause, dated October 26, 1955, the Report of Sale filed thereon and the Order Nisi on the Report of Sale be, and they are hereby, declared null and void.

And it is hereby FURTHER ORDERED that the Petitioners be, and they are hereby, authorized to refile the testimony, exhibits, answer of guardian ad litem and other pleadings now filed in this cause.

Benjamin Michaelson

Judge

Filed 2 Dec., 1955.

32

NORA T. CLONEY, et al	*	IN THE CIRCUIT COURT
Complainants	*	FOR
vs.	*	
ALBERT TEFFT THOMPSON (infant) and LEWIS H. WEISS, Executor of the Estate of Leslie M. Thompson, Deceased	*	ANNE ARUNDEL COUNTY
	*	NO. 11,446 Equity
Defendants	*	

* * * * * * * * *

DECREE

This cause standing ready for hearing and being submitted the Bill, Answer and 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 real estate mentioned in this proceeding cannot be divided in kind among the parties in interest without loss or injury to that interest, 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 Alexander D. Livingston for the real estate 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 5th day of December, 1955, by the Circuit Court for Anne Arundel County, in Equity,

ADJUDGED, ORDERED AND DECREED that the real estate described in this proceeding be sold at public or private sale and that Lewis H. Weiss and John H. Hopkins, IV, 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 them with a surety or sureties to be approved by the Clerk of this Court, in the penalty of Thirteen Thousand Dollars ($13,000.00) conditioned for the faithful performance of the trust reposed in them by this Decree, or which may be reposed, in them by any future Order or Decree in the premises.

2. That they shall proceed to make a private sale to Alexander D.

Filed 5 Dec., 1955

33

Livingston of the property described in this proceeding for cash, in accordance with the Contract of Sale dated September 6, 1955, a copy of which is filed in this proceeding, and in the event said sale cannot be made then said Trustees shall proceed to make a public sale, having first given at least three weeks notice by inserting in some newspaper published in Anne Arundel County or such other notice as they may think proper, of the time, place, manner and terms of sale, which terms shall be: a deposit of ten percent (10%) of the purchase price to be paid at the time of sale with balance to be paid upon final ratification of the sale by this Court, or all cash at time of sale at the option of the purchaser. Deferred payment to bear interest at the rate of six percent (6%) per annum from day of sale. Taxes and other charges to be adjusted to date of sale.

3. And as soon as may be convenient after such sale, the Trustees shall return to this Court the full and particular account of the same with an affidavit of the truth thereof. Upon ratification of the sale by this Court and on the payment of the whole purchase money and not before, the said Trustees by good and sufficient deed to be executed and acknowledged according to Law, shall convey to the purchaser of said property to them sold free, clear and discharged of all claims of the parties to this case, and of any persons claiming by, from or under them or any of them.

4. And the Trustees shall bring into this Court the money arising from such sale to be disposed of under the direction of this Court, after deducting therefrom the costs of this suit and such 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 their trust.

Benjamin Michaelson
Judge

34

G 22056

LIBER 96 PAGE 216

No. 11,446 Equity

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICES: NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Lewis H. Weiss and John H. Hopkins, IV of Anne Arundel County, State of Maryland, as Principal s , 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 Thirteen Thousand Dollars ($13,000.00) 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 7th day of December , 1955 .

WHEREAS, by Decree of the Circuit Court for Anne Arundel County in a cause entitled "Nora T. Cloney, et al, vs Albert Tefft Thompson, et al", No. 11,446 Equity dated December 5th, 1955 were appointed Trustees to make sale of the property described in said proceedings, and the said Lewis H. Weiss and John H. Hopkins, IV, are about to execute said power and make sale of the property described in said proceedings,

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said property, or to the proceeds thereof, then the obligation set forth above shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

WITNESS:

Margaret B. Hendrix, as to all

Lewis H. Weiss (SEAL)

John H. Hopkins, IV (SEAL)

PRINCIPALS

GLOBE INDEMNITY COMPANY, a body corporate

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

Surety

Approved this 7 Dec., 1955.
George T. Cromwell, Clerk.

35

Filed 7 Dec., 1955.

NORA T. CLONEY, ET AL	*	IN THE CIRCUIT COURT
	*	FOR
VS.	*	ANNE ARUNDEL COUNTY
ALBERT TEFFT THOMPSON, ET AL.	*	NO. 11,446 EQUITY

* * * * * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Lewis H. Weiss and John H. Hopkins, IV, Trustees, respectfully shows:

Whereas, by a certain Decree of this Honorable Court dated December 5th, 1955, and passed in the above entitled cause, the said Lewis H. Weiss and John H. Hopkins, IV, Trustees, were authorized to sell the property described in said proceedings; and whereas, the said Lewis H. Weiss and John H. Hopkins, IV, Trustees, in pursuance of the power and authority vested in them by said Decree, having given bond as security for the faithful performance of their trust, and having complied with all the other prerequisites mentioned in said Decree, did by virtue of the power of sale contained in said Decree proceed to sell said property at a private sale to Alexander D. Livingston and Edna M. Livingston, his wife, for the sum of Thirteen Thousand Dollars ($13,000.00) in accordance with the terms as stated in a contract of sale dated September 6, 1955, a copy of which is filed with this proceeding, and the said Purchasers have complied with the terms of said sale as set forth in said contract.

The property sold being described as Lot No. 22 in Section J of Mahhattan Beach in the Third Election District of Anne Arundel County, Maryland.

Respectfully submitted,

Lewis H. Weiss

Lewis H. Weiss

John H. Hopkins, IV

John H. Hopkins, IV

TRUSTEES

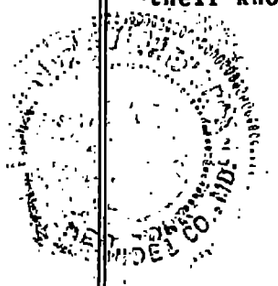
36

Filed: 12 Dec 1955

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 7th day of December, 1955, before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Lewis H. Weiss and John H. Hopkins, IV, Trustees, and they each made oath in due form of law that the matters and things set forth in the foregoing Report of Sale are true to the best of their knowledge and belief.

WITNESS my hand and Notarial Seal.



Margaret B. Hendrix, Notary Public

LIBER 96 PAGE 219

ORDER NISI

NORA T. CLONEY, ET AL

versus

ALBERT TEFFT THOMPSON, ET AL

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,446 Equity

Ordered, this 12th day of December, 1955. That the sale of the real estate in these proceedings mentioned made and reported by Lewis H. Weiss and John H. Hopkins, IV, Trustees,

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 $13,000.00.

George J. Cromwell Clerk.

True Copy,

Filed: 12 Dec. 1955

TEST: Clerk.

(Final Order)

NORA T. CLONEY, ET AL

versus

ALBERT TEFFT THOMPSON, ET AL

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 17th day of January, 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 JAN 17 1956

35

LIBER 96 PAGE 220 OFFICE OF

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
NO. 11,446 EQUITY

NORA T. CLONEY, et al,
Complainants,
versus
ALBERT TEFFT THOMPSON (Infant), et al,
Defendants.

Ordered, this 28th day of October, 1955, That the sale of the Property in these proceedings mentioned made and reported by Lewis H. Weiss, Executor of the Estate of Leslie M. Thompson (deceased) BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 5th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of December next.

The report states that the amount of sale was $13,000.00.

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

n-24

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 26, 1955

We hereby certify, that the annexed

Order Nisi Eq. 11,446

Nora T. Cloney

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 5th day of December, 1955. The first insertion being made the 3rd day of November, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

No. M.G. 1180

By H. Tilghman

39

Filed JAN 16 1956

LIBER 96 PAGE 221 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. 11,446, EQUITY
NORA T. CLONEY, et al.,
versus
ALBERT TEFFT THOMPSON, et al.

Ordered, this 12th day of December, 1955, That the sale of the real estate in these proceedings mentioned made and reported by Lewis H. Weiss and John H. Hopkins, IV, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary therof 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 $13,000.00.

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

1-5

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 13, 1956

We hereby certify, that the annexed

Order Nisi - Anne. Co. 11441

Nora T. Cloney, et al

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 16th day of January, 1956. The first insertion being made the 15th day of December, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By Morris Tate

No. M.G. 5026

Filed JAN 16 1956

LIBER 96 PAGE 222

In the Case of

Nora T. Cloney
and
Margaret C. Weiss
vs.
Albert Tefft Thompson,
infant, et al

In the

Circuit Court

For

Anne Arundel County

No. 11,446 Equity

To the Honorable, the Judges of said Court:

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

March 8, 1956

All of which is respectfully submitted.

Laura K. Fahlsing
Auditor.

All of which is respectfully submitted.

41

Filed MAR 9 1956

Auditor.

Dr. in ac.

Nora T. Cloney and Margaret C. Weiss vs. Albert Tefft Thompson, infant, et al

To Trustees for Commissions, viz:	420 00	420 00
To Trustees for Court costs, viz:		
Appearance fees waived		
Clerk of Court - Court costs	74 00	
George L. Byerly - Sheriff's costs	1 90	
John H. Hopkins, IV - Guardian ad litem	4 00	
Emanuel Klawans - Examiner's fee	10 00	
Katharine H. McCutchan - Stenographer's fee	10 00	
Auditor - stating this account	45 00	
		144 90
To Trustees for Expenses, viz:		
Capital-Gazette Press - first order nisi on sale	8 00	
Capital-Gazette Press - second order nisi on sale	8 00	
Capital-Gazette Press - order nisi (acct)	6 00	
Globe Indemnity Co. - bond premium	52 00	
Butler & Neale - brokers' commission	650 00	
Edward N. C. Bradley - appraisal and testimony	5 00	
William H. Riley - appraisal and testimoney	5 00	
Clerk of Court - certified copy of deed	2 25	
One-half Federal documentary stamps	7 15	
One-half State documentary stamps	7 15	
A. Maude Phillips - notary fee	50	
Margaret B. Hendrix - notary fee	1 00	752 05
To Trustees for Taxes, viz:		
1956 Stateand County taxes ($108.00)- 18 days	5 40	5 40
To Trustees for Maintenance of Real Estate, viz:		
Iodorite Sanitation Service - services to 10/31/55	25 50	
Erman O. Dill - repairs to pump and heating system	56 80	
		82 30

BALANCE FOR DISTRIBUTION - $11,595.35			
Distributed to the legatees of Albert Tefft Thompson, in accordance with the Order of Court dated 3/1/56, viz:			
(1) To Nora T. Cloney - value of her life estate	$3,673.13		
LESS 7½% collateral inheritance tax	275.48	3,397 65	
(2) To Margaret C. Weiss - value of her life estate	$4,101.35		
LESS 7½% collateral inheritance tax	307.60	3,793 75	
(3) To Union Trust Company of Maryland, Guardian of Albert Tefft Thompson - value of his remainder interest	$3,820.87		
LESS 1% direct inheritance tax	38.21	3,782 66	
T. H. Stanley Clark, Register of Wills - total inheritance taxes as above		621 29	11,595 35
			13,000 00

with Lewis H. Weiss and John H. Hopkins, IV, Trustees Cr.

1956				
Jan.	18	Proceeds of Sale (Contract dated 12/7/55)	13,000 00	13,000 00
				13,000 00

LIBER 96 PAGE 226

ORDER NISI

Nora T. Cloney
and
Margaret C. Weiss

VERSUS

Albert Tefft Thompson, infant,
et al

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 11,446 Equity.

ORDERED, This 9 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 16 day of April next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16 day of April next.

George T. Cromwell, Clerk.

Filed MAR 9 1956

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 17th day of April, 1956, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin MacLeod
Judge

Filed April 17 1956 PM 3.35

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,446 Equity

NORA T. CLONEY and MARGARET C. WEISS

Vs.

ALBERT TEFFT THOMPSON, Infant, et al.

Ordered, this 9th 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 16th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of April next.

GEORGE T. CROMWELL, Clerk.

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

m-29

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. 11,446
Auditor Account
Albert Tefft Thompson, infant et al

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 16th day of April, 1956. The first insertion being made the 15th day of March, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M.G. 3465

FILED
1956 APR 17 AM 9:39

LIBER 96 PAGE 227

CLARA C. BROWN Allentown, Pennsylvania	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
JOHN R. NELSON Odenton Anne Arundel County, Md.	*	In Equity
	*	No. 11,005

* * * * *

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Bill of Complaint of Clara C. Brown, Plaintiff, respectfully shows unto your Honor as follows:

1. That your Plaintiff, who is a widow and now sixty-seven years of age, is a resident of Allentown, in the State of Pennsylvania, while the Defendant, John R. Nelson, is a resident of the State of Maryland, and regularly engaged in business in Odenton, in Anne Arundel County.

2. That she became acquainted with the Defendant in the year 1950 while he was employed as a salesman of cemetery lots for the Highland Park Cemetery, in Allentown, Pennsylvania, when he solicited her to purchase some cemetery lots, and as a result of his arts of persuasion, he succeeded in inducing her to buy a substantial number of cemetery lots, as a speculative investment, which has proved of dubious, or little, value, and this was the beginning of her financial ruin by the said Defendant.

3. That later in the year 1950 the Defendant departed from Allentown, Pennsylvania, and removed his activities to Washington, in the District of Columbia, and to Baltimore, in the State of Maryland. However, in the last part of 1950 or in the very early part of 1951, he reappeared at the home of the Plaintiff for the express purpose of inducing her to invest money in a Delaware corporation, which was incorporated on July 11, 1949,

Filed 8 May, 1954

and in which he said he was substantially interested, known as the "Calon Corporation", with its purported principal place of business at 417 Union Trust Building, Washington, D. C.

4. That the Defendant represented to the Plaintiff that this Corporation held valuable patent rights on certain electrical advertising and/neon display signs which would be in tremendous demand by ~~chain store~~ interests and ~~large mills, etc.~~, and in the manufacture and distribution of this equipment a great deal of money would be made by this Corporation; that the said corporation was then in business and a going concern and that it had plants where this equipment was being manufactured and that it had orders for its products and its business was expanding; that its prospects were exceedingly good and that it had a large issue of stock, which was held by the four directors and himself, and which was represented to her as stock that had been paid for.

5. That in reliance upon the truth and verity of the representations and statements thus made by the said Defendant, and reaffirmed by him from time to time as he sought and obtained further sums from her as hereinafter set forth, she proceeded to deliver to him during the year of 1951, the sums recited below, totalling $20,600.00.

SCHEDULE A

Date	Amount
January 10, 1951	$ 3200.00
January 25, 1951	5000.00
February 9, 1951	5000.00
May 18, 1951	3000.00
June 22, 1951	2500.00
July 12, 1951	500.00
August 10, 1951	750.00
October 11, 1951	650.00
Total	$20,600.00

6. That in the early part of 1952, the Defendant sought and obtained from her, on the basis of the aforesaid representations and statement, two further sums, which are listed below.

SCHEDULE B

Date	Amount
January 18, 1952	$ 1326.50
March 13, 1952	1000.00
Total	$ 2326.50

7. That the Plaintiff never received any stock of the Calon Corporation, nor did she know how many shares of stock she was supposed to receive for the money she thus delivered to the Defendant, and when she protested to the Defendant that she had nothing to show for the money he had thus procured from her, he delivered to her 8500 shares of the Calon Corporation, which appeared in his name, with the statement that if he doubted her, she could hold all the stock in his name and that would make her feel better, and that is how she happens to have 8500 shares of the Calon Corporation in her possession.

8. That in April or the early part of May, 1952, the Defendant called upon the Plaintiff and after telling her a reassuring tale about the success of the Calon Corporation, informed her of a new venture of his, called the Rolyn Corporation, which now appears to have been incorporated in the State of Delaware on April 22, 1952, with the Defendant, as President and Treasurer; his wife, Evelyn Nelson, as Vice-President and Secretary; and one, Edward George Bender, as Assistant Secretary and Assistant Treasurer, all of whom were directors, with the purport-

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ed principal place of business, outside of Delaware, at 418 Union Trust Building, Washington, D. C., which was the same address of the Calon Corporation.

9. That the Defendant proceeded to tell the Plaintiff that this Corporation proposed to engage in the manufacture of concrete blocks in the Baltimpre-Washington area and that she should invest in that enterprise and that she would be an equal partner with him, and from time to time, as he procured further moneys from her, he repeated, time and time again, that the company was then engaged in the aforesaid business and that she was an equal partner with him.

10. That the Plaintiff, having implicit faith in the representations and statements so convincingly communicated to her, delivered to him the following sums, under Schedule C, and the following securities, listed under Schedule D:

SCHEDULE C

Date	Amount
June 10, 1952	$ 4000.00
October 23, 1952	342.17
December 3, 1952	350.00
February 16, 1953	2000.00
November 17, 1953	5000.00
January 8, 1954	2741.50
Total	$ 14,433.67

SCHEDULE D

Shares	Company	Purchase price	
40	Raytheon	38-3/4	$ 1550.00
60	"	37-3/4	2265.00
100	Oxford Paper (Com)	15 3/8	1537.50
300	Air Products	5-7/8	1762.50

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SCHEDULE D (continued)

Shares	Company	Purchase price	
500	United Science Fd.	6.35	$ 3175.00
200	Gen'l Com/Mch.	2-1/2	500.00
100	Shepard Niles	18-7/8	1887.50
100	Jos. Bancroft	50-19-5/8	981.25
		50-18-1/2	925.00
200	Cent. Elec. Gas	10-1/2	2100.00
100	Std. Rwy. Eq.	16-1/8	1612.50
209	Rep. Inv. Fund	2.86	572.00
100	Mountain Fuel	$23.	2300.00
200	Strauss Duparque	19-3/8	1937.50
100	Warren Bros.	27-1/2	2750.00
100	Arundel Corp.	31	3100.00
100	Am. Metal Prod.	20	2000.00
70	Emerson Drug	20-1/2	1435.00
100	Botany Mills	16-7/8	1687.50
100	Republic Steel	43-7/8	4418.64
200	Moore Drop Forging	13-5/8)	4087.50
100	" " "	)	
100	Read Standard	29-3/8	2937.50

11. That the aforementioned securities were delivered to the Defendant for purposes of sale, and to be invested in the business of the Rolyn Corporation, but the Defendant, though Plaintiff has been informed that he sold said securities, has never accounted to the Plaintiff for the proceeds thereof.

12. That when the Defendant, in pursuance of his fraudulent and wicked design and plan to strip the Plaintiff of her resources, had exhausted her cash and her securities, he then brazenly and callously prevailed upon and induced her to borrow, first, the sum of $5000.00 on November 17, 1953, and then, the sum of $2741.50, on January 8, 1954, from the Merchant's National Bank of Allentown (Penna), which were secured by liens upon her home, thereby completing his conquest of the Plaintiff's property so that, in her old age, she is, in all respects, a pauper. Furthermore, he secured these sums and some of the money previously obtained by him by representing to her that the Company needed the money badly and that the Rolyn Company would fold up unless she produced the money.

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13. That the Plaintiff has just discovered that Harold E. Slanker and Eva J. Slanker, his wife, by Deed dated March 18, 1953 and recorded among the Land Records of Anne Arundel County, in Liber 744, folio 57 etc., conveyed five acres of land, in Odenton, Anne Arundel County, to John R. Nelson, individually, in fee simple, a certified copy of said Deed being filed herewith, as a part hereof, and marked "Plaintiff's Exhibit No. 1", and that said lot of ground is improved by structure or structures, with necessary equipment, to manufacture concrete blocks, and the documentary stamps affixed to said Deed indicate a purchase price of approximately $9500.00, but it is apparent that a great deal of money has been expended on the development of the property since the aforesaid conveyance. However, the examination of the Land Records of Anne Arundel County discloses that the Defendant, on or about April 29, 1954, borrowed the sum of $15,000.00 from the Enterprise Federal Savings and Loan Association of Annapolis, Maryland, and secured said loan by executing a mortgage to the said Association on the aforesaid property.

14. That the Plaintiff has also just discovered that the Defendant, on March 13, 1953, organized a corporation under the laws of the State of Maryland, known as the "Atlas Concrete Products Co." which conducts its business on Waterview Avenue, at the Baltimore & Ohio Railroad Company's tracks, in Westport, Baltimore City, and the Plaintff alleges and avers that said Company is actually owned by the Defendant, but asserts that the money which the Defendant used for the purchase of stock or other indicia of ownership of said Company was derived from the Plaintiff, as above set forth, and by said false and fraudulent representations and statements, upon which she thoroughly relied, to her great injury.

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15. That the Defendant, as the Plaintiff has just discovered upon consulting counsel, in pursuance of his deliberate and subtle design to cover his nefarious depredations upon the property of the Plaintiff, delivered various confess judgment notes to her with the statement that they were intended merely to show how much money he had received from her in the event of his prior death and the Plaintiff had no other idea about the legal effect of such documents, nor was she enlightened by the Defendant, and she apprehends that the Defendant will assert that these alleged notes were exhhanged bona fide for the money he fraudulently obtained from her, though said notes were delivered to her at times other than when he received from her the various sums and securities, as aforesaid, and hence, they correspond neither in time nor in amounts with the actual occurrences. In fact, the Defendant knew only too well that the purported notes which he executed were absolutely worthless.

16. That, so far as the Plaintiff has been able to find out, the Calon Corporation has never actually done any business, and neither has the so-called Rolyn Corporation engaged in business, and the Plaintiff alleges and avers that the representations and statements of the Defendant with respect to each of these corporations were false, fraudulent and untrue and made for the purpose of inducing her to part with her money, as aforesaid, which she did in reliance upon their truth.

17. That the Plaintiff is gravely apprehensive that the Defendant will unhesitatingly dispose of or encumber the aforementioned real estate and the equipment contained therein and his shares of stock or other evidences of ownership of the Atlas Concrete Products Co. unless he is enjoined and restrained from doing so while these proceedings are pending.

18. That it is also imperative that a receiver should be appointed to take charge of the property and the business conducted by the Defendant in Odenton, Anne Arundel County, as aforesaid, and to take possession of the stock or other evidences of ownership of the said Defendant in the Atlas Concrete Products Co. and to conduct the latter business.

TO THE END THEREFORE:

1. That the said Defendant may be required to account to the Plaintiff for the moneys received from the Plaintiff by him.

2. That a decree in personam may be entered by this Court against the Defendant in favor of the Plaintiff forthe moneys due her.

3. That the Defendant may account specifically for the proceeds derived by him from the sale of the securities mentioned in said Bill of Complaint or other securities he may have received from her.

4. That the Defendant may be required to discover the sums of money received by him and specifically the proceeds from the sales of the securities he received from her.

5. That the Defendant may be required to account for the sum of $15,000.00 received by him on the mortgage to the Enterprise Federal Savings and Loan Association of Annapolis, Maryland.

6. That the property and the equipment contained therein, and the business conducted by the Defendant in Odenton, Anne Arundel County, may be decreed to be subject to the lien of the Plaintiff's claim.

7. That the stock or other evidences of ownership of the Defendant in the Atlas Concrete Products Co. may be declared

to be subject to the lien of the Plaintiff's claim.

8. That the Defendant may be restrained and enjoined from encumbering or otherwise disposing of the real property and the equipment contained therein, and the business conducted by him in Odenton, Anne Arundel County, Maryland.

9. That the Defendant may be restrained and enjoined from encumbering or otherwise disposing of the stock or other evidences of his ownership in the Atlas Concrete Products Co.

10. That a receiver may be appointed to take charge of the aforementioned real property and the equipment contained therein and the business conducted by the Defendant in Odenton, Anne Arundel County.

11. That a receiver may be appointed to take charge and possession of the stock or other evidences of ownership of the Defendant in the Atlas Concrete Products Co. and to conduct said business.

12. That the Defendant may be required to answer this Bill of Complaint under oath.

13. That the Plaintiff may have such other and further relief as her case may require.

AND AS, etc.

Clara C. Brown
Plaintiff

Emanuel Klawans

Joseph Loeffler

Amy M. Coleman Esq.
Solicitors for Plaintiff

STATE OF PENNSYLVANIA, NORTHAMPTON COUNTY, to wit:

I HEREBY CERTIFY, that on this 6th day of ~~April~~ May, 1954, before me, the subscriber, a Notary Public of the State of Pennsylvania, in and for Northampton County, personally appeared Clara C. Brown and she made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint are true to the best of her information, knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Emma Elizabeth Lobach
Notary Public

My Commission expires February 2, 1957.

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

Upon the aforegoing bill of complaint and affidavit, it is this 10th day of May, 1954, by the Circuit Court for Anne Arundel County, sitting in Equity, ~~adjudged~~, ordered, ~~and decreed~~, as follows:-

1. That John R. Nelson be and he is hereby restrained until further order of this Court from disposing of or in anywise encumbering the real estate in Anne Arundel County, Maryland, that was conveyed to him by deed from Harold E. Slanker et al dated March 16, 1953 recorded among the land records of said County in liber J.H.H. 744 folio 57, and any equipment, articles and things owned by him and contained in said premises or used in connection with the business being operated thereon including trucks, and any and all assets of the business being operated thereon that are owned by said defendant, and all shares of stock or other rights of defendant in Atlas Concrete Products Company; with leave to move at any time to rescind this Order.

2. That John R. Nelson show cause within 15 days after a copy of the bill of complaint and of this Order Of Court are served upon him, why receivers ought not be appointed to take charge of said real and personal property in Anne Arundel County, and of the business of defendant being operated on said premises, and of defendant's stock or other evidences of ownership in Atlas Concrete Products Company; and that he show cause within said time why he should not be required to account for all moneys he received from plaintiff, and all proceeds he received from sale of her securities, and for $15,000.00 he received from mortgaging said realty to Enterprise Federal Savings and Loan Association.

3. And it is further ordered that defendant answer the bill of complaint, and show cause in response to this Order, under oath, within 15 days from the date of service of a copy of this order on him.

Benjamin Michaelson Judge

INT. REV. STAMPS $10.45 - MD. STATE STAMPS $10.45

THIS DEED, made this 16 day of March, 1953, by and between Harold E. Slanker and Evva J. Slanker, his wife, of Glen Burnie, Maryland, parties of the first part and John R. Nelson, of Baltimore, Maryland, party of the second part.

WITNESSETH, that for and in consideration of the sum of $100.00 the receipt of which is hereby acknowledged, the said parties of the first part have granted, bargained and sold, and by these presents do hereby grant, bargain, sell and convey unto the said party of the second part all of the right, title and interest of the said parties of the first part in and to all that lot or parcel of ground situate, lying and being in the Fourth Election District of Anne Arundel County, Maryland, and particularly described as follows: BEGINNING for the same at a pipe set in the center of the County Road forming the Southeastern boundary of the conveyance from Nicholas M. Disney and wife to Isaac Silver by deed dated and recorded among the land records of Anne Arundel County in Liber G.W. No. 17, Folio 74, etc., dated March 28, 1900, and is, with meridian now and hereinafter referred to a deed from Sarah Silver, et al., to the Philadelphia, Baltimore and Washington Railroad Company, recorded in W.N.W. 10, Folio 40, etc., South 76° 11' East 100.0 feet from the center line of the P.B. and W. R.R. as referred to in said deed; then, binding on the lines of said conveyance and paralleling the said center line and with the fifth line of said conveyance, reversed, North 13° 49' East 523.0 feet to a pipe set south 76° 11' East 100.00 feet from said former center line; thence with the fourth line reversed North 76° 11' West 10.0 feet to the end of the third line of said conveyance; thence, with said line reversed and paralleling said center line as referred to in said Deed North 13° 49' East 477.0 feet to a pipe; thence leaving said line and running across the whole tract South 60° 56' East 449.1 feet to the center of the County Road hereinbefore referred to at a point distant South 60° 56' East 19.8 feet from a pipe on the northwest side of said road; thence binding on the center line of said road the following six courses and distances; South

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42° 40' West 132.5 feet; South 38° 19' West 158.4 feet; South 32° 21' West 175.15 feet; South 31° 22' West 173.0 feet; South 49° 18' West 141.6 feet; and South 44° 09' West 203.35 feet to the beginning. Containing 5.0 acres more or less, according to a survey and plat by Edward Hall, Jr., County Surveyor, in March 1947.

BEING part of the conveyance to Isaac Silver hereinbefore referred to. Being also the same property which was conveyed to the Century Dunbrik-Dunstone Corporation by George C. Conliffe and Willie Mae Conliffe, his wife, and Edward S. Jarrett and Catherine Jarrett, his wife, by deed dated May 6, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 406, Folio 264.

AND BEING all of the property conveyed from A.H. Graham, Sole Acting Trustee, to said Reconstruction Finance Corporation by deed dated August 25, 1952 and recorded among the Land Records of Anne Arundel County on August 26, 1952 in Liber J.H.H. No. 703, Folio 359.

AND BEING all of the property conveyed from the Reconstruction Finance Corporation to Harold E. Slanker and Evva J. Slanker, his wife, by deed dated September 9, 1952 and recorded among the Land Records of Anne Arundel County on October 20, 1952 in Liber J.H.H. No. 714, Folio 473.

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

THE ABOVE PROPERTY is conveyed in gross and not by the acre, subject to and together with all interest under existing easements and agreements for public roads and highways, for public utilities, for railroads and for pipelines, and to all other matters and things of record.

All uranium, thorium and all other materials determined pursuant to Section 5 (b) (1) of the Atomic Energy Act of 1946 (60 Stat. 761) to be peculiarly essential to the production of fissionable material, contained, in whatever concentration, in deposits in the lands covered bythis instrument are hereby reserved for the use of the United States,

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together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine, and remove the same, making just compensation for any damage or injury occasioned thereby. However, such land may be used, and any rights otherwise acquired by this disposition may be exercised, as if no reservation of such materials had been made; except that when such use results in the extraction of any such material from the land in quantities which may not be transferred or delivered without a license under the Atomic Energy Act of 1946, as it now exists or may hereafter be amended, such material shall be the property of the United States Atomic Energy Commission and the Commission may require delivery of such material to it by any possessor thereof after such material has been separated as such from the ores in which it was contained. If the Commission requires the delivery of such materials to it, it shall pay to the person mining or extracting the same, or to such other person as the Commission determines to be entitled thereto, such sums, including profits, as the Commission deems fair and reasonable for the discovery, mining, development, production, extraction, and other services performed with respect to such material prior to such delivery, but such payment shall not include any amount on account of the value of such material before removal from its place of deposit in nature. If the Commission does not require delivery of such material to it, the reservation hereby made shall be of no further force or effect.

TO HAVE AND TO HOLD the above granted property, with all and singular the appurtenances thereto, unto the said party of the second part, his heirs and assigns forever, to the extent and only to the extent of all of the right, title and interest of the parties of the first part.

AND the said parties of the first part covenant that they will warrant specially the property hereby granted and conveyed.

IN WITNESS WHEREOF the said parties of the first part have set their hands on the day and year first hereinabove written.

Witness as to both signatures

/s/ V. Larkin Dicus
V. Larkin Dicus

/s/ Harold E. Slanker (SEAL)
Harold E. Slanker

/s/ John W. Slater, Jr.
John W. Slater, Jr.

/s/ Evva J. Slanker (SEAL)
Evva J. Slanker

STATE OF MARYLAND)
) ss
COUNTY OF ANNE ARUNDEL)

I, V. Larkin Dicus, a Notary Public in and for the State and County aforesaid hereby certify that Harold E. Slanker and Evva J. Slanker, his wife, who are personally well known to me as the grantors in, and the persons who executed the aforegoing and annexed deed, dated the 16 day of March, 1953, personally appeared before me in the said State and County and acknowledged the said deed to be their act and deed.

WITNESS my hand and notarial seal this 16 day of March, 1953.

(NOTARIAL SEAL)

/s/ V. Larkin Dicus
V. Larkin Dicus
Notary Public

Recorded 18th March, 1953, at 11:40 A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I HEREBY CERTIFY, That the aforegoing Deed was truly taken and copied from Liber J.H.H. No. 744 Folio 57 one of the Land Record Books for Anne Arundel County,

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 30th day of April, 1954.

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

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LIBER 96 PAGE 242

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

CLARA BROWN,	:	
Plaintiff,	:	
vs.	:	EQUITY NO. 11005
JOHN R. NELSON,	:	
Defendant.	:	

ANSWER TO BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Comes now John R. Nelson, Defendant, and for answer to the Bill of Complaint exhibited herein against him, respectfully says:

1. The Defendant admits the allegations contained in paragraph one (1) of the complaint.

2. Answering paragraph two (2) of the complaint, Defendant admits he became acquainted with Plaintiff during 1950; he admits his employment by Highland Park Cemetery, Allentown, Pennsylvania; he admits he solicited Plaintiff to purchase cemetery lots and avers that Plaintiff purchased a number of lots from the Highland Park Cemetery but not from Defendant personally.

Further answering paragraph two (2), Defendant avers that Plaintiff had purchased a number of said cemetery lots prior to his solicitation and was well acquainted with the value thereof; that the purchases of lots made by Plaintiff were as a speculative investment; that Defendant denies any improper influences on Plaintiff as implied by said paragraph two (2) of the complaint.

3. Answering paragraph three (3) of the complaint, Defendant admits his removal from Allentown to Washington and Baltimore but avers that the removal was during the Fall of 1951 and not 1950 as alleged; Defendant denies that he ever approached or induced or suggested to Plaintiff that she invest in Calon Corporation or any other corporation in which he was interested; Defendant admits the principal place of business of Calon Corporation was 417 Union Trust Building, Washington, D. C.

LAW OFFICES
KILEY AND NILES
8616 GEORGIA AVENUE
SILVER SPRING, MD.
JUNIPER 8-9664

Filed 1 June, 1954.

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Further answering paragraph three (3) of the complaint, Defendant states that he advised Plaintiff he was interested in Calon Corporation and that he intended investing in said corporation, but Plaintiff was never invited or persuaded to invest in Calon Corporation by Defendant; that Defendant believes and believing avers that at the time he originally mentioned Calon to Plaintiff he, Defendant, intended investigating Calon but had not yet purchased any stock of the corporation.

4. Answering paragraph four (4) of the complaint, Defendant avers that Calon Corporation had and still has valuable patent rights on certain electrical advertising and display mechanisms which were in great demand as alleged; that the potential of the corporation was almost unlimited; that the corporation was then in business and was a going concern; that the corporation had a plant at Cameron, West Virginia; that it did have orders for its product; that it did issue stock, part of which was held by Defendant and that Defendant's stock was paid for.

Further answering paragraph four (4), Defendant avers that the statements in paragraph four of the complaint are true and Defendant avers that these disclosures were not made to Plaintiff to induce her investment in the corporation as Plaintiff was never invited to purchase stock or otherwise invest in the corporation.

5. Answering paragraph five (5) of the complaint, Defendant admits that Plaintiff advanced to him from time to time sums of money in the approximate total as alleged in Schedule A, and avers that when the sums were advanced he gave to Plaintiff his personal note or notes on which he has paid interest during the interim and on which he intends to pay interest until said notes mature; that to the present time Plaintiff has not made demand on Defendant for any payments other than interest and that the demands so made have been met; that the last said demand was made and met on April 26, 1954.

Further answering paragraph five (5), Defendant avers that the advances were made to him by Plaintiff; that the advances were not made for investment in Calon Corporation or any other corporation or venture but were made on the personal standing of Defendant and not on any representation made to Plaintiff by Defendant in relation to any particular venture.

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6. Answering paragraph six (6) of the complaint, Defendant admits the advance of the sums mentioned therein and avers that the note in the sum of $1,326.50 contains prepayment of interest and again avers that the sums were advanced by Plaintiff to the Defendant personally and not on the basis or strength of any statement or representation in connection with any investment in Calon Corporation; that Plaintiff did not inquire concerning Defendant's investments.

7. Answering paragraph seven (7) of the complaint, Defendant avers that Plaintiff was not to receive any stock in Calon at the time the shares therein were purchased by Defendant and the money was not advanced by Plaintiff to Defendant to purchase stock therein; Plaintiff never once protested to Defendant concerning her lack of security; ultimately Defendant gave, as security to Plaintiff, 17,500 shares of Calon stock but not because of any protest made by her and the amount given was 17,500 shares and not 8,500 shares as alleged.

8. Answering paragraph eight (8) of the complaint, Defendant admits his enthusiasm concerning the potential of Calon Corporation but there was no reason for Defendant to be reassuring to Plaintiff about Calon; Defendant admits the incorporation of Rolyn Corporation and admits the address of Rolyn Corporation at 418 Union Trust Building, Washington, D. C.; admits the personnel of the corporation as alleged but denies that Rolyn had the same address as Calon Corporation in the Union Trust Building, Washington, D. C.

9. Answering paragraph nine (9) of the complaint, Defendant emphatically denies that he told Plaintiff or anyone else that Rolyn Corporation was set up for the purpose of manufacturing concrete blocks; Plaintiff was never invited to invest in Rolyn; he denies that he told Plaintiff that she would be an equal partner in Rolyn or any other enterprise and repeats that Rolyn was never incorporated for the purpose of the manufacture of concrete blocks and that Rolyn has always been inactive as a corporation.

10. Answering paragraph ten (10) of the complaint, Defendant admits the receipt of the funds mentioned in Schedule C, or approximately the sum mentioned and again denies that the sums were advanced on the basis of any

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representations made by Defendant to Plaintiff in connection with any of the ventures in which Defendant was interested; that the securities listed in Schedule D of the complaint were delivered to Defendant by Plaintiff and represented bad investments by Plaintiff or investments on which she was receiving little or no return; that Defendant delivered to Plaintiff his note for Plaintiff's total purchase price so that the venture would not be represented as a loss to Plaintiff; that Defendant has paid interest on said note apparently to the satisfaction of Plaintiff; that up to the dates mentioned in said paragraph Plaintiff has not made demand on Defendant for any of the moneys advanced at this time or any other time.

11. Answering paragraph eleven (11) of the complaint, Defendant admits the sale of the securities mentioned in Schedule D but denies that same were delivered to him to be sold and the proceeds invested in Rolyn Corporation; that Defendant did account to Plaintiff for the securities sold and the accounting was made so that Plaintiff might properly reflect the transaction in her income tax return for 1953; that the report and accounting so made by Defendant indicated his net receipts from the sale of the securities.

12. Answering paragraph twelve (12) of the complaint, Defendant admits that Plaintiff borrowed from her bank a total sum of $8,000.00 and advanced to Defendant the sum mentioned in said paragraph, $7,741.50; that Plaintiff has Defendant's note for $8,000.00 on which he pays interest; Defendant denies any fraudulent or wicked design and plan in his dealings with Plaintiff and emphatically denies that he told Plaintiff money was needed for Rolyn Corporation and again avers that Rolyn Corporation is and was inactive and has never engaged in any enterprise and certainly not the manufacture of concrete blocks.

13. Answering paragraph thirteen (13) of the complaint, Defendant admits the allegations contained therein.

14. Answering paragraph fourteen (14) of the complaint, Defendant admits ownership of stock in Atlas Concrete Products as alleged, which conducts business at the address as alleged and denies that the stock therein owned by Defendant was purchased from money advanced by Plaintiff.

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SILVER SPRING, MD.
JUNIPER 8-9664

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Further answering paragraph fourteen (14) attention is invited to the allegations of Plaintiff wherein she has advanced moneys from time to time to Defendant and that Defendant has invested the moneys so advanced in Calon Corporation and Rolyn Corporation and now Plaintiff seeks to have the money also apportioned to the concrete block plant at Odenton and the Atlas Concrete Products Co., in Baltimore; Defendant avers that with the information contained in paragraph 13 and paragraph 14 of the complaint, Plaintiff has never yet made demand on him for the payment of anything other than interest on the notes given her as same accrues.

15. Answering paragraph fifteen (15) of the complaint, Defendant admits the delivery of promissory notes to the Plaintiff and denies that the said notes covered anything other than the personal transactions between the parties hereto; Defendant denies that plaintiff did not know the legal effect of the notes as she is a business woman of long standing and integrity; Defendant admits the notes were exchanged for the moneys Plaintiff advanced and admits that the dates on the notes may be different than the dates on which the money was advanced and admits that the amounts advanced may differ from the notes and Defendant emphatically denies that the notes delivered by him to the Plaintiff are worthless.

Further answering paragraph fifteen (15) Defendant avers that the procedure outlined in paragraph 15 of the complaint was always followed by the parties hereto since the first money was advanced by Plaintiff to the Defendant; that said notes were accepted by Plaintiff; that interest was paid on them by Defendant and accepted by Plaintiff; that the dates on the notes may differ from the date of advance of money for the reason that several of the small notes were consolidated by the parties into one note; that the amounts may differ concerning the amount of the note and the amount of the advance but attention is invited to the fact that an inspection of the notes and the advances will disclose that the amounts of the notes are the larger; that this situation is brought about by the fact that when notes were consolidated the interest due at the time of consolidation, or part thereof, was included in the new note and, as stated in answer to paragraph 6 of the complaint, prepayment of interest was included in some of the notes; Defendant

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JUNIPER 6-9664

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again avers that Plaintiff has never expressed concern to Defendant in connection with their transactions and Defendant denies fraud or fraudulent intent in his dealings with the Plaintiff.

16. Answering paragraph sixteen (16) of the complaint, Defendant avers that Calon Corporation has done business and admits that Rolyn Corporation has never done any business and avers that he never made any representations to Plaintiff concerning either corporation as hereinabove alleged on behalf of Plaintiff; that the statements or conversation had with Plaintiff concerning Calon Corporation were true and Defendant denies any fraud, false and untrue statements to Plaintiff in connection with any of their dealings.

17. Answering paragraph seventeen (17) of the complaint, Defendant avers that there is no basis for Plaintiff to be apprehensive that he will dispose of or encumber his plants and equipment other than to the extent of which Plaintiff is now fully advised and alleges that Atlas Concrete Products Co. is not involved herein as none of the proceeds of Plaintiff's moneys have been invested in Atlas.

18. Answering paragraph eighteen (18) of the complaint, Defendant avers that no purpose will be served in the appointment of a receiver for the plant at Odenton, Anne Arundel County, Maryland.

Further answering paragraph eighteen (18) of the complaint, Defendant avers that Plaintiff's petition for the appointment of a receiver for the Odenton plant is premature in that the bulk of the money advanced to Defendant by Plaintiff and evidenced by his promissory notes, is not yet due and payable and that Defendant is of the opinion that said notes will be curtailed on or before the due date thereof.

Further answering Plaintiff's complaint, Defendant avers that between December 1950 and July 10, 1952, he borrowed divers sums of money from Plaintiff and issued to Plaintiff his several promissory notes and on which interest was paid to the apparent satisfaction of Plaintiff and which were secured to Plaintiff by the delivery to her by Defendant of the deeds of seventy (70) burial lots in Highland Park Cemetery and a total of 17,500 shares of Calon Corporation stock; these notes were consolidated on July 10, 1952 into a single note, bearing 6% interest and which matures five (5) years

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from date, and on which interest has been paid to the payment of interest due during June, 1953; that Plaintiff has never made demand on Defendant for the interest due. Subsequent to July 10, 1952 Defendant borrowed further sums from Plaintiff, for which he issued to Plaintiff his promissory notes and which were accepted by Plaintiff; that of the subsequent notes only one small one has matured and for which no demand has been made; that all of the other notes were for terms of four and five years and none of these have matured; that it was agreed between the Plaintiff and Defendant that the interest could and would be adjusted between them when the Defendant's investments began paying off.

Regarding the collateral which has been established by Defendant with the Plaintiff, he has delivered to Plaintiff and Plaintiff accepted the deeds to 70 burial lots of four grave sites each and as of July 1, 1950 the prices of said lots varied from $145.00 to $345.00 each per lot. The Calon Corporation stock delivered to Plaintiff by Defendant cost Defendant $17,500.00 in cash and services. At the time of the delivery of the Calon stock to Plaintiff, Calon was a going corporation but due to Calon's inability to obtain steel Calon suspended operations. Thereafter Calon began negotiating with a firm in New Jersey to produce its product under contract but Defendant has not yet been advised of the results of the negotiations. Defendant presently has a ten year contract, entered into with Calon on March 31, 1952, giving him the exclusive sales representation of the product in continental United States and for which Defendant still maintains his office at 418 Union Trust Building, Washington, D. C.

Rolyn Corporation was incorporated by Defendant for the sole purpose of sales contract of the Defendant with Calon. However, before Rolyn could become active Calon had suspended operations as aforesaid. Rolyn Corporation was not incorporated for the purpose of engaging in the manufacture of concrete blocks as alleged in Plaintiff's complaint.

Periodically during the period December 1950 to January 1954, Plaintiff insisted on being in a position to show a profit and in other instances insisted on prepayment of interest and for these purposes, Defendant issued to Plaintiff what he terms "bonus" notes and for which he received no money from

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Plaintiff; that one such note is in the sum of $3,658.60 and is dated October 30, 1952, and matures in five years from date; another such bonus note was given to Plaintiff at the time of the above mentioned consolidation in the sum of $10,000.00 but which bears no interest; Defendant believes and avers that the total amount of said bonus notes given to Plaintiff approximates in excess of $20,000.00 and this came about by the demand of the Plaintiff for extra bonus on all but some of the relatively small notes and the larger proportion of the said $20,000.00 appears in interest bearing notes.

When Defendant removed to Washington, D. C. and Baltimore, he advised Plaintiff of his plans and has remained in close touch with Plaintiff, and Plaintiff has been kept fully aware of Defendant's whereabouts so that, in conformity with the agreement reached between the parties, Plaintiff could reach Defendant easily in the event an emergency arose by which she needed money; one such emergency arose on April 26, 1954, at which time Plaintiff requested of and received from Defendant the sum of $500.00.

That contrary to the allegations contained in Plaintiff's complaint, the Atlas Concrete Products Co. was obtained by Defendant with funds advanced to him for that purpose by his wife and son; that Defendant owns only one-fifth of the stock of Atlas; that he has loaned money to Atlas which is represented by Atlas' note to him; Defendant at no time made any representations to Plaintiff concerning Atlas or any of his ventures with the following exception. Defendant had a conversation with Plaintiff wherein he suggested that Rolyn Corporation could be used for the purposes of the concrete block business at Odenton, Maryland, if the charter could be amended properly, and at which time Plaintiff would surrender to Defendant the aforesaid bonus notes in return for the stock issue aforesaid; this arrangement Plaintiff refused preferring to go along on the basis of the notes as aforesaid.

In connection with the property at Odenton, Maryland, Defendant admits the transaction concerning same as alleged; he admits he has borrowed on the premises and property; he admits he has improved the premises, and admits that the transfer of the property was taken by him in his own name and that same appears of record; that the Odenton property is equipped for the manufacture of concrete bricks and it is from this property that Defendant looks for the

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funds to curtail the notes in Plaintiff's possession during the next two or three years as they mature.

WHEREFORE, having fully answered, Defendant prays:

1. That Plaintiff's complaint be dismissed as premature.

2. That the Order of this Court, dated May 10, 1954, be vacated.

JOHN R. NELSON

KILEY & NILES
Attorneys for Defendant

By Ambrose Kiley

A. Ward Niles

Samuel M. Ivrey

Samuel M. Ivrey - 114 Gloucester St.
Annapolis, Md.

STATE OF MARYLAND)
) ss:
COUNTY OF Montgomery)

I HEREBY CERTIFY that on this 31st day of May, 1954 before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JOHN R. NELSON and made oath in due form of law that the matters and things set forth in the foregoing Answer are true to the best of his knowledge and belief.

Ruth B. Sanger
Notary Public

RUTH B. SANGER

My commission expires:

May 2, 1955

I hereby certify that on this 1st day of June, 1954, I personally handed a copy of the aforegoing Answer, ~~postage prepaid~~, to Emanuel Klawans, Esq., Joseph Loeffler, Esq., and Irving W. Coleman, Esq., attorneys for the Plaintiff, at Annapolis, Maryland.

A. Ward Niles
for Kiley & Niles, Attorneys for the Defendant.

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CLARA BROWN, Plaintiff, vs. JOHN R. NELSON, Defendant. : No. 11,005 Equity : In The Circuit Court : For : Anne Arundel County.

PETITION

To The Honorable, The Judges of said Court:

The petition of Irving W. Coleman, respectfully shows:-

1. That he is one of the solicitors of record for Clara Brown, who filed the bill of complaint in the above case, in which she alleges that the defendant defrauded her of money and property aggregating $72,000 and that he owns property at Odenton, Anne Arundel County, Maryland which he acquired with the funds he fraudulently obtained from her, and praying that this and other property be subjected to repaying her.

2. That after the bill of complaint was filed, meetings occurred between the parties and their solicitors, at which the defendant admitted that he has received at least $72,000 of her money and properties, and that he acquired the property at Odenton with the funds he obtained from her. He agreed to voluntarily do what she sought in her bill of complaint and what might be decreed thereunder by this Court; and he and his wife executed a deed conveying the property at Odenton to the petitioner, Irving W. Coleman, in trust to sell the same and apply the net proceeds toward repaying what he had obtained from her. The deed of trust is dated July 22, 1954, was recorded among the land records of Anne Arundel County in liber J.H.H. 849 folio 36 on July 23, 1954, and is filed herewith as exhibit "A".

3. That the parties made a simultaneous written agreement filed herewith as exhibit "B", in which receipt of said deed is acknowledged, and it was agreed that no sale be made thereunder until expiration of thirty days to allow defendant to produce a purchaser at a price satisfactory to Clara Brown, and it was further agreed that the net proceeds of sale thereunder shall apply in reduction of his debt to her which he acknowledges therein to be $72,000.The said thirty days are now expired, and the defendant has never produced any proposed purchaser.

25 Filed 27 Nov, 1954.

4. That as appears in the agreement filed herewith as exhibit "B", the defendant also transferred the following other property:- (1) The promissory note of Atlas Concrete Products Company to defendant's order for $7,540.00, secured by a pledge of 500 shares of its stock. This Company immediately defaulted on the note and went out of business, leaving no assets, without having made any payments to plaintiff or her attorneys. (2) Defendant pledged his 17,500 shares of stock of Calon Corporation, as security for payment of what he owes to plaintiff. This corporation does not actually engage in business, and has no assets, and the stock has no value. (3) Defendant delivered a deed to seventy cemetery lots in Pennsylvania, the maximum possible value of which is $3,000.00 . The defendant also undertook in said agreement to make stated payments to Enterprise Federal Savings and Loan Association, and to Dunn Mfg. Co., upon existing encumbrances of the property conveyed in the deed of trust, but has never made any part of said payments.

5. That since the execution of the deed of trust and agreement, defendant has become a fugitive from criminal proceedings pending against him in the State of Pennsylvania because of the matters stated in the bill of complaint, and his whereabouts are not known.

6. That the property conveyed to the petitioner by the deed of trust is subject to a mortgage to Enterprise Federal Savings and Loan Association dated April 28, 1954 and recorded on the next day among the land records of this County in liber J.H.H. 827 folio 553, securing an original debt of $15,000, on which $14,424.98 is now owed; and is also subject to a lease agreement with Dunn Mfg. Co. under which $4,722 is owed in order to obtain title to the equipment described in the deed of trust. To preserve the trust property from being lost under said encumbrances, it has been necessary for the petitioner to personally pay $290 per month to Enterprise Federal Savings and Loan Association which payments became due August 1, 1954, September 1, 1954, October 1, 1954, and November 1, 1954, aggregating $1,160, and he will be obliged to continue making said payment out of his own funds each month until the property is sold, which payments he made and will make in expectation of being subrogated and reimbursed out of the proceeds of sale of the property.

7. That after said deed of trust was recorded, Harold E. Slanker obtained judgment by confession against John R. Nelson and Evelyn Nelson, his wife, for $4,669.37 plus costs, in No. 5631 Law in this Court, upon their promissory note. The record of said case is incorporated herein by reference. The judgment was entered August 21, 1954. It was not entered in accordance with the authority contained in the

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note. It constitutes a cloud upon the petitioner's title.

TO THE END THEREFORE: (1) That this Court assume jurisdiction over the trust.

(2) That the petitioner be authorized and directed to make a sale of the property, and to bring the proceeds into this Court for distribution.

(3) That the petitioner be subrogated and reimbursed out of the proceeds of sale for payments made and to be made by him upon said mortgage debt to Enterprise Federal Savings and Loan Association.

(4) That Harold E. Slanker be made a party to this proceeding, and his rights under said judgment in and to the property mentioned in the deed of trust, and in and to its proceeds of sale, be determined by this Court.

(5) That the proceeds of sale be distributed under direction of this Court.

(6) And for such other and further relief as the nature of the case may require.

AND AS IN DUTY BOUND, ETC.

Irving W. Coleman Petitioner
Irving W. Coleman

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF NORTHAMPTON SCT:

I HEREBY CERTIFY, that on this 26th day of November, 1954, before the subscriber, a notary public of the Commonwealth of Pennsylvania in and for the County aforesaid, personally appeared Irving W. Coleman, and he made oath in due form of law that the matters and facts set forth in the aforegoing petition are true and bonafide as therein stated, to the best of his information, knowledge, and belief. Witness my hand and notarial seal.

Emma Elizabeth Potak Notary Public
My Commission Expires: February 2, 1957.

State of Pennsylvania,
County of Northampton, } ss.

I, **CHARLES R. STEINMETZ**, Prothonotary of said County and Clerk of the Court of Common Pleas, in and for said County, do hereby certify, that said Court is a Court of Record. That EMMA ELIZABETH POTAK whose name is subscribed to the certificate or proof of acknowledgment of the annexed instrument, was at the time of taking the same a NOTARY PUBLIC in and for said County and a resident of said County, duly commissioned and sworn, and qualified to act as such; that as such NOTARY PUBLIC she was at the time of taking such acknowledgment duly authorized by the laws of the State of Pennsylvania, to take such acknowledgments and proofs of deeds or conveyances for lands, tenements or hereditaments in the State of Pennsylvania, that I am well acquainted with the handwriting of said NOTARY PUBLIC and verily believe that her signature to the same is genuine. No impression of Notary Public seal is requested by laws of this State to be filed in my office.

That her commission is dated February 2, 1953, and will expire February 2, 1957.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said office at Easton, this 26th day of November A. D. 1954.

Charles R. Steinmetz Prothonotary
Per Sylvia Reps

Form 28 B 1M 7-54 NPCo.

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ORDER OF COURT

Upon the aforegoing petition, it is this 27th day of November, 1954, by the Circuit Court for Anne Arundel County, sitting in Equity, adjudged, ordered, and decreed:-

(1) That this Court does hereby assume jurisdiction over the trust created by the deed of trust filed with the petition.

(2) That a subpoena be issued to Harold E. Slanker, whose address is No. 107 Baltimore-Annapolis Boulevard N.E., Glenburnie, Maryland, together with a copy of the petition and of this order.

(3) That Harold E. Slanker show cause within five days after the subpoena and a copy of the petition and of this order have been served upon him, why the property conveyed by said deed of trust ought not be sold and the proceeds brought into this Court for distribution, and why Irving W. Coleman, Trustee, ought not be reimbursed out of any surplus proceeds of sale over the amounts owed under mortgage to Enterprise Federal Savings and Loan Association and to Dunn Mfg. Co. for payments made by him on account of said mortgage to Enterprise Federal Savings and Loan Association, and why any remaining proceeds of sale ought not be distributed to Clara Brown.

(4) That John R. Nelson show cause within five days after a copy of this petition and of this order are served by mail upon his solicitors of record in this case, why the property conveyed by said deed of trust ought not be sold.

Benjamin Michelson Judge

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LIBER 96 PAGE 255

LIBER 849 PAGE 36

No changes required E. Clowes

THIS DEED, made this 22nd day of July, in the year one thousand nine hundred and fifty-four, by and between JOHN R. NELSON and EVELYN NELSON, his wife, of the City of Baltimore, in the State of Maryland, of the first part; and IRVING W. COLEMAN (1820 Main Street, Northampton, Pennsylvania), Trustee for Clara C. Brown, of Allentown, in the State of Pennsylvania, party of the second part.

WITNESSETH, that for and in consideration of the sum of Five Dollars ($5.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the said John R. Nelson and Evelyn Nelson, his wife, have granted, bargained and sold and by these presents do hereby grant, bargain, sell, convey and transfer unto the said Irving W. Coleman, Trustee as aforesaid, in fee simple all that lot or parcel of ground situate, lying and being in the Fourth Election District of Anne Arundel County, in the State of Maryland, and more particularly described in a Deed dated March 16, 1953 from Harold E. Slanker and Evva J. Slanker, his wife, to John R. Nelson, Grantor, said deed being recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 744, folio 57. Containing 5 acres, more or less, according to a survey and plat by Edward Hall, Jr., County Surveyor, in March, 1947; and also including and embracing the following chattels and fixtures now contained in said premises and constituting a part thereof:

No. 15 Commercial Dunbrik Plant including: 1 Dunbrik Commercial Line Production Machine, Serial No. CDB37, No. 461 with Roller Bearing Synchronized Packer Head, Automatic Pallet Feeder and Friction Cluth Pulley. Completely assembled, ready for operation; Attachments and accessories. 5000 Dunbrik Dunstone steel Pallets (3 brick type); 1 Nema type 3 H.P. Ball Bearing Motor, 1725 R.P.M. 60 circle (cycle), 3 phase 220 volt (for brick machine); 4 V-Belt Transmission, Belt Guard, Starting and Feeder Switches, and mounting in brick machine; 1 Dunn Shovel Type 16 cubic feet Mixer (chilled bottom, interlined sides) Ground Floor

Exhibit "A" with petition. Filed 27 Nov, 1954.

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Controls, Friction Clutch Pulley, Automatic Conveyor Hoist with Cable, Power Windlass, Water measuring Device and two way Chute; 1 Nema Type 5 H.P. Ball Bearing Motor, 1200 R.P.M. 60 cycle; 3 phase 220 volt (for mixer) 6 V-Belt Mixer Transmission with 6 groove motor sheave; 1 three Wheeled Lift Jack - 10 inch Ball Bearing Wheels, with Pin Coupling; 20 Dunbrik All-steel transport trucks complete with decks, equipped with 10" cushioned Rubber Tired Ball Bearing Wheels for Lift Jack operation; Maintenance parts and extra repair equipment included for the above; 1 Boiler with Automatic Control Equipment, together with all heating and drying equipment; 1 Hydro-Korpak Block Machine, equipped to make nominal 8x8x16", 3-core block, in full and fractional sizes, including electrical equipment (Model HK49#74); 1 Attachment for 4x8x16" to make regular and solid block; 1 Attachment for 12x8x16" to make regular block; 1 concrete CRT Block Machine; 1 BX Concrete Block Mach Att; 6 BRLP Bags Cement Bloc Comp Dry; including any and all other chattels, fixtures and equipment of any nature in and on said premises which are not hereinbefore specifically described.

Being the same property, with the exception of the fixtures, chattels and equipment hereinbefore set forth, that was conveyed to John R. Nelson by the aforesaid Deed; subject, however, to the legal operation and effect of a mortgage dated April 28, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 827, folio 553 from John R. Nelson and Evelyn Nelson, his wife to the Enterprise Federal Savings and Loan Association, on which there is a balance due as of June 1, 1954 of $14,568.93.

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

The above property is conveyed in gross and not by the acre, subject to and together with all interest under existing easements and agreements for public roads and highways, for public utilities, for railroads and for pipelines, and to all other matters and things of record.

TO HAVE AND TO HOLD the above granted property, with all and singular the appurtenances thereto, unto the said Irving W. Coleman, his successors and assigns, in fee simple, in trust for the said Clara C. Brown, to sell the same at public or private sale, in his discretion, to any persons, firms or corporations for any price, in his discretion, upon such terms as he may see fit, and upon receipt of the agreed consideration to sign, seal, acknowledge and deliver a deed conveying the said property to the purchaser or purchasers, and to apply the net proceeds on account of the debt of John R. Nelson to Clara C. Brown, without any obligation on the part of the purchaser or purchasers thereof to see to the application of the purchase money, and with power in said Trustee to receive the issues, rents and profits from said property until such sale shall be consummated.

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

WITNESS the hands and seals of said grantors.

TEST:

Regina Zanber
REGINA ZANBER

John R. Nelson (SEAL)
John R. Nelson

Evelyn Nelson (SEAL)
Evelyn Nelson

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LIBER 96 PAGE 258

LIBER 849 PAGE 39

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 22nd day of July, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared John R. Nelson and Evelyn Nelson, his wife, the above named grantors, and they acknowledged the foregoing Deed to be their act.

AS WITNESS my hand and Notarial Seal.

Regina Zander
REGINA ZANDER Notary Public

My Commission expires May 2, 1955

Recorded- 23 July, 1954, at 10:15 A.M.

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LIBER 96 PAGE 259

I hereby certify that the property named in this deed has been transferred as provided by act 1920. M.

JOSEPH H. GRISCOM, Sr., Treas.
DEED TAXES PAID TO
DEC. 2, 1954

From

JOHN R. NELSON and
EVELYN NELSON, his wife

To

IRVING W. COLEMAN,
Trustee for Clara C.
Brown

5 acres & Odenton
and
Chattels and equipment

Received for Record 23 Day
of July 1954, at 10 N 1 M
and the same day recorded in Liber
J. H. H. No. 849, Folio 36, Land
Records of Anne Arundel County.

JOHN H. HOPKINS, 3rd Clerk

LAW OFFICES
JOSEPH LOEFFLER
1019 FIDELITY BUILDING
BALTIMORE 1, MD.

FILED

THE DAILY RECORD CO., BALTIMORE 2, MD.

THIS AGREEMENT AND UNDERSTANDING, executed in duplicate this 22nd day of July, 1954 by JOHN R. NELSON, of the first part and JOSEPH LOEFFLER, Attorney for Clara C. Brown, of the second part, both of the City of Baltimore, in the State of Maryland.

WHEREAS, the said John R. Nelson and the said Clara C. Brown, by her attorneys, with her authority, have entered into the following transactions and understandings:

1. The said John R. Nelson has this day procured from the Atlas Concrete Products Co. Inc. a promissory note, with a confession of judgment sub-joined thereto, in the sum of $7540.00 payable to the said John R. Nelson which he has this day endorsed in blank and delivered to Joseph Loeffler, Attorney for Clara C. Brown.

2. That the said John R. Nelson hereby agrees to pay to the Enterprise Federal Savings and Loan Association of Annapolis, Maryland, on or before July 31, 1954, the sum of $290.00; and further agrees to pay the sum of $174.00 to W. E. Dunn Mfg. Co. of Holland, Michigan, on or before July 31, 1954, satisfactory evidence of the payments of which are to be supplied to Joseph Loeffler.

3. The said John R. Nelson has delivered to Joseph Loeffler, attorney, Certificate No. 1 issued by the Atlas Concrete Broducts Co. Inc. on April 1, 1953 to said John R. Nelson for 500 shares, as collateral security for the payment of the aforementioned note from the Atlas Concrete Products Co. Inc. payable to the said John R. Nelson and endorsed by him in blank. Said certificate is to be surrendered upon the payment of the note in full.

4. The said Joseph Loeffler acknowledges receipt of the Deed to the Odenton property which embraces 5 acres of land, together with the equipment and fixtures and improvements contained on said premises.

5. The said Joseph Loeffler, Attorney, does hereby agree that said Odenton property shall not be sold in the interest of Mrs. Clara C. Brown before the lapse of thirty days from date in order to allow the said John R. Nelson to produce a purchaser at a price satisfactory to Clara C. Brown; and upon a sale of said property the net proceeds shall apply to the debt due by John R. Nelson to the said Clara C. Brown, which he acknowledges to be in the sum of $72,000.00.

6. The said John R. Nelson has already delivered to Irving W. Coleman a deed to 70 burial lots in the Highland Memorial Park, Allentown, Pa.

7. The said John R. Nelson has delivered to Irving W. Coleman 17,500 shares of Calon Corp. stock which he has already endorsed, as collateral security for the debt due by him.

8. The proceeds of the aforesaid note shall be applied to the reduction of the debt due by John R. Nelson to the said Clara C. Brown.

Exhibit B with PETITION

Filed 27 Nov., 1954

35'

Signed the day and year first above written.

WITNESS:

Ambrose Riley

John R. Nelson (SEAL)
John R. Nelson

Joseph Loeffler (SEAL)
Joseph Loeffler, Attorney
for Clara C. Brown

Clara Brown, : No. 11, 005 Equity

Complainant, In The Circuit Court For

vs. Anne Arundel County

John R. Nelson, :

Respondent.

CERTIFICATE OF SERVICE

I certify that I mailed a copy of the petition of Irving W. Coleman, and of the Order Of Court passed thereon November 27, 1954, to Kiley and Niles, solicitors of record for John R. Nelson, addressed to them at Suite 208 Scrymgeour Building, 8616 Georgia Avenue, Silver Spring, Maryland, their proper address, properly stamped, by depositing same in the Annapolis post office on November 27, 1954 at 1.00 P.M.

Emanuel Klawans Solicitor

Emanuel Klawans

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Filed 6 Dec., 1954

LIBER 96 PAGE 263

CLARA BROWN,	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
JOHN R. NELSON	:	ANNE ARUNDEL COUNTY
Defendant	:	EQUITY NO. 11005

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

ANSWER TO PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Harold E. Slanker to the Petition of Irving W. Coleman filed against him and John R. Nelson in this Court exhibited.

Harold E. Slanker, answering, says:

1. That he has no knowledge of the allegations contained in Paragraphs 1, 2, 3, 4, 5 and 6 of the Petition filed November 27, 1954.

2. That answering Paragraph 7 of said Petition he admits that he obtained Judgment by Confession in Law No. 5631 in this Honorable Court against John R. Nelson and Evelyn Nelson for the amount of Four Thousand Six Hundred and Sixty-Nine Dollars and Thirty-Seven Cents ($4,669.37), plus costs, and an attorney's fee of Four Hundred and Sixty-Six Dollars and Ninety-Seven Cents ($466.97). Further answering Paragraph 7, he says that the said Judgment constitutes a good, legal, and proper Judgment on Note mentioned.

3. Further answering said Petition he says that the Judgment cannot be questioned in these proceedings but any question relating thereto should be by proceedings taken in the Judgment case. In any event, the money due under the said Judgment represents the balance of the purchase price of the real estate mentioned in these proceedings which was conveyed by Harold E. Slanker and Evva Slanker, his wife, by Deed dated March 18, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 744, Folio 57, etc. That on the face of the Petition and the proceedings taken theretofore herein it is apparent that the equity of Harold E. Slanker in the aforesaid real estate to the extent of the said Judgment representing the balance of the purchase price of said real estate is superior to the claim of said Plaintiff, the Note having

Filed 6 Dec., 1954

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been executed on June 1, 1953, long before any proceedings were instituted by the Plaintiff, and the said Harold E. Slanker and Evva J. Slanker who conveyed the said real estate to the Defendant, John R. Nelson, being innocent and entirely without any knowledge of the transactions between the Plaintiff and the Defendant, John R. Nelson. That in any marshaling of assets or securities to put the parties in status quo, this Honorable Court would protect the said Harold E. Slanker to the extent of his Judgment as certainly no rights that the Plaintiff has against John R. Nelson can interfere with the property rights of an innocent party, in this case Harold E. Slanker.

WHEREFORE, the said Harold E. Slanker prays for the following relief:

A. That the Judgment mentioned aforesaid be upheld as a good, proper and legal Judgment, and superior to the claim of the Plaintiff herein.

B. That in the alternative this Honorable Court decree that the said Harold E. Slanker has an equitable lien as against the real estate mentioned above to the extent of the amount of the Judgment which represents the balance of the purchase price thereon.

C. And for such other further relief as the circumstances of Harold E. Slanker may require.

And as in duty bound, etc.

Harold E. Slanker
Harold E. Slanker

James W. Blackhurst
James W. Blackhurst
Solicitor for
Harold E. Slanker

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 6th day of December, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared the above-named Harold E. Slanker and made affirmation in due form of law that the matter and facts in the aforegoing Answer are true to the best of his knowledge and belief.

Doris B. Morgan
Doris B. Morgan, Notary Public.

I hereby certify that a copy of this Answer was mailed to Emanuel Klawans, Esq., Towns-Worth Building, Annapolis, Maryland, on December 6, 1954.

James W. Blackhurst
James W. Blackhurst, Esq.
1 Central Avenue, S. W.
Glen Burnie, Maryland

LIBER 96 PAGE 265

CLARA BROWN : No. 11,005 Equity

vs. In The Circuit Court For

JOHN R. NELSON : Anne Arundel County

WAIVER OF NOTICE ETC.

To The Honorable, The Judges of said Court:

The undersigned does hereby waive notice of the taking of the testimony of Royal Wigley to the value of the property at Odenton mentioned in these proceedings, and waives being present at the taking of said testimony, and waives cross examination, and waives the provisions of the 41st Equity rule.

Samuel W. Ivrey

Samuel Ivrey, co-solicitor for John R. Nelson

The undersigned hereby waive notice of the taking of the testimony of Royal Wigley to the value of the property at Odenton mentioned in these proceedings, and waives being present at the taking of said testimony, and waives cross examination, and waives the provisions of the 41st Equity rule, and consent to a sale of the said property, proceeds to be brought into Court for distribution under its direction. They reserve leave to present further testimony and evidence as to their respective rights to receive the proceeds of sale.

James Blackhurst

James Blackhurst, solicitor for Harold Slanker eta

Emanuel Klawans

Emanuel Klawans, co-solicitor for Clara Brown

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Filed 22 Dec., 1954

LIBER 96 PAGE 266

CLARA BROWN	:	IN
	:	THE CIRCUIT COURT
vs.	:	FOR
	:	ANNE ARUNDEL COUNTY
JOHN R. NELSON	:	No. 11,005 Equity

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

TESTIMONY ON BEHALF OF PETITIONER

December 21, 1954

Present:

Mr. Emanuel Klawans, Solicitor for Petitioner.

Mr. Chipman W. Cunningham, Examiner.

Mrs. Katharine H. McCutchan, Court Stenographer.

Witness:

Royal H. Wigley, page 2.

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Filed 22 Dec., 1954

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

(Mr. Klawans)

1. What is your name?

A. Royal H. Wigley.

2. What is your address?

A. 15 School Street, Annapolis, Md.

3. Have you had any experience in appraising real estate values in Anne Arundel County?

A. I have been appraising real estate in Anne Arundel County for thirty years for the Enterprise Federal Building and Loan Association.

4. Have you examined five acres of land and improvements which were conveyed to John R. Nelson, by deed to him from Harold E. Slanker and wife, dated March 16, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. no. 744, folio 57?

A. I appraised the property for the purpose of making a loan to Mr. Nelson for the Enterprise Building and Loan.

5. State what the property consists of?

A. Approximately five acres of land in a commercial neighborhood, adjacent to a railroad.

6. Are there any improvements?

A. It has a concrete block building and office.

7. Has it any equipment?

A. Yes, some equipment for the building of blocks.

8. What, in your opinion, is the fair market value of the entire property?

A. $25,000.00.

(Mr. Cunningham)

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

Royal H. Wigley

Royal H. Wigley

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

Witness my hand and seal this 22d day of December, 1954.

Examiner (SEAL)

cwc. 12-22-54

C.W.C. $10.00

K.H.McC. $5.00

Pd 12/22/54 KHMcC

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CLARA BROWN, : No. 11,005 Equity

Complainant, In The Circuit Court

vs. For

JOHN R. NELSON, : Anne Arundel County.

Respondent.

DECREE

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

It is thereupon, this 4th day of ~~December~~ January, 1955, by the Circuit Court for Anne Arundel County, sitting in Equity, adjudged, ordered, and decreed, that the realty and personalty conveyed to Irving W. Coleman in trust by deed from John R. Nelson et al dated July 22, 1954 recorded among the land records of Anne Arundel County in liber J.H.H. 849 folio 36, be sold; that Irving W. Coleman is hereby appointed trustee to make said sale, under the powers conferred by said deed of trust and by this decree, with power and authority to sell the same at public or private sale in his discretion, and the course and manner of his proceedings shall be as follows:-
He shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself and a surety or sureties, to be approved by this Court, in the penalty of twenty-five thousand dollars ($25,000.00), conditioned for the faithful performance of the trust reposed in him by the said deed of trust and by this decree, or to be reposed in him by any future decree or order in the premises; he shall then proceed to make said sale, at public or private sale in his discretion; and if at public sale he shall give at least three weeks' notice by advertisement inserted in some newspaper published in Anne Arundel County, as he shall think proper, of the time, place, manner and terms of sale, which terms shall be a deposit of ten per cent of the sales price cash at time of sale, balance to be paid in full in cash upon final ratification of the sale; and if sold at private sale, either in the first instance or if withdrawn from public sale, to the best advantage and upon the terms above set forth; and as soon as may be convenient after such sale, the trustee shall return to this Court a full and particular account of his proceedings relative to such sale, with an annexed affidavit of the truth thereof and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money and not before, the said trustee shall, by a good and sufficient deed, to be

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Filed 4 Jan., 1955.

executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, plaintiff and defendant, and of Harold E. Slanker, and of the grantors in said deed of trust, and those claiming by, from or under them or any of them; and the said trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court.

Benjamin Michaelson Judge

LIBER 96 PAGE 271

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICES: NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

No. 11,005 Equity

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, Irving W. Coleman, of Northampton, Pennsylvania, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Twenty-five Thousand Dollars ($25,000.00) 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 10th day of January, 1955.

WHEREAS by decree of the Circuit Court for Anne Arundel County in a cause entitled "Clara Brown vs. John R. Nelson", No. 11,005 Equity, the above bounden Principal was appointed Trustee to make sale of the property mentioned in said proceedings, and whereas the said Principal is about to execute said power and make sale of the said property.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH: That if the above bounden does well and faithfully abide by and fulfill the trust in him reposed by said decree or to be reposed in him by any further decree or order in the premises, then this obligation shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

WITNESS:

Marie Czapp
Marie Czapp

Irving W. Coleman (SEAL)
Irving W. Coleman, PRINCIPAL

Doris K. Hopkins
Doris K. Hopkins

GLOBE INDEMNITY COMPANY, a body corporate

By John H. Hopkins IV
John H. Hopkins, IV, Attorney at Law
SURETY

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

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Filed 10 Jan., 1955

CLARA BROWN, Plaintiff * No. 11,005 Equity

vs. * In the Circuit Court

JOHN R. NELSON, Defendant * for Anne Arundel County

* * * * *

PETITION AND REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition and Report of Sale of Irving W. Coleman, Trustee in the above entitled case, respectfully shows unto your Honors as follows:

1. That heretofore, on the 27th day of November, 1954 this Honorable Court upon the Petition filed by your Petitioner, assumed jurisdiction over the administration of the trust mentioned in these proceedings.

2. That after said property had been conveyed to him in trust on the 22nd day of July, 1954, as set forth in these proceedings, your Petitioner entered into a contract to sell to Baltimore Contractors, Inc., a corporation duly incorporated under the Laws of the State of Maryland, all that lot or parcel of ground situate, lying and being in the Fourth Election District of Anne Arundel County, in the State of Maryland and containing five acres more or less, together with the chattels and fixtures contained in said premises, for the sum of Twenty-five Thousand Dollars ($25,000.00) of which the sum of Twenty-five Hundred Dollars ($2500.00) was paid as a deposit at the signing thereof and the balance of which was to be paid on or before the 30th day of September, 1954, said time having been waived by the parties hereto, an executed copy of said contract being filed herewith as a part hereof and marked "Petitioner's Exhibit No. 1."

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Filed 21st Jan., 1955.

3. That on the 4th day of January, 1955 a decree was passed by this Honorable Court by which it authorized your Petitioner to sell the real and personal property described in said contract at either public or private sale, in his discretion.

4. That your Petitioner verily believes that the sum of Twenty-five Thousand Dollars ($25,000.00) as aforesaid is the best price obtainable for said property and represents the fair and reasonable value thereof and that the action of your Petitioner as such Trustee in entering into said contract may be ratified and confirmed.

5. That your Petitioner has complied with all the terms of said contract and has been and is now ready, able and willing to convey said property to the purchaser by a good and merchantable title in accordance with the terms thereof.

WHEREFORE your Petitioner prays:

1. That his action in entering into said contract of sale to Baltimore Contractors, Inc. may be ratified and confirmed.

2. That this Report of Sale to Baltimore Contractord, Inc. may be ratified and confirmed.

3. That an order may be passed directing Baltimore Contractors, Inc. to show cause why the aforementioned contract should not be ratified and confirmed by this Honorable Court.

4. That the Petitioner may have such other and further relief as the exigencies of his case may require.

AND AS, etc.

Irving H. Coleman Trustee
Petitioner

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COMMONWEALTH OF PENNSYLVANIA, COUNTY OF Northampton, to wit:

I HEREBY CERTIFY, that on this day of January, 1955, before the subscriber, a Notary Public of the Commonwealth of Pennsylvania, in and for the County aforesaid, personally appeared Irving W. Coleman, Trustee, and he made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true as therein set forth and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Emma Elizabeth Potak
Notary Public

My Commission Expires, February 2, 1957.

State of Pennsylvania,
County of Northampton, } ss.

I, **CHARLES R. STEINMETZ,** Prothonotary of said County and Clerk of the Court of Common Pleas, in and for said County, do hereby certify, that said Court is a Court of Record. That EMMA ELIZABETH POTAK Esq., whose name is subscribed to the certificate or proof of acknowledgment of the annexed instrument, was at the time of taking the same a NOTARY PUBLIC in and for said County and a resident of said County, duly commissioned and sworn, and qualified to act as such; that as such NOTARY PUBLIC she was at the time of taking such acknowledgment duly authorized by the laws of the State of Pennsylvania, to take such acknowledgments and proofs of deeds or conveyances for lands, tenements or hereditaments in the State of Pennsylvania, that I am well acquainted with the handwriting of said NOTARY PUBLIC and verily believe that her signature to the same is genuine. No impression of Notary Public seal is requested by laws of this State to be filed in my office.

That her commission is dated February 2, 1953, and will expire February 2, 1957.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said office at Easton, this 14th day of January A. D. 1955.

Charles R. Steinmetz
Prothonotary

Per S Y Vale Deputy

Form 26 B 1M 7-54 NPCo.

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O R D E R

UPON the foregoing Petition and Report of Sale, Exhibit and Affidavit, it is ORDERED by the Circuit Court for Anne Arundel County, in Equity, this 24th day of January, 1955 that the action of Irving W. Coleman, Trustee, in entering into the contract of sale mentioned in the foregoing Petition, and filed as an exhibit herewith, be and the same is hereby ratified and confirmed;

AND it is further ORDERED that Baltimore Contractors, Inc. 711 S. Central Avenue, Baltimore, Maryland, show cause on or before the 21st day of February, 1955 why the Report of Sale mentioned in said Petition should not be ratified and confirmed, provided a copy of said Petition and Order be served upon the said Baltimore Contractors, Inc. on or before the 7th day of February, 1955.

Benjamin Michaelson
Judge

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Filed 24 Jan., 1955

ARTICLES OF AGREEMENT

THIS AGREEMENT, made this 30th day of August, 1954, by and between Irving W. Coleman, Trustee, for Clara Brown, of 1820 Main Street, Northampton, Pennsylvania, hereinafter called Seller, and Baltimore Contractors, Inc., a corporation organized and doing business under the laws of the State of Maryland, having its principal office at 711 South Central Avenue, Baltimore, Maryland, hereinafter called Buyer

WITNESSETH:

1. Seller agrees to sell and convey to and Buyer agrees to purchase and buy the following:

a. All that lot or parcel of ground situate, lying and being in the fourth election district of Anne Arundel County in the State of Maryland and more particularly described in a deed dated March 16, 1953, from Harold E. Slanker and Evva J. Slanker, his wife, to John R. Nelson, said deed being recorded among the land records of Anne Arundel County, Liber JHH No. 744 folio 57. Containing five acres, more or less, according to a survey and plat by Edward Hall, Jr., County Surveyor, in March, 1947; together with the buildings and improvements thereupon erected, made or being and all and every the rights, ways, privileged, appurtenances and advantages to the same belonging, or anywise appertaining.

b. The following chattels and fixtures now containing in said premises constituting part thereof:

No. 15 Commercial Dunbrik Plant including: 1 Dunbrik Commercial Line Production Machine, Serial No. CDB37, No. 461 with Roller Bearing Synchronized Packer Head, Automatic Pallet Feeder and Friction Clutch Pulley. Completely assembled, ready for operation; Attachments and accessories. 5000 Dunbrik Dunstone Steel Pallets (3 brick type); 1 Nema type 3 H.P. Ball Bearing Motor, 1725 R.P.M. 60 circle (cycle), 3 phase 220 volt (for brick machine); 4 V-Belt Transmission, Belt Guard, Starting and Feeder Switches, and mounting in brick machine; 1 Dunn Shovel Type 16 cubic feet Mixer (chilled bottom, interlined sides) Ground Floor Controls, Friction Clutch Pulley, Automatic Conveyor Hoist with Cable, Power Windlass, Water measuring Device and two way Chute; 1 Nema Type 5 H.P. Ball Bearing Motor, 1200 R.P.M. 60 cycle; 3 phase 220 volt (for mixer) 6 V-Belt Mixer Transmission with 6 groove motor sheave; 1 three Wheeled Lift Jack - 10 inch Ball Bearing Wheels, with Pin Coupling; 20 Dunbrik All-steel transport trucks complete with decks, equipped with 10" cushioned Rubber Tired Ball Bearing Wheels for Lift Jack operation; Maintenance parts and extra repair equipment included for the above; 1 Boiler with Automatic Control Equipment; 1 concrete CRT Block Machine; 1 BX Concrete Block Mach Att;

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Exhibit [illegible] with PETITION
Filed 24 Jan., 1955

6 BRLP Bags Cement Block Comp Dry; including any and all other chattels, fixtures and equipment of any nature in and on said premises which are not hereinbefore specifically described.

c. 1 Hydro-Korpak Block Machine, equipped to make nominal 8x8x16" , 3-core block, in full and fractional sizes, including electrical equipment (Model HK49#74); 1 Attachment for 4x8x16" to make regular and solid block; 1 Attachment for 12x8x16" to make regular block.

The Chattels herein referred to are the subject of a lease agreement between W. E. Dunn Manufacturing Company of Holland, Michigan, and John R. Nelson of Baltimore, Maryland, dated the 18th day of May, 1954, being presently situate in the buildings on the real estate above described. The said lease agreement is for a total of $6297.12, of which said Company has received in rentals $1574.28, leaving a balance due in the sum of $4,722.84. Said John R. Nelson, under date of July 22, 1954, conveyed all of the right, title and interest in said lease to the Seller herein. Seller herein covenants with the Buyer that out of the purchase price hereinafter provided, he shall first complete a purchase of said chattels from the said W. E. Dunn Manufacturing Company and procure a bill of sale therefrom, free and clear of all encumbrances. Seller shall endeavor to procure a guarantee from said Company for a period of one year with respect to said equipment and at the time of settlement herein convey said equipment together with said guarantee to the Buyer herein. If Seller cannot procure such guarantee, Buyer shall have the option upon such notification to it from the Seller on or before the settlement date herein provided to either declare the within agreement null and void and of no legal effect and procure forthwith from the Seller return of the down payment herein made, or waive the requirement of such guarantee.

2. The consideration for the conveyance of the property, etc. set forth in Paragraph 1 shall be $25,000.00, payable as follows:

a. The sum of $[illegible]00.00 in cash at the time of the execution of the within agreement, the receipt whereof is hereby acknowledged by the Seller.

b. There shall be deducted from the purchase price and Buyer take subject to the legal operation and effect of a mortgage, dated April 28, 1954, and recorded among the land recordsof Anne Arundel County in Liber JHH No. 827 folio 553, from John R. Nelson and Evelyn Nelson, his wife, to the Enterprise Federal Savings and Loan Association of Annapolis, Maryland, said mortgage being in the principal sumof $15,000.00 on which there is a balance due as of August 9, 1954, of $14,424.98.

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c. The balance of said consideration shall at the time of settlement be paid to the Seller, out of which Seller shall pay off W. E. Dunn Manufacturing Company in the manner and form as hereinbefore set forth.

3. Settlement shall be made on or before the 30th day of September, 1954, at the offices of the Buyer.

4. The premises and chattels and equipment shall be conveyed free and clear of all encumbrances except the Enterprise mortgage above refferred to. In the event Seller cannot make out good title to the Buyer, Buyer shall have the right to declare this agreement null and void and of no legal effect and procure the return of its down payment.

5. Seller agrees that said premises, if not already so provided, shall be protected by appropriate insurance for loss from fire and assume such loss from fire or theft, etc. to the time of settlement.

6. Possession to be delivered to Buyer at the time of settlement.

7. Seller understands that Buyer is interested in the acquisition of the property herein by reason of the availability of the services of one George W. Frank whom Seller understands has been connected with John R. Nelson in the assembly and operation of said plant. If, as of the time of settlement, the services of the said George W. Frank are not available to Buyer, Buyershall have the option to declare the within agreement null and void and of no legal effect and to receive forthwith from the Seller the down payment herein provided for.

8. It is the legal intention of the parties to be bound by the terms of this agreement.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals this 30th day of August, 1954.

Seller

Witness:

BALTIMORE CONTRACTORS, INC.

Buyer

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CLARA BROWN	:	No. 11,005 Equity
Plaintiff	:	IN THE CIRCUIT COURT
vs	:	FOR
JOHN R. NELSON	:	
Defendant	:	ANNE ARUNDEL COUNTY

ANSWER TO PETITION AND

EXCEPTIONS TO RATIFICATION OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Answer and Exceptions of Baltimore Contractors, Inc. to the Petition and Report of Sale herein of Irving W. Coleman, Petitioner, respectfully shows as follows:

1. Respondent admits the allegations of Paragraph 1 of said Petition and Report of Sale.

2. Respondent admits the allegations of Paragraph 2 of said Petition and Report of Sale, except that Respondent denies ever having waived any of its rights under the contract referred to in said Paragraph 1, but on the contrary Respondent avers that it was ready, willing and able to perform the contract on its part on September 30, 1954.

3. Respondent admits the allegations of Paragraph 3 of said Petition and Report of Sale.

4. Respondent is without sufficient knowledge to be able to form a belief with respect to the allegations of Paragraph 4 of said Petition and Report of Sale, and therefore can neither admit nor deny such allegations.

5. Respondent denies the allegations of Paragraph 5 of the Petition and Report of Sale.

Filed 18 Feb 1955.

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6. Further answering the entire Petition and Report of Sale and excepting the ratification of the sale to Respondent described therein, Respondent avers -

(a) That on or about August 30, 1954, it entered into a contract with the Petitioner for the purchase of the property described in said contract heretofore filed with said Petition and Report of Sale and Marked "Petitioner's Exhibit No. 1".

(b) That prior to settlement, date specified in said contract, Respondent obtained from The Title Guarantee Company of Baltimore City an oral report that Petitioner could not pass good and merchantable title to said property to the Respondent; that Petitioner was immediately informed of the said report of said title company; that on or about October 5, 1954, the said title company confirmed its oral report by a written report, a copy of which is annexed hereto, as Respondent's Exhibit No. 1, and prayed to be taken as a part hereof; and that a copy of said written report of the Title Guarantee Company was furnished to the Petitioner.

(c) That from the time of said report of The Title Guarantee Company, until on or about November 1, 1954, Respondent was engaged in negotiations with counsel for the Petitioner for the purpose of determining whether or not Petitioner would comply with the requirements of the title company; that on or about November 1, 1954 it was agreed between Petitioner, acting through his counsel, and Respondent that the sale should be rescinded and, accordingly, Respondent sent a letter dated November 5, 1954 to counsel for the Petitioner agreeing to the cancellation and requesting the return of the deposit, a copy of said letter marked "Respondent's Exhibit No. 2" is annexed hereto and prayed to be taken as part hereof.

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(d) That, subsequently, at the request of counsel to the Petitioner, Respondent sent a letter dated November 19, 1954 to the Petitioner, a copy of said letter dated November 19, 1954, marked"Respondent's Exhibit No. 3 " is annexed hereto and prayed to be taken as part hereof.

(e) That on November 26, 1954 Petitioner wrote Respondent, advising that he wished to have the contract performed, a copy of said letter dated November 26, 1954 "Respondent's Exhibit No. 4" is annexed hereto and prayed to be taken as part hereof.

(f) That on December 21, 1954 Respondent wrote to the Petitioner advising that it had been acting since early in November on the assumption that the contract had been terminated and repeating its request for the return of deposit, a copy of said letter marked "Respondent's Exhibit No. 5" is annexed hereto and prayed to be taken as part hereof.

(g) That on December 24, 1954, counsel to the Petitioner wrote Respondent stating his regret that he might have misled Respondent into believing that the contract had been terminated, but denying that Respondent had been prejudiced thereby, a copy of said letter dated December 24, 1954, marked "Respondent's Exhibit No. 6" is annexed hereto and prayed to be taken as part hereof.

(h) That since early in November, 1954, immediately following the request of Petitioner's counsel for a letter agreeing to a cancellation of the sale as aforesaid, Respondent abandoned its plans for the use of the property which was the subject matter of the sale, and has made other plans and arrangements in lieu thereof and has acted upon such other plans and

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arrangements; that Respondent presently has no need of or use for the property and it would be a hardship upon Respondent if the aforesaid contract were specifically enforced; that even if Petitioner had not requested the cancellation of the contract and was not bound by his counsel's request, he has been so dilatory in and about the performance of the contract on his part as not to be entitled to specific performance thereof over the objections of Respondent.

WHEREFORE your Respondent prays:

1. That the Report of Sale to the Respondent should not be ratified or confirmed.

2. That the Petition and Report of Sale be dismissed.

3. That an order be passed directing the Petitioner to return the deposit of $2500.00 to the Respondent.

4. That the acceptance of the Respondent to the Petition and Report of Sale be sustained.

5. That the contract of Sale "Petitioner's Exhibit No. 1" be declared cancelled and terminated.

6. That Respondent may have such other and further relief as its case may require.

AND AS in duty bound, etc.

Gordon, Feinblatt & Rothman
1000 Baltimore Life Building

Albert J. Goodman
Annapolis, Maryland

I HEREBY CERTIFY that a copy of the aforegoing Answer To Petition and Exceptions To Ratification Of Sale was mailed this 11 day of February, 1955, to Irving W. Coleman, Trustee.

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LIBER 96 PAGE 283

THE TITLE GUARANTEE COMPANY

Title Building, St. Paul and Lexington Streets

Baltimore 2, Maryland

October 5, 1954

App. No. H-10946

Robert L. Sullivan, Esq.
1000 Baltimore Life Building
Baltimore-1, Maryland

Dear Mr. Sullivan:

We have completed examination of title to the fee simple property situate in the 4th Election District of Anne Arundel County, and find the same to be vested of record in John R. Nelson.

Said property is subject to a mortgage dated April 28, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 827, folio 553, from John R. Nelson, and wife to Enterprise Federal Savings and Loan Association of Annapolis, to secure the sum of $15,000.00.

Said property is also subject to a confessed judgment in the amount of $4669.37, plus attorney's fee of $466.97, plus costs and interest from August 20, 1954, at the suit of Harold E. Slanker vs John R. Nelson and Evelyn Nelson.

By deed dated July 22nd, 1954, and recorded among the Land Records of Anne Arundel County, John R. Nelson and wife conveyed said property to Irving M. Coleman in trust to sell the property, apply the proceeds in payment of a debt owned by John R. Nelson to Clara C. Brown.

It is our opinion that this conveyance to the Trustee is subject to the provisions of Article 16, Sections 275 and 281 of the Code of Public General Laws of Maryland, which sections require that before title passes to the Trustee, a bond in the penalty of double the amount of the Trust Estate must be filed with the Clerk of the Court, and further provision that any sale made by the Trustee must be reported to the Court, an order nisi run thereon and the same must be ratified by the Court. In the instant case, this procedure has not been followed. We are therefore, of the opinion, that until the bond is posted and the sale is ratified, the Trustee cannot pass to Baltimore Contractors, Inc., a good and marketable title to the property. Moreover, if the bond should be posted now, we feel that the property will be subject to the lien of the above mentioned confessed judgment.

RESPONDENT'S EXHIBIT NO. 1.

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Filed 18 Feb. 1955

App. No. H-10946

We are awaiting your further instructions as to what you desire us to do in connection with this matter.

Taxes for 1954 and prior years are paid on this property.

Any policy that we issue in connection with this property will be subject to the following exceptions:

1. Reservation of atomic materials, etc. as set forth in Deed dated September 9, 1952, recorded in Liber J.H.H. No. 714, folio 473 from Reconstruction Finance Corporation to Harold E. Slanker and wife, in Deed dated March 16, 1953, and recorded in Liber J.H.H. No. 744, folio 57 from Harold E. Slanker and wife to John R. Nelson.

2. Rights or claims of parties other than the Insured in actual possession of any or all of the property.

3. Unrecorded easements, if any, on, above or below the surface; and any discrepancies or conflicts in boundary lines or shortage in area or encroachments, which a correct survey or an inspection of the premises would disclose.

4. Possible unfiled mechanics' and materialmen's liens.

Very truly yours,

CHARLES F. RECHNER, JR.
Examiner

CFR:dr

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LIBER 96 PAGE 285

November 5, 1954

Mr. Joseph Loefler
1019 Fidelity Building
Baltimore 1, Maryland.

Dear Mr. Loefler:

We are agreeable to cancellation which you have requested of the Articles of Agreement pertaining to the concrete block plant in Anne Arundel County, dated August 30, 1954, and executed by Mr. Irving W. Coleman, Trustee for Clara Brown, and ourselves. Please return the $2,500 paid by us to Mr. Coleman at the time of execution of said Articles of Agreement.

Very truly yours,

BALTIMORE CONTRACTORS, INC.

C. M. Zacharski, Jr.

CMZ:jrh

COPY

RESPONDENT'S EXHIBIT NO. 2.

Filed 18 Feb. 1955.

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LAW OFFICES
GORDON & FEINBLATT
BALTIMORE LIFE BUILDING, TENTH FLOOR
CHARLES AND SARATOGA STREETS
BALTIMORE 1, MD.

November 19, 1954

Ol. Ex 3

Mr. Irving W. Coleman,
TRUSTEE FOR CLARA BROWN

Re: Cancellation of Articles of Agreement

Baltimore Contractors, Inc.

Dear Mr. Coleman:

We have been authorized by Baltimore Contractors, Inc., to advise you that, in accordance with your request to the company, it is agreeable to your proposal that the Articles of Agreement date August 30, 1954, between yourself, as Seller, and Baltimore Contractors, Inc., as Buyer, of certain property situate in the Fourth Election District of Anne Arundel County, Maryland, be cancelled, upon a return by you to Baltimore Contractors, Inc., of all of the deposit money heretofore paid by the Buyer, pursuant to the terms of the Agreement.

Please evidence your acceptance of this letter as written cancellation of the subject Agreement, by affixing your signature, in the space provided.

Very truly yours,

Robert L. Sullivan, Jr.

ACCEPTED:

_____
Irving W. Coleman, Trustee for Clara Brown

_____
Date

RESPONDENT'S EXHIBIT NO. 3.

Filed 18 Feb. 1955.
Refiled 31 Mar., 1955.

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LIBER 96 PAGE 287

LAW OFFICES
OF
IRVING W. COLEMAN
ATTORNEY AT LAW
1820 MAIN STREET
NORTHAMPTON, PA.

TELEPHONE CO 2-5681

IRVING WILSON COLEMAN

MARTIN A. KUTLER

November 26, 1954

Robert L. Sullivan, Jr., Esq.
Law Offices of
Gordon & Feinblatt
Baltimore Life Building, Tenth Floor
Charles and Saratoga Streets
Baltimore 1, Maryland

In re: Baltimore Contractors, Inc. and Irving W. Coleman, Trustee for Clara Brown

Dear Mr. Sullivan:

Joseph Loeffler, Esq., of Baltimore, Maryland has forwarded to me your letter of November 1, 1954, together with an original and copy of a document prepared by you for my Execution. I have talked, by long distance telephone, with Joe Loeffler and he advised me that the form of the document was at his suggestion.

I told Joe I could not acceed at this point to the form of the document. My reason was that the document reads to the effect that I have requested that the Articles of Agreement, dated August 30, 1954, between Baltimore Contractors, Inc. and myself, be cancelled. That is not an accurate statement, because I do not wish the contract cancelled, but rather performance had thereof. Mr. Loeffler insists that in his opinion I have good title and am in a position to convey good title under the Agreement.

There have been some recent developements in connection with the matter of title, and I therefore suggest that you take this matter up further with Mr. Loeffler.

Of course, the down payment is still held by me intact as trustee, and you need have no concern as to my ability to return the same if, as and when that becomes necessary under the existing conditions.

Awaiting your further response,

Yours very truly,

Irving W. Coleman

Irving W. Coleman

IWC:mc
P. S. I am returning the two (2) documents herein.
Enc. (2)

RESPONDENT'S EXHIBIT NO. 4.

Filed 18 Feb. 1955.

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December 21, 1954

Irving W. Coleman, Esq.
1820 Main Street
Northampton, Pennsylvania

Re: Baltimore Contractors, Inc. and
Irving W. Coleman, Trustee for
Clara Brown

Dear Mr. Coleman:

Reference is made to your letter of November 26th in respect to the above matter.

The subject agreement was executed on the 30th day of August, 1954 and settlement, under the provisions of Clause 3 on page 3 of the Articles of Agreement, was to be made on or before the 30th day of September, 1954 in the offices of the Buyer. As you undoubtedly know, the Title Guarantee Company of this city has refused to guarantee the title to the property referred to in the contract for the reason that you, as Trustee, failed to report this sale to the Court and obtain a ratification of it. As of this date we are not aware of any steps having been taken to correct the objections to the validity of the title expressed by the Title Guarantee Company.

As a result of the substantial delay in the settlement of this property, our client was forced to abandon its plans with respect thereto and make other arrangements. Even at this late date we are not informed that you have completed the steps that would be necessary in order to pass good title. Furthermore, we were advised by your counsel, Mr. Loeffler, an attorney of high repute in this city, that you yourself requested that the contract between the parties be cancelled. Of course, we were entitled to act in reliance on Mr. Loeffler's statement.

We feel that the contract has been completely

RESPONDENT'S EXHIBIT NO. 5.

Filed 18 Feb. 1955.

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Irving W. Coleman, Esq. December 21, 1954

terminated and that the only obligation remaining is for you to return the deposit money.

Very truly yours,

Robert L. Sullivan, Jr.

RLS/lb

cc: Joseph Loeffler, Esq.
Fidelity Building
Baltimore -1, Maryland

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LAW OFFICES
JOSEPH LOEFFLER
1019 FIDELITY BUILDING
BALTIMORE 1, MD.
PHONE SARATOGA 7-6100

FILE NO. 2419

December 24, 1954.

Robert L. Sullivan, Jr., Esq.,
Tenth Floor, Baltimore Life Building,
Baltimore 1, Maryland.

Re: Baltimore Contractors, Inc.

Dear Mr. Sullivan:

I have carefully read your letter of December 21st, in which a statement appears, which alludes to me, and which is not quite accurate.

It has always been my position that the trustee acquired a good and conveyable title to the property. However, when no progress was being made in resolving the controversy, I took it upon myself to request the return of the contract for cancellation, but when this procedure on my part was communicated to Mr. Coleman, he felt that, out of deference to the interests of his client, he could not approve and ratify what I had done. Whereupon, when I saw you later, you will remember I informed you of this situation and that Mr. Coleman proposed to enforce the contract specifically, and, in all probability, by reporting the contract to the Court in the pending case for ratification, and promptly informing you thereof so that your client might except, thus bringing up for decision the objection the Title Company has interposed.

I regret very much if what I did mislead your client, but I am writing so that the record may be set straight. However, I don't believe your client has suffered any prejudice by reason of it.

With greetings of the season, I remain,

Very cordially,

Jos Loeffler

Joseph Loeffler.

JL/RZ

RESPONDENT'S EXHIBIT NO. 6. Filed 18 Feb 1955.

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Pl. 42

BILL OF SALE

WHEREAS, under date of May 18, 1954, W. E. Dunn Mfg. Co., a Corporation of Holland, Michigan, entered into a Lease Agreement with John R. Nelson, of Baltimore, Maryland, for the following described equipment:

1 Hydro-Korpak Block Machine, equipped to make nominal 8x8x16", 3-core block, in full and fractional sizes, including electrical equipment (Model HK49#74)

1 Attachment for 4x8x16" to make regular and solid block

1 Attachment for 12x8x16" to make regular block

and

WHEREAS, by lease dated May 18, 1954, W. E. Dunn Mfg. Co., as lessor, granted an option to John R. Nelson, as lessee, to purchase the said equipment as therein outlined; and

WHEREAS, the total rentals provided in said lease was $6,297.12 and the said John R. Nelson deposited with the W. E. Dunn Mfg. Co., the sum of $1,874.28; and

WHEREAS, the equipment set forth in said lease was shipped under date of May 19, 1954, and is in a Plant at Odenton, Maryland; and

WHEREAS, on the 22nd day of July, 1954, John R. Nelson did assign, transfer, set over and convey unto Irving W. Coleman, Esq., as Trustee for Clara C. Brown, of the Borough of Northampton, Northampton County, Pennsylvania, all his rights, etc., in the aforesaid lease agreement, a true and correct copy of said assignment being attached hereto, made a part hereof, and marked Exhibit "A"; and

WHEREAS, Irving W. Coleman, Esq., Trustee for Clara C. Brown, has entered into negotiations with W. E. Dunn Mfg. Co., for the purpose of acquiring a full and complete title to the said equipment referred to above, free and clear of all encumbrances, together with a warranty for said equipment; and

WHEREAS, W. E. Dunn Mfg. Co., and Irving W. Coleman, Esq., Trustee for Clara C. Brown, have arrived at an amicable settlement for the sale and purchase of the aforesaid equipment:

Filed 31 Mar., 1955

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KNOW ALL MEN BY THESE PRESENTS:

THAT, W. E. Dunn Mfg. Co., a corporation of Holland, Michigan, for and in consideration of the sum of $1,576.28 previously paid to it on or about May 18, 1954, and for the consideration of the sum of $2,500. to it in hand paid by Irving W. Coleman, Esq., Trustee for Clara C. Brown, of the Borough of Northampton, Northampton County, Pennsylvania, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and delivered, and by these presents does grant, bargain, sell and deliver unto the said Irving W. Coleman, Esq., Trustee for Clara C. Brown, all and singular the equipment referred to above.

THAT, W. E. Dunn Mfg. Co. warrants as follows:

We certify that Hydro-Korpak Machine No. HK6974 has been tested for operating efficiency based on established standards and specifications, and found to be capable of giving proper production performance when operated under normal conditions and according to our instructions covering operation and maintenance.

We guarantee the Hydro-Korpak Machine to be free from defects in material and workmanship.

We agree for a period of one year from date of shipment, to wit, May 19, 1954, to May 18, 1955, to replace free of charge at our factory any machine/or part of machine that has been returned prepaid, should our inspection reveal that said machine or part is defective in material or workmanship.

This warranty does not include electrical equipment over which we have no manufacturing control, and which are individually guaranteed by their respective manufacturers.

This warranty for the aforesaid period to extend to and in favor of any person, firm or corporation to whom the said Irving W. Coleman, Esq., Trustee for Clara C. Brown, shall make sale of said equipment within the said warranty period.

TO HAVE AND TO HOLD the said equipment unto the said Irving W. Coleman, Esq., Trustee for Clara C. Brown, his heirs, administrators, executors

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and assigns, to and for his own proper use, benefit and behoof forever.

AND the said W. E. Dunn Mfg. Co., its successors and assigns, the said equipment unto the said Irving W. Coleman, Esq., Trustee for Clara C. Brown, his heirs, executors, administrators and assigns, from and against all persons whomsoever, shall and will warrant and forever defend by these presents.

IN WITNESS WHEREOF, W. E. DUNN MFG. CO., has caused these presents to be signed by its President, attested to by its Secretary and its corporate seal to be hereunto affixed this day of , 1956.

WITNESS:

Dale Wegmann

(CORPORATE SEAL)

W. E. DUNN MFG. CO.

BY: Norman E. Dunn
President

ATTEST: J. W. Gluphe
Secretary

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STATE OF MICHIGAN :
: SS:
COUNTY OF :

On this 17th day of Sept, 1954, before me personally appeared Norman A. Dunn, to me known, who being by me duly sworn did say that he is the of W. E. Dunn Mfg. Co., and that the seal affixed to said instrument is the corporate seal of said Company, and that said instrument was signed and sealed in behalf of said Company by authority of its Board of Directors and said acknowledged said instrument to be the free act and deed of said Company.

IN WITNESS my hand and Seal the day and year aforesaid.

Norman O Dunn.

SWORN to and subscribed before me this 17th day of Sept, 1954.

Peter N. Leppman.
Notary Public
My Commission Expires: 10-6-56.

Notary Seal

PETER IS. LEPPMANN
NOTARY PUBLIC, Ottawa County.
My Commission Expires Oct 6, 1956.

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EXHIBIT "A"

KNOW ALL MEN BY THESE PRESENTS:

That for One Dollar and other valuable considerations, receipt of which is hereby acknowledged, the undersigned, John R. Nelson, does hereby assign, transfer, set over and convey unto Irving F. Coleman, as Trustee for Clara C. Brown, all sums of money to which he is or may hereafter become entitled, under now existing contracts, from W. S. Dunn Manufacturing Company, of Holland, Michigan; any and all property rights that he may now or hereafter have under said contracts; and any and all other rights of any nature whatsoever that he may now or hereafter have under said contracts.

Witness my hand and seal this 22nd day of July, 1954.

WITNESS:

"REGINA ZANDER" (Signed)

"JOHN R. NELSON" (Signed) (SEAL)
John R. Nelson

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 22nd day of July, 1954 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared John R. Nelson, and he acknowledged the foregoing Assignment to be his act.

AS WITNESS my hand and Notarial Seal.

"REGINA ZANDER" (Signed)
Notary Public

(SEAL)

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LIBER 96 PAGE 296

Pl. 45

January 7, 1955

Mr. Leonard Hudson
Baltimore Contractors, Inc.
711 S. Central Avenue
Baltimore 2, Maryland

In re: Odenton Block Plant

Dear Leonard:

Supplementing my formal letter to you of January 6, 1955, I felt that in view of our conversation at your office on Tuesday, December 28th, 1954, I should give you an explanation concerning the entire situation.

After explaining the entire situation to Mrs. Brown concerning title and giving her the opinion of Mr. Loeffler concerning same, she feels that I had good title on the date the Agreement of Sale was signed, to wit, August 30, 1954, and title was good in me on the date fixed for settlement, to wit, September 30, 1954. Accordingly she does not feel the agreement should be rescinded or terminated but rather full performance made. I am sure that you appreciate, considering her age, the circumstances etc., her attitude in the matter.

I have followed up on the two leads Miss Lambrow suggested, to wit, Senator Phipps and Mr. Disheroon of Annapolis Concrete by telephone conversations with them on Thursday, January 6th, 1955. Both gentlemen have indicated a desire to make an examination of the premises either with Attorney Klawans, my Annapolis associate, or through your office. It is to be definitely understood, however, the efforts being made are on behalf of Baltimore Contractors, Inc., based on its desire to be relieved from the performance of the contract and these are not independent negotiations on my part. Of course, if another purchaser becomes available so that the performance due from Baltimore Contractors, Inc., can be carried out by someone else, I would be pleased to see that happen. However, pending such event, Baltimore Contractors, Inc., should definitely plan on performance as soon as possible.

With kindest regards,

Very truly yours,

Irving W. Coleman

IWC:EHP

Filed 31 Mar., 1955

73

LIBER 96 PAGE 297

354

FREIGHT BILL

THE ROYAL TRANSPORTATION CO.

GENERAL OFFICES:
P. O. BOX 162 BEDFORD, PENNSYLVANIA

FREIGHT BILL NUMBER C 141502

DATE 5 19 54 L

SHIPPER
W E DUNN MFG CO
HOLLAND MICH

Pl. 46

CONSIGNEE
ORDER OF W E DUNN MFG CO
WESTPORT BALTIMORE MD
NOTIFY JOHN R NELSON CO
ATLAS CONCRETE PROD CO WATERVIEW &
B & O CROSSING BALTIMORE MD
WESTPORT

CONNECTING CARRIER	C/L REFERENCE	C/L BILLING DATE	SHIPPER'S NUMBER
WOLVERINE	C 361425	5 17 54	5 19 54

NO. PKGS.	DESCRIPTION OF ARTICLES AND MARKS	WEIGHT	RATE	FREIGHT CHGS.	C.O.D.-TAX ETC.	TOTAL CHARGES
1	CRT CONCRETE BLOCK MACHINE	5500				
1	6X CONCRETE BLOCK MACH ATT	640	2 55	156 57		
6	BRLP BAGS CEMENT BLOC COMP ATT	300	2 02	6 06		
8		6440		162 63	4 88	167 51
	THIS IS AN ORDER NOTIFY SHIPMENT DELIVER ONLY UPON SURRENDER OF ORIGINAL BILL OF LADING PROPERLY ENDORSED					COLLECT
1						

PAID
JUL 14 1954
THE ROYAL TRANSPORTATION CO.

ROYAL PROP. 87 82
C/L PROP. W 74 81

TRANSFER POINT

RECEIVED THE ABOVE DESCRIBED PROPERTY

FULL NAME OF CONSIGNEE

I.C.C. RULING SEVEN (7) DAYS CREDIT

UARCO INC., CLEVELAND

DATE PER

74

Filed 31 Mar., 1955

CONSIGNEE OR CONNECTING LINE COPY

3

354

THE ROYAL TRANSPORTATION CO.

GENERAL OFFICES:
P. O. BOX 162 BEDFORD, PENNSYLVANIA

FREIGHT BILL NUMBER C 141502

3

DATE 5 19 54 L

SHIPPER
W E DUNN MFG CO
HOLLAND MICH

CONSIGNEE
ORDER OF W E DUNN MFG CO
WESTPORT BALTIMORE MD
NOTIFY JOHN R NELSON CO
ATLAS CONCRETE PROD CO WATERVIEW &
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C/L PROP. W 74 81

TRANSFER POINT

RECEIVED THE ABOVE DESCRIBED PROPERTY

FULL NAME OF CONSIGNEE

I.C.C. RULING SEVEN (7) DAYS CREDIT

UARCO INC., CLEVELAND

DATE PER

75

SM 8-53 GSP

INVOICE

LIBER 96 PAGE 298

Key

W. E. DUNN MFG. CO.

HOLLAND, MICHIGAN

Sold To John R. Nelson
c/o Atlas Concrete Products Co.
Waterview & B.& O.Crossing
Ship To Westport, Baltimore 30, Maryland

(See shipping instructions below) Via

Order Entered May 8, 1954

Order No. 1419

Customer's No.

Terms See below

Shipping and Invoice Date 5/17/54

1	Hydro-Korpak Block Machine, equipped to make nominal 8x8x16", 3-core block in full and fractional sizes. Including electrical equipment & motors (Model HK49#74)
1	Attachment for 4x8x16" to make regular and solid block (in nominal size)
1	Attachment for 12x8x16" to make regular block (in nominal size)

ALL OF THE ABOVE TO FIT CUSTOMER'S PALLETS

Shipping instructions: Inform truck driver to stop prior to unloading at their main office - Waterview Ave. & B & O Tracks, Westport, Baltimore 30, Maryland, for directions and help for unloading at their plant at Odenton, Maryland

TERMS: Lease-Purchase Plan (3 year lease @ $174.92 per month)

Advance Rental Payment: $1574.28 (to cover rental for the first and last eight months. (Paid 5/8/54)

Papers to: Union Trust Company of Maryland
(Westport Office)
Baltimore, Maryland

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Key

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Advance Rental Payment: $1574.28 (to cover rental for the first and last eight months. (Paid 5/8/54)

Papers to: Union Trust Company of Maryland
(Westport Office)
Baltimore, Maryland

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May 18, 1954

COPY

The Union Trust Company of Maryland
(Westport Office)
Baltimore, Maryland

Gentlemen:

Enclosed herewith please find Lease Agreement in triplicate attached to bill of lading and invoice (in duplicate) covering a shipment consigned to our order, notify Mr. John R. Nelson, c/o Atlas Concrete Products Co., Waterview & B.&O. Crossing, Weeport, Baltimore 30, Maryland.

We kindly ask that you notify the above upon the arrival of these papers, and upon receipt of his proper signature to the Lease Agreement you may surrender to him the bill of lading and invoice attached. You may also turn over to Mr. Nelson the triplicate copy of the Lease Agreement which has a letter attached thereto.

You will find attached hereto fifty cents (50¢) in stamps to cover your fees for the handling of this collection. If this is not sufficient to cover, please advise us and we will gladly send you the balance. We trust you will return the original and duplicate of the Lease Agreement to us in the enclosed self-addressed envelope.

Thanking you in advance for your usual attention to this, we are

Very truly yours,

W. E. DUNN MFG. COMPANY

Collection Department

BJMiskotten/c
encls.
Regd.Mail

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TRIPLICATE

LIBER 96 PAGE 300

D-244

Lease Agreement

THIS AGREEMENT, made by and between W. E. Dunn Mfg. Co., a corporation of Holland, Michigan, hereinafter called LESSOR, and

John R. Nelson
c/o Atlas Concrete Products Co.
Waterview & B.& O. Tracks
Westport, Baltimore 30, Maryland

Hereinafter called LESSEE, WITNESSETH:

1. LESSEE hereby leases from LESSOR the equipment described in the schedule on the reverse side hereof (herein referred to as the leased machinery) for a period of thirty-six (36) months at a monthly rental of $174.92 payable monthly in advance at the above specified offices of LESSOR. The terms of the lease and rent hereunder shall commence thirty days from the date the leased machinery is loaded for shipment at factory. Prior to shipment LESSEE shall deposit with LESSOR the sum of $1574.28 as Performance Guarantee. Provided that the conditions of this agreement are properly performed LESSOR shall apply said amount as rent for the first month and the last eight months of the term hereunder stipulated.

2. The leased machinery shall be shipped to LESSEE in accordance with the delivery instructions appearing on the reverse side hereof. All freight or hauling charges to place of use shall be paid by LESSEE.

3. LESSEE agrees that it will not move the leased machinery into any other location than that of its original installation, nor sublet said equipment, without the written consent of LESSOR. It further agrees to take care of said rented property, to use it in a proper manner, to keep it in good repair at its own expense, to keep it adequately insured against fire for the benefit of LESSOR and to supply evidence of such insurance to LESSOR upon its request.

4. LESSEE further agrees to pay all taxes of whatever nature that may be assessed against the said equipment, and that, in the event it is placed in a leased building, LESSOR shall in no way be liable for rental on said building. LESSEE further agrees to secure a landlord's and/or realty mortgagee's consent to the terms hereof, and transmit same to LESSOR.

5. IT IS MUTUALLY AGREED that the equipment covered in this agreement is leased property, the ownership of which is and shall at all times remain with LESSOR. And that, if LESSEE shall fail to pay rent on said equipment when due, or shall be in default in any other of the terms of this contract, or if LESSEE shall be in default in any other obligation to LESSOR, LESSOR shall have the right to enter the plant of LESSEE and take possession of said rented property wherever it may be found and remove same without process of law. LESSEE HEREBY waives any action or right of action arising out of such entry or repossession.

6. IT IS FURTHER MUTUALLY AGREED that the term of this lease is thirty-six months; but, except in cases of LESSEE'S default, it may be terminated at any time under terms to be mutually agreed upon.

7. IT IS FURTHER MUTUALLY AGREED that this contract is a lease agreement; that the LESSEE is renting the equipment described herein, and that this agreement is in no way to be construed as granting unto the LESSEE any right, title or interest in or to said equipment other than as the LESSEE of same. LESSEE further understands and agrees that this contract is not a chattel mortgage, conditional sale contract or any other form of installment sale agreement, and further, that the payments made by LESSEE are rental payments only, and that the payment of same by LESSEE gives it no interest whatever in or to said equipment other than the right to use same in the manner specified herein.

8. This agreement shall apply to and bind the successors and assigns of both parties.

IN WITNESS WHEREOF, the parties have respectfully duly executed these presents, in duplicate, on the day and in the year as hereafter written.

Accepted John R. Nelson

By John R. Nelson
LESSEE

Dated May 18, 1954

By A. G. Buys
LESSOR

Approved J. W. Glupker Secty.

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LIBER 96 PAGE 301

SCHEDULE OF LEASED MACHINERY

Quantity	Description	Nominal Purchase Price
1	Hydro-Korpak Block Machine, equipped to make nominal 8x8x16", 3-core block, in full and fractional sizes. including electrical equipment (Model HK49#74)	$5370.00
1	Attachment for 4x8x16" to make regular and solid block	284.00
1	Attachment for 12x8x16" to make regular block	293.00
		$5947.00

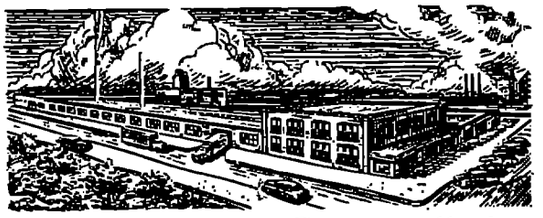
Shipping Instructions and Remarks

Location of the above equipment: Odenton, Maryland.

Form D-244

LIBER 96 PAGE 302

W. E. DUNN MFG. CO.



ESTABLISHED 1903.

CABLE ADDRESS "DUNCO"

Builders of Masonry Products Machinery

HOLLAND, MICHIGAN, U. S. A.

May 18, 1954

Mr. John R. Nelson
c/o Atlas Concrete Products Co.
Waterview & B.& C. Tracks
Westport, Baltimore 30, Maryland

Dear Sir:

In reference to a Lease Agreement which we have entered into on a Hydro-Korpak Block Machine and attachments, we hereby offer you an option to purchase this equipment at any time after the ninth month from the date of your Lease Agreement.

3111

This is how you may exercise your option. At any time after the ninth month you may inform us in writing that you desire to purchase the equipment. All monies which we have received from you up to that time will be credited towards the purchase price.

Upon payment of the balance of the quoted price, plus an annual interest charge of 3% of the original price, prorated over the period that you have kept the machine, you will receive a bill of sale conveying title in the equipment.

We trust that such an arrangement will prove satisfactory to you.

Sincerely yours
W. E. DUNN MFG. CO.

A.G.BUYS
Sales Manager

A.G.BUYS
B

FORM D-187 80M 4-52 PA

80

KNOW ALL MEN BY THESE PRESENTS

That for One Dollar and other valuable considerations, receipt of which is hereby acknowledged, the undersigned, John R. Nelson, does hereby assign, transfer, set over and convey unto Irving W. Coleman, as Trustee for Clara C. Brown, all sums of money to which he is or may hereafter become entitled, under now existing contracts, from W. E. Dunn Manufacturing Company, of Holland, Michigan; any and all property rights that he may now or hereafter have under said contracts; and any and all other rights of any nature whatsoever that he may now or hereafter have under said contracts.

Witness my hand and seal this 22nd day of July, 1954.

WITNESS:

Regina Zandet

John R. Nelson (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 22nd day of July, 1954 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared John R. Nelson, and he acknowledged the foregoing Assignment to be his act.

AS WITNESS my hand and Notarial Seal.

Regina Zandet
Notary Public

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LIBER 96 PAGE 304

CLARA BROWN	:	NO. 11,005 EQUITY
		IN THE CIRCUIT COURT
VS.	:	
		FOR
JOHN R. NELSON	:	ANNE ARUNDEL COUNTY

:::::::

RESPONDENT'S MOTION FOR SUMMARY JUDGMENT

The respondent, Baltimore Contractors, Inc., moves for summary judgment in its favor on all of the claims raised by the petition and report of sale of Irving W. Coleman, Trustee, and the respondent's answer to said petition and exceptions to ratification of said sale on the grounds that there is no genuine dispute between the petitioner and the respondent as to any material facts and that the respondent is entitled to judgment as a matter of law.

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

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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Filed 31 Mar., 1955.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

CLARA C. BROWN, :

PLAINTIFF. :

VS. : NO. 11,005 EQUITY

JOHN R. NELSON, :

DEFENDANT. :

:::::::

O P I N I O N

The facts in this case may be summarized as follows: On May 8, 1954, a certain Clara Brown, of Allentown, Pennsylvania, filed a Bill of Complaint, in the Circuit Court for Anne Arundel County, against John R. Nelson, alleging that Nelson had defrauded her of a considerable amount of money and securities, and asking, among other things, that certain property owned by the Defendant, improved by a plant and equipment, used for the manufacture of concrete blocks and located at Odenton in Anne Arundel County, be subjected to a lien of her claim. On July 22, 1954, the said John R. Nelson and Evelyn Nelson, his wife, conveyed the realty and equipment at Odenton to Irving W. Coleman, as Trustee for Clara Brown, in trust to sell the same and apply the proceeds in reduction of Mrs. Brown's claim.

No Trustee's bond, however, was filed in the Circuit Court for Anne Arundel County at the time of the conveyance. On August 30, 1954, Mr. Coleman, who is an attorney practicing in Pennsylvania, entered into an agreement, as Trustee for Clara Brown, whereby he agreed to sell the property to Baltimore Contractors, Incorporated, a Corporation of the State of Maryland, for the sum of $25,000.00. The contract provided for settlement on or before the thirtieth of September, 1954. Paragraph 7 provided as follows:

> "Seller understands that Buyer is interested in the acquisition of the property herein by reason of the availability of the services of one George W. Frank whom Seller understands has been connected with John R. Nelson in the assembly and operation of said plant. If, as of the time of settlement, the services of the said George W. Frank are not available to Buyer, Buyer shall have

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Filed 28 Apr., 1955.

> the option to declare the within agreement null and void and of no legal effect and to receive forthwith from the Seller the down payment herein provided for."

After the execution of the contract, the Purchaser referred the title to the Title Guarantee Company of Baltimore, and secured the services of George W. Frank, so that he would be available after settlement had taken place.

The Title Guarantee Company examined the title to the property, and, on or prior to the time set for settlement, advised the Purchaser that Mr. Coleman did nothave good title as Trustee to the property, in as much as he had failed to comply with the requirements of §§ 275 and 281 of Article 16 of the Code of Public General Laws of Maryland.

Mr. Coleman, on or about this time, retained the services of Joseph Loeffler, Esquire, a local attorney, to advise him on the question of title, and to represent him at the settlement. The settlement, which was to take place at the offices of the Title Company, was not consummated in view of the question raised as to Mr. Coleman's title, although it appears that the parties were present at the Title Company and discussed the matter. It was the position of Mr. Coleman and Mr. Loeffler that the filing of the bond was not required, but since the Title Company declined to insure the title in the absence of one, Baltimore Contractors, Incorporated, declined to accept title. Mr. Coleman returned to Pennsylvania, and advised the Purchaser to take up the question of the title with Mr. Loeffler. Thereafter, for about a month, both parties stood on their respective grounds, and finally, on November 5, 1954, C. M. Zacharski, Jr., a member of the Legal Department of the Purchaser, wrote to Mr. Loeffler as follows:

> "We are agreeable to cancellation which you have requested of the Articles of Agreement pertaining to the concrete block plant in Anne Arundel County, dated August 30, 1954, and executed by Mr. Irving W. Coleman, Trustee for Clara Brown, and ourselves. Please return the $2,500 paid by us to Mr. Coleman at the time of execution of said Articles of Agreement."

It might be remarked, at this point, that there was a conflict of testimony as to whether or not Mr. Loeffler had stated verbally that he

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was agreeable to cancellation. The following letter was sent to Mr. Loeffler to be forwarded to Mr. Coleman by Robert L. Sullivan, Jr., Esquire, of the firm of Gordon & Feinblatt, counsel for the Baltimore Contractors, Incorporated.

> "We have been authorized by Baltimore Contractors, Inc., to advise you that, in accordance with your request to the company, it is agreeable to your proposal that the Articles of Agreement date August 30, 1954, between yourself, as Seller, and Baltimore Contractors, Inc., as Buyer, of certain property situate in the Fourth Election District of Anne Arundel County, Maryland, be cancelled, upon a return by you to Baltimore Contractors, Inc., of all of the deposit money heretofore paid by the Buyer, pursuant to the terms of the Agreement.
>
> "Please evidence your acceptance of this letter as written cancellation of the subject Agreement, by affixing your signature, in the space provided."

On November 26, 1954, Mr. Coleman replied to Mr. Sullivan as follows:

> "Joseph Loeffler, Esq., of Baltimore, Maryland has forwarded to me your letter of November 1, 1954, together with an original and copy of a document prepared by you for my Execution. I have talked, by long distance telephone, with Joe Loeffler and he advised me that the form of the document was at his suggestion.
>
> "I told Joe I could not acceed at this point to the form of the document. My reason was that the document reads to the effect that I have requested that the Articles of Agreement, dated August 30, 1954, between Baltimore Contractors, Inc. and myself, be cancelled. That is not an accurate statement, because I do not wish the contract cancelled, but rather performance had thereof. Mr. Loeffler insists that in his opinion I have good title and am in a position to convey good title under the Agreement.
>
> "There have been some recent developements in connection with the matter of title, and I therefore suggest that you take this matter up further with Mr. Loeffler.
>
> "Of course, the down payment is still held by me intact as trustee, and you need have no concern as to my ability to return the same if, as and when that becomes necessary under the existing conditions.
>
> "Awaiting your further response,"

On December 21, 1954, Mr. Sullivan wrote to Mr. Coleman as follows:

> "Reference is made to your letter of November 26th in respect to the above matter.
>
> "The subject agreement was executed on the 30th day of August, 1954 and settlement, under the provisions of Clause 3 on page 3 of the Articles of Agreement, was to be made on or before the 30th day of September, 1954 in the offices of the Buyer. As you undoubtedly know, the Title Guarantee Company of this city has refused to guarantee the title to the property referred to in the contract for the reason that you, as Trustee, failed to report this sale to the Court and obtain a ratification of it. As of this date we are not aware of any steps having been taken to correct the objections to the validity of the title expressed by the Title

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Guarantee Company.

"As a result of the substantial delay in the settlement of this property, our client was forced to abandon its plans with respect thereto and make other arrangements. Even at this late date we are not informed that you have completed the steps that would be necessary in order to pass good title. Furthermore, we were advised by your counsel, Mr. Loeffler, an attorney of high repute in this city, that you yourself requested that the contract between the parties be cancelled. Of course, we were entitled to act in reliance on Mr. Loeffler's statement.

"We feel that the contract has been completely terminated and that the only obligation remaining is for you to return the deposit money."

And on December 24, 1954, Mr. Loeffler wrote the following letter to Mr. Sullivan:

"I have carefully read your letter of December 21st, in which a statement appears, which alludes to me, and which is not quite accurate.

"It has always been my position that the trustee acquired a good and conveyable title to the property. However, when no progress was being made in resolving the controversy, I took it upon myself to request the return of the contract for cancellation, but when this procedure on my part was communicated to Mr. Coleman, he felt that, out of deference to the interests of his client, he could not approve and ratify what I had done. Whereupon, when I saw you later, you will remember I informed you of this situation and that Mr. Coleman proposed to enforce the contract specifically, and, in all probability, by reporting the contract to the Court in the pending case for ratification, and promptly informing you thereof so that your client might except, thus bringing up for decision the objection the Title Company has interposed.

"I regret very much if what I did mislead your client, but I am writing so that the record may be set straight. However, I don't believe your client has suffered any prejudice by reason of it.

"With greetings of the season, I remain,"

On December 29, 1954, Mr. Coleman went to the office of the Purchaser, in Baltimore, and discussed the matter with a Mrs. Lambrow, executive secretary of the Corporation. According to his testimony, Mrs. Lambrow asked if the contract could be disposed of, and suggested that Mr. Coleman get in touch with two prospects who might be interested in buying the property. Mr. Coleman agreed to do so, although he advised Mrs. Lambrow that in doing so he was acting only for the interest of Baltimore Contractors, Incorporated, and would hold the Corporation liable for the difference, in the event that he succeeded in making a sale to either of the prospects for less than the amount specified in

the contract. On the other hand, Mr. John A. Beeman. Director of Subsidiaries of Baltimore Contractors , Incorporated, and Mr. Lawrence Hudson, another employee, who were at this meeting, while confirming Mr. Coleman's statement that Mrs. Lambrow had suggested to Mr. Coleman that the property be sold elsewhere, denied that there was any understanding that it would be sold at the risk of their Company. Mr. Beeman also testified that prior to that meeting he had urged Mr. Coleman on a number of occasions to take steps to complete the transaction. He went on to say that the Corporation had hired Mr. George W. Frank within two weeks after the execution of the agreement to take charge of and operate the concrete block plant, and, in addition thereto, certain other preparations had been made in anticipation of a settlement. When the Corporation understood that the contract had been cancelled, it abandoned its plans for operating this business. transferred the funds set aside for the purchase price to housing developments, and transferred Mr. Frank to the Housing Department of the Corporation. Mr. Hudson stated that at the conference Mr. Coleman had expressed himself as being reluctant to furnish the bond which the Title Company believed was necessary, since a judgment had been recorded against John R. Nelson prior to the execution of the contract, and, if this judgment were a valid lien, the amount thereof, together with the existing mortgage on the property, would consume most of the proceeds of the sale. According to his version of the interview between Mrs. Lambrow and Mr. Coleman, Mrs. Lambrow said that, since the deal was off, she would try to help Mr. Coleman to secure other purchasers. Mr. Coleman's version, on the other hand, was that he was friendly with the Corporation, and agreed to make the attempt to sell the property elsewhere as a matter of friendly accommodation. Mr. Casper M. Zacharski, Jr., a member of the Legal Department of the Corporation. testified that whenever he took up with Mr. Coleman the matter of completing the transaction, he was referred by him to Mr. Loeffler, who, in turn, told him that, in his opinion, the Title Company's objections were not valid. On November fifth, he informed Mr. Loeffler that his Company had to have

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some decision because the Subsidiary wanted to know whether it was going to acquire the plant or not, and Mr. Loeffler replied that he had not been able to work the matter out, and guessed that the contract would have to be cancelled. After this conversation, Mr. Zacharski sent him the letter on November fifth, which has been referred to.

On January 10, 1955, Mr. Coleman filed his bond in the cause, and thereafter reported the sale of the property to Baltimore Contractors, Incorporated. On a show cause order in the report of sale, Baltimore Contractors, Incorporated, excepted to the ratification of the sale, reciting its version of the negotiations, and the matter was heard in open Court on the thirty-first day of March, 1955.

The first question is whether or not the failure of the Trustee to file a bond at the time of the conveyance passed title to him. If no title passed to him, then the title offered to the Exceptant was not good and merchantable. This question must be determined by an examination and interpretation of the provisions of § 275, of Article 16, of the Code. This Section provides in part that "every trustee to whom any estate, real, personal or mixed, shall be limited or conveyed for the benefit of creditors, or to be sold for any other purpose, except upon a contingency, shall file with the clerk of the court in which the deed or instrument creating the trusts may be recorded, a bond ..... and no title shall pass to any trustee as aforesaid, until such bond shall be filed and approved as aforesaid, and no sale made by any such trustee without such bond shall be valid or pass any title to such property or estate." But it was urged on behalf of the Trustee that the transaction in this case falls within the exception set forth in that Section which reads as follows: "Provided, nevertheless, that this section shall neither apply to, nor include, any deed of trust by which land is conveyed to a trustee or trustees to sell, in whole or in part or parts, for the benefit either of the grantor or grantors in the said deed of trust or of the person or persons who have contributed or paid the consideration, other than love and affection, of the said deed of trust and is or are

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entitled thereunder to the proceeds of sale or sales made thereunder." It is contended, on behalf of the Trustee, that Clara Brown was the person who had contributed or paid the consideration, other than love and affection, of the deed of trust, and is entitled to the proceeds of the sale or sales. And it is further contended that the consideration of the deed of trust was a credit upon, and reduction of, the indebtedness of John R. Nelson to her, and that this credit upon an existing debt was a sufficient consideration to support the deed.

Prior to 1912, no such exception or proviso was in the statute. On June 24, 1911, in the case of Cummings vs. Wildman, 116 Maryland 307, arising on appeal from the Circuit Court for Prince George's County, the Court of Appeals held that a sale was null and void for non-compliance with the provisions of the said statute. The property in Prince George's County had been conveyed to a trustee in trust to hold the same for the sole use and benefit of the persons who had contributed - - - - - - - - - - - - - - - - - - - until the land and premises should have been sold. The persons who contributed to the purchase were named in the deed, and the conveyance was in trust to subdivide the land and sell off the parcels, and account to the Contributors for the proceeds. The Purchaser of one of the parcels objected to the title on the grounds that the aforesaid provisions of what was then § 205, of Article 16, were not complied with, and the Court sustained that contention. At the next session of the Legislature, in 1912, this Section was repealed and reinacted by Chapter 778 of the Laws of Maryland of 1912, and the reinactment contained the exception upon which the Trustee now relies. It is signigicant that the Act to repeal and reinact the aforesaid Section was introduced by a member of the Legislature from Prince George's County, and that it was provided that it should take effect from the date of its passage. An examination of the opinion of the Court in Cummings vs. Wildman, and the wording of the exception as added by the enactment in 1912, shows that the wording and phraseology are similar, and it is apparent that the draftsman had the case of Cummings vs. Wildman in mind when preparing the Bill.

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"Courts may seek the legislative intention by considering the facts of contemporary history, the prior state of the law, and the particular evil, abuse or defect which the statute was designed to correct and the remedy which was intended." (Department of Tidewater Fisheries vs. Sollers, 95 Atlantic (2) 306, at page 309). An exception or a proviso in a statute is to be construed strictly. (Johns vs. Hodges, 62 Maryland 525, at page 537). Since the facts in this case are not those in the case of Cummings vs. Wildman, which, in the opinion of this Court, Chapter 778 of the Acts of 1912 was designed to correct, this Court must hold that this transaction falls within the general provisions of § 275, and not within the exception.

The requisite bond was filed by the Trustee on January 10, 1955, and the question now arises as to whether the Exceptant may be required to take title at this time, the defect in the title, having been remedied something over three months after the expiration of the time provided for the performance of the contract. The contract did not contain the provision that "time was of the essence," and, in the absence of such a provision, a reasonable time is allowed. What amounts to a "reasonable time", depends upon the facts in each case; and, in the case of a defective title, it is unquestioned that the sellers are entitled to reasonable time, after being notified by the buyer of the defect, to perfect it. The testimony in this case shows that the Trustee was notified on or before September thirtieth of the objection to the title, and it was uncontradicted that he made no attempt to cure this defect until January of the following year. If this had been the usual sale of real estate, such a length of time may possibly have not been unreasonable. But in this case, as the Exceptant points out, the sale of the real estate was incidental to the sale of a "going business". The Exceptant has testified that when it was unable to secure a good title to the property, it abandoned its plans for engaging in the concrete block manufacturing business, and diverted its funds and its personnel to other projects. The Court is of the opinion

90 that it would be inequitable to compel the Purchaser at this date, in

view of the lack of diligence on the part of the Seller, to acquire a business in which it is no longer interested. (Acme Building Company vs. Mitchell, 129 Maryland 406; Doering vs. Fields, 187 Maryland 484; and Emkey vs. Siegel, 192 Maryland 571).

In view of this conclusion, it is not necessary to decide the questions of estoppel or mutual rescission raised by the Exceptant.

The exceptions must be sustained.

John Macgill
Judge.

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IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

CLARA C. BROWN,	)(		
PLAINTIFF	)(		
vs.	)(	No. 11,005	Equity
JOHN R. NELSON,	)(		
DEFENDANT	)(		

DECREE SUSTAINING EXCEPTIONS

This case coming on for hearing and being submitted, testimony was taken in open Court, counsel were heard, and the proceedings read and considered.

It is thereupon, this twenty-eighth day of April, 1955, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED AND DECREED that the exceptions filed herein by Baltimore Contractors, Incorporated, to the ratification of the sale repored by Irving W. Coleman, Trustee, be, and the same are hereby, sustained; and it is further ORDERED AND DECREED that the petitioner, the said Irving W. Coleman, Trustee, return to the respondent, Baltimore Contractors, Incorporated, the deposit of $2,500.00 heretofore paid by the respondent to the petitioner.

JUDGE

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Filed 28 apr., 1955

CLARA BROWN, : No. 11,005 Equity

Plaintiff, In The Circuit Court

vs. For

JOHN R. NELSON, : Anne Arundel County.

Defendant.

PETITION TO RATIFY SALE

To The Honorable, The Judges of said Court:

The petition of Irving W. Coleman, trustee, respectfully shows:-

1. That by decree of this Court dated January 4, 1955, he was appointed trustee to sell the realty and personalty conveyed to him as trustee for Clara Brown by deed from John R. Nelson et al dated July 22, 1954 recorded among the land records of this County in liber J.H.H. 849 folio 36, and was authorized and directed to sell the same at public or private sale in his discretion. That after posting bond as required by said decree and having complied with all other pre-requisites of said decree, he reported a private sale to Baltimore Contractors, Inc., which was not ratified, and which has been set aside by decree of this Court.

2. That said property was subject to a mortgage to Enterprise Federal Savings and Loan Association, and foreclosure proceedings were instituted and mortgage foreclosure sale was to be held on July 13, 1955 at 2.00 P.M., under which said property would have been lost to the trustee and to all parties to this cause, in its entirety. At the last day or two before foreclosure sale, Walton D. Wilson and Frankie D. Wilson, through their agent and attorney, Frankie Wilson, commenced to negotiate with this petitioner to purchase said property, and on the day set for the foreclosure sale, petitioner reached an agreement for sale of the property to them, which agreement is filed herewith as Exhibit 1, and the mortgagee agreed to call off its foreclosure sale only if five thousand dollars should be paid on account of the mortgage indebtedness, and to save the property from being lost under foreclosure the said purchasers from this petitioner paid that sum to the mortgagee on account of said mortgage debt.

3. That the petitioner believes that the price of twenty thousand dollars for the property, stated in said agreement, is the highest price he could obtain for the property sold thereunder and represents the fair and reasonable value thereof, the terms of sale being as stated in said agreement filed herewith.

93 Filed 14 July, 1955

Respectfully submitted,

Irving W. Coleman Trustee
Irving W. Coleman

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that on this 13th day of July, 1955, before the subscriber, a notary public of the State of Maryland in and for Anne Arundel County, personally appeared Irving W. Coleman, trustee, and he made oath in due form of law that the matters and facts set forth in the aforegoing petition are true and bonafide as therein stated, that he has not received and was not able to obtain any higher offer for the property than that therein reported, that said sale was fairly made, and it is for the best interests of all persons interested in the property that this sale be ratified and confirmed. Witness my hand and notarial seal.

Emanuel Lawans Notary Public
Emanuel Lawans

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THIS AGREEMENT, made this 13th day of July, 1955, by and between Irving W. Coleman, trustee under the hereinafter mentioned deed of trust of record and trustee under decree of the Circuit Court for Anne Arundel County passed in the case of Clara Brown vs. John R. Nelson, No. 11,005 Equity, of the first part, vendor; and Walton D. Wilson and Frankie D. Wilson, of the second part, vendees,

WITNESSETH, that subject to obtaining the approval of and ratification by the Circuit Court for Anne Arundel County, Irving W. Coleman, trustee as aforesaid, hereby agrees to sell to Walton D. Wilson and Frankie D. Wilson, and the latter hereby agree to purchase from the former, (1) all of the land, buildings thereon, and appurtenances thereto, described in a deed from John R. Nelson and wife to Irving W. Coleman, trustee, dated 7/22/54, recorded among the land records of Anne Arundel County, Maryland, in liber J.H.H. ~~[illegible]~~ 849 folio 36, and being the same property decreed to be sold by the above decree, title to be subject to a reservation to the United States of atomic materials specified in a deed from Harold E. Slanker etal to John R. Nelson dated 3/16/53 recorded among said land records in liber J.H.H. 744 folio 57; (2) All the rights, if any, of Irving W. Coleman, trustee, under lease of machinery made by W. E. Dunn Mfg. Co. to John R. Nelson May 18, 1954, under which John R. Nelson paid rentals aggregating fifteen hundred and seventy-four dollars and seventy-eight cents ($1,574.78), which lease was assigned by John R. Nelson to Irving W. Coleman, as trustee for Clara Brown, on July 22, 1954, itbeing understood and agreed that Irving W. Coleman, trustee, does not warrant that any rights exist under said lease and assignment to him. (3) All the right, title and interest, if any, of Irving W. Coleman, Trustee, in and to all other chattels and personalty contained in said premises, without any warranty of any title thereto.

AT AND FOR A TOTAL PURCHASE PRICE Of twenty-thousand dollars ($20,000.00), less the amount of the mortgage indebtedness of John R. Nelson and wife to Enterprise Federal Savings and Loan Association secured upon this property, the amount of which mortgage would have been fifteen thousand six hundred and fifty-four dollars and 19/100 but in order to preserve the property from foreclosure Irving W. Coleman, Trustee, has heretofore made payments out of his personal funds on account of same so that the present amount owed thereunder is fourteen thousand two hundred and four dollars and nineteen cents ($14,204.19), which balance the purchasers are to assume and is to be deducted from said sales price, leaving a balance of five thousand seven hundred and ninety-five dollars and eighty-one cents ($5,795.81), to be paid to said trustee in

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Exhibit No. 1
Filed 14 July, 1955.

full payment of said sales price, of which balance a deposit of twenty-five hundred dollars ($2,500.00) has been paid, receipt of which is hereby acknowledged, balance to be paid within fifteen days after final ratification of this sale by said Court.

Upon payment in full of said purchase price and final ratification of this sale by said Court, said trustee will execute a deed conveying all of his right, title, interest and estate at law or equity, in and to the said property, and all of the right, title, interest and estate at law or equity of all parties to this cause and of all persons claiming by, from, through, or under them or any of them, in and to said property, to the purchasers and their heirs and assigns. State and federal documentary stamps to be paid one-half by vendor, and one-half by the purchasers. All taxes, public dues and charges to be pro-rated to date of transfer.

It is understood and agreed that purchasers are entering this contract with agreement that the title to be conveyed to them shall be free of the lien, if any, of the judgment of Harold E. Slanker et al mentioned in said equity cause, otherwise this contract shall become void and there shall be no obligation thereunder on the part of either the vendor or the purchasers.

WITNESS the hands and seals of the parties.

Attest:

Emanuel Klawans

Irving W. Coleman Trustee (SEAL)
Irving W. Coleman, trustee

Walton D. Wilson (SEAL)
Walton D. Wilson

Frankie D. Wilson
by Frankie D. Wilson

CLARA BROWN : No. 11,005 Equity

vs. In The Circuit Court For

JOHN R. NELSON : Anne Arundel County

AFFIDAVIT OF APPRAISERS

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that on this 12th day of August, 1955, before the subscriber, a notary public of the State of Maryland in and for Anne Arundel County, personally appeared William H. Riley, Supervisor of Assessments for Anne Arundel County, and Edward N. C. Bradley, Transfer Clerk for Anne Arundel County, and they did severally make oath in due form of law that each of them is familiar with values of real and personal property in Anne Arundel County and in the vicinity of the property mentioned in this proceeding and have a number of years experience in appraising same , that they have examined the real estate mentioned in these proceedings and in the report of sale of Irving W. Coleman, Trustee, dated July 13, 1955 filed in the above case and they have appraised the same as per attached report filed herewith and incorporated herein, and that they believe that the price for which the same was sold was a fair and adequate one. Witness their signatures and my notarial seal.

William H Riley

Edward NC Bradley

Emanuel Clowars Notary Public

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Filed 12 Aug., 1955

Annapolis, Md.
July 29, 1955

Mr. Emanuel Klawans
Attorney at Law
Annapolis, Md.

Dear Sir:

In accordance with your request for an appraisal of property owned by Irving W. Coleman, Trustee for Clara C. Brown, known as five (5) Acres situated on Southwest side of the old Telegraph Road, extending through to the Pennsylvania Railroad Right of Way improved by a concrete Block building used as a concrete Block Manufacturing Plant, it is our opinion that the fair market value of this property comprising land and buildings is $12,000.00. The land is well suited for industrial purposes being located on a public highway and a railroad facility though there is no side track spur in to the property. We were unable to inspect the interior equipment and its value therefore is excluded from the realty and is appraised at such sum as the trustees equity in and to said personal property may be which we are informed is the sum of $1,500.00.

This appraisal is based on experience of (1) William H. Riley, Supervisor of Assessments for A.A. County, Maryland, 10 years and is a certified Assessment Evaluator as designated by the National Association of Assessing Officers and (2) Edward N.C. Bradley, 12 years experience appraising all types of property in A.A. County for Court and other purposes.

Respectfully submitted:

William H. Riley
William H. Riley

Edward N. C. Bradley
Edward N. C. Bradley

Exhibit
98 Filed 12 Aug., 1955

LIBER 96 PAGE 321

ORDER NISI

Clara C. Brown

versus

John R. Nelson

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,005 Equity

Ordered, this 12 day of August, 19 55, That the sale of the Real and Personal Property in these Proceedings mentioned, made and reported by Irving W. Coleman, Trustee, appointed by a Deed of Trust and by a Decree of this Court,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19 day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19 day of September next.

The report states that the amount of sale was $ 20,000.00.

George T. Cromwell, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Filed 12 Aug., 1955.

Clara C. Brown

versus

John R. Nelson

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 21st day of September, 1955 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

Filed 21 Sept., 1955.

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LIBER 96 PAGE 322

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. 11,005 Equity

CLARA C. BROWN
Vs.
JOHN R. NELSON

Ordered, this 12th day of August, 1955, That the sale of the Real and Personal Property in these Proceedings mentioned, made and reported by Irving W. Coleman, Trustee, appointed by a Deed of Trust and by a Decree of this Court, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19th day of September next.

The report states that the amount of sale was $20,000.00.

GEORGE T. CROMWELL, Clerk.

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

s-8

M. G - 9152

100

CERTIFICATE OF PUBLICATION

Annapolis, Md., Sept. 21, 1955

We hereby certify, that the annexed

Order Nisi - Sale
Equity 11005
John R. Nelson

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 19th day of September, 1955. The first insertion being made the 18th day of August, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

Filed 21 Sept., 1955

In the Case of LIBER 96 PAGE 323

Clara C. Brown

VS.

John R. Nelson

In the

Circuit Court

For

Anne Arundel County

No. 11,005 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 17, 1956

All of which is respectfully submitted.

Laura K. Jacklin
Auditor.

Filed 24th Feb 1956

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Dr. Clara C. Brown vs. John R. Nelson in ac.

To Trustee for Commissions, viz:	630	00	630	00
To Trustee 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	124	75		
Jos. W. Alton, Jr. - Sheriff's costs	2	90		
Jos. C. Deegan - Sheriff's costs		75		
Katharine H. McCutchan - balance due for Stenographer's fees	20	00		
Auditor - stating this account	22	50	190	90
To Trustee for Expenses, viz:				
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Globe Indemnity Co. - 1955 bond premium	100	00		
Globe Indemnity Co. - bond premium 3/10/56	16	67		
Irving W. Coleman - refund amounts paid to William H. Riley and Edward N. C. Bradley for appraisals and affidavits (Order 1/6/56)	20	00		
Emanuel Klawans - refunding amounts paid for following items: (Order 1/6/56)				
Royal Wigley - appraisal and testimony	25	00		
Chipman W. Cunningham - Examiner's fee	10	00		
Katharine H. McCutchan - testimony of Royal H. Wigley	5	00		
Lock, nails and hardware	8	00		
Labor - inventory of chattels, lock, board and nail up windows and doors	15	00		
Emma E. Potak - notary fees	3	50		
One-half Federal documentary stamps	11	00		
One-half State documentary stamps	11	00	239	17
To Trustee for Taxes, viz: 1955State and County taxes ($127.94) adjusted - 9 months 4 days	96	08	96	08

To Trustee for Liens, viz:				
Enterprise Federal Savings & Loan Ass'n of Annapolis, mortgagee -				
Balance due on mortgage	14,204	19		
Insurance premium paid by mortgagee	33	53		
Foreclosure Expenses - #11,387 Equity:				
Capital-Gazette Press - advertising sale	86	24		
Clerk of Court - Court costs	21	00		
Speer Publications, Inc. - handbills	15	00		
George W. Scible - auctioneer	25	00		
Recording assignment	1	00		
Notary fee		50		
Irving W. Coleman - five monthly payments of $290.00 each made on account of above mortgage (Order 1/6/56)	1,450	00		
			15,836	46
Harold E. Slanker - amount stipulated to be paid on account of judgment - No. 5631 Law - (Order 9/16/55)	700	00	700	00
To Clara C. Brown - this balance	2,313	57	2,313	57
			20,006	18

with

Irving W. Coleman, Trustee

Cr.

1955				
July	13	Proceeds of Sale (Contract dated 7/13/55)	20,000 00	20,000 00
		Refund on fire insurance premium	6 18	6 18
				20,006 18

ORDER NISI LIBER 96 PAGE 327

Clara C. Brown

VERSUS

John R. Nelson

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,005 Equity.

ORDERED, This 24th 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.

Filed FEB 24 1956 George J. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 3d day of April, 1956, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Nicholson

Judge

Filed: 3 Apr 1956.

LIBER 96 PAGE 328

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
NO. 11,005 EQUITY

Clara C. Brown
versus
John R. Nelson.

Ordered, this 24th 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-15

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 2, 1956

We hereby certify, that the annexed

Order Nisi
Eq. 11,005
Auditor account
John R. Nelson

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 2nd day of April, 1956. The first insertion being made the 1st day of March, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

No. M.G. _____

By H. Tilghman

105

Filed: 3 Apr. 1956.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

EQUITY NO. 11,532

FRANKIE WILSON & SONS, INC.,
a body corporate
25 Baltimore Annapolis Blvd. NW
Glen Burnie, Maryland

Complainant

Vs.

PAUL JACKSON and
STELLA JACKSON, his wife
540 South Paca Street
Baltimore 30, Maryland,

and

CATHERINE CLICK and
MCCOY CLICK, her husband
619 North Paca Street
Baltimore 1, Maryland

and

COLUMBUS H. BROMWELL and
CARRIE BROMWELL, his wife
815 West 33rd Street
Baltimore 11, Maryland

and

HARRIET ARMES
605 Florence Street NE
Washington, D.C.

and

VIRGINIA BERRY
203 F Street SW
Washington, D.C.

and

HOSEA COOK and
HATTIE COOK, his wife
332 56th Street NE
Washington, D.C.

and

FANNIE DORSEY and
HENSEN DORSEY, her husband
625 West Lanvale Street
Baltimore, Maryland

and

LAURA MEADE and
WILLIAM SCOTT
818 North Central Avenue
Baltimore 2, Maryland

and

ANNIE E. MUNNERLYN
608 North Alfred Street
Alexandria, Virginia

Filed: 18 Oct 1955

GEORGE A. PARKER and
MAGGIE IVERSON
1922 13th Street NW
c/o George Parker
Washington, D.C.

and

CAMMIE PAYNE
121 Mount Street
Baltimore, Maryland

and

ROSE WHITFIELD
c/o Walter Dye
R.F.D. #1
Cranbury, New Jersey

and

MOSES F. THOMPSON
Boontown, New Jersey

and

GILBERT WOODEN and
CARRIE WOODEN
125 West 133rd Street
New York, New York,

if living, and if deceased, their heirs and devisees and all persons claiming to have an interest in Lot 834, Patapsco Park; Lots 100-101, Patapsco Park; Lot 41 and 42, Block "U", Grande View Park, Fifth Election District of Anne Arundel County; and Lots 22 Block "B", Colonial Park; Lot 19 Block "B", Colonial Park; Lots 1-2, Block "A"-"E" Colonial Park; Lot 17 Block "V" Colonial Park; Lots 3-4 Block "A" Colonial Park; Lot 8 Block "D" Colonial Park; Lots 1-2 Block "P" Colonial Park; Lots 12-13 Block "D" Colonial Park; Lots 1-2 Block "L" Colonial Park; Lot 13, Block "M" Colonial Park, Fourth Election District of Anne Arundel County and Lot 853, Plat 1, Patapsco Park, Fifth Election District of Anne Arundel County

RESPONDENTS

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Complainant, complaining, says:

1. That Frankie Wilson purchased in fee simple, at public sale for taxes, from the Treasurer of Anne Arundel County, Maryland, on October 11, 1954, the following property:

2

Lot 834, Patapsco Park, by deed recorded among the Land Records of Anne Arundel County on October 28, 1948 in Liber J.H.H. 497, folio 338, as will more fully appear by reference to Tax Collector's Certificate No. 2506, which was issued to said Frankie Wilson and by her assigned to Frankie Wilson and Sons, Inc. which Certificate is filed herewith and marked "Complainant's Exhibit No. 1" and prayed to be read as a part hereof;

Lots 100 and 101, Patapsco Park, by deed dated August 4, 1949, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 533, folio 309, at the same tax sale, as will more fully appear by reference to Tax Collector's Certificate No. 2507, which was issued to Frankie Wilson and by her transferred to Frankie Wilson and Sons, Inc. which Certificate is filed herewith marked "Complainant's Exhibit No. 2" andprayed to be read as a part hereof;

Lots 41 and 42, Block "U", Grande View Park, by deed recorded among the Land Records of Anne Arundel County in Liber W.M.B. 22, folio 98, dated February 26, 1926, as will more fully appear by reference to Tax Collector's Certificate No. 2380, which was issued to said Frankie Wilson and by her transferred to Frankie Wilson &Sons, Inc. which Certificate is filed herewith and marked "Complainant's Exhibit No. 3" and prayed to be read as a part hereof;

Lot 22, Block B, Colonial Park, by deed recorded among the Land Records of Anne Arundel County April 17, 1923, in Liber W.N.W. 70, folio 443, as will more fully appear by reference to Tax Collector's Certificate No. 2369, which was issued to Frankie Wilson and by her transferred to Frankie Wilson & Sons, Inc. which Certificate is filed herewith marked "Complainant's Exhibit No. 4" and prayed to be read as a part hereof;

Lot 19, Block "B", Colonial Park, by deed dated October 5, 1922, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 62, folio 137, as will more fully appear by reference to Tax Collector's Certificate No. 2370, which was issued to said Frankie Wilson and by her transferred to Frankie Wilson & Sons, Inc. which Certificate is filed herewith and marked "Complainant's Exhibit No. 5" and prayed to be read as a part hereof;

Lots 1 and 2, Block "A-E", Colonial Park, by deed dated August 23, 1923, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 69, folio 220, as will more fully appear by reference to Tax Collector's Certificate No. 2371, which was issued to Frankie Wilson and by her transferred to Frankie Wilson & Sons, Inc. which Certificate is filed herewith marked "Complainant's Exhibit No.6" and prayed to be read as a part hereof;

Lot 17 Block "V", Colonial Park, by deed dated September 2, 1925, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 14, folio 152, as will more fully appear by reference to Tax Collector's Certificate No. 2372, which was issued to said Frankie Wilson and by her transferred to Frankie Wilson & Sons, Inc. which Certificate is filed herewith and marked "Complainant's Exhibit No. 7" and prayed to be read as a part hereof;

Lots 3 and 4, Block "A", Colonial Park, by deed dated August 25, 1931, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 89, folio 360,as will more fully appear by reference to Tax Collector's Certificate No. 2374, which was issued to Frankie Wilson and by her transferred to Frankie Wilson & Sons, Inc., which Certificate is filed herewith marked "Complainant's Exhibit No.8" and prayed to be read as a part hereof;

Lot 8, Block "D", Colonial Park, by deed dated September 5, 1923, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 80, folio 182, as will more fully appear by reference to Tax Collector's Certificate No. 2375, which was issued to Frankie Wilson and by her transferred to Frankie Wilson& Sons, Inc. , which Certificate is filed herewith marked "Plaintiff's Exhibit No. 9" and prayed to be read as a party hereof;

Lots 1 and 2 Block "P", Colonial Park, by deed dated June 2, 1925, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 109, folio 138, as will more fully appear by reference to Tax Collector's Certificate No. 2376, which was issued to Frankie Wilson and by her transferredto Frankie Wilson & Sons, Inc., which Certificate is filed herewith marked "Complainant's Exhibit No. 10" and prayed tobe read as a part hereof;

Lots 12 and 13, Block "D", Colonial Park, by deed dated June 8, 1938, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 184, folio 108, as will more fully appear by reference to Tax Collector's Certificate No. 2377, which was issued to Frankie Wilson and by her transferred to Frankie Wilson and Sons, Inc. which Certificate is filed herewith marked "Complainant's Exhibit No. 11" and prayed to be read as a part hereof;

Lots 1 and 2, Block "L"Colonial Park, by deed dated July 23, 1951, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 633, folio 416, as will more fully appear by reference to Tax Collector's Certificate No. 2379, which was issued to Frankie Wilson and by her transferred to Frankie Wilson & Sons, Inc. which Certificate is filed herewith marked "Complainant's Exhibit No. 12" and prayed to be read as a part hereof;

Lot 13, Block M, Colonial Park, by deed dated June 1, 1925, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 110, folio101, as will more fully appear by reference to Tax Collector's Certificate No. 2378, which was issued to Frankie Wilson and by her transferred to Frankie Wilson & Sons, Inc., which Certificate is filed herewith marked "Complainant's Exhibit No. 13" and prayed to be read as a part hereof;

Lot 853, Plat 1, Patapsco Park, by deed dated July 22, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 370, folio 348,as will more fully appear by reference to Tax Collector's Certificate No. 2507, which was issued to Frankie Wilson and by her transferred to Frankie Wilson & Sons, Inc. which Certificate is filed herewith marked "Complainant's Exhibit No. 14" andprayed to be read as a part hereof.

2. That the properties mentioned in said Certificates are identically the same more particularly described by

Deed from the Patapsco Park Land Company to Paul and Stella Jackson, recorded among the Land Records of Anne Arundel County on or about October 28, 1948, in Liber J.H.H. 497, folio 338, as to Lot 834, Patapsco Park.

Deed from Noah A. Hillman, Trustee, to Catherine Click and McCoy Click, her husband, dated August 4, 1949, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 533, folio 309, as to Lots 100 and 100, Patapsco Park.

Deed from Gradde View Park to Columbus H. and Carrie Bromwell, recorded among the Land Records of Anne Arundel County in February 26, 1927, in Liber W.M.B. 22, folio 98, as to Lots 41 and 42, Block "U", Grande View Park.

4

April 17, 1923,

Deed from Colonial Park Company to Harriet Armes, recorded on / among the Land Records of Anne Arundel County in Liber W.N.W. 70, folio 443, as to Lot 22 Block "B", Colonial Park.

Deed from Colonial Park Company to Virginia Berry, recorded among the Land Records of Anne Arundel County on October 5, 1922 in Liber W.N.W. 62, folio 137, as to Lot 19, Block B, Colonial Park.

Deed from Colonial Park Company to Hosea and Hattie Cook, recorded among the Land Records of Anne Arundel County on August 23, 1923, in Liber W.N.W. 69, folio 220, as to Lots 1 and 2, Block "A-E" Colonial Park.

Deed from Colonial Park Company to Fannie and Henson Dorsey, recorded on or about September 2, 1925, among the Land Records of Anne Arundel County in Liber W.N.W. 14, folio 152, as to Lot 17 Block "V", Colonial Park.

Deed from Colonial Park Company to Laura Meade and William Scott, recorded on August 25, 1931, among the Land Records of Anne Arundel County in Liber F.S.R. 89, folio 360, as to Lots 3 and 4, Block A, Colonial Park.

Deed from Colonial Park Company to Annie E. Munnerlyn, recorded on September 5, 1923, among the Land Records of Anne Arundel County in Liber W.N.W. 80, folio 182, as to Lot 8, Block "D", Colonial Park.

Deed from Colonial Park Company to George A. Parker and Maggie Iverson, recorded on June 2, 1925, among the Land Records of Anne Arundel County in Li er W.N.W. 109, folio 138, as to Lot 1 and 2, Block "P", Colonial Park.

Deed from Colonial Park Company to Cammie Payne, dated June 8, 1938, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 184, folio 108, as to Lots 12 and 13, Block D, Colonial Park.

Deed from Hattie Reed to Rose Whitfield, recorded on July 23, 1951, among the Land Records of Anne Arundel County in Liber J.H.H? 633, folio 416, as to Lots 1a nd 2 Block L, Colonial Park.

Deed from Colonial Park Company to Moses F. Thompson, recorded among the Land Records of Anne Arundel County on June 1, 1925, in Liber W.N.W. 110, folio 101, as to Lot 13, Block "M", Colonial Park.

Deed from Patapsco Park Land Company to Gilbert and Carrie Woolen , dated July 22, 1946,and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 370, folio 348.

3. That on October 11, 1954, the date of sale by the Collector and Treasurer of said lots:

Paul Jackson and Stella Jackson, his wife, were assessed with and owned Lot 834, Plat of Patapsco Park

Catherine Click and McCoy Click, her husband, were assessed with and owned Lots 100 and 101, Plat of Patapsco Park;

Columbus H. and Carrie Bromwell, his wife, were assessed with and owned Lots 41 and 42, Block "U", Grande View Park;

Harriet Armes was assessed with and owned Lot 22, Block B, on Plat of Colonial Park.

5

Virginia Berry was assessed with and owned Lot 19, Block B, on Plat of Colonial Park;

Hosea and Hattie Cook were assessed with and owned Lots 1 and 2, Block A-E, Plat of Colonial Park;

Fannie and Henson Dorsey were assessed with and owned Lot 17, Block V, Plat of Colonial Park;

Laura Meade and William Scott were assessed with and owned Lots 3 and 4, Block A, Colonial Park;

Annie E. Munnerlyn was assessed with and owned Lot 8, Block D, Plat of Colonial Park;

George A. Parker and Maggie Iverson were assessed andowned Lots 1 and 2, Block P, Colonial Park;

Cammie Payne was assessed with and owned Lots 12 and 13, Block D, Colonial Park;

Rose Whitfield was assessed with and owned Lots land 2, Block L, Colonial Park;

Moses F. Thompson was assessed with and owned Lot 13, Block M, Colonial Park;

Gilbert and Carrie WooDen were assessed with and owned Lot 853, Plat 1, Patapsco Park;

AND according to the Land Records of Anne Arundel County, the Equity Records of Anne Arundel County, and the Records of Orphans' Court for Anne Arundel County, title to the aforesaid lots were respectively vested in Paul Jackson and Stella Jackson, his wife; Catherine Click and McCoy Click, her husband; Colombus H. Bromwell and Carrie Bromwell, his wife; Harriet Armes; Virginia Berry; Hosea Cook and Hattie Cook, his wife; Fannie Dorsey and Hensen Dorsey, her husband; Laura Meade and William Scott; Annie E. Munnerly; George A. Parker and Maggie Iverson; Cammie Payne; Rose Whitefield; Moses F. Thompson; and Gilbert Woolen and Carrie Woolen, his wife.

4. To redeem said properties, the following amounts are necessary:

Paul and Stella Jackson	$15.78
Catherine Click and McCoy Click	43.87
Columbus H. and Carrie Bromwell	18.98
Harriet Armes	12.80
Virginia Berry	12.80
Hosea and Hattie Cook	21.79
Fannie and Henson Dorsey	12.90
Laura Meade and William Scott	13.39
Annie E. Munnerlyn	12.96
George A. Parker and Maggie Iverson	13.14
Cammie Payne	13.38
Rose Whitfield	13.15
Moses F. Thompson	12.80
Gilbert and Carrie WooDen	15.78

with interest from October 11, 1954, all taxes, interest and penalties accruing subsequent to the date of sale, and reimburse the Complainant for

amounts due under Sections 90*J and 90-K of Article 81 of the Annotated Code of Maryland (1943 Supplement) as amended.

5. Said properties have not been redeemed by any party of interest, although more than one year and a day from date of sale has expired.

6. The Complainant prays for process directed to the above named Respondents:

Paul Jackson and Stella Jackson, his wife, 540 South Paca Street, Baltimore 30, Maryland

Catherine Click and McCoy Click, her husband, 619 North Paca Street, Baltimore 1, Maryland

Columbus H. Bromwell and Carrie Bromwell, his wife, 815 West 33rd Street, Baltimore 11, Maryland

Harriet Armes, 605 Florence Street, NE, Washington, D.C.

Virginia Berry, 203 F Street SW, Washington, D.C.

Hosea Cook and Hattie Cook, his wife, 332 56th Street, NE, Washington, D.C.

Fannie Dorsey and Hensen Dorsey, her husband, 625 West Lanvale Street, Baltimore, Maryland

Laura Meade and William Scott, 818 North Central Avenue, Baltimore 2, Maryland

Annie E. Munnerlyn, 608 North Alfred Street, Alexandria, Virginia

George A. Parker and Maggie Iverson, 1922 13th Street, NE Washington, D.C. c/o George Parker

Cammie Payne, 121 Mount Street, Baltimore, Maryland.

Rose Whitfield, c/o Walter Dye, R.F.D. #1, Crambury, New Jersey

Moses F. Thompson, Boontown, New Jersey

Gilbert Woolen and Carrie Woolen, 125 West 133rd Street, New York, New York.

A copy of this Bill of Complaint has been mailed to each of the aforesaid Respondents, at the aforesaid addresses.

7. The Complainant prays for an Order of Publication directed to all parties of interest.

8. The Complainant prays the Court to pass a final decree, foreclosing all rights of redemption of the Respondents, their heirs and assigns, in and to the aforesaid properties.

AND as in duty bound, etc.

Frankie Wilson

Frankie Wilson, Solicitor for Complainant
25 Baltimore-Annapolis Blvd. NW.
Glen Burnie, Maryland

FRANKIE WILSON & SONS, INC.

By: Walton D. Wilson

Walton D. Wilson, Vice President

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO wit:

I HEREBY CERTIFY, that on this 17 day of October, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Walton D. Wilson, Vice-President of Frankie Wilson and Sons, Inc., the Complainant in the above Bill of Complaint, and made oath in due dorm of law that the matters and facts set forth therein are true to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Mary Margaret Forsyth

Mary Margaret Forsyth, Notary Public

Complainant's Exhibit No. 1.

LIBER 96 PAGE 337

Nº 2506 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 11th 1954, I sold to F. Wilson at public auction for the sum of 60 Dollars and 00 Cents, of which 15.78 Dollars has been paid as a deposit on the property in 5th district described as Lot 834 25X 100 as shown on the plan of Catalpa Park

and assessed to Paul & Stella [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 12th 1955, 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 11 day of Oct 1954

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11 day of October, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 2, 1955

Glen Burnie, Md. October 17, 1955

FOR VALUE RECEIVED, I hereby assign the within Certificate of Tax Sale unto Frankie Wilson & Sons, Inc.

9 Margaret Forsyth
483.36 Margaret Forsyth

Frankie Wilson
Frankie Wilson

Complainant's Exhibit No. 2 LIBER 96 PAGE 338

Nº 2400 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 11th 1954, I sold to F. Wilson at public auction for the sum of 100 Dollars and 00 Cents, of which 43.87 Dollars has been paid as a deposit on the property in 5 Dist. described as Lots 100 - 101 25 X 100 Ea. Imps as shown on the plan of Patapsco Park

and assessed to Catherine Click & MC Coy Hurst

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 12th 1955, 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 11 day of Oct 1954

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11 day of October, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H Griscom Sr, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 2, 1953

Glen Burnie, Md. October 17, 1955

FOR VALUE RECEIVED, I hereby assign the within Certificate of Tax Sale unto Frankie Wilson & Sons, Inc.

10 Margaret Forsyth
Margaret Forsyth

Frankie Wilson
Frankie Wilson

Complainant's Exhibit No. 3

LIBER 96 PAGE 339

Nº 2380 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 11th 1954, I sold to F Wilson at public auction for the sum of 40 Dollars and 00 Cents, of which 18.88 Dollars has been paid as a deposit on the property in described as Lots 41-42 Blk H as shown on the plat of Grande View Park.

and assessed to Columbus H + Carrie Brannock

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 12th 1955, 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 11 day of Oct 1954

Joseph H Griscom Sr
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11 day of October, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H Griscom Sr, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public

My Commission Expires May 2 1955

Glen Burnie, Md. October 17, 1955

FOR VALUE RECEIVED, I hereby assign the within Certificate of Tax Sale unto Frankie Wilson & Sons, Inc.

Margaret Forsyth — Frankie Wilson

Margaret Forsyth — Frankie Wilson

11

Complainant's EXHIBIT NO. 4

LIBER 96 PAGE 340

Nº 2369 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 11th 1954, I sold to F. Wilson at public auction for the sum of 16 Dollars and 00 Cents, of which 12.80 Dollars has been paid as a deposit on the property in 4 Dist described as Lot 22 Blk B. as shown on the plan of Colonial Park and assessed to Harriett Armes

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 12th 1955, 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 11 day of oct 1954

Joseph H. Griscom
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11 day of October, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom 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

October 17, 1955 -Glen Burnie, Md.

FOR VALUE RECEIVED, I hereby assign the within Certificate of Tax Sale unto Frankie Wilson & Sons, Inc.

Witness Margaret Forsyth
MARGARET FORSYTH

Frankie Wilson
Frankie Wilson

Complainant's EXHIBIT NO. 5

LIBER 96 PAGE 341

Nº 2370 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 11th 1954, I sold to F. Wilson at public auction for the sum of 12 Dollars and 80 Cents, of which 12.80 Dollars has been paid as a deposit on the property in 4 Dist. described as Lot 19 Block B. as shown on the Plat of Colonial Park.

and assessed to Virginia Berry

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 12th 1955, 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 11 day of Oct 19 54

Joseph H. Griscom
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11 day of October, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 2, 1955

October 17, 1955 - Glen Burnie, Md.

FOR VALUE RECEIVED, I hereby assign the within Certificate of Tax Sale unto Frankie Wilson & Sons, Inc.

13 Margaret Forsyth
MARGARET FORSYTH

Frankie Wilson
Frankie Wilson

Complainant's EXHIBIT NO. 6

LIBER 96 PAGE 342

Nº 2371 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 11th 1954, I sold to J Wilson _____ at public auction for the sum of 21 Dollars and 79 Cents, of which 21.79 Dollars has been paid as a deposit on the property in 4 District described as Lots 1-2-Block a E as shown on the plat of Colonial Park _____ and assessed to Hosea + Hattie Cook

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 12th 1955, 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 11 day of oct 1954

Joseph H. Griscom Jr
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11 day of October, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom 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,

Millie Elizabeth Sterling
Notary Public.

My Commission Expires May 2, 1955

October 17, 1955 Glen Burnie, Md.

FOR VALUE RECEIVED, I hereby assign the within Certificate of Tax Sale unto Frankie Wilson & Sons, Inc.

Margaret Forsyth
MARGARET FORSYTH

Frankie Wilson
Frankie Wilson

Complainant' EXHIBIT NO. 7

LIBER 96 PAGE 343

No 2372 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 11th 1954, I sold to D. Hudson at public auction for the sum of 25 Dollars and 00 Cents, of which 12.90 Dollars has been paid as a deposit on the property in 4 District described as Lot 17 Blk V. as shown on the plat of Colonial Park

and assessed to Frankie & Henson D[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 12th 1955, 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 11 day of Oct 1954

Joseph H. Griscom Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11 day of October, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H Griscom 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

October 17, 1955 -Glen Burnie, Md.

FOR VALUE RECEIVED, I hereby assign the within Certificate of Tax Sale unto Frankie Wilson & Sons, Inc.

14 Margaret Forsyth Frankie Wilson
Margaret Forsyth Frankie Wilson

Complainant's EXHIBIT NO. 8

LIBER 96 PAGE 344

No. 2374 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 11th 1954, I sold to F. Wilson at public auction for the sum of 13 Dollars and 39 Cents, of which 13.39 Dollars has been paid as a deposit on the property in 4 District described as Lots 3-4 Blk a as shown on the plan of Colonial Park.

and assessed to Laura Meade & William 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 12th 1955, 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 11 day of Oct 1954

Joseph H. Griscom Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11 day of October, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom 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

October 17, 1955 -Glen Burnie, Md.

FOR VALUE RECEIVED, I hereby assign the within Certificate of Tax Sale unto Frankie Wilson & Sons, Inc.

Margaret Forsyth
Margaret Forsyth

Frankie Wilson
Frankie Wilson

Complainant's EXHIBIT NO. 9

Nº 2375 CERTIFICATE OF TAX SALE LIBER 96 PAGE 345

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 11th 1954, I sold to F. Wilson at public auction for the sum of 12 Dollars and 96 Cents, of which 12.96 Dollars has been paid as a deposit on the property in 4 District described as Lot 8 Blk D. as shown on the plat of Colonial Park

and assessed to Annie E. Munnerlyn

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 12th 1955, 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 11 day of Oct 1954

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11 day of October, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 2, 1955
October 17, 1955 -Glen Burnie, Md.

FOR VALUE RECEIVED, I hereby assign the within Certificate of Tax Sale unto Frankie Wilson & Sons, Inc.

Margaret Forsyth
16 Margaret Forsyth

Frankie Wilson
Frankie Wilson

Complainant' EXHIBIT NO 10

LIBER 96 PAGE 346

Nº 2376 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 11th 1954, I sold to F. Wilson at public auction for the sum of 20 Dollars and 00 Cents, of which 13.14 Dollars has been paid as a deposit on the property in 4 District described as Lots 1 - 2 Blk P as shown on the plat of Colonial Park

and assessed to George A. Parker & Maggie Iverson

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 12th 1955, 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 11 day of Oct 1954

Joseph H. Griscom Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11 day of October, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom 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

Glen Burnie, Md. October 17, 1955

FOR VALUE RECEIVED, I hereby assign the within Certificate of Tax Sale unto Frankie Wilson & Sons, Inc.

Margaret Forsyth Frankie Wilson

Margaret Forsyth Frankie Wilson

Complainan EXHIBIT NO 11

LIBER 96 PAGE 347

Nº 2377 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 11th 1954, I sold to D. Frankie Wilson & Sons, Inc. at public auction for the sum of 20 Dollars and 00 Cents, of which 13.38 Dollars has been paid as a deposit on the property in 4 District described as Lots 12-13 Blk. D. as shown on the Plat of Columbia Park.

and assessed to Cammie Payne

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 12th 1955, 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 11 day of Oct 1954

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11 day of October, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 2, 1955

Glen Burnie, Md. October 17, 1955

FOR VALUE RECEIVED, I hereby assign the within Certificate of Tax Sale unto Frankie Wilson & Sons, Inc.

Margaret Forsyth Frankie Wilson

14 Margaret Forsyth

COMPLAINANT'S EXHIBIT NO 12 LIBER 96 PAGE 348

No 2379 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 11th 1954, I sold to A. Wilson at public auction for the sum of 35 Dollars and 00 Cents, of which 13.15 Dollars has been paid as a deposit on the property in 4 Dist described as Lots 1-2 Blk 2 as shown on the Plat of Colonial Park and assessed to Rose Whitfield

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 12th 1955, 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 11 day of Oct 1954

Joseph H. Griscom Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11 day of October, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H Griscom 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

Glen Burnie, Md. October 17, 1955

FOR VALUE RECEIVED, I hereby assign the within Certificate of Tax Sale unto Frankie Wilson & Sons, Inc.

Margaret Forsyth Frankie Wilson

19 Margaret Forsyth Frankie Wilson

COMPLAINANT'S EXHIBIT NO 13

LIBER 96 PAGE 349

Nº 2378 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 11th 1954, I sold to F. Wilson at public auction for the sum of 25 Dollars and 60 Cents, of which 12.80 Dollars has been paid as a deposit on the property in 4 District described as Lot 13 Blk M. as shown on the plat of Colonial Park

and assessed to Moses T. Thompson

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 12th 1955, 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 11 day of Oct 1954

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11 day of October, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 2, 1955
Glen Burnie, Md. Oct. 17,1955

FOR VALUE RECEIVED, I hereby assign the within Tax Sale Certificate unto Frankie Wilson & Sons, Inc.

Margaret Forsyth
Margaret Forsyth

Frankie Wilson
Frankie Wilson

20

COMPLAINANT EXHIBIT NO 14

LIBER 96 PAGE 350

Nº 2507 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 11th 1954, I sold to J Wilson at public auction for the sum of 100 Dollars and 00 Cents, of which 15.78 Dollars has been paid as a deposit on the property in 5 Dist described as Lot 853 Plat 1 25 X 100 as shown on the plan of Patapsco Park and assessed to Gilbert & Carrie Woolen

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 12th 1955, 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 11 day of Oct 1954

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11 day of October, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Stehman
Notary Public.

NELLIE ELIZABETH STEHMAN NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

My Commission Expires May 2 1955

Glen Burnie, Md. Oct. 17, 1955

FOR VALUE RECEIVED, I hereby assign the within Tax Sale Certificate unto Frankie Wilson & Sons, Inc.

Margaret Forsyth Frankie Wilson

Margaret Forsyth Frankie Wilson

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IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

EQUITY NO. 11,532

FRANKIE WILSON & SONS, INC., a body corporate, 25 Baltimore Annapolis Boulevard NW, Glen Burnie, Maryland

Complainant

Vs.

PAUL JACKSON and STELLA JACKSON, his wife, 540 South Paca Street, Baltimore 30, Maryland; CATHERINE CLICK and MCCOY CLICK, her husband, 619 North Paca Street, Baltimore 1, Maryland; COLUMBUS H. BROMWELL and CARRIE BROMWELL, his wife, 815 West 33rd Street, Baltimore 11, Maryland; Harriet Armes, 605 Florence Street, N.E., Washington, D.C.; VIRGINIA BERRY, 203 F Street SW, Washington, D.C.; HOSEA COOK and HATTIE COOK, his wife, 332 56 Th Street, NE Washington, D.C.; FANNIE DORSEY and HENSEN DORSEY, her husband, 625 West Lanvale Street, Baltimore, Maryland; LAURA MEADE and WILLIAM SCOTT, 818 North Central Avenue, Baltimore 2, Maryland; ANNIE E. MUNNERLYN, 608 North Alfred Street, Alexandria, Virginia; GEORGE A PARKER and MAGGIE IVERSON, 1922 13th Street, NW, c/o George Parker, Washington, D.C.; CAMMIE PAYNE, 121 Mount Street, Baltimore, Maryland; ROSE WHITFIELD c/o Walter Dye, R.F.D.#1, Cranbury, New Jersey; GILBERT WOODEN and CARRIED WOODEN, 125 West 133rd Street, New York, New York; Moses F. Thompson, Boontown, N.J.; if living and if deceased, their heirs and devisees and all persons or claiming to have an interest in Lot 834, Patapsco Park; Lots 100 and 101, Patapsco Park; Lot 41 and 42 Block "U", Grande View Park, Fifth Election District of Anne Arundel County; and Lots 22 Block "B", Colonial Park; Lot 19 Block "B", Colonial Park; Lots 1-2, Block "A"-"E", Colonial Park; Lot 17 Block "V", Colonial Park; Lots 3-4 Block "A" Colonial Park; Lot 8 Block "D" Colonial Park; Lots 1-2 Block "P", Colonial Park; Lots 12-13 Block "D", Colonial Park; Lots 1-2 Block "L", Colonial Park; Lots 13, Block "M", Colonial Park, fourth Election District of Anne Arundel County and Lot 853, Plat 1, Patapsco Park, Fifth Election District of Anne Arundel County, Maryland.

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property situate in the Fourth and Fifth Election District of Anne Arundel County, sold by the Collector of Taxes for Anne Arundel County and the State of Maryland to Frankie Wilson.

All those lots or parcels of land situate in the Fifth Election District of Anne Arundel County known as Lot 834, Patapsco Park; Lots 100-101, Patapsco Park; Lot 41 and 42, Block "U", Grande View Park; Lot 22 Block "B", Colonial Park; Lot 19 Block "B" Colonial Park; Lots 1-2, Block "A*E" Colonial Park; Lot 17 Block "V" Colonial Park; Lots 3-4 Block "A" Colonial Park; Lot 8 Block "D" Colonial Park; Lots 1-2 Block "P" Colonial Park; Lots 12-13 Block "D" Colonial Park; Lots 1-2 Block "L" Colonial Park; Lot 13, Block "M" Colonial Park, Fourth Election District of Anne Arundel County and Lot 853, Plat 1, Patapsco Park, Fifth Election District of Anne Arundel County.

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

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Filed: 19 Oct. 1955

date of sale has expired.

IT IS THEREFORE this 19th day of October , 1955, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that notice by publication be given by insertion of a copy of this order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 29th day of December , 1955, and redeem the property and answer the Bill or thereupon a final Decree will be rendered forclosing all rights of redemption in the property and vest in the Complainant a title free and clear of all encumbrances.

George T. Cromwell
~~Judge~~ Clerk

Copy of Order of Publication for Maryland Gazette
Received this 24 day of October, 1955.
Capital-Gazette Press
By:

FRANKIE WILSON & SONS, INC. a body corporate 25 Baltimore Annapolis Blvd. NW Glen Burnie, Maryland	:	IN THE CIRCUIT COURT
Complainant	:	FOR
Vs.	:	ANNE ARUNDEL COUNTY
PAUL JACKSON, et als	:	EQUITY NO. 11, 532
Respondents	:	

. . . . . .

ORDER TO DISMISS

Mr. Clerk:

Kindly dismiss the above entitled case insofar as Catherine Click and McCoy Click, her husband, are concerned, they having redeemed through Joseph H. Griscom, Sr., Treasurer for Anne Arundel County, Lots 100 and 101, Patapsco Park.

Frankie Wilson

Frankie Wilson, Attorney for Complainant
25 Baltimore Annapolis Blvd. NW
Glen Burnie, Maryland

Filed DEC 29 1955

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IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

EQUITY NO. 11, 532

FRANKIE WILSON & SONS, INC.
a body corporate
25 Baltimore Annapolis Blvd. NW.
Glen Burnie, Maryland

Vs.

PAUL JACKSON, et als

ORDER OF COURT

O R D E R E D, this 5th day of January, 1956, by the Circuit Court for Anne Arundel County, in Equity, that George A. Parker and Maggie Iverson reimburse Frankie Wilson & Sons, Inc. and the County Treasurer for the following sums, in accordance with the provisions of Article 61 of the Annotated Code of Maryland, they being the owners of Lots 1 and 2, Block P, Plat of Colonial Park, Fourth Election District of Anne Arundel County -

1952 taxes	.22
1953 "	.23
1954 "	.21
1955 "	.20
Memorandum bill- Treasurer - interest	3.35
Costs - Clerk of Court	7.50
Attorney's fee	5.00
Proportionate share of advertising	10.00
Total	$26.71

AND, upon payment of said sum of moneya proper receipt for the aforegoing items will be issued on Lots 1 and 2, Block P, Plat of Colonial Park, and this property discharged from the effect of these proceedings.

Benjamin Michaelson
JUDGE

WE, hereby agree to the passage of the aforegoing Order.

George A. Parker

Maggie Iverson

Filed JAN 5 1956

25

LIBER 96 PAGE 355

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

EQUITY NO. 11,532

FRANKIE WILSON & SONS, INC.
a body corporate
25 Baltimore Annapolis Blvd. NW
Glen Burnie, Maryland

Vs.

PAUL JACKSON and
STELLA JACKSON, his wife
540 South Paca Street
Baltimore 30, Maryland

et als

ORDER TO RE-ISSUE

MR. CLERK:

Please re-issue subpoenas for the following:

Paul Jackson and
Stella Jackson, his wife
540 South Paca Street
Baltimore 30, Maryland

Columbus H. Bromwell and
Carrie Bromwell, his wife
815 West 33rd Street
Baltimore 11, Maryland

Fannie Dorsey and
Henson Dorsey, her husband
625 West Lanvale Street
Baltimore, Maryland

Laura Meade and
William Scott
818 North Central Avenue
Baltimore 2, Maryland

Cammie Payne
121 Mount Street
Baltimore, Maryland

Frankie Wilson

Frankie Wilson, Solicitor for Complainant
25 Baltimore Annapolis Blvd. NW
Glen Burnie, Maryland

JAN 14 1956
Filed

26.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, EQUITY NO. 11,532

FRANKIE WILSON & SONS, INC.
a body corporate
25 Baltimore Annapolis Blvd.NW
Glen Burnie, Maryland

Vs.

PAUL JACKSON and
STELLA JACKSON, his wife
540 South Paca Street
Baltimore 30, Maryland

and

CATHERINE CLICK and
MCCOY CLICK, her husband
619 North Paca Street
Baltimore 1, Maryland

and

COLUMBUS H. BROMWELL and
CARRIE B ROMWELL, his wife
815 West 33rd Street
Baltimore 11, Maryland

and

HARRIET ARMES
605 Florence Street NE
Washington, D.C.

and

VIRGINIA BERRY
203 F Street SW
Washington, D.C.

and

HOSEA COOK and
HATTIE COOK, his wife
332 56th Street NE
Washington, D.C.

and

FANNIE DORSEY and
HENSON DORSEY, her husband
625 West Lanvale Street
Baltimore, Maryland

and

LAURA MEADE and
WILLIAM S COTT
818 North Central Avenue
Baltimore 2, Maryland

and

ANNIE E. MUNNERLYN
608 North Alfred Street
Alexandria, Virginia

Filed MAR 14 1956

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GEORGE A . PARKER and
MAGGIE IVERSON
1922 13th Street NW
Washington, D.C.
c/o George Parker

and

CAMMIE PAYNE
121 Mount Street
Baltimore, Maryland

and

ROSE WHITFIELD
c/o Walter Dye
R.F.D. #1
Cranbury, New Jersey

and

GILBERT WOODEN and
CARRIE WOODEN, his wife
125 West 133rd Street
New York, New York

and

MOSES F. THOMPSON
Boomtown, New Jersey
having or
and all persons/claiming to have an interest
in the property known as

Lot 834, Patapsco Park; Lots 100 and 101,
Patapsco Park;

Lots 41 and 42, Block U, Grande View Park;
Fifth Election District of Anne Arundel County; and

Lot 22, Block B, Colonial Park; Lot 19, Block B,
Colonial Park; Lot 1 and 2 Block A-E, Colonial Park;
Lot 17 Block V, Colonial Park; Lots 3 and 4, Block A
Colonial Park; Lot 8 Block D, Colonial Park; Lots 1 and
2 Block P, Colonial Park, Lots 12 and 13, Block D, Colonial
Park; Lots 1 and 2 Block L, Colonial Park; Lot 13 Block M,
Colonial Park - Fourth Election District of Anne Arundel
County, and

Lot 853, Plat 1, Patapsco Park, Fifth Election District of
Anne Arundel County.

RESPONDENTS

PETITION FOR DECREE PRO CONFESSO

The Petition of Frankie Wilson and Sons, Inc., by Frankie Wilson, its Attorney, respectfully shows:

1. That two non ests have been returned against the following Defendants:

Filed MAR 14 1956

29

NAME	ADDRESS
Paul Jackson and Stella Jackson, his wife	540 South Paca Street, Balto. 30, Md.
Columbus H. Bromwell and Carrie Bromwell, his wife	815 W. 33rd Street, Baltimore 11, Md.
Fannie Dorsey and Henson Dorsey, her husband	625 West Lanvale Street, Baltimore, Md.
Cammie Payne	121 Mount Street, Baltimore, Maryland
Catherine Click and McCoy Click, her husband	619 North Paca Street, Baltimorel, Md.

2. The following Defendants were returned "Summoned":

Laura Meade and William Scott, 818 North Central Avenue, Baltimore 2 Md.

3. That the case against Catherine Click and McCoy Click, 619 North Paca Street, Baltimore 1, Maryland, has been dismissed as will more fully appear by reference to papers in this cause.

4. That the following Defendants redeemed their property as will more fully appear by reference to papers in this cause -

George A. Parker and Maggie Iverson, 1922 13th Street, N.W. Washington, D.C.

5. That the following non-residents have neither appeared nor answered as required by Order of Publication although the time for so doing has expired as will be seen by reference to Certificate of Publication attached hereto and Certified Letters filed herewith as Exhibits -

NAME	ADDRESS
Harriet Armes	605 Florence St. NE Washington, D.C.
Virginia Berry	203 F Street, SW Washington, D.C.
Hosea Cook and Hattie Cook, his wife	332 56th Street, NE Washington, D.C.
Annie E. Munnerlyn	608 North Alfred Street, Alexandria, Va.
Rose Whitfield	c/o Walter Dye, R.F.D.#1, Cranbury, New Jersey
Gilbert Wooden and Carrie Wooden, his wife	125 W. 133rd Street, New York, New York
Moses F. Thompson	Boomtown, New Jersey

WHEREFORE, YOUR PETITIONER PRAYS that the Bill ofComplaint be taken Decree Pro Confesso against the said Defendants.

Frankie Wilson

Frankie Wilson, Solicitor for Plaintiff
25 Baltimore Annapolis Blvd. NW
Glen Burnie, Maryland

30

LIBER. 96 PAGE 359

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that two non ests have been returned against the Defendants as set forth in Paragraph One of the Petition for Decree Pro Confesso; that the Defendants mentioned in Paragraph Two were duly summoned and the case as to them dismissed; that the Defendants mentioned in Paragraph Three redeemed their property; and that the non-resident Defendants mentioned in Paragraph Four of said Petition were notified by Order of Publication; and it further appearing that all of the said Defendants mentioned in Paragraphs One, Two, Three and Four were duly notified by Order of Publication, and that the Order of Publication heretofore issued therein has been fully published in the Maryland Gazette Newspaper published in Annapolis, State of Maryland, and that 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, THEREFORE, This 16th day of March, 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 as Decree Pro Confesso against said Defendants.

Benjamin Michaelson
JUDGE

Filed MAR 16 1956

27

LIBER 96 PAGE 360 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 26, 1955

We hereby certify, that the annexed

Order Publication

Eq. 11532 Property

Paul Jackson

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 29th day of December, 1955. The first insertion being made the 27th day of October, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Filed MAR 16 1956

Legal Notices

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY,
MARYLAND
EQUITY NO. 11,532

FRANKIE WILSON & SONS, INC., a body corporate, 25 Baltimore Annapolis Blvd., N. W., Glen Burnie, Maryland, COMPLAINANT

Vs.

PAUL JACKSON and Stella Jackson, his wife, 840 South Paca Street, Baltimore 30, Maryland; Catherine Click and McCoy Click, her husband, 610 North Paca Street, Baltimore 1, Maryland, Columbus H. Bromwell and Carrie Bromwell, his wife, 815 West 33rd Street, Baltimore 11, Maryland; Harriet Armes, 606 Florence Street NE Washington, D. C.; Virginia Berry, 203 F Street, SW. Washington, D. C.; Hasea Cook and Hattie Cook, his wife, 332 56th Street, NE, Washington, D. C.; Fannie Dorsey and Henson Dorsey, her husband, 625 West Lanvale Street, Baltimore, Maryland; Laura Meade and William Scott, 818 North Central Avenue, Baltimore 2, Maryland; Annie E. Munnerlyn, 608 North Alfred Street, Alexandria, Virginia; George A. Parker and Maggie Iverson, 1022 13th Street, NW, c/o George Parker, Washington, D. C.; Cammie Payne, 121 Mount Street, Baltimore, Maryland; Rose Whitfield, c/o Walter Dye, R. F. D. No. 1, Cranbury, New Jersey; Gilbert Wooden and Carrie Wooden, his wife, 125 West 133rd Street, New York, N. Y.; Moses F. Thompson, Boontown, New Jersey; if living and if deceased, their heirs and devisees and all persons claiming to have an interest in Lot 834, Patapsco Park; Lots 100 and 101, Patapsco Park; Lots 41 and 42, Block U, Grande View Park; Fifth Election District of Anne Arundel County; and lots 22 Block B, Colonial Park; Lot 10 Block B, Colonial Park; Lots 1-2, Block A-E, Colonial Park; Lot 17, Block V, Colonial Park; Lots 3-4, Block A, Colonial Park; Lot 8 Block D, Colonial Park; Lots 1 and 2, Block P, Colonial Park; Lots 12-13 Block D, Colonial Park; Lots 1-2 Block L, Colonial Park; Lot 13, Block M Colonial Park; Fourth Election District of Anne Arundel County and Lot 853, Plat 1, Patapsco Park, Fifth Election District of Anne Arundel County, Maryland.

No. M.G. 844

31

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 Fourth and Fifth Election Districts of Anne Arundel County, sold by the Collector for Taxes for Anne Arundel County and the State of Maryland to Frankie Wilson.

All those lots and parcels of land situate in the Fifth Election District of Anne Arundel County known as Lot 834, Patapsco Park; Lots 100-101, Patapsco Park; Lots 41 and 42, Block U, Grande View Park; Lot 22, Block B, Colonial Park; Lot 10 Block B, Colonial Park; Lots 1-2 Block A-E, Colonial Park; Lot 17 Block V, Colonial Park; Lots 3-4 Block A, Colonial Park; Lot 8 Block D, Colonial Park; Lots 1-2 Block P, Colonial Park; Lots 12-13 Block D Colonial Park; Lots 1-2 Block L Colonial Park; Lot 13, Block M Colonial Park, Fourth Election District of Anne Arundel County and lot 853, Plat 1, Patapsco Park, Fifth Election District of Anne Arundel County.

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 THEREFORE, this 19th day of October, 1955, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that notice by publication be given by insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 20th day of December, 1955, and redeem the property and answer the Bill or thereupon a final decree will be rendered foreclosing all rights of redemption in the property and vest in the Complainant e title free and clear of all encumbrances.

GEORGE T. CROMWELL, Clerk.

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

10-17

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, EQUITY NO. 11,532

FRANKIE WILSON & SONS, INC.
a body corporate
25 Baltimore Annapolis Blvd. NW
Glen Burnie, Maryland

Vs.

PAUL JACKSON and
STELLA JACKSON, his wife
540 South Paca Street
Baltimore 30, Maryland

and

CATHERINE CLICK and
MCCOY CLICK, her husband
619 North Paca Street
Baltimore 1, Maryland

and

COLUMBUS H. BROMWELL and
CARRIE BROMWELL, his wife
815 West 33rd Street
Baltimore 11, Maryland

and

HARRIET ARMES
605 Florence Street NE
Washington, D.C.

and

VIRGINIA BERRY
203 F Street SW
Washington, D.C.

and

HOSEA COOK And
Hattie Cook, his wife
332 56th Street NE
Washington, D.C.

and

FANNIE DORSEY and
HENSON DORSEY, her husband
625 West Lanvale Street
Baltimore, Maryland

and

LAURA MEADE and
WILLIAM SCOTT
818 North Central Avenue
Baltimore 2, Maryland

and

ANNIE E. MUNNERLYN
608 North Alfred Street
Alexandria, Virginia

and

FILED
1956 APR 18 PM 1:02

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GEORGE A. PARKER and
MAGGIE IVERSON
1922 13th Street NW
Washington, D.C.
c/o George Parker

and

CAMMIE PAYNE
121 Mount Street
Baltimore, Maryland

and

ROSE WHITFIELD
c/o Walter Dye
R.F.D. #1
Cranbury, New Jersey

and

GILBERT WOODEN and
CARRIE WOODEN, his wife
125 West 133rd Street
New York, New York

and

MOSES F. THOMPSON
Boomtown, New Jersey

RESPONDENTS

D E C R E E

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, Section 69 to 121 of the Annotated Code of Maryland, 1951, Edition;

IT IS THEREUPON, this 17th day of April, 1956, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED:

1. That all rights of redemption of the Defendants:

Paul Jackson and
Stella Jackson, his wife
Columbus H. Bromwell and
Carrie Bromwell, his wife
Harriet Armes
Virginia Berry
Hosea Cook and Hattie Cook, his wife
Fannie Dorsey and Henson Dorsey,
her husband
Laura Meade and William Scott
Annie E. Munnerlyn
Cammie Payne
Rose Whitfield
Gilbert Wooden and Carrie Wooden,
his wife
Moses F. Thompson

or of anyone claiming by, from, or under them, or any of them, in and to the properties 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 properties, free and clear of all alienations and descents occurring prior to this Decree, as well as all encumbrances thereon (except taxes accruing subsequent to said dates of sale, and the public assessments to which the same are subject) is hereby vested in the Complainant, Frankie Wilson and Sons, Inc., a body corporate.

3. That upon payment to it of the balance, if any, due on the purchase price of said properties, together with all taxes, interest and penalties thereon accruing subsequent to the date of sale, the Treasurer of Anne Arundel County shall execute a deed conveying said properties to Frankie Wilson and Sons, Inc., a body corporate.

4. That the Clerk of this Court shall issue a Certified copy of this Decree to be served on the Treasurer.

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

Benjamin Michaelson
JUDGE

F.H.

LIBER 96 PAGE 365

IN THE MATTER OF THE	*	IN THE
MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
PHILMORE J. WILKINSON	*	FOR
and	*	ANNE ARUNDEL COUNTY
JEANNETTE A. WILKINSON, his wife	*	NO. 11,585 EQUITY

* *

Mr. Clerk:

Please docket this case and file the original Mortgage and Statement of the Mortgage debt and Military Affadivit.

Samuel M. Ivrey, atty.

Samuel M. Ivrey, Attorney named in the Mortgage

LAW OFFICES
AMUEL M. IVREY
ANNAPOLIS, MD.

Filed: 5 Dec. 1955

LIBER 96 PAGE 366

LIBER 899 PAGE 162 No. 11,585 Equity

Form No. 1—County Fee

PURCHASE MONEY

This Mortgage, made this 27th day of January ,

in the year one thousand nine hundred and Fifty-five , between

Philmore J. Wilkinson and Jeannette A. Wilkinson, his wife, of

Anne Arundel County , in the State of Maryland, Mortgagor (s), and

Enterprise Federal Savings and Loan Association, of Annapolis, Md., a body corporate, duly incorporated, Mortgagee.

Whereas the said Enterprise Federal Savings and Loan Association, of Annapolis, Md., has this day loaned to Philmore J. Wilkinson and Jeannette A. Wilkinson, his wife,

the sum of Three thousand and 00/100 ($3,000.00)---------- dollars,

being the balance of the purchase money for the Property herein described, which said sum the said Mortgagor(s) agree(s) to repay in installments with interest thereon from the date hereof, at the rate of ...6...% per annum, in the manner following:

By the payment of Twenty-nine and 28/100 ($29.28)----------

dollars plus one-twelfth of the annual taxes, ~~water rents~~, insurance premiums, and other public charges and assessments on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

FOURTH: This loan may be prepaid in whole or in part at any time, except that six months interest may be charged on prepayments in any one year which exceed twenty per cent of the original amount of the loan.

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

Now therefore, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said Philmore J. Wilkinson and Jeannette A. Wilkinson, his wife,

do(th) grant, convey and assign unto said Enterprise Federal Savings and Loan Association of Annapolis, Md., its successors and assigns, all those lot s , piece s , or parcel s of ground situate, lying and being in the First election district of Anne Arundel County, State of Maryland, and described as follows:

BEING lots numbered 5640, 5641, 5642, 5643, and 5644 as designated and delineated on the plat entitled "Fourth Map of Woodland Beach, First Election District, Anne Arundel County, Maryland," which was originally filed among the Land Records of Anne Arundel County in Liber FSR 3, folio 27, and now filed in Plat Cabinet No. 1, Rod "Y", plat 13.

BEING the same property conveyed to Saul Liebow, unmarried, from Vivian Bassin, unmarried, by deed dated March 12, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 819, folio 328.

AND BEING the same property conveyed to the within named mortgagors, Philmore J. Wilkinson and Jeannette A. Wilkinson, his wife, from Saul Liebow, unmarried, by deed of even date and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

This mortgage is made under and subject to the provisions of Article 66 of the Public General Laws of Maryland, and any supplement amendment, or addition thereto.

It is hereby agreed that this mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

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

To have and to hold the said lot(s) of ground and premises unto the said body corporate, party hereto of the second part, its successors and assigns, in fee simple, forever, SUBJECT, however, to restrictions of record.

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) Philmore J. Wilkinson and Jeannette A. Wilkinson, his wife, for themselves and their heirs, personal representatives or assigns, covenant(s) with the said Enterprise Federal Savings and Loan Association of Annapolis, Md., as follows:

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

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

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

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

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

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

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the aforegoing covenants for thirty days, only, however, after notice and demand in either event having been served on the mortgagor(s) in person or by mail, to the mortgagors' last known address.

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

And the said mortgagor(s) consent(s) that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Section 720 to 732 inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898—or any supplement thereto—or this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said mortgagee, its successors or assigns, or by Samuel M. Ivrey, its duly constituted Attorney or Agent, under Article LXVI, Sections 6 to 10, inclusive, of the Maryland Code (1939) Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages. And upon any sale of said property, under the powers herein granted, the proceeds shall be applied as follows:

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

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

Third, the balance, if any, to the said mortgagor(s), his, her or their heirs, personal representatives or assigns.

Witness the hand(s) and seal(s) of the said mortgagor(s).

WITNESS:

Samuel M. Ivrey, as to both

Philmore J. Wilkinson (SEAL)
Philmore J. Wilkinson

Jeannette A. Wilkinson (SEAL)
Jeannette A. Wilkinson

(SEAL)

(SEAL)

LIBER 96 PAGE 369

LIBER 899 PAGE 165

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 27th 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 Anne Arundel County, personally appeared Philmore J. Wilkinson and Jeannette A. Wilkinson, his wife, the mortgagor(s) named in the aforegoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act. At the same time also appeared R. Gardiner Chaney, President of Enterprise Federal Savings and Loan Association of Annapolis, Md., a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

Samuel M. Ivrey

Samuel M. Ivrey, Notary Public.

SAMUEL M. IVREY NOTARY PUBLIC ANNE ARUNDEL CO. MD.

My commission expires on

May 2, 1955

Recorded: Jan. 28, 1955 at 2.30 P.M.

D

FILE IN EQUITY NO. 11,586

1942

Mortgage

#2M

FROM

Philmore J. Wilkinson and

Jeannette A. Wilkinson, his wife,

TO

ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MD.

Lots 5640, 5641, 5642, 5643 and 5644 Property Woodland Beach, First Elec. District, Anne Arundel County, State of Maryland

Received for record 28 Jan 19 55 at 2.30 o'clock P.M.

Same day recorded in Liber J.W.W. No. 899 folio 162 &c. one of the Land Records of Anne Arundel County and examined per JOHN H. HOPKINS, 3rd Clerk.

Cost of Record $ 5.00 Pd.

SAMUEL M. IVREY
ATTORNEY AT LAW
144 GLOUCESTER STREET
ANNAPOLIS, MD.

Property:

ASSMT

Description approved

Received for Record 5 Day of DEC 1955, at 2.10 P.M. and the same day recorded in Liber GHH No. 899 Fol. 165 Land Records of Anne Arundel County

Execution approved

GEORGE T. CROMWELL, Clerk

100 PD

FOR VALUE RECEIVED, the Enterprise Federal Savings and Loan Association, a body corporate, hereby assigns the above and within Mortgage unto the Attorney named in the Mortgage, ~~XXXXXXXX~~, for the purpose of foreclosure and collection.

AS WITNESS its corporate seal and the signature of R. Gardiner Chaney, its president, this 16th. day of September, 1955.

ATTEST:

ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: R. Gardiner Chaney, President

Samuel M. Ivrey, Secretary

ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION ANNAPOLIS, MD.

LIBER / 96 PAGE 370

IN THE MATTER OF THE	*	IN THE
MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
PHILMORE J. WILKINSON	*	FOR
and	*	ANNE ARUNDEL COUNTY
JEANNETTE A. WILKINSON, his wife	*	NO. 11,585 EQUITY

* *

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage claim of Enterprise Federal Savings and Loan Association of Annapolis, Maryland, under Mortgage to the said Association from Philmore J. Wilkinson and Jeannette A. Wilkinson, his wife, dated the 27th day of January, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 899, folio 162, said Mortgage being in default.

Balance due upon principal	$3,017.18
Interest to 1/4/56	1.96
	$3,019.14

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 1ST day of December, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared R. Gardiner Chaney, President of Enterprise Federal Savings and Loan Association of Annapolis, Maryland, and made oath in due form of law that the aforegoing is a true statement of the amount remaining due on its Mortgage claim described herein, and that it has not received any security of any satisfaction therefor other than the Deed of Mortgage in said statement mentioned.

AS WITNESS my Hand and Notarial Seal.

SAMUEL M. IVREY NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Samuel M. Ivrey

Samuel M. Ivrey, Notary Public

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

6

Filed 5 Dec., 1955.

LIBER 96 PAGE 371

Milit· Affidavit under Soldiers' and Sai' 's' Civil Relief Act of 1940 and Amendment thereto of October 6, 1942

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF ~~HER~~ PHILMORE J. WILKINSON and JEANNETTE A. WILKINSON, his wife

IN THE

Circuit Court

OF

~~BALTIMORE CITY~~
Anne Arundel County

Equity No. 11,585
~~DOCKET~~ Fol.

Military Affidavit

Anne Arundel County
STATE OF MARYLAND, ~~CITY OF BALTIMORE~~, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in County
and for said ~~City~~, personally appeared Samuel M. Ivrey, Attorney

and made oath in due form of law that he (~~she~~) knows the defendant herein, and that to the best of his (~~her~~) information, knowledge and belief

(1) said defendant is not in the military service of the United States,

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

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

(4) said defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for military service.

Samuel M. Ivrey.
Affiant.

Subscribed and sworn to before me
this 30th day of November 19 55

BETTY E. PARKS NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Betty E. Parks
Notary Public

Filed 5 Dec., 1955.

LIBER 96 PAGE 372

No. 11,585 Equity

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICES: NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Samuel M. Ivrey, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Thirty-Five Hundred Dollars ($3,500.00) current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 4th day of January, 1956.

WHEREAS by virtue of a power of sale contained in a mortgage from Philmore J. Wilkinson and Jeannette A. Wilkinson, his wife, to Enterprise Federal Savings & Loan Association of Annapolis, Md., bearing date on or about January 27th, 1955, the said Samuel M. Ivrey is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or in the interest thereon in whole or in part; and whereas default has been made in the payment of the interest and principal aforesaid, and the said Samuel M. Ivrey is about to execute said power and make sale of the property described as aforesaid in said mortgage;

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

SIGNED, sealed and delivered in the presence of

Margaret B. Hendrix, as to all

Samuel M. Ivrey (SEAL) Principal

GLOBE INDEMNITY COMPANY, a body corporate.

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

Bond approved this 4 Jan. 1956.
George J. Cromwell, Clerk

Filed: 4 Jan 1956

GEORGE W. SCIBL... - - - - - - - - - - Auctioneer

ATTORNEY'S SALE

— OF VALUABLE —

Improved Real Estate

WOODLAND BEACH

A. A. CO., MD.

Under and by virtue of the power of sale contained in the Mortgage from Philmore J. Wilkinson and Jeanette A. Wilkinson, his wife, to Enterprise Federal Savings and Loan Association of Annapolis, Maryland, Inc., dated January 27, 1955, and recorded among the Land Records .of Anne Arundel In Liber J.H.H. No. 899, folio 162, the undersigned, as Attorney named in the Mortgage, to foreclose in the event of default, default having occurred, will offer for sale at public auction at the COURT HOUSE DOOR, Annapolis, Maryland, on

WEDNESDAY, JANUARY 4, 1956

AT 2 O'CLOCK

ALL those lots, pieces or parcels of ground situate, lying and being in the First Election District of Anne Arundel County, State of Maryland, and described as follows:

BEING Lots numbered 5640, 5641, 5642, 5643 and 5644 as designated and delineated on the Plat entitled "Fourth Map of Woodland Beach, First Election District, Anne Arundel County, Maryland," which was originally filed among the Land Records of Anne Arundel County in Liber FSR 3, folio 27, and now filed in Plat Cabinet No. 1, Rod "Y", Plat 13.

BEING The same property conveyed to the within named Mortgagors, Philmore J. Wilkinson and Jeanette A. Wilkinson, his wife, from Saul Liebow, unmarried, by Deed dated January 27,1955, and recorded among the aforesaid Land Records in Liber J.H.H. No. 899, folio 160.

The said property being improved by a five room and bath asbestos shingled bungalow with garage.

TERMS OF SALE: A deposit of Ten (10) per cent of the purchase price will be required of the purchaser or purchasers on the day of sale, balance of the purchase money with interest thereon at the rate of 6% per annum to be paid in cash upon final ratification of sale. Taxes and all other assessments to be adjusted to the day of sale. For further particulars, apply to:

SAMUEL M. IVREY,
Attorney Named in the Mortgage,
144 Gloucester Street,
Annapolis, Md.

Filed JAN 6 1956

I/We hereby certify that I/We purchased the property described on the reverse side of this Handbill at and for the price of $ 3,600.00 — and I/We agree to abide by the terms therein.

WITNESS my/our Hand and Seal this 4th day of January, 1956.

Witness: Samuel M. Owen

Saul Liebow (Seal)

I hereby certify that I sold property described on the reverse side of this Handbill to SAUL LIEBOW at and for the price of $ 3,600.00 he/they, being then and there the highest bidder therefor.

WITNESS my Hand and Seal this 4th day of January, 1956.

WITNESS:

Samuel M. Owen

[signature] (SEAL)
Auctioneer

JAN 6 1956
Filed

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LIBER 96 PAGE 375

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
PHILMORE J. WILKINSON	*	FOR
and	*	ANNE ARUNDEL COUNTY
JEANNETTE A. WILKINSON, his wife	*	NO. 11,585 EQUITY

* *

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Samuel M. Ivrey, Attorney named in the Mortgage, filed in these proceedings, authorized to make sale of the property therein mentioned in the event of default thereunder respectfully shows:

That the said Mortgage, being in default, having given bond with surety which was duly approved and having given 20 days notice of time, place manner and terms of sale by advertisement in the "Evening Capital", a newspaper printed and published in Anne Arundel County, he did pursuant to said notice of sale, attend in person at the Courthouse Door in the City of Annapolis, Maryland, on Wednesday, January 4, 1956 at 2 o'clock P.M., the time and place mentioned in said advertisement and then and there in the presence of a number of persons, did proceed to sell at public sale the property mentioned in said Mortgage to wit:

ALL those lots, pieces or parcels of ground situate, lying and being in the First Election District of Anne Arundel County, State of Maryland, and described as follows:

BEING Lots Numbered 5640, 5641, 5642, 5643 and 5644, as designated and delineated on the Plat entitled "Fourth Map of Woodland Beach, First Election District, Anne Arundel County, Maryland," which was originally filed among the Land Records of Anne Arundel County in Liber FSR No. 3, folio 27, and now filed in Plat Cabinet No. 1, Rod "Y", Plat 13.

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

Filed JAN 6 1956

BEING the same property conveyed to Philmore J. Wilkinson and Jeanette A. Wilkinson, his wife, from Saul Liebow, unmarried, by Deed dated January 27, 1955 and recorded among the aforesaid Land Records in Liber JHH No. 899, folio 160.

Said property being sold to Saul Liebow, at and for the sum of $3,600.00, he being, at that price then and there, the highest bidder therefor.

The said purchaser has agreed to comply with the terms of sale. The agreement of the purchaser, certificate of the auctioneer and report of sale are filed herewith, all of which is respectfully submitted.

And as in duty bound, etc.

Samuel M. Ivrey

Samuel M. Ivrey, Attorney named in the Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 5th day of January, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Samuel M. Ivrey, Attorney named in the Mortgage, and made oath in due form of law that the matters and facts stated in the foregoing report of sale are true, as therein set forth, and that the sale was fairly made.

AS WITNESS my Hand and Notarial Seal.

Betty E. Parks

Betty E. Parks - Notary Public

My Commission Expires: May 6, 1957

BETTY E. PARKS NOTARY PUBLIC ANNE ARUNDEL CO. MD.

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

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LIBER 96 PAGE 377

ORDER NISI

In the Matter of the mortgaged
Real Estate of
xxxxx
Philmore J. Wilkinson and
Jeannette A. Wilkinson, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 11,585 Equity

Ordered, this 6th day of January, 1956. That the sale of the property in these proceedings mentioned made and reported by Samuel M. Ivrey, Attorney named in the Mortgage, Trustxxx

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

The report states that the amount of sale was $3,600.00.

George T. Cromwell Clerk.

True Copy.

Filed JAN 6 1956

TEST: Clerk.

(Final Order)

In the Matter of the mortgaged
Real Estate of
xxxxx
Philmore J. Wilkinson and
Jeannette A. Wilkinson, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 23d day of February, 1956 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

Filed FEB 23 1956

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LIBER 96 PAGE 378 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. 11,585 EQUITY

In the Matter of the Mortgaged Real Estate of
PHILMORE J. WILKINSON and JEANETTE A. WILKINSON, his wife.

Ordered, this 8th day of January, 1956, That the sale of the property in these proceedings mentioned made and reported by Samuel M. Ivey, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10th 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 10th day of February next.

The report states that the amount of sale was $3,600.00.

GEORGE T. CROMWELL, Clerk.

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

1-28

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 14, 1956

We hereby certify, that the annexed

Order Nisi - Sale

Eq. 11,585

Philmore J. Wilkinson

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 10th day of February, 1956. The first insertion being made the 17th day of January, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

No. E.C. 1452

By H. Tidyman

Filed FEB 23 1956

In the Case of

LIBER 96 PAGE 379

In the Matter of the Mortgaged
Real Estate
of
Philmore J. Wilkinson
and
Jeannette A. Wilkinson, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,585 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 13, 1956

All of which is respectfully submitted.

Auditor.

Filed MAR 13 1956

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Dr. In the Matter of the Mortgaged Real Estate of Philmore J. Wilkinson and Jeannette A. Wilkinson, his wife

			in ac.	
To Attorney for Commissions, viz:	139	02		
To Attorney for Fee, viz:	35	00	174	02
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	46	24		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	9	74		
Globe Indemnity Co. - bond premium	14	40		
George W. Scible - auctioneer's fee	35	00		
Clerk of Court - recording assignment	1	00		
One-half Federal documentary stamps	2	20		
One-half State documentary stamps	2	20		
Betty E. Parks - notary fees	1	00	125	78
To Attorney for Taxes, viz:				
1956 State and County taxes - 4 days		76		76
To Enterprise Federal Savings & Loan Ass'n - in full for mortgage claim filed	3,019	14	3,019	14
To Philmore J. Wilkinson and Jeannette A. Wilkinson, his wife - this balance	262	82	262	82
			3,634	02

6

with

Samuel M. Ivrey, Attorney named in Mortgage

Cr.

1956				
Jan.	4	Proceeds of Sale	3,600 00	
		Interest on deferred payment of $3,240.00 to 3/7/56	34 02	3,634 02
				3,634 02

LIBER 96 PAGE 382

ORDER NISI

In the Matter of the Mortgaged Real Estate ~~VERSUS~~ of Philmore J. Wilkinson and Jeannette A. Wilkinson, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 11,585 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 17 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 17 day of April next.

Filed MAR 13 1956 George T. Cromwell, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 19th day of April, 1956, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge.

FILED
1956 APR 19 PM 1:06

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Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
NO. 11,585 EQUITY

In the Matter of the Mortgaged Real Estate of
PHILMORE J. WILKINSON and JEANETTE A. WILKINSON, 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 17th 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 17th day of April next.

GEORGE T. CROMWELL, Clerk.

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

m-29

Evening Capital

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 3, 1956

We hereby certify, that the annexed

Order Nisi Eq. 11,585
Auditor account
Philmore J. Wilkinson

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 17th day of April, 1956. The first insertion being made the 15th day of March, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghmansl

No. E.C. 9425

FILED
1956 APR 16 AM 11:16

19

LIBER 96 PAGE 383

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
GERALD G. BAIN and	*	FOR
FANNIE J. BAIN, his wife	*	ANNE ARUNDEL COUNTY
	*	EQUITY NO. 11,608

* *

Mr. Clerk:

Please docket this case and file the original Mortgage and Statement of Mortgage debt and Military Affidavit.

Samuel M. Ivrey

Samuel M. Ivrey, Attorney named in the Mortgage

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

Filed DEC 30 1955

LIBER 96 PAGE 384

BALANCE PRIOR ENTERPRIS, ORTGAGE TO 9/30/54 $4,[illegible].22
ADDITIONAL LOAN 9/15/54 2,002.78
$7,000.00

STATE STAMPS REQUIRED $2.20

LIBER 863 PAGE 406

Form No. 1—County Fee

This Mortgage, made this 15th day of September ,

in the year one thousand nine hundred and Fifty-four , between

GERALD G. BAIN and FANNIE J. BAIN, his wife of

Anne Arundel County , in the State of Maryland, Mortgagor (s), and

Enterprise Federal Savings and Loan Association, of Annapolis, Md., a body corporate, duly incorporated, Mortgagee.

Whereas the said Enterprise Federal Savings and Loan Association, of Annapolis, Md., has this day loaned to GERALD G. BAIN and FANNIE J. BAIN, his wife

the sum of Seven Thousand and 00/100 ($7,000.00)---------- dollars,

being the balance of the purchase money for the Property herein described, which said sum the said Mortgagor(s) agree(s) to repay in installments with interest thereon from the date hereof, at the rate of 6....% per annum, in the manner following:

By the payment of Fifty-nine and 07/100 ($59.07)----------

dollars plus one-twelfth of the annual taxes, water rents, insurance premiums, and other public charges and assessments on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

FOURTH: This loan may be prepaid in whole or in part at any time, except that six months interest may be charged on prepayments in any one year which exceed twenty per cent of the original amount of the loan.

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

Now therefore, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said GERALD G. BAIN and FANNIE J. BAIN, his wife

do(th) grant, convey and assign unto said Enterprise Federal Savings and Loan Association of Annapolis, Md., its successors and assigns, all that lot , piece , or parcel of ground situate, lying and being in the Third election district of Anne Arundel County, State of Maryland, and described as follows:

BEGINNING FOR THE SAME at a hub set in place of an iron pipe heretofore set at the end of the South 09 degrees 45 minutes West 175.54 foot line of a conveyance from M. J. Swift & Co., Inc. to Bessie Rubin and Alex Rubin, her husband, by deed dated January 23, 1942 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 253, folio 315, and running thence with said line, the reverse thereof, as corrected for magnetic variation and with the center of a 30 foot road North 08 degrees 46 minutes East 85.01 feet to a hub, thence leaving said line and the said 30 foot road and running with the center line of a 20 foot right of way, South 84 degrees 35 minutes West 438 feet to the end of the said right of way; thence continuing on the same line South 84 degrees 35 minutes West 438.79 feet to an iron pipe; thence still continuing on the same line South 84 degrees 35 minutes West 72.90 feet to a hub, thence still continuing on the same line South 84 degrees 35 minutes West 92.25 feet to an iron pipe now set on the Easternmost side of Cockey's Creek; thence running with the Easternmost shore line and waters of Cockey's Creek in a Southwesterly direction 130 feet more or less to a point where the said shore line intersects the South 85 degrees 30 minutes

West 775 foot line of the aforementioned conveyance to Bessie Rubin thence leaving Cockey's Creek and running with the said line the reverse thereof North 84 degrees 35 minutes East 225 feet more or less to an iron pipe; thence continuing on the same line North 84 degrees 35 minutes East 122.40 feet to an iron pipe; thence still continuing on the same line North 84 degrees 35 minutes East 300.29 feet to an iron pipe; thence still running with the outlines of the aforesaid conveyance North 44 degrees 35 minutes East 151.16 feet to an iron pipe thence still running with the said outlines South 83 degrees 39 minutes East 324.58 feet to the point of beginning. Containing 2.0 acres, more or less.

BEING the same property which was conveyed to the within named Mortgagors, Gerald G. Bain and Fannie J. Bain, his wife, by Dewey G. Collett, unmarried, by deed dated August 10, 1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 637, folio 392.

This mortgage is made under and subject to the provisions of Article 66 of the Public General Laws of Maryland, and any supplement amendment, or addition thereto.

It is hereby agreed that this mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

Together with the improvements thereon, and the rights or appurtenances thereto belonging or appertaining, ESPECIALLY the rights of others to use the roads binding the property.

To have and to hold the said lot(s) of ground and premises unto the said body corporate, party hereto of the second part, its successors and assigns, in fee simple, forever, SUBJECT, however, to pole agreements and restrictions of record.

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

And the said mortgagor(s) GERALD B. BAIN and FANNIE J. BAIN, his wife for themselves and their heirs, personal representatives or assigns, covenant(s) with the said Enterprise Federal Savings and Loan Association of Annapolis, Md., as follows:

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

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

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

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

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

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

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the aforegoing covenants for thirty days, only, however, after notice and demand in either event having been served on the mortgagor(s) in person or by mail, to the mortgagors' last known address.

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

And the said mortgagor(s) consent(s) that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Section 720 to 732 inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898—or any supplement thereto—or this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said mortgagee, its successors or assigns, or by Samuel M. Ivrey, its duly constituted Attorney or Agent, under Article LXVI, Sections 6 to 10, inclusive, of the Maryland Code (1939) Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages. And upon any sale of said property, under the powers herein granted, the proceeds shall be applied as follows:

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

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

Third, the balance, if any, to the said mortgagor(s), his, her or their heirs, personal representatives or assigns.

Witness the hand(s) and seal(s) of the said mortgagor(s).

WITNESS:

Samuel M. Ivrey

Samuel M. Ivrey; as to both

Gerald G. Bain (SEAL)

Gerald G. Bain

Fannie J. Bain (SEAL)

Fannie J. Bain

(SEAL)

(SEAL)

LIBER 96 PAGE 387

LIBER 863 PAGE 409

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 15th day of September in the year one thousand nine hundred and Fiftyfour, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared GERALD G. BAIN and FANNIE J. BAIN, his wife, the mortgagor(s) named in the aforegoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act.

At the same time also appeared R. Gardiner Chaney, President of Enterprise Federal Savings and Loan Association of Annapolis, Md., a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

Samuel M. Ivrey

Samuel M. Ivrey; Notary Public.

My commission expires on May 2, 19 55

SAMUEL M. IVREY NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Recorded- 16 Sept., 1954, at 9 A.M.

→ FILE IN EQUITY No. 1,608

Mortgage

FROM

GERALD G. BAIN and

FANNIE J. BAIN, his wife

TO

ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MD.

2.0 acres of land

Property 3rd El. Dist. A. A. Co., Md.

Received for record 16 Sept. 1954 at 9 o'clock A M.

Same day recorded in Liber 2.27 No. 863 folio 406 &c. one of the Land Records of Anne Arundel County and examined per JOHN H. HOPKINS, 3rd Clerk.

Cost of Record $ 5.50 Stamps $2.20 Pd.

SAMUEL M. IVREY
ATTORNEY AT LAW
144 GLOUCESTER STREET
ANNAPOLIS, MD.

Samuel M. Ivrey, Secretary

FOR VALUE RECEIVED, the Enterprise Federal Savings and Loan Association, a body corporate, hereby assigns the above and within mortgage unto Samuel M. Ivrey, Attorney named in the Mortgage, for the purpose of foreclosure and collection.

AS WITNESS its corporate seal and the signature of R. Gardiner Chaney, its president, this 27th. day of December, 1955.

ATTEST:

ENTERPRISE FEDERAL SAVINGSAND LOAN ASSOCIATION

BY R. Gardiner Chaney, President

Samuel M. Ivrey

Property:

Description approved

Execution approved

Received for Record 30 Dec. 1955 at 10 A.M. and the same day recorded in Liber G.T.O. No. 863 Fol. 409 Land Records of Anne Arundel County

GEORGE T. CROMWELL, Clerk

To be filed in Equity

Military Affidavit under Soldiers' and Sailors' Civil Relief Act of 1940 and Amendment thereto of October 6, 1942

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF GERALD G. BAIN ~~&~~ AND FANNIE J. BAIN, his wife

IN THE

Circuit Court

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

~~Docket~~ ..... Fol. .....
Equity

Military Affidavit

ANNE ARUNDEL COUNTY
STATE OF MARYLAND, ~~CITY OF BALTIMORE~~, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in County and for said ~~City~~, personally appeared Samuel M. Ivrey

and made oath in due form of law that he (she) knows the defendant herein, and that to the best of his (her) information, knowledge and belief

(1) said defendant is not in the military service of the United States,

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

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

(4) said defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for military service.

Samuel M. Ivrey
Affiant.

Subscribed and sworn to before me this 30th day of Dec. 19 55

Beverly E. Parker
Notary Public

BEVERLY E. PARKER NOTARY PUBLIC ANNE ARUNDEL CO. MD.

DEC 30 1955

Filed

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LIBER 96 PAGE 389

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
GERALD G. BAIN and	*	FOR
FANNIE J. BAIN, his wife	*	ANNE ARUNDEL COUNTY
	*	EQUITY 11,608 NO.

* *

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage claim of Enterprise Federal Savings and Loan Association of Annapolis, Maryland, under Mortgage to the said Association from Gerald G. Bain and Fannie J. Bain, his wife, dated September 15, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 863, folio 406; said Mortgage being in default.

Balance due upon principal	$6,994.72
Interest to 1/25/56	28.25
	$7,022.97

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 30th day of December, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared R. Gardiner Chaney, President of Enterprise Federal Savings and Loan Association of Annapolis, Maryland, and made oath in due form of law that the aforegoing is a true statement of the amount remaining due on its Mortgage claim described herein, and that it has not received any security of any satisfaction therefor other than the Deed of Mortgage in said statement mentioned.

AS WITNESS my Hand and Notarial Seal.

Betty E. Parks

Betty E. Parks - Notary Public

BETTY E. PARKS NOTARY PUBLIC ANNE ARUNDEL CO. MD.

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

Filed DEC 30 1955

LIBER 96 PAGE 390

No. 11,608 Equity

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICES: NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Samuel M. Ivrey, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of SEVENTY-FIVE HUNDRED DOLLARS ($7,500.00) current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 25th day of January, 1956.

WHEREAS by virtue of a power of sale contained in a mortgage from Gerald G. Bain and Fannie J. Bain, his wife, to the Enterprise (No. 11,608 Federal Savings & Loan Association of Annapolis, Md. Equity) bearing date on or about September 15th, 1954, the said Samuel M. Ivrey is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or in the interest thereon in whole or in part; and Whereas default has been made in the payment of the interest and principal aforesaid, and the said Samuel M. Ivrey is about to execute said power and make sale of the property described as aforesaid in said mortgage;

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

SIGNED, sealed and delivered in the presence of

Virginia S. Hubbard
VIRGINIA S. HUBBARD

Samuel M. Ivrey SEAL
SAMUEL M. IVREY Principal

GLOBE INDEMNITY COMPANY, a body corporate,

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

approved this 25 Jan., 1956
George T. Cromwell, Clerk

Filed JAN 25 1956

GEORGE W. SCIBLE - - LIBER 96 PAGE 391 - - - - - - - - - Auctioneer

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

THIRD ELECTION DISTRICT

ANNE ARUNDEL COUNTY, MD.

Under and by virtue of the power of sale contained in the Mortgage from Gerald G. Bain and Fannie J. Bain, his wife, to Enterprise Federal Savings and Loan Association of Annapolis, Maryland, a body corporate, dated the 15th day of September, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 863, folio 406, the undersigned, as Attorney named in the Mortgage to foreclose in event of default, default having occurred, will offer for sale at public auction at the COURT HOUSE DOOR, Annapolis, Maryland, on

WEDNESDAY, JANUARY 25th, 1956

AT 11 O'CLOCK A.M.

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

BEGINNING FOR THE SAME at a hub set in place of an iron pipe heretofore set at the end of the South 09 degrees 45 minutes West 175.54 foot line of a conveyance from M. J. Swift & Co., Inc. to Bessie Rubin and Alex Rubin, her husband, by Deed dated January 23, 1942 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 253, folio 315, and running thence with said line, the reverse thereof, as corrected for magnetic variation and with the center of a 30 foot road, North 08 degrees 46 minutes East 85.01 feet to a hub, thence leaving said line and the said 30 foot road and running with the center line of a 20 foot right of way, South 84 degrees 35 minutes West 438 feet to the end of the said right of way; thence continuing on the same line South 84 degrees 35 minutes West 438.79 feet to an iron pipe; thence still continuing on the same line South 84 degrees 35 minutes West 72.90 feet to a hub thence still continuing on the same line South 84 degrees 35 minutes West 92.25 feet to an iron pipe now set on the Easternmost side of Cockey's Creek; thence running with the Easternmost shore line and waters of Cockey's Creek in a Southwesterly direction 130 feet more or less to a point where the said shore line intersects the South 85 degrees 30 minutes West 775 foot line of the aforementiond conveyance to Bessie Rubin thence leaving Cockey's Creek and running with the said line the reverse thereof North 84 degrees 35 minutes East 225 feet, more or less to an iron pipe; thence continuing on the same line North 84 degrees 35 minutes East 122.40 feet to an iron pipe; thence still continuing on the same line North 84 degrees 35 minutes East 300.29 feet to an iron pipe; thence still running with the outlines of the aforesaid conveyance North 44 degrees 35 minutes East 151.16 feet to an iron pipe thence still running with the said outlines South 83 degrees 39 minutes East 324.58 feet to the point of beginning. Containing 2.0 acres, more or less.

BEING the same property which was conveyed to the within named Mortgagors, Gerald G. Bain and Fannie J. Bain, his wife, by Dewey G. Collett, unmarried, by Deed dated August 10, 1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 637, folio 392.

The said property being improved by a five room and bath, Block construction dwelling.

TERMS OF SALE: A deposit of Ten (10) per cent of the purchase price will be required of the purchaser or purchasers on the day of sale, balance of the purchase money with interest thereon at the rate of 6% per annum, to be paid in cash upon final ratification of sale. Taxes and all other assessments to be adjusted to the day of sale. For further particulars, apply to:

SAMUEL M. IVREY,
Attorney named in the Mortgage,
144 Gloucester Street
Annapolis, Maryland.

Filed FEB 2 1956

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E. C.

LIBER 96 PAGE 392

I/We hereby certify that I/We purchased the property described on the reverse side of this Hand Bill at and for the price of Three Thousand and 00/100 ($3,000.00) Dollars, and I/We agree to abide by the terms therein.

WITNESS the signature of R. Gardiner Chaney, President of the Enterprise Federal Savings and Loan Association and the Corporate Seal thereof, duly affixed and attested by its Secretary this 25th day of January, 1956.

ATTEST:

Samuel M. Ivrey, Secretary

ENTERPRISE FEDERAL SAVINGS AND LOAN ASS'N

BY: R. Gardiner Chaney

R. Gardiner Chaney, President

I hereby certify that I sold property described on the reverse side of this Hand Bill to Enterprise Federal Savings and Loan Association at and for the price of Three Thousand and 00/100 ($3,000.00) Dollars, he/they, being then and there the highest bidder therefor.

Witness my Hand and Seal this 25th day of January, 1956.

WITNESS:

(SEAL)
Auctioneer

Filed FEB 2 1956

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LIBER 96 PAGE 393

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF GERALD G. BAIN and FANNIE J. BAIN, his wife.	* * * * * *	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 11,608 EQUITY

* *

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Samuel M. Ivrey, Attorney named in the Mortgage, filed in these proceedings, authorized to make sale of the property therein mentioned in the event of default thereunder respectfully shows:

That the said Mortgage being in default, having given bond with surety which was duly approved and having given 20 days notice of time, place, manner and terms of sale by advertisement in the "Evening Capital", a newspaper printed and published in Anne Arundel County, he did, pursuant to said notice of sale attend in person at the Courthouse Door, in the City of Annapolis, Maryland, on Wednesday, January 25, 1956, at 11:00 A.M., the time and place mentioned in said advertisement and then and there in the presence of a number of persons, did proceed to sell at public sale the property mentioned in said Mortgage, to wit:

ALL that lot, piece or parcel of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, and described as follows:

BEGINNING FOR THE SAME at a hub set in place of an iron pipe heretofore set at the end of the South 09 degrees 45 minutes West 175.54 foot line of a conveyance from M. J. Swift and Co., Inc. to Bessie Rubin and Alex Rubin, her husband, by Deed dated January 23, 1942, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 253, folio 315, and running thence with said line, the reverse thereof, as corrected for magnetic variation and with the center of a 30 foot road, North 08 degrees 46 minutes East 85.01

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

Filed FEB 2 1956

feet to a hub, thence leaving said line and the said 30 foot road and running with the center line of a 20 foot right of way, South 84 degrees 35 minutes West 438 feet to the end of the said right of way; thence continuing on the same line South 84 degrees 35 minutes West 438.79 feet to an iron pipe, thence still continuing on the same line South 84 degrees 35 minutes West 72.90 feet to a hub thence still continuing on the same line South 84 degrees 35 minutes West 92.25 feet to an iron pipe now set on the Easternmost side of Cockey's Creek; thence running with the Easternmost shore line and waters of Cockey's Creek in a Southwesterly direction 130 feet more or less to a point where the said shore line interesects the South 85 degrees 30 minutes West 775 foot line of the aforementioned conveyance to Bessie Rubin, thence leaving Cockey's Creek and running with the said line the reverse thereof North 84 degrees 35 minutes East 225 feet, more or less to an iron pipe; thence continuing on the same line North 84 degrees 35 minutes East 122.40 feet to an iron pipe; thence still continuing on the same line North 84 degrees 35 minutes East 300.29 feet to an iron pipe; thence still running with the outlines of the aforesaid conveyance North 44 degrees 35 minutes East 151.16 feet to an iron pipe thence still running with the said outlines South 83 degrees 39 minutes East 324.58 feet to the point of beginning. Containing 2.0 acres, more or less.

BEING the same property which was conveyed to the within named Mortgagors, Gerald G. Bain and Fannie J. Bain, his wife, by Dewey G. Collett, unmarried, by Deed dated August 10, 1951, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 637, folio 392.

Said property being sold to the Enterprise Federal Savings and Loan Association, at and for the sum of $3,000.00, it being at that price then and there the highest bidder therefor.

The said purchaser had agreed to comply with the terms of sale. The agreement of the purchaser, certificate of the auctioneer and report of sale are filed herewith, all of which is respectfully submitted.

And, as in duty bound, etc.

Samuel M. Ivrey, Attorney named in the Mortgage

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

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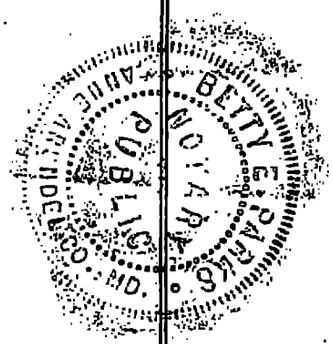
STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 25th. day of January, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Samuel M. Ivrey, Attorney named in the Mortgage, and made oath in due form of law that the matters and things set forth in the foregoing Report of Sale are true as therein set forth and that said sale was fairly made.

AS WITNESS my Hand and Notarial Seal.



Betty E. Parks
Notary Public

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

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LIBER 96 PAGE 396

ORDER NISI

In the Matter of the Mortgaged
Real Estate of

~~vs~~

Gerald G. Bain and
Fannie J. Bain, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,608 Equity

Ordered, this 2nd day of February, 19 56, That the sale of the real estate in these proceedings mentioned made and reported by Samuel M. Ivrey, Attorney named in the mortgage, ~~Trustees~~

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

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

George T. Crommelin Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Filed FEB 2 1956

In the Matter of the Mortgaged
Real Estate of

~~xxxx~~

Gerald G. Bain and
Fannie J. Bain, 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 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
A. J.

I.

Filed MAR 9 1956

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LIBER 96 PAGE 397

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. 11,608 EQUITY
IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF
GERALD G. BAIN and
FANNIE J. BAIN, his wife

Ordered, this 2nd day of February, 1956, That the sale of the Real Estate in these Proceedings mentioned made and reported by Samuel M. Ivey, Attorney named in the mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

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

GEORGE T. CROMWELL Clerk.

True Copy: TEST:

GEORGE T. CROMWELL, Clerk.

2-25

No. E.C. 4710

15

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 8, 1956

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 11608

Gerald G. Bain

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 8th day of March, 1956. The first insertion being made the 7th day of February, 1956

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed MAR 9 1956

In the Case of

In the Matter of the Mortgaged
Real Estate
of
~~xxx~~
Gerald G. Bain
and
Fannie J. Bain, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,608 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 19, 1956

All of which is respectfully submitted.

Laura R. Jacklin
Auditor.

Dr. In the Matter of the Mortgaged Real Estate of Gerald G. Bain and Fannie J. Bain, his wife — in ac.

To Attorney for Fee, viz:	35	00		
To Attorney for Commissions, viz:	120	00	155	00
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	9	00	47	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	72	52		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	13	76		
Globe Indemnity Co. - bond premium	30	00		
George W. Scible - auctioneer's fee	25	00		
Clerk of Court - recording assignment	1	00		
One-half Federal documentary stamps	1	65		
One-half State documentary stamps	1	65		
Betty E. Parks - notary fees	1	50	161	08
To Attorney for Taxes, viz: 1956 State and County taxes ($86.92) adjusted - 25 days	6	25	6	25
To Enterprise Federal Savings & Loan Association of Annapolis, Maryland, mortgagee - this balance on account mortgage claim	2,630	67	2,630	67
			3,000	00
Amount of mortgage claim filed	7,022	97		
Cr. Amount allowed above	2,630	67		
Balance subject to decree in personam	4,392	30		

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with Samuel M. Ivrey, Attorney named in Mortgage Cr.

1956				
Jan.	25	Proceeds of Sale	3,000 00	3,000 00
				3,000 00

ORDER NISI LIBER 96 PAGE 401

In the Matter of the Mortgaged Real Estate of

~~VERSUS~~

Gerald G. Bain

and

Fannie J. Bain, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 11,608 Equity.

ORDERED, This 20th 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.

George J. Cromwell, Clerk

Filed MAR 20 1956

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 24th day of April, 1956, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ Attorney 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 96 PAGE 402 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. 11,608 EQUITY

In the Matter of the Mortgaged Real Estate of GERALD G. BAIN and FANNIE J. BAIN, his wife.

Ordered, this 20th 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

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 16, 1956

We hereby certify, that the annexed

Order Nisi - Anne Arund. Eq. 11608

Gerald G. Bain

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 23rd day of April, 1956. The first insertion being made the 22nd day of March, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

FILED
1956 APR 16 AM 11:16

No. E.C. 356

20

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF LEONARD F. NIEMCZYK and ELAINE M. NIEMCZYK	*	IN THE
	*	CIRCUIT COURT
	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	#11,595 Equity

* * *

Mr. Clerk:

Please docket the above entitled suit, file the within original mortgage and record the assignment thereon.

William J. McWilliams
212 Duke of Gloucester Street
Annapolis, Maryland
Solicitor for Assignee

Filed: 12 Dec. 1935

No. 11,595 Equity

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 96 PAGE 404
LIBER 861 PAGE 112

MARYLAND

MORTGAGE

THIS MORTGAGE, made this 24th day of August, A. D. 19 54, by and between

Leonard F. Niemczyk and Elaine M. Niemczyk, his wife

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and Loyola Federal Savings and Loan Association,

a corporation organized and existing under the laws of the United States 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 five hundred - - - - - - - - - - - - - - - - - Dollars ($ 9,500.00), 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 Loyola Federal Savings and Loan Association, 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-two dollars and eighty-one cents - - - - Dollars ($ 52.81), commencing on the first day of October, 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 September, 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 Lot No. 43, Block A as shown on the Plat of Airage Village which Plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet 4, Rod G-7, Plat 13. Improvements known as No. 437 "M" Street.

Being same lot of ground in Assignment dated even date herewith and recorded among the Land Records of Anne Arundel County prior hereto from The Home Sales Company-C to Leonard F. Niemczyk and wife.

FOR VALUE RECEIVED, Loyola Federal Savings and Loan Association hereby assigns the within mortgage unto Richard D. Bigg, for the purpose of foreclosure.

AS WITNESS the corporate seal of said body corporate and the signature of its Vice-President, this 29th day of November, 1955.

WITNESS:
Elizabeth M. Kerr
ELIZABETH M. KERR

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION
BY James H. Jones
James H. Jones, Vice-President

Filed in Equity Case 11595

Received for Record 21 Day of Dec. 1955, at 11:40 A.M. and the same day recorded in Liber G.L.B. No. 861 Fol. 116 Land Records of Anne Arundel County
GEORGE T. CROMWELL, Clerk

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

Filed 12 Dec 1955

LIBER 96 PAGE 405

LIBER 861 PAGE 113

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:

Youngstown Dishwasher

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein with the benefit of renewal forever; subject to the payment of the annual rent of $90.00 payable in equal semi-annual instalments on the 11th days of June and December 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—40990-8

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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 30 days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or James Clarke Murphy, 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 $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.

N.B. Where interest rate appears as 4%, said rate is now increased to 4½% except as to late charge. This modification was made prior to execution and acknowledgment of this instrument.

Witness:

Regina Graham

Regina Graham

[SEAL]

Leonard F. Niemczyk [SEAL]

Leonard F. Niemczyk

[SEAL]

Elaine M. Niemczyk [SEAL]

Elaine M. Niemczyk

STATE OF MARYLAND, City of Baltimore to wit:

I HEREBY CERTIFY, That on this 31st day of August, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Leonard F. Niemczyk and Elaine M. Niemczyk, his wife the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

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

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

REGINA GRAHAM NOTARY PUBLIC BALTIMORE, MD.

Regina Graham

Regina Graham Notary Public.

Recorded- 8 Sept., 1954, at 9:40 A.M.

LIBER 861 PAGE 116

File in Equity Case # 11595

STATE OF MARYLAND

363 of

Mortgage

Also index in chattels

FROM

LEONARD F. NIEMCZYK AND WIFE

TO

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

Received for Record 8 Sept. 1954 at 9:40 o'clock A. M.

Same day recorded in Liber 112 No. 861 Folio &c., of the Land Records of AA Co.

and examined per

Cost of Record, $ 10.00 Clerk.

U. S. GOVERNMENT PRINTING OFFICE 16—49200-4

Received for Record Day of 19 , at M and the same day recorded in Liber J. H. H., No. Fol. , Land Records of Anne Arundel County.

JOHN H. HOPKINS, Clerk

LIBER 96 PAGE 408

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF LEONARD F. NIEMCZYK and ELAINE M. NIEMCZYK

* * * * *

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY
11,595 Equity

* * *

STATEMENT OF MORTGAGE CLAIM

Statement of the mortgage claim of Loyola Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States, under the mortgage to it from Leonard F. Niemczyk and Elaine M. Niemczyk, his wife dated 31 August 1954 and recorded among the Land Records of Anne Arundel County in liber J.H.H. No. 861, folio 112, said mortgage being in default.

Amount of mortgage	$ 9,500.00
Paid on account of principal	139.29
Principal balance due	9,360.71
Property expense balance - debit	53.84
Balance	9,414.55
Interest from May 1955 to 10 Jan. 1956	292.50
TOTAL DUE	$ 9,707.05

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION
By: James H. Jones
James H. Jones Secretary

STATE OF MARYLAND)
ANNE ARUNDEL CO.) ss
~~CITY OF BALTIMORE~~)

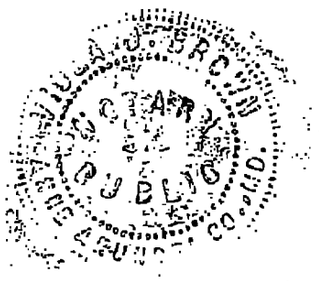
I HEREBY CERTIFY that, on this 19" day of December 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~ County aforesaid, personally appeared JAMES H. JONES, Secretary of Loyola Federal Savings and Loan Association, and made oath in due form of law that the foregoing is a true statement of the amount remaining due

Filed: 20 Dec. 1955

6

it on its mortgage claim described herein and that it has not received any security or any satisfaction therefor other than the deed of mortgage in said statement mentioned.

AS WITNESS my hand and Notarial Seal.



Viola J. Brown
Viola J. Brown Notary Public

7

LIBER 96 PAGE 410

A STOCK COMPANY—ESTABLISHED 1890

Fidelity and Deposit Company

HOME OFFICE **OF MARYLAND** BALTIMORE

No. 11,595 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, Richard D. Biggs

as Principal, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Ten Thousand ($10,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 17th day of January in the year of our Lord 1956

Whereas, the above bounden Richard D. Biggs by virtue of the power contained in a mortgage from Leonard F. Niemczyk and Elaine M. Niemczyk, his wife to Loyola Federal Savings and Loan Association bearing date the 31st day of August, 1954 and recorded among the mortgage records of Anne Arundel County, Maryland in Liber J.H.H. No. 861 Folio 112 and duly assigned to the said Richard D. Biggs on 29 November 1955 for the purpose of foreclosure 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 Richard D. Biggs 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 Richard D. Biggs has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Agent, [redacted], the day and year first herein above written.

Signed, sealed and delivered in the presence of

Leon J. Trossbach

Richard D. Biggs (SEAL)

(SEAL)

Attest:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Leon J. Trossbach

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

MD3228—1M. 5-47 103525
Mortgagee's or Attorney's Bond

Approved this 17 Jan., 1956
George T. Cromwell, Clerk

Filed 17 Jan., 1956, at 10:58 A. M.

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This Power of Attorney limits t[illegible]ict of those named therein to the bonds and undertakings specifically named therein, and they have no authc[illegible] to bind the Company except in the mann[illegible]nd to the extent therein stated

LIBER 96 PAGE 411

L1400c Ctf.—15M, 10-47 *118870*

POWER OF ATTORNEY

Fidelity and Deposit Company of Maryland

HOME OFFICE: BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by J. G. YOST, Vice-President, and D. L. BUCKLER, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The President, or First Vice-President, or Second Vice-President, or any one of the additional Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto."

does hereby nominate, constitute and appoint Ridgely P. Melvin, Jr., of Annapolis, Maryland.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed:

I. Bonds and undertakings for faithful performance of duty, each in a penalty not to exceed the sum of FIFTY THOUSAND Dollars ($50,000) as follows:

(a) Bonds and undertakings to be filed in any Court of the State of MARYLAND, or in any United States Court for said last mentioned State, for administrators and executors; for commissioners, referees and trustees for the sale of property; for receivers and trustees in bankruptcy proceedings; and for receivers in equity; except for receivers of State Banking Institutions;

(b) Bonds and undertakings for receivers of National Banks located in said last mentioned State, for persons and corporations exercising powers of sale in deeds, mortgages, and other written instruments covering property located in said last mentioned State, EXCEPT ASSIGNMENTS FOR BENEFIT OF CREDITORS.

II. Bonds and undertakings to be filed in any Court as aforesaid, each in a penalty not to exceed the sum of TWENTY-FIVE HUNDRED Dollars ($2,500) as follows:

For the payment of costs; for petitioning creditors; for plaintiffs in attachment, garnishment, sequestration and replevin suits; for removal of suits from State to Federal Courts.

III. Bonds and undertakings for Trustees under Will and Guardians for faithful performance of duty, and to be filed in any Court as aforesaid, each in a penalty not to exceed the sum of TEN THOUSAND DOLLARS ($10,000).

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Maryland, in their own proper persons.

The said Assistant Secretary does hereby certify that the aforegoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 30th day of December, A.D. 1947.

ATTEST: **FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

(SIGNED) D. L. BUCKLER *Assistant Secretary* (SEAL)

By J. G. YOST *Vice-President*

STATE OF MARYLAND
CITY OF BALTIMORE } ss:

On this 30th day of December, A.D. 19 47, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.

(SIGNED) ANNA B. NAU *Notary Public*
(SEAL) E. N. PERCIOT, Jr. My Commission Expires May 2, 1949.

CERTIFICATE

I, [illegible], Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the attached Power of Attorney dated December 30, 1947, in behalf of Ridgely P. Melvin, Jr., of Annapolis, Maryland, is a true and correct copy and that same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said J. G. YOST and D. L. BUCKLER, who executed the attached Power of Attorney as Vice-President and Assistant Secretary respectively, were on the date of the execution of the attached Power of Attorney the duly elected Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and that the said J. G. YOST was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact or to authorize any person or persons to execute on behalf of the Company any bonds, recognizances, stipulations, undertakings, deeds, releases of mortgages, contracts, agreements and policies, and to affix the seal of the Company thereto as provided in said Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company this [illegible] day of [illegible] 19[illegible]

[illegible] *Assistant Secretary*

GEORGE W. SCIBI - LIBER 96 - PAGE 412 - - - - - - - Auctioneer

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

ATTORNEY'S SALE

OF VALUABLE

Leasehold Property

SITUATE IN THE FIFTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND IN AIRAGE VILLAGE.

By virtue of the power and authority contained in a mortgage from Leonard F. Niemczyk and Elaine M. Niemczyk, his wife, dated 31 August, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 861, folio 112, the undersigned assignee of said mortgage (default having occurred thereunder), will sell at public auction at the Court House door, Annapolis, Anne Arundel County, Maryland, on

TUESDAY, JANUARY 17th, 1956

AT 11 O'CLOCK A.M.

the following property:

All that lot or parcel of land situate in Airage Village, in the Fifth Election District of Anne Arundel County, known and designated as Lot No. 43, Block A as shown on the Plat of Airage Village, which plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet 4, Rod G-7, Plat 13. Improvements known as No. 437 "M" Street.

Subject to the payment of an annual ground rent of $90.00 payable in equal semi-annual installments on the 11th days of June and December, in each and every year.

The property is improved by a two-story brick group house, six rooms and bath, forced hot air heat, gas fired.

TERMS OF SALE: A deposit of $500.00 will be required at the time of sale and the balance of the purchase money, with interest thereon at the rate of six per cent per annum, to be paid in cash upon the final ratification of sale. Taxes, insurance and expenses to be adjusted to the date of sale.

For further particulars, apply to

RICHARD D. BIGGS
Assignee,
212 Duke of Gloucester Street,
Annapolis, Maryland

Filed JAN 24 1956

I hereby certify that I have this 17" day of January 1956, sold the within described property to Loyola Federal Savings & Loan Association at and for the sum of Eight Thousand Dollars ($8,000.00) it being at that figure the highest bidder therefor; and I hereby further certify that said sale was fairly made.

/s/ Geo. W. Scible
Auctioneer

I, Frederick J. Grandy, Asst. Vice President of Loyola Federal Savings and Loan Assoc. hereby certify that I have this 17" day of January 1956 purchased the within described property from Richard D. Biggs, Assignee, for said Association at and for the sum of $ 8,000.00 and hereby agree to comply with the terms of said sale as set forth on the reverse side hereof.

Loyola Federal Savings and Loan Association

By /s/ Frederick J. Grandy (SEAL)
Asst. Vice President

Filed JAN 24 1956

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF LEONARD F. NIEMCZYK AND ELAINE M. NIEMCZYK	* * * * * * * * * * *	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY #11,595 - Equity

REPORT OF SALE

TO THE HONORABLE THE JUDGES OF SAID COURT:

The Report of Sale of Richard D. Biggs, Assignee of the mortgage filed in these proceedings, respectfully shows:

1. That under and by virtue of the power of sale contained in a mortgage from Leonard F. Niemczyk and Elaine M. Niemczyk, his wife, dated 31 August 1954, and recorded among the Land Records of Anne Arundel County in liber J.H.H. No. 861, folio 112, the said Richard D. Biggs, as the Assignee of said mortgage by short assignment duly recorded, to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper printed and published in Anne Arundel County, and also by handbills distributed throughout the vicinity of the property and elsewhere, did on Tuesday, 17 January 1956, at 11:00 o'clock a.m. at the Court House door in the City of Annapolis, Maryland, offer the property in said mortgage described for sale by public auction; and the said Richard D. Biggs, Assignee as aforesaid, then and there sold the said property to Loyola Federal Savings and Loan Association, of Baltimore, Maryland, at and for the sum of Eight Thousand Dollars ($8,000.00), it being at that figure the highest bidder therefor, the said property being the following:

Filed JAN 24 1956

//

All that lot or parcel of land situate in Airage Village, in the Fifth Election District of Anne Arundel County, known and designated as Lot No. 43, Block A as shown on the Plat of Airage Village, which plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet 4, Rod G-7, Plat 13. Improvements known as No. 437 "M" Street.

2. And the said Assignee further reports that he has received from the purchaser the deposit of Five Hundred Dollars ($500.00) required by the terms of said sale, and has also obtained the written agreement of the purchaser to comply with the other of said terms, the same being as follows:

"Terms of Sale: A deposit of $500.00 will be required at the time of sale and the balance of the purchase money, with interest thereon at the rate of six per cent per annum, to be paid in cash upon the final ratification of sale. Taxes, insurance and expenses to be adjusted to the date of sale."

Respectfully submitted,

Richard D. Riggs
Assignee

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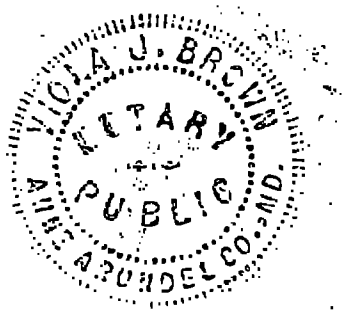
STATE OF MARYLAND)
) S.S.
COUNTY OF ANNE ARUNDEL)

I HEREBY CERTIFY that on this 23" day of January 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared RICHARD D. BIGGS, Assignee, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true, and that the said sale was fairly made.



AS WITNESS my hand and notarial seal.

Viola J. Brown
Notary Public

LIBER 96 PAGE 417

ORDER NISI

In The Matter Of The
Mortgaged Real Estate Of

~~XXXXXX~~

Leonard F. Niemczyk And
Elaine M. Niemczyk

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,595 Equity

Ordered, this 24 day of January, 19 56, That the sale of the Property in these Proceedings mentioned, made and reported by Richard D. Biggs, Assignee, ~~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 sale ~~XXXXX~~ was $ 8,000.00.

George J. Cromwell, Clerk.

True Copy.

TEST: Clerk.

(Final Order)

Filed JAN 24 1956

In The Matter Of The
Mortgaged Real Estate Of

~~XXXXXX~~

Leonard F. Niemczyk And
Elaine M. Niemczyk

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 8th day of March, 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
Associate Judge

14

Filed MAR 8 1956

LIBER 96 PAGE 418

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 7, 1956

We hereby certify, that the annexed

Order Nisi - Date - No. 11,595

Elaine M. Niemczyk

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 5th day of March, 1956. The first insertion being made the 2nd day of February, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

No. M.G. 2430 By Marie Tate

Filed MAR 8 1956

15

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,595 Equity

In The Matter Of The Mortgaged Real Estate Of LEONARD F. NIEMCZYK And ELAINE M. NIEMCZYK

Ordered, this 24th day of January, 1956, That the sale of the Property in these Proceedings mentioned, made and reported by Richard D. Biggs, Assignee, 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 $8,000.00

GEORGE T. CROMWELL, Clerk.

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

f-23

GEORGE W. SCIB[illegible] - LIBER - 96 PAGE 419 - - - - - Auctioneer

McWILLIAMS, EVANS and MELVIN
Solicitors
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ATTORNEY'S SALE

OF VALUABLE

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For further particulars, apply to

RICHARD D. BIGGS
Assignee,
212 Duke of Gloucester Street,
Annapolis, Maryland

Filed MAR 20 1956

6

#11595 Eq.

I hereby certify that I have this 17" day of January 1956, sold the within described property to Loyola Federal Savings and Loan Association at and for the sum of Eight Thousand Dollars ($8000.00) being at that figure the highest bidder therefor; and I hereby further certify that said sale was fairly made.

Auctioneer

I, Frederick J. Grundy, Asst Vice President of Loyola F.S. & L. Assn. hereby certify that I have this 17 day of January 1956 purchased the within described property from Richard D. Biggs, Assignee, at and for the sum of $8000.00 for said Association and hereby agree to comply with the terms of said sale as set forth on the reverse side hereof.

Loyola Federal Savings and Loan Association

By Frederick J. Grundy (SEAL)
Asst Vice President

Filed MAR 20 1956

In the Case of

In the Matter of the
Mortgaged Real Estate
of
vs
Leonard F. Niemczyk
and
Elaine M. Niemczyk, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,595 Equity

To the Honorable, the Judges of said Court:

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

April 2, 1956

All of which is respectfully submitted.

Laura K. Dicklin
Auditor.

Dr. In the Matter of the Mortgaged Real Estate of Leonard F. Niemczyk and Elaine M. Niemczyk, his wife in ac.

To Assignee for Fee, in lieu of fee and commission, as agreed, viz:	250 00	250 00
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10 00	
Clerk of Court - Court costs	31 00	
Auditor - stating this account and three certifications	15 00	56 00
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	37 52	
Capital-Gazette Press - order nisi (sale)	8 00	
Capital-Gazette Press - order nisi (acct)	6 00	
Speer Publications, Inc. - handbills	11 01	
Fidelity & Deposit Co. of Md. -bond premium	40 00	
George W. Scible - auctioneer's fee	35 00	
One-half Federal documentary stamps	4 40	
One-half State documentary stamps	4 40	
Clerk of Court - recording assignment	75	
Viola J. Brown - notary fees	1 00	148 08
To Assignee for Taxes, viz: 1956 State and County taxes ($125.06) adjusted - 17 days	5 95	5 95
To Assignee for Benefit Charges, viz: A. A. County Sanitary Commission - water and sewer benefit charges - adj.	50	50
To Assignee for Ground Rent, viz: Semi-annual ground rent ($45.00) due 6/11/56 - adjusted - 37 days	9 00	9 00
To Loyola Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	7,530 47	7,530 47
		8,000 00
Amount of mortgage claim filed	9,707 05	
Cr. Amount allowed above	7,530 47	
Balance subject to decree in personam	2,176 58	

19

with

Richard D. Biggs, Assignee

Cr.

1956				
Jan.	17	Proceeds of Sale	8,000 00	8,000 00
			8,000 00	

ORDER NISI LIBER 96 PAGE 424

In the Matter of the Mortgaged Real Estate of

~~VERSUS~~

Leonard F. Niemczyk

and

Elaine M. Niemczyk, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,595 Equity.

ORDERED, This 6th day of April, 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 14th 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 14th day of May next.

Filed APR 6 1956 George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 15th day of May, 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
1956 MAY 16 PM 2:56

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 2, 1956

We hereby certify, that the annexed Order Nisi Eq. 11,595 Auditor Account Leonard F. Niemczyk 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 May, 1956. The first insertion being made the 12th day of April, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,595 Equity

In The Matter Of The Mortgaged Real Estate Of LEONARD F. NIEMCZYK and ELAINE M. NIEMCZYK, His Wife.

Ordered, this 6th day of April, 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 14th 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 14th day of May next.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

a-26

FILED
1956 MAY 3 AM 10:58

No. M 7129

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
VS.	*	FOR
JOHN W. STROUPE, JR. and	*	ANNE ARUNDEL COUNTY
CAROLYN H. STROUPE, his wife	*	No. 11,614 Equity

* * * *

MR. CLERK:

Please docket Suit in the above entitled case and file Petitioner's Exhibit "A".

WILLIAM C. ROGERS, Attorney
Named in Mortgage

Winson G. Gott, Jr., Lee Bldg. Annapolis
Attorney for Plaintiff

Filed JAN 13 1956

11757

LIBER 96 PAGE 426
LIBER 807 PAGE 120

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.

MARYLAND

PETITIONER'S EXHIBIT "A"

MORTGAGE

No. 11,614 Equity

THIS MORTGAGE, made this 8th day of January, A. D. 1954, by and between JOHN W. STROUPE, JR. AND CAROLYN H. STROUPE, his wife- - - -

of Anne Arundel County, - - - - - - - - - - - -, in the State of Maryland, hereinafter called the Mortgagor, and FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated - - - - - - - - - - - - - - - - - - ~~a corporation organized and existing under the laws of the~~ 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 SEVENTY-SIX HUNDRED - - - - - - - - - - - - - - - - - Dollars ($ 7600.00), 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 FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, in Baltimore City, State of - - - - Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of FORTY-EIGHT DOLLARS AND NINE CENTS - - - - ~~Dollars~~ ($ 48.09), commencing on the first day of February - - -, 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 January - - - - - -, 19 74. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

BEGINNING for the same at a point on the northwest side of Brookfield Road as laid out thirty-four feet wide distant south thirty-one degrees forty-seven minutes west one hundred seventy-eight and seventy-five one-hundredths feet from the intersection of the northwest side of the said road and the southwest side of Mountain Road as laid out forty feet wide and running thence with the northwest side of Brookfield Road south thirty-one degrees forty-seven minutes west seventy-five and no-tenths feet thence leaving the said road and running north fifty-eight degrees thirteen minutes west two hundred and no-tenths feet thence running north thirty-one degrees forty-seven minutes east seventy-five and no-tenths feet thence running south fifty-eight degrees thirteen minutes east two hundred and no-tenths feet to the place of beginning. Containing fifteen thousand square feet of land. Situate on the northwest side of Brookfield Road.

Being the same lot of ground which by Deed dated even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by GEORGE J. MESZAROS AND HENRIETTA C. MESZAROS, his wife, to JOHN W. STROUPE, JR. AND CAROLYN H. STROUPE his wife, the within Mortgagors.

The Mortgagors covenant and agree that so long as this mortgage and the said note secured hereby are insured under the provisions of the National Housing Act, they will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color or creed. Upon any violation of this undertaking, the mortgagee may, at its option declare the unpaid balance of the debt secured hereby immediately due and payable.

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

16—49890-6

Petitioner's Exhibit "a"

Filed JAN 13 1956

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:

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, forever in fee simple.

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

16—49890-8

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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 WILLIAM C. ROGERS ; 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 ONE HUNDRED 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:

Gertrude Lyons McNeil
GERTRUDE LYONS McNEIL

John W. Stroupe Jr. (SEAL)
JOHN W. STROUPE, JR.

Carolyn H. Stroupe (SEAL)
CAROLYN H. STROUPE

(SEAL)

(SEAL)

LIBER 807 PAGE 123

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 8th day of January, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared JOHN W. STROUPE, JR. AND CAROLYN H. STROUPE, his wife- - - - - - - - - the above named Mortgagors, and they acknowledged the foregoing mortgage to be their- - - - - - - - - - - - - - - act.

At the same time also personally appeared STANLEY L. HOLLES, - - - - - - - - - - - - , 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.

GERTRUDE LYONS McNEIL NOTARY PUBLIC BALTIMORE COUNTY, MD.

Gertrude Lyons McNeil
Notary Public.

My commission expires May 2nd, 1955.

GERTRUDE LYONS McNEIL

Recorded-12th-Jany-1954-at-1:20-P.M.

FILE NO. 24420
WRITTEN BY MBP
STATE OF MARYLAND FORM APPROVED RMS
READY FOR RECORD

Mortgage

FROM
JOHN W. STROUPE, JR. AND
CAROLYN H. STROUPE, his wife.

TO
FRATERNITY FEDERAL SAVINGS
AND LOAN ASSOCIATION

N.W.S. Brooklyn Ave. Pct.

Received for Record 12 day of Jan 1954 at 1.20 o'clock P.M.
Same day recorded in Liber 807 Folio 120 &c.,
No. 807 Folio 120 one of the Land Records of A.A. Co.
and examined per

JOHN H. HOPKINS, 3rd, Clerk.
Cost of Record, $ 12.50

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

5

14

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
VS	*	FOR
JOHN W. STROUPE, JR. and	*	ANNE ARUNDEL COUNTY
CAROLYN H. STROUPE, his wife	*	
* * * * *		No. 11,614 Equity

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Fraternity Federal Savings and Loan Association under the mortgage from John W. Stroupe, Jr. and wife to Fraternity Federal Savings and Loan Association, dated January 8, 1954, and recorded among the Land Records of Anne Arundel County in Liber No. J.H.H. 807, folio 120.

February 21, 1956

John W. Stroupe, Jr. and wife
Brookfield Road
Anne Arundel County, Maryland

Original Amount of Loan	$7,600.00
Interest to Feb. 1, 1956	683.07
Fire Insurance	85.50
Taxes 1955	75.09
	$8,443.66
Less Payments	- 980.90
Balance due on Loan	$7,462.76

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

By _____
Ralph M. Milbourne, Vice President

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

I HEREBY CERTIFY that on this 27th day of February 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Ralph M. Milbourne, Vice President of Fraternity Federal Savings and Loan Association, and William C. Rogers, Attorney named in the mortgage, and made oath in due form of law that the aforegoing is a true and just Statement of the amount of Mortgage Claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

Filed MAR 3 1956

_____
HERBERT C. MOORE, Notary Public

6

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
VS	*	FOR
JOHN W. STROUPE, JR. and	*	ANNE ARUNDEL COUNTY
CAROLYN H. STROUPE, his wife	*	No. 11,614 Equity

* * * * * *

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

On this 29th day of February, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared William C. Rogers, Plaintiff in the above entitled cause, who being duly sworn according to law, deposed and said:

That John W. Stroupe, Jr. and Carolyn H. Stroupe, his wife, are the owners of the mortgaged property described in the mortgage filed in these proceedings; and upon diligent inquiry it has been found that the said John W. Stroupe, Jr. and Carolyn H. Stroupe, his wife, are not now in the military service of the United States.

WILLIAM C. ROGERS, Affiant

Sworn to, acknowledged and subscribed to before me, the day and year first above written.

HERBERT C. MOORE Notary Public

Filed MAR 3 1956

Mortgagee and Attorney's Bond.

LIBER 96 PAGE 432

US 1-369

No. 11,614 Equity

UNITED STATES CASUALTY COMPANY

60 JOHN STREET, NEW YORK

Know All Men by These Presents:

That we William C. Rogers

113 E. Baltimore Street, Baltimore 2, Maryland as Principal

and UNITED STATES CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of SEVEN THOUSAND FIVE-HUNDRED AND NO/100 - - - - - - - - - - - - - ($7,500.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this twenty-ninth day of February in the year nineteen hundred and fifty-six.

Whereas, the above bounden William C. Rogers

by virtue of the power contained in a Mortgage from John W. Stroupe and Carolyn H. Stroupe, his wife, to Fraternity Federal Savings and Loan Association, a body corporate bearing date the eighth day of January nineteen hundred and fifty-four, and recorded among the Land Records of Anne Arundel County, in Liber JHH No. 807, Folio 120, and

William C. Rogers

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

Now the Conditions of this Obligation are Such, That if the above bounden

William C. Rogers

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

Signed, Sealed and Delivered in the presence of

Witness as to Principal:

Herbert C. Moore

Attest: HERBERT C. MOORE

Witness as to Surety:

D. J. Kuhns

D. J. Kuhns

William C. Rogers (Seal)

(Seal)

(Seal)

UNITED STATES CASUALTY COMPANY,

By J. F. Eierman, Vice-President

Attest: G. Lee Burgess, Asst. Secty.

Bond approved this 3 Mar. 1956
George J. Cromwell, Clerk.

MAR 3 1956

Filed

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

ATTORNEY'S SALE

OF VALUABLE IMPROVED

Fee Simple Property

IN THIRD ELECTION DISTRICT

Under and by virtue of a power of sale contained in a Mortgage from John W. Stroupe, Jr. and Carolyn H. Stroupe, his wife, to Fraternity Federal Savings and Loan Association, dated January 8, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 807, folio 120, default having occurred thereunder, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, Maryland, on

SATURDAY, MARCH 3rd, 1956

AT 2:15 P. M.

All that lot of ground with improvements thereon on the northwest side of Brookfield Road, near Mountain Road, described as follows: Beginning for the same at a point on the northwest side of Brookfield Road as laid out thirty-four feet wide, distant South thirty-one degrees, forty-seven minutes West, one hundred and seventy-eight and seventy-five one hundredths feet from the intersection of the northwest side of the said road and the southwest side of Mountain Road as laid out forty feet wide, and running thence with the northwest side of Brookfield Road South thirty-one degrees forty-seven minutes West seventy-five and no-tenths feet thence leaving the said road and running North fifty-eight degrees, thirteen minutes West two hundred and no tenths feet thence running North thirty-one degrees, forty-seven minutes East seventy-five and no-tenths feet thence running South fifty-eight degrees, thirteen minutes East, two hundred and no-tenths feet to the place of beginning. Containing 15,000 square feet of land. Being the same lot which by Deed dated January 8, 1954, and recorded among the aforesaid Land Records in Liber J.H.H. No. 807, folio 117 was conveyed by George J. Meszaros and wife to said Mortgagors.

IMPROVEMENTS: This property is improved by a one-story, two bedroom frame dwelling.

TERMS OF SALE: Cash. A deposit of $500 will be required of the purchaser at the time of sale; balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County; 6% interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to day of sale.

WILLIAM C. ROGERS,
Attorney Named in Mortgage
Rogers Building,
113 E. Baltimore Street,
Baltimore, Maryland

MAR 7 1956

Filed

I hereby certify that I have this 3rd day of March, 1956, sold the within described property to William G.Ricker and Helen G.Ricker, his wife at and for the sum of Eight Thousand - - - - - - - - - - - - - Dollars ($8,000.00), they being at that figure the highest bidders therefor, and I further certify that the said sale was fairly made.

George W. Scible, Auctioneer

We hereby certify that we, William G.Ricker and Helen E. Ricker, have this day, March 3rd, 1956, purchased the within described property from William C. Rogers, Attorney named in the Mortgage, at and for the sum of Eight Thousand - Dollars ($8,000.00), and we hereby agree to comply with the terms of sale as set forth on the reverse side hereof.

Helen E. Ricker
Wm. G. Ricker
Purchasers

MAR 7 - 1956
Filed

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
VS	*	FOR
JOHN W. STROUPE, JR. and	*	ANNE ARUNDEL COUNTY
CAROLYN H. STROUPE, his wife	*	

* * * * *

No. 11.614 Equity

REPORT OF SALE

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

The Report of Sale of William C. Rogers, Attorney named in Mortgage to make sale of property known as Brookfield Road, Anne Arundel County, Maryland, in the proceedings in said cause mentioned, respectfully shows that after giving bond with security for the faithful discharge of his trust, as prescribed by law, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Maryland Gazette, a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of said sale, said Attorney named in Mortgage, William C. Rogers, did pursuant to said notice on Saturday, March 3, 1956, at 2:15 P.M., attend at the Court House Door, and then and there sold at public auction for the highest amount bid the fee simple property mentioned and described in the attached advertisement of sale, which is prayed to be taken as part of this Report, unto William G. Ricker and Helen E. Ricker, his wife, at and for the price of $8,000.00.

WILLIAM C. ROGERS, Attorney
named in Mortgage

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

I HEREBY CERTIFY That on this 6th day of March, 1956 before me, a subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William C. Rogers, Attorney named in Mortgage, and made oath that the facts stated in the aforegoing Report of Sale are true as therein set forth, and that sale thereby reported was fairly made.

HERBERT C. MOORE, Notary Public

MAR 7 1956

Filed

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

Attorney's Sale

OF VALUABLE IMPROVED FEE SIMPLE PROPERTY IN THIRD ELECTION DISTRICT

Under and by virtue of a power of sale contained in a Mortgage from John W. Stroupe, Jr. and Carolyn H. Stroupe, his wife, to Fraternity Federal Savings and Loan Association, dated January 8, 1954 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 807, folio 126, default having occurred thereunder, the undersigned, as Attorney named in said Mortgage will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, Maryland, on

Saturday, March 3, 1956
At 2:15 P. M.

All that lot of ground with improvements thereon on the northwest side of Brookfield Road, near Mountain Road, described as follows: Beginning for the same at a point on the northwest side of Brookfield Road as laid out thirty-four feet wide, distant South thirty-one degrees, forty-seven minutes West, one hundred and seventy-eight and seventy-five one hundredths feet from the intersection of the northwest side of the said road and the southwest side of Mountain Road as laid out forty feet wide, and running thence with the northwest side of Brookfield Road South thirty-one degrees forty-seven minutes West seventy-five and no-tenths feet thence leaving the said road and running North fifty-eight degrees, thirteen minutes West two hundred and no-tenths feet thence running North thirty-one degrees, forty-seven minutes East seventy-five and no-tenths feet thence running South fifty-eight degrees, thirteen minutes East, two hundred and no-tenths feet to the place of beginning. Containing 15,000 square feet of land. Being the same lot which by Deed dated January 8, 1954 and recorded among the aforesaid Land Records in Liber J. H. H. No. 807, folio 117 was conveyed by George J. Messeros and wife to said Mortgagors.

Subject to the legal operation and effect of restrictions and agreements of record.

IMPROVEMENTS: This property is improved by a one-story, two bed-room frame dwelling.

Terms of Sale: Cash. A deposit of $500 will be required of the purchaser at the time of sale; balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County; 6% interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to day of sale.

WILLIAM C. ROGERS
Attorney named in Mortgage
Rogers Building
113 E. Baltimore Street
Baltimore, Maryland

GEORGE SCIBLE, Auctioneer. m-1

LIBER 96 PAGE 437

ORDER NISI

William C. Rogers, Attorney
Named in Mortgage

versus

John W. Stroupe, Jr., and
Carolyn H. Stroupe, his wife,

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,614 Equity

Ordered, this 7th day of March, 19 56, That the sale of the property in these proceedings mentioned,
made and reported by William C. Rogers, Attorney named in Mortgage
~~Trustees~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of April next.

The report states that the amount of sale ~~xxxxx~~ was $ 8,000.00.

George T. Cromwell Clerk.

True Copy,

Filed MAR 7 1956

TEST: Clerk.

(Final Order)

William C. Rogers, Attorney
Named in Mortgage

versus

John W. Stroupe, Jr., and
Carolyn H. Stroupe, his wife,

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 18th day of April, finally 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
Judge.

FILED
1956 APR 18 PM 3:36

12

Additional
Mortgagee and Attorney's Bond.

LIBER 96 PAGE 438

US 1-369

No. 11,614 Equity

UNITED STATES CASUALTY COMPANY

60 JOHN STREET, NEW YORK

Know All Men by These Presents:

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

Sealed with our seals, and dated this 3rd day of March in the year nineteen hundred and fifty-six.

Whereas, the above bounden William C. Rogers by virtue of the power contained in a Mortgage from John W. Stroupe, Jr. and Carolyn H. Stroupe, his wife, to Fraternity Federal Savings and Loan Association, a body corporate - - - - bearing date the 8th day of January nineteen hundred and fifty-four and recorded among the Land Records of Anne Arundel County, in Liber JHH No. 807, Folio 120, and

William C. Rogers

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

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

Signed, Sealed and Delivered in the presence of
HERBERT C. MOORE
Herbert C. Moore
Witness as to Surety:
M. H. Wolf
M.H.Wolf

William C. Rogers (Seal)
William C. Rogers
(Seal)
(Seal)

UNITED STATES CASUALTY COMPANY
By J. D. Mahon
J.D.Mahon, Vice President
Attest:
G. Lee Burgess
G.Lee Burgess, Assistant Secretary

add'l Bond approved this 17 Mar, 1956.
George T. Cromwell, Clerk.

Filed MAR 17 1956

13

LIBER 96 PAGE 439

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 - Sale Eq. 11,614 John W. Stroupe was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 16th day of April, 1956. The first insertion being made the 15th day of March, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,614 Equity

WILLIAM C. ROGERS, Attorney Named In Mortgage

Vs.

JOHN W. STROUPE, JR., and CAROLYN H. STROUPE, his wife.

Ordered this 7th day of March, 1956, That the sale of the property in these proceedings mentioned, made and reported by William C. Rogers, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of April next.

The report states that the amount of sale was $8,000.00.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

a-5

FILED

No. 1956 APR 18 AM 9:25

14

LIBER 96 PAGE 440

In the Case of

William C. Rogers,
Attorney named in Mortgage
vs.
John W. Stroupe, Jr.,
and
Carolyn H. Stroupe, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,614 Equity

To the Honorable, the Judges of said Court:

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

May 29, 1956

All of which is respectfully submitted.

Laura K. Jicklin
Auditor.

FILED
1956 JUN -6 PM 12:59

14

Dr. in ac.

William C. Rogers, Attorney named in Mortgage, vs. John W. Stroupe, Jr., and Carolyn H. Stroupe, his wife

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	272	25	372	25
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Clurt - Court costs	29	50		
Auditor - stating this account	13	50	53	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	50	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	8	88		
U. S. Casualty Co. - bond premiums	32	00		
George W. Scible - auctioneer's fee	35	00		
One-half Federal documentary stamps	4	40		
One-half State documentary stamps	4	40		
Herbert C. Moore - notary fees	1	50	150	18
To Attorney for Taxes, viz: 1956 State and County taxes - adjusted to 3/3/56	13	49	13	49
To Fraternity Federal Savings & Loan Ass'n, mortgagee - in full for mortgage claim filed	7,462	76	7,462	76
To John W. Stroupe, Jr., and Carolyn H. Stroupe, his wife, mortgagors - this balance	65	64	65	64
			8,117	32

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

1956			8,000	00		
Mar.	3	Proceeds of Sale				
		Interest on $7,500.00 deferred pay-				
		ment - 2 months	75	00	8,075	00
		Refund fire insurance premium	42	32	42	32
			8,117	32		
			8,117	32		

LIBER 96 PAGE 443

ORDER NISI

William C. Rogers,

Attorney named in Mortgage

VERSUS

John W. Stroupe, Jr.,

and

Carolyn H. Stroupe, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,614 Equity.

ORDERED, This 6th day of ~~May~~ June, 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 16th day of ~~June~~ 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 16th day of ~~July~~ July next.

Filed 6 June 1956. 1259 m. George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 18th 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 18 PM 3:58

11 614

LIBER 96 PAGE 444

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. 11,614 Equity
WILLIAM C. ROGERS, Attorney Named In Mortgage

Vs.

JOHN W. STROUPE, JR., And CAROLYN H. STROUPE, His Wife.

Ordered, this 6th day of June, 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 16th 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 16th day of July next.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

jn-28

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 17, 1956

We hereby certify, that the annexed Order Nisi Eq. 11,614 Auditor account John W. Stroupe, 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 16th day of July, 1956. The first insertion being made the 14th day of June, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M.G. 422 1956 JUL 18 AM 9:23 By H. Tilghman

17

Albert Belt, 25 Hicks Ave., Parole, Maryland.	:	No. 10,380 Equity
	:	In the
Julia Belt Clemons, 1938 West Vine Street, Baltimore, Maryland.	:	Circuit Court
George Belt Parole, Maryland.	:	for
May Fay Chase, 72 Cathedral Street, Annapolis, Md.	:	Anne Arundel County
vs.	:	
Albert Belt, 1827 Madison Avenue, Baltimore, Md.	:	

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

BILL FOR SALE OF REAL ESTATE FOR THE PURPOSE OF PARTITION

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

To the Honorable, the Judge of said Court:

Your Orators humbly complaining say:

1.

That Albert Belt during his lifetime and at the time of his death was seized and possessed of a lot of ground lying, being and situate in the Sixth Election District of Anne Arundel County, in the City of Annapolis, Maryland, on Larkins Street, which said property the said Albert Belt acquired from Robert Chase and Eva Chase, his wife, et al, by deed dated the 14th day of May, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 477 , folio 228 , a certified copy of said deed being filed herewith as Plaintiffs' 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.

2.

That while being so seized and possessed of the real estate aforesaid the said Albert Belt died intestate on or about the 7th day of May, 1951, at Annapolis, Maryland.

Filed October 5, 1951

3.

That the said Albert Belt had two brothers. One brother, Louis Belt, died intestate on or about August 26th, 1928, and left surviving him, to wit: One son, Albert Belt.

That Thomas Belt, the other brother of Albert Belt, died May 20th, 1913, and left surviving him a widow Nannie Belt and the following childred:

(a) Julia Belt Clemons, who married one Eddie Clemons, whose address is 1938 West Vine St., Baltimore, Md.

(b) Albert Belt, the defendant, whose address is 1827 Madison Ave., Baltimore, Md.

(c) George Belt, whose address is Parole, Md.

(d) Leroy Belt who died November 7th, 1951, single, no children.

(e) Louis Belt, who died October 27th, 1931, single, no children.

(f) Thomas Belt, who died September 23rd, 1946, who left surviving him a widow

1. Helen Belt, 103 College Creek Terrace Annapolis, Md.

who also left surviving him a daughter

2. May Fay Chase, 72 Cathedral Street, Annapolis, Md.

4.

That the said property is unimproved and cannot be divided in kind without material loss or injury.

5.

That no letters of administration were taken out on the following estates: Albert Belt, Thomas Belt, Leroy Belt and Louis Belt.

To the end, therefore:

1. That a decree may be passed by this Honorable Court directing the sale of the real estate in these proceedings mentioned and that the proceeds arising from said sale be distributed amongst the parties entitled to the same according to their respective interest

and that in said decree provision may be made for a ninety day notice to creditors on the estates of Albert Belt, Leroy Belt, Thomas Belt and Louis Belt.

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

And as in duty bound, etc.

George B. Woelfel

George B. Woelfel
Solicitor for Plaintiffs
9-11 School Street
Annapolis, Md.

(INT. REV. STAMPS $.55; MD. STATE STAMPS $.55)

This Deed, made this 14th day of May, in the year 1948, by and between Robert Chase and Eva Chase, his wife, hereinafter called parties of the first part, and the Southern Life Insurance Company of Baltimore City, a Maryland Corporation, hereinafter called party of the second part, and Albert Belt, hereinafter called party of the third part.

Whereas the said party of the second part is the holder of a mortgage on the property hereinafter described, said mortgage being dated the 26th day of February, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 457, folio 467, said party of the second part joining in this deed for the sole purpose of releasing the lot of ground hereinafter described from the legal operation and effect of the aforesaid mortgage, retaining its lien, however, on all other property in the said mortgage mentioned.

Now, therefore, this Deed Witnesseth: That for and in consideration of the premises and the further sum of Five Dollars, the said parties of the first and second parts do hereby grant, convey and release unto the said party of the third part, his heirs and assigns, in fee simple, all that lot or parcel of ground lying, being and situate in the City of Annapolis, Maryland, and described according to a plat and survey made by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor, in January 1943, and more particularly described as follows:

Beginning for the same at a point on the east side of Larkin Street (formerly Acton Lane 12 feet wide) which point of beginning is located north 10 degrees 15 minutes east 164 feet from the building line of Shaw Street and is also located along the same line 171.7 feet from the north curbline of Shaw Street; thence continuing with the east side of Larkin Street based on a width of twelve feet of the aforesaid Larkin Street, north 10 degrees 15 minutes east 20 feet; thence leaving Larkin Street and running through the centre of Lot No. 7 as shown on a " Plan of a Division of a lot of ground owned by Charles Shorter as

Plaintiffs' Exhibit No. 1.

Filed 5 Dec., 1951.
Re-filed 22 May, 1952.

Examined & C. A.

surveyed by John Duvall, Surveyor, in March 1866 ", recorded among the Land Records of Anne Arundel County in Liber S.H. No. 3, folio 268, south 77 degrees 24 minutes east 70 feet; thence parallel to Larkin Street south 10 degrees 15 minutes west 20 feet; thence parallel to the second line of this description north 77 degrees 24 minutes west 70 feet to the place of beginning. Being known as 57 Larkin Street, Annapolis, Maryland.

Being the same property which was conveyed unto the parties of the first part by Clare Green Duckett, Trustee, by deed dated February 11th, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 273, folio 464.

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 party of the third part, his heirs and assigns; in fee simple,

And the said parties of the first part do hereby convenant that they will warrant specially the title to the property hereby conveyed and that they will execute such other and further assurances thereof as may be requisite.

Witness the hands and seals of the parties of the first part and the name of the party of the second party by Willard W. Allen, its president, duly attested by Eugenia A. Bourne its secretary, with its corporate seal duly attached.

Witness: ROBERT CHASE (SEAL)

MARY M. HOFF EVA CHASE (SEAL)

Attest: (CORPORATE SEAL)

EUGENIA A. BOURNE

SOUTHERN LIFE INSURANCE COMPANY OF BALTIMORE CITY

BY WILLARD W. ALLEN
President

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 14th day of May, in the year 1948, before me, the subscriber, a Notary Public of the State

of Maryland, in and for Anne Arundel County aforesaid, personally appeared Robert Chase and Eva Chase, his wife, and each acknowledged the aforegoing deed to be their respective act.

Witness my hand and seal Notarial.

(NOTARIAL SEAL) MARY M. HOFF

STATE OF MARYLAND, BALTIMORE, to wit:

I hereby certify that upon this 15th day of May, in the year 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Willard W. Allen, President of the Southern Life Insurance Company of Baltimore City, a body corporate, and he acknowledged the aforegoing deed to be the act of the said body corporate.

Witness my hand and seal Notarial.

(NOTARIAL SEAL) LOUISA WATERS

RECORDED 2nd-JULY-1948-AT-2:00-P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Deed is truly taken and copied from Liber J.H.H. No. 477, folio 228 one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereby set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 4th Day of December A.D., 1951.

John H. Hopkins, 3d Clerk

ALBERT BELT, et al	:	NO. 10380 EQUITY
VS.	:	IN THE
ALBERT BELT	:	CIRCUIT COURT
	:	FOR
		ANNE ARUNDEL COUNTY

: : : : :

Filed 30 Apr., 1952.

PETITION FOR DECREE PRO-CONFESSO AND
ORDER OF COURT THEREON

TO THE HONORABLE, JUDGES OF THE SAID COURT:

The Petition of Albert Belt of Parole, Anne Arundel County, respectfully shows:

1. That your Petitioner, Plaintiff in the above entitled cause, states that the Defendant Albert Belt of Baltimore, Maryland, was duly summoned on the 12th day of December, 1951, but has failed to appear and answer the Bill within the time limited for the same.

WHEREFORE, Your Petitioner Prays:

1. That the Bill of Complaint in this case may be taken Pro-Confesso and that leave may be granted to the Plaintiff to take such testimony as they may desire to substantiate the allegations of the Bill.

AND AS IN DUTY BOUND, ETC.

George B. Woebel
Solicitor for the Plaintiff

7

Filed 1 May, 1952.

LIBER 96 PAGE 452

ORDER OF COURT

Upon the aforegoing Petition, It is this 1st day of May, 1952, by the Circuit Court for Anne Arundel County, Adjudged, Ordered, and Decreed that the Bill of Complaint in this case be, and the same is hereby taken Pro-Confesso, and leave is hereby granted to the Plaintiffs to take whatever testimony they may desire before any Standing Examiner of this Court to substantiate the allegations of the Bill.

Benjamin Michaelson

8

ALBERT BELT, JULIA BELT CLEMONS, GEORGE BELT AND MAY FAY CHASE,	:	IN
	:	THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
ALBERT BELT	:	No. 10,380 Equity
	:	

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

TESTIMONY ON BEHALF OF THE PLAINTIFFS

May 1, 1952

Filed 22 May, 1952

Present:

Mr. George B. Woelfel, Solicitor for Plaintiffs.

Mr. Emanuel Klawans, Examiner.

Mrs. Katharine H. McCutchan, Court Stenographer.

Witnesses:

Julia Belt Clemons, pages 2 to 5.

Albert Belt, page 6,

May Chase, page 7.

9

Julia Belt Clemons, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Woelfel)

1. What is your name?

A. Julia Belt Clemons.

2. What is your address?

A. 1938 West Vine Street, Baltimore, Maryland.

3. You are one of the plaintiffs in this case?

A. Yes.

4. Did you know Albert Belt?

A. He is my uncle.

5. Did your uncle, Albert Belt, during his lifetime own any real estate in Anne Arundel County?

A. Yes, he owned a lot on Larkin Street, Annapolis, which is 20 feet on the front with a depth of 70 feet.

6. I hand you a certified copy of a deed dated May 14, 1948 from Robert A. Chase and Eva Chase, his wife and others, to Albert Belt, conveying a lot on Larkin Street, which deed is recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 477, folio 228 and ask you if this is a certified copy of his deed?

A. Yes it is.

(CERTIFIED COPY OF DEED FILED AS PLAINTIFFS' EX. 1 MARKED EXAMINER'S EX.A)

7. Is Albert Belt living or dead?

A. He is dead.

8. Did he own this property when he died?

A. Yes he did.

9. When did he die?

A. May 7, 1951.

10. Did he make a Will?

A. He did not.

11. Was Albert Belt married?

A. No, never has been married.

12. Had no children?

A. No.

13. Was his father or mother living on May 7, 1951?

A. No.

14. Did Albert Belt, your uncle, have any brothers or sisters?

A. Yes, my uncle had two brothers and one sister. One brother was named Louis Belt.

15. Is he living or dead?

A. He is dead.

16. Did he leave any children surviving him?

A. One son whose name is Albert Belt.

17. This Albert Belt lives in Camp Parole?

A. Yes.

18. What was the name of the other brother?

A. Thomas Belt.

19. Is Thomas Belt living or dead?

A. He is dead.

20. Did he leave a Last Will and Testament?

A. No.

21. Did he leave any personal property?

A. No.

22. Did he leave a widow surviving him?

A. Yes.

23. State her name?

A. Nannie Belt.

24. How many children did he have?

A. Six, Julia Belt Clemons, Albert Belt, George Belt, Leroy Belt, Louis Belt and Thomas Belt.

25. You are Julia Belt Clemons?

A. Yes.

26. Is your brother, Albert Belt, of Baltimore living?

A. Yes he is here.

27. Where is George Belt living?

A. Camp Parole.

28. Is Leroy Belt living?

A. He is dead.

29. When did he die?

A. November 7, 1951.

30. Did he leave a wife or children?

A. No, he left only his mother, Nannie Belt.

31. Is Louis Belt living or dead?

A. He is dead.

32. Was he married?

A. No.

33. When did he die?

A. October 27, 1931.

34. He had no wife or children?

A. No.

35. His mother is his only heir?

A. Yes.

36. Is Thomas Belt living or dead?

A. He is dead.

37. When did he die?

A. September 23, 1946.

38. Was he married?

A. Yes.

39. Did he leave surviving him a widow?

A. Yes.

40. Did he leave any children surviving him?

A. One daughter, Mary Chase.

41. What is the widow's name?

A. Helen Belt.

42. Did Thomas Belt leave a Last Will and Testament?

A. No.

12

43. Were any letters of administration ever taken out on his estate?

A. No.

44. Did he leave any personal property?

A. No.

45. Did your uncle, Louis Belt, who died August 26, 1923 leave a Will?

A. No.

46. Were letters of administration taken out on his estate?

A. No.

47. Did he leave any personal property?

A. No he didn't.

48. How old was Louis Belt, your brother, when he died?

A. 27.

49. Did he leave a Will?

A. No.

50. Were letters of administration taken out on his estate?

A. No.

51. Did he leave any personal property?

A. No.

52. Is the property of your uncle, Albert Belt, on Larkin Street capable of being divided in kind without material loss and injury among the heirs?

A. No it is only a 20 foot lot and if we divided it up between us nobody would have enough to build anything on.

53. You believe it is necessary for the lot to be sold so that the money can be divided?

A. Yes.

(Mr. Klawans)

To the General Question under the rule, the witness answers, "I only want to say that my husband has paid the taxes on the property amounting to $3.72 since my uncle's death." (TAX BILL MARKED EXAMINER'S EX. B AND FILED HEREWITH)

Mrs. Julia Belt Clemons

Julia Clemons Belt

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Albert Belt, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Woelfel)

1. State your name and address?

A. Albert Belt, 1827 Madison Avenue, Baltimore 17, Maryland.

2. You are the defendant in this case, are you not?

A. Yes.

3. You are a brother to Julia Belt Clemons?

A. Yes.

4. Have you heard all of the testimony given by Julia Belt Clemons?

A. Yes.

5. Is that testimony correct?

A. Yes.

6. Are there any heirs-at-law that she left out?

A. No.

7. Your testimony in all respects would be the same as hers?

A. Yes.

8. There is one question I want to ask you that I did not ask her, how much do you think that lot is worth on Larkin Street?

A. I don't know what it is worth now, but when Uncle Albert bought it in 1943 he paid $500.00 for it.

9. Are there any improvements on that lot?

A. No.

(Mr. Klawans)

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

Albert Belt

Albert Belt

Mary Chase, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Woelfel)

1. What is your name and address?

A. Mary Chase, 78 Cathedral Street, Annapolis, Md.

2. Did you know Albert Belt who died on May 7, 1951?

A. He was my great uncle.

3. Do you know the pedigree of the family?

A. Yes.

4. Have you listened to your aunt testify in this case?

A. Yes.

5. Did she give all of the relatives who are living ahd dead?

A. Yes.

6. Would your testimony be the same as that given by her?

A. Yes.

(Mr. Klawans)

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

Mary Fay Chase
Mary Chase

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

Witness my hand and seal this 12nd day of May, 1952.

Emanuel K Klawans (SEAL)
Examiner

E. K. $10.00
K.H.McC. $7.00

Pd. 5/6/52
KHE

16.

17

3.72

BILL — ANNUAL CO.

PAID — Stamp
APR 30 52 45510

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

6 DISTRICT

TAX BILL
REAL ESTATE

Filed 22 May, 1952

Albert Belt
114 1/3 South St
Annapolis, Md.
Lot 57 - Sec 4-4
Perkins St

FOR THIS YEAR'S TAXES ONLY	DISCOUNT		INTEREST	
MO	STATE	COUNTY	STATE	COUNTY
APR.	NONE	NONE	NONE	1 %
MAY				1½%
JUN.				2 %
JUL.				2½%
AUG.				3 %
SEP.				3½%
OCT.			1%	4 %
NOV.			1%	4½%
DEC.			1½%	5 %

SPECIAL TAXES	RATE	AMOUNT
NO SPECIAL TAXES		
TOTAL SPECIAL TAXES		

ASSESSMENT	INDEX NUMBER
240 240	13825

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	.00
POLICE DEPT.	.00
FIRE DEPT.	.03
	$1.47

$.0625 ON $100.00

TOTAL VALUATION	COUNTY TAX	STATE TAX	SPECIAL TAX	TOTAL TAX	ACCOUNT NO
240	3.53 04	.15		3.68 04 3.72	

C921478

DO NOT DETACH STUB

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

10,380 B5.

PRESENT THIS BILL WITH YOUR PAYMENT

Examined Ex. B

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

LIBER 96 PAGE 460

LIBER 96 PAGE 461

ALBERT BELT, et al : NO. 10,380 Equity

vs. :

ALBERT BELT : IN THE

: CIRCUIT COURT

: FOR

: ANNE ARUNDEL COUNTY

: : : : :

DECREE OF COURT

This cause standing ready for hearing and being submitted the proceedings were read and considered by the Court, and it appearing to this Court that said real estate in these proceedings mentioned cannot be divided in kind without material loss and injury,

It is thereupon this 4th day of June in the year 1952, by the Circuit Court for Anne Arundel County in Equity Adjudged, Ordered, and Decreed that the real estate in these proceedings mentioned be sold And that George B. Woelfel be and he is hereby appointed Trustee to make said sale and the course and manner of his proceedings shall be as follows: He shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by himself and a surety or sureties, to be approved by this Court in the penalty of One thousand dollars, conditioned for the faithful performance of the trust reposed in him by this Decree or to be reposed in him by any future decree or order in the premises. He shall then proceed to make said sale, having given at least three weeks' notice by advertisement inserted in some weekly or daily newspaper, printed and published in Anne Arundel County as he shall deem proper, of the time, place, manner and terms of sale, which terms shall be a deposit of Two hundred ($200) dollars on the day of sale, the balance to be paid in cash upon the final ratification of the sale or all cash at the option of the purchaser, the credit portions to bear interest at the rate of 6% per annum from the day of sale and to be secured to the satisfaction of the said Trustee and as soon as may be convenient after such sale or

Filed 4 June, 1952.

118

sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale, with an annexed affidavit of the truth thereof and of the fairness of such sale and upon obtaining the Court ratification of the sale and upon the payment of the whole purchase money and not before the said Trustee shall by a good and sufficient deed, to be acknowledged, and recorded according to law, convey unto the purchaser or purchasers thereof, 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 Plaintiff and Defendant and of those claiming by, from or under them or either of them; And the said Trustee shall bring into this Court the money arising from the sale, to be distributed under the direction of this Court, after deducting the costs of this suit and such commission to the said Trustee as the Court might think proper to allow in consideration of the skill, attention and fidelity where-with he shall appear to have discharged his trust.

Benjamin Richardson JUDGE.

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LIBER 96 PAGE 463

GLOBE INDEMNITY COMPANY

HEAD OFFICE: NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

No. 10,380 Equity

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, George B. Woelfel, of Anne Arundel County, State of Maryland, as Principal, and Globe Indemnity Company, a body corporate of the State of New York authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of One Thousand Dollars ($1000.00) current money to be paid to the said State or to its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents; sealed with our seals and dated this 1st day of July, 1952.

WHEREAS, by Decree of the Circuit Court for Anne Arundel County in a cause entitled "Albert Belt, et al. vs. Albert Belt," No. 10,380 Equity, dated June 4, 1952, the above bounden George B. Woelfel was appointed Trustee to make sale of the property described in said proceedings, and whereas the said George B. Woelfel is about to execute said power and make sale of the property aforesaid;

NOW, THEREFORE, THE CONDITION of the above obligation is such, That if the above bounden 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 said property, or to the proceeds thereof, then this obligation shall be void and of none effect; otherwise to be and remain in full force and virtue in law.

Witness:

Mary M. Hoff

Mary M. Hoff

George B. Woelfel (SEAL)

George B. Woelfel, Principal

Virginia Merritt

Virginia Merritt

GLOBE INDEMNITY COMPANY, a body corporate,

By John H. Hopkins, IV

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

Surety.

Approved this 2 July, 1952.
John H. Hopkins, 3rd, Clerk.

Filed 2 July, 1952.

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LIBER 96 PAGE 464

ALBERT BELT, ET AL.	:	NO. 10380 EQUITY
	:	IN THE
VS.	:	CIRCUIT COURT
	:	FOR
ALBERT BELT	:	ANNE ARUNDEL COUNTY
	:	

: : : : : : : : :

REPORT OF PRIVATE SALE

To the Honorable, the Judge of said Court:

The report of George B. Woelfel, Trustee appointed by a decree of this Court, passed in the above entitled cause, dated the 4th day of June, 1952, to make sale of certain real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of his trust, and after having complied with all the other prerequisites, as required by law and the said decree, and giving notice of the time, place, manner and terms of sale by advertisement inserted in the Evening Capital, a daily newspaper, printed and published in the City of Annapolis, for at least 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, on the 8th day of July, 1952, at 10 o'clock A.M., D.S.T., and then and there offered said property for sale but there being no bidders the property was withdrawn.

Thereafter your Trustee on several occasions advertised the said lot of ground situate on the east side of Larkin Street beginning for the same at a point 171.7 feet from the north curb line of Shaw Street, having a frontage on Larkin Street of 20 feet and an even depth of 70 feet and being known as No. 57 Larkin Street.

Being the same property which was conveyed unto Albert Belt by Robert Chase and wife, et al, by deed dated the 14th day of May, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 477, folio 228, said lot of ground being unimproved.

Filed 9 Sept, 1953

21

And your said Trustee now reports that he has sold the said lot of ground to Elizabeth A. Kramer at and for the sum of Two Hundred Fifty ($250) Dollars at private sale, said sale being subject, however, to ratification by this Court.

Respectfully submitted,

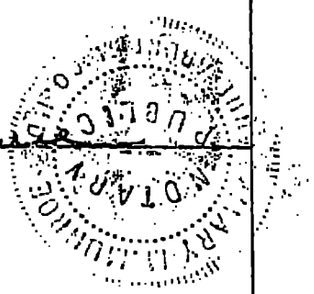
George B. Woelfel
Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 8th day of September, 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, Trustee named in the above report of private sale, and made oath in due form of law that the matters and things stated in the aforegoing report of private sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and seal Notarial.

Mary [illegible]
Notary Public



22

LIBER 96 PAGE 466

ORDER NISI

Albert Belt,
Julia Belt Clemons, et al

versus

Albert Belt

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,380 Equity

Ordered, this 9 day of September, 19 55, That the sale of the Real Estate in these Proceedings mentioned, made and reported by George B. Woelfel, Trustee, ~~X~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15 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 15 day of October next.

The report states that the amount of sales ~~xxxxxx~~ was $ 250.00.

George J. Cromwell, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Filed 9 Sept, 1955.

Albert Belt,
Julia Belt Clemons, et al

versus

Albert Belt

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 28th day of October, 1955, that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

Filed: 28 Oct. 1955

23

LIBER 96 PAGE 467 OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 12, 1955

We hereby certify, that the annexed

Order Nisi - Sale

Eq. 10,380.

Albert Belt

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 15th day of October, 1955. The first insertion being made the 13th day of September, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Filed: 28 Oct. 1955

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
NO. 10,380 EQUITY

ALBERT BELT,
JULIA BELT CLEMONS, ET AL
versus
ALBERT BELT.

Ordered, this 9th day of September, 1955, That the sale of the Real Estate in these Proceedings mentioned, made and reported by George B. Wolfel, Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15th 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 15th day of October next.

The report states that the amount of sale was $250.00.

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

o-4

No. E.C. 3

24

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 10th day of April, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Julia Clemons, address 1938 Vine Street, Baltimore 23, Maryland, who made oath in due form of law that Nancy Harris, who was a sister of Albert Belt, who originally owned this property, was married to one Toby Harris and that she died more than fifty-six years ago.

At the same time the said Julia Clemons swore that Nannie Belt, the wife of Thomas Belt, died since the filing of this proceedings, on March 30th, 1953, in Baltimore, Maryland, and also that Albert Belt, her brother, who testified in this case, died October 7th, 1952, without leaving any wife or children. That all that is left on our side of the family, that is, Nannie Belt's side, is myself and my brother George Belt and a child of Thomas Belt, Jr., whose name is Mary Fay Chase, all the rest are dead.

Julia Clemons
Affiant

Witness my hand and seal Notarial.

Mary M. Loftus
Notary Public

FILED
1956 APR 12 PM 3:39

FILED
1956 APR 12 PM 3:39

25

In the Case of

Albert Belt,
et al
Plaintiffs
vs.

Albert Belt,
Defendant

In the

Circuit Court

For

Anne Arundel County

No. 10,380 Equity

To the Honorable, the Judges of said Court:

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

April 12, 1956

All of which is respectfully submitted.

Laura R. Jickling
Auditor.

Dr. Albert Belt, et al, Plaintiffs vs. Albert Belt, Defendant in ac.

To Trustee for Commissions, viz:	17 50	17	50
To Trustee for Court costs, viz:			
Plaintiffs' Solicitor's appearance fee	10 00		
Clerk of Court - Court costs	38 25		
Jos. C. Deegan - Sheriff's costs	2 35		
Emanuel Klawans - Examiner's fee	10 00		
Katharine H. McCutchan - Stenographer's fee	7 00		
Auditor - stating this account	13 50	81	10
To Trustee for Expenses, viz:			
Capital-Gazette Press - advertising sale	27 52		
Capital-Gazette Press - order nisi (sale)	8 00		
Capital-Gazette Press - order nisi (acct)	6 00		
Globe Indemnity Co. - bond premiums for 1952, 1953, 1954 and 1955	40 00		
Robert H. Campbell - auctioneer's fee	10 00		
One-half Federal and State documentary stamps	55		
Mary M. Munroe - notary fee	50	92	57
To Trustee for Taxes, viz:			
1953 Annapolis City taxes, interest and tax sale costs	7 92		
1954 Annapolis City taxes	3 60		
1955 Annapolis City taxes ($3.40) - adj.	66		
1953 State and County taxes and advertising sale	12 84		
1954 State and County taxes	4 59		
1955 State and County taxes ($4.46)-adj.	3 02	32	63
To Trustee for Claims Filed, viz:			
Eddie Clemons - amount advanced for 1952 State and County taxes	3 68	3	68
BALANCE FOR DISTRIBUTION $22.52			
Distributed to heirs at law of Albert Belt, who died 5/7/51, viz:			
To Albert Belt, nephew (son of Louis Belt, who died 8/26/28) - one-half	11 26		
To Heirs at Law of Thomas Belt, brother, who died 5/20/13, viz:			
1. Julia Belt Clemons, daughter - one-sixth	3 75		
2. George Belt, son - one-sixth	3 75		
3. May Fay Chase, granddaughter (child of Thomas Belt, who died 9/23/46) one-sixth	3 75	22	52
		250	00

3.7

LIBER 96 PAGE 471

with George B. Woelfel, Trustee Cr.

1955				
Sept.	9	Proceeds of Sale	250 00	250 00
				250 00

ORDER NISI LIBER 96 PAGE 472

Albert Belt,
et al, Plaintiffs
VERSUS
Albert Belt,
Defendant

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,380 Equity.

ORDERED, This 13th day of April, 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 17th 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 17th day of May next.

FILED
1956 APR 13 PM 12:57

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 7th day of August, 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 AUG -8 PM 12:57

.9

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
NO. 10,380 EQUITY
ALBERT BELT, et al
Plaintiffs,
versus
ALBERT BELT,
Defendant.

Ordered, this 13th day of April, 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 17th 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 17th day of May next.

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

a-28

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 15, 1956

We hereby certify, that the annexed

Order Nisi Eq. 10,380
Auditor Account
Albert Belt.

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 17th day of May, 1956. The first insertion being made the 14th day of April, 1956.

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

FILED
1956 AUG -7 AM 10:10

No. E.C. 7146

3

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body corporate

vs.

ROMEO MARINE, c/o Rowe & Cullen, Lexington Bldg., Baltimore, Maryland,
ELIZABETH ELLIS, 1733 - 20th Street, N.W. Washington, D.C.,
WILLIAM F. MAHANEY and WILLIAM J. MAHANEY, 1318 Ritchie Place, N.E., Washington, D.C.,
EDITH M. HOLMES, Easton, Maryland,
RUTH MORRIS, 3715 "S" Street, N.W., Washington, D.C.,
C. AUSTIN BRANNEN, 607 N. Carolina Avenue, Washington, D.C.,
WILLIAM F. PORTER, 1845 - 4th Street, N.E., Washington, D.C.,
WILLIAM PRATT MALLARD, P.O. Box # 420, Washington, D. C.
ALVIN D. STOKES, 901 - 7th Street, S.W., Washington, D. C. ,
JAMES M. BONBREST, 605 - 14th Street, N.W., Washington, D. C.
MRS. S. W. EDELEN, 911 "K" Street, S.E., Washington, D. C.
FRANK G. GOODWIN and DOROTHY L. GOODWIN, 227 Ascot Place, N.E., Washington, D. C.,
WILLIAM LONG, JR., Riverdale, Maryland.,
W. R. LUSBY, 1226 Pennsylvania Avenue, S. E. Washington, D.C.,
LEON J. PEPLINSKI, 3923 - 7th Street, N.E., Washington, D. C. ,
EDWARD L. TODD and LILLIAN TODD, 771½ Blue Hills Ave., Bloomfield, Connecticut.,
ROBERT W. BRIGMAN, 3205 Varnum Street, Washington, D.C.,
ROSE MARY SALISBURY, 614 Flower Avenue, Takoma Park, Maryland,
HENRY A. SIEBELS, 301 St. Nicholas Avenue, New York City, New York.,
WILLIAM GOLDEN TITUS and MAGGIE TITUS, 2579 W. Fayette Street, Baltimore, Maryland.,
MINNIE L. NOWELL, 2441 Maryland Avenue, Baltimore, Maryland,
STANISLAW W. PRUSINOWSKI, 3455 Holmead Place, N.W., Washington, D.C.,
GERTRUDE GARTON, c/o David L. Riordan, Woodward Building, Washington, D. C. ,
MICHAEL WILLINGER and URSULA WILLINGER, 1901 E. 31st Street, Apt. #2, Baltimore, Maryland.,
E. VIOLA SLAGLE, 3rd. floor rear- 1115 St. Paul Street, Baltimore, Maryland.,
MARY M. GOEDEKE, 1901 E. 31st Street, Apt.#2, Baltimore, Maryland
FEDERAL AMERICAN REALTY CORP., 205 Davis Street, Baltimore, Maryland.,
JAMES H. SMITH, 5515 Elderon Avenue, Baltimore, Maryland.,
FRANCIS A. SMITH and ELIZABETH G. PRICE, 1159 Riverside Avenue, Baltimore, Maryland.,
AUGUSTA MILLER, 613 S. Dallas Street, Baltimore, Maryland.,
MILDRED BERNICE LOHMULLER, 38 South Street, Baltimore, Maryland.,
LEONARD L. HART and WILLIAM E. TAYMAN, 518 - 9th Street N.E., Apt. # 408, Washington, D. C.,
EDGAR T. RUTHERFORD and BEULAH E. RUTHERFORD, 1504 "V" Street, S. E., Washington, D. C. ,
WILLIAM N. HANDIBOE, 517 - 8th Street, N.E. and RICHARD H. TEEPLE, 2814 - 5th Street, N. E. Washington, D. C. ,
GEORGE E. WINTERS and ANNE C. WINTERS, 1300 N. Charles Street, Baltimore, Maryland.,

: IN THE
: CIRCUIT COURT FOR
: ANNE ARUNDEL COUNTY
: No. 9347 EQUITY.

ROBERT B. CASON CO., INC., Box #4062, Chevy Chase, Maryland,

THEODORE A. GATES, 608 Ingraham Street, N. W.

Washington, D. C.,

Bernard Wine and wife
R.F.D., Severn, Maryland

Harry H. Knight,
313 Second St., Laurel, Maryland, and all persons having or claiming to have any interest in any of the properties described hereafter in this Bill of Complaint.

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

TO: THE HONORABLE, THE JUDGES OF SAID COURT:

The Plaintiff, complaining, says:

1. On or about the 12th day of December, 1945, the Certificates of Tax Sale attached hereto were issued by Thomas W. Davis, Collector of Taxes for the State of Maryland and Anne Arundel County. Said Certificates are prayed to be taken as a part hereof.

2. The property mentioned in said Certificates is described as follows:

Certificate # 329 -
All that certain lot of ground situate in the Fifth Election District of Anne Arundel County and described as follows, that is to say: Part of Lot No. 48 in Section "C" as designated on the plat of Brooklyn Heights which plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 2, Rod C-4, Plat 128. Assessed on the date of Collectors Sale to Romeo Marine, whose last known address was, c/o Rowe & Cullen, Lexington Bldg., Baltimore, Maryland. The amount due on date of sale was Ten Dollars and Thirteen Cents ($10.13).

Certificate # 288 -
All that certain lot of ground situate in the First Election District of Anne Arundel County, and described as follows, that is to say: Lot No. 48 in Block "O", Selby-on-the-Bay Properties, which is laid down on a plat thereof duly recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 3, folio 26. Assessed on the date of Collectors sale to Miss Elizabeth Ellis, whose last known address was 1733 - 20th Street, N.W., Washington, D. C. The amount due on the date of the sale was Thirteen Dollars and seventy-six cents ($13.76).

CERTIFICATE # 292 -
All those certain lots of ground situate in the First Election District of Anne Arundel County and described as follows, that is to say: Lots Nos. 2880 and 2881 as designated on a plat entitled, "Second Map of Woodland Beach, District No. 1, Anne Arundel County, Maryland ", and filed among the Plat Records of Anne Arundel County in Liber F.S.R. No. 3, folio 24. Assessed on the date of Collectors sale to William F. and William J. Maheney, whose last known address was 1318 Ritchie Place, N.E., Washington, D.C. The amount due on datenof the sale was Nine Dollars and seventy-four cents ($9.74).

Certificate # 289 -
All those certain lots of ground situate in the First Election District of Anne Arundel County and described as follows, that is to say: Lots Nos. 134 and 135 as designated on a plat of North Selby

duly recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 3, folio 39. Assessed on the date of Collectors sale to Edith M. Holmes whose last known address was Easton, Maryland. The amount due on the date of sale was Eighteen Dollars and sixty-three cents ($18.63).

Certificate # 291 -

All that certain lot of ground situate in the First Election District of Anne Arundel County and described as follows, that is to say: Lot No. 19 as designated on a plat of North Selby duly recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 3, folio 39. Assessed on the date of Collectors sale to Ruth Morris whose last known address was 3715 "S" Street, N.W., Washington, D. C. The amount due on date of sale was Thirteen Dollars and seventy-six cents ($13.76).

Certificate # 294 -

All that certain lot of ground situate in the Second Election District of Anne Arundel County and described as follows, that is to say: Lot No. 45 in Block "C" as shown on a map entitled "Resubdivision of part of Section 1, Southaven on the South River, Anne Arundel County, Maryland, J.N.Starkey, C.E., June 1937" recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 4, folio 46. Assessed on the date of Collectors sale to C. Austin Brannen whose last known address was 607 N. Carolina Avenue, Washington, D.C. The amount due on the date of sale was Five Dollars and twenty-five cents ($5.25).

Certificate # 297 -

All that certain lot of ground situate in the Second Election District of Anne Arundel County and described as follows, that is to say: Lot No. 8 in Block "C" as shown on a map entitled "Resubdivision of part of Section 1, Southaven, on the South River, Anne Arundel County, Maryland, J.N.Starkey, C.E., June 1937" recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 4, folio 46. Assessed on the date of Collectors sale to William F. Porter whose last known address was 1845 - 4th Street, N.E., Washington, D.C. The amount due on the date of sale was Five Dollars and twenty-five cents ($5.25).

Certificate # 296 -

All that certain lot of ground situate in the Second Election District of Anne Arundel County and described as follows, that is to say: Lot No. 17 in Block "T" as shown on a map entitled "Resubdivision of part of Section 1, Southaven, on the South River, Anne Arundel County, Maryland, J.N.Starkey, C.E., November 1936", recorded among the Plat Records of Anne Arundel County in Cabinet No. 1, Rod A-6, Plat #5. Assessed on the date of the Collectors sale to William Pratt Mallard whose last known address was P.O.Box 420, Washington, D.C. The amount due on the date of the sale was Nine Dollars and one cent ($9.01).

Certificate # 299 -

All those certain lots of ground situate in the Second Election District of Anne Arundel County and described as follows, that is to say: Lot Nos. 63 and 64 in Block U-3 as shown on a map entitled, "Resubdivision of part of Section 1, Southaven on the South River, Anne Arundel County, Maryland, J.N.Starkey, C.E., November, 1936", recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 4, folio 36. Assessed on the date of the Collectors sale to Alvin D. Stokes whose last known address was 901 - 7th Street, S.W., Washington, D.C. The amount due on date of the sale was Six Dollars and Forty-nine cents ($6.49).

Certificate # 300 -

All those certain lots of ground situate in the Second Election District of Anne Arundel County and described as follows, that is to say: Lots Nos. 19 and 20 in Block 17 as shown on a certain map

entitled "Herald Harbor on the Severn, amended map,of Section A, Edward W. Digges, C.E., November 1924", being subdivision of land formerly known as the Hall and Kyle tracts, said plat being recorded in Plat Book W.N.W. No. 3, at folio 32 of the Land Records of said County. Assessed on the date of the Collectors sale to James M. Bonbrest whose last known address was 605 - 14th Street, N. W. Washington, D.C. The amount due on the date od sale was Nine Dollars and ninety-four cents ($9.94).

Certificate # 301 -
All that certain lot of ground situate in the Second Election District of Anne Arundel County and described as follows, that is to say: Lot No. 138 in Block 34 as shown on a certain map entitled "Herald Harbor on the Severn, amended map of Section E, Edward W. Digges, C.E., November 1924", being subdivision of land formerly known as the Hall and Kyle tracts, said plat being recorded in Plat Book W.N.W. No. 3, at folio 31, of the Land Records of said County. Assessed on the date of Collectors sale to Mrs. S. W. Edelen whose last known address was 911 "K" Street, S.E., Washington, D.C. The amount due on date of sale was Five Dollars and forty-six cents, ($5.46).

Certificate # 302 -
All that certain lot of ground situate in the Second Election District of Anne Arundel County and described as follows, that is to say: Lot No. 11 in Block 55 as shown on a certain map entitled, "Herald Harbor on the Severn, amended map of Section "C", Edward W. Digges, C.E., November 1924", being subdivision of land formerly known as the Hall and Kyle tracts, said plat being recorded in Plat Book W.N.W. No. 3 at folio 34, of the Land Records of said County. Assessed on the date of the Collectors sale to Frank G. Goodwin whose last known address was 227 Ascot Place, N.E., Washington, D.C. The amount due on the date of sale was Six Dollars and ninety-six cents ($6.96).

Certificate # 303 -
All that certain lot of ground situate in the Second Election District of Anne Arundel County and described as follows, that is to say: Lot No. 27 in Block 97 as shown on a certain map entitled "Herald Harbor on the Severn, amended map of Section E, Edward W. Digges, C.E. November 1924", being a subdivision of land formerly known as the Hall and Kyle tracts, said plat being recorded in Plat Book W.N.W. No. 3 at folio 31 of the Land Records of said County. Assessed on the date of the Collectors sale to William Long, Jr., whose last known address was Riverdale, Maryland. The amount due on the date of sale was Five Dollars and forty-nine cents ($5.49).

Certificate # 304 -
All that certain lot of ground situate in the Second Election District of Anne Arundel County and described as follows, that is to say: Lots Nos. 35 and 36 in Block 29 as shown on a certain map entitled "Herald Harbor on the Severn, amended map of Section C, Edward W. Digges, C.E., November 1924", being subdivision of land formerly known as the Hall and Kyle tracts, said plat being recorded in Plat Book W.N.W. No. 3, at folio 34 of the Land Records of said County. Assessed on the date of the Collectors sale to William R. Lusby whose last known address was 1226 Pennsylvania Avenue, S.E., Washington, D.C. The amount due on date of sale was Six Dollars and ninety-six cents ($6.96).

Certificate # 306 -
All that certain lot of ground situate in the Second Election District of Anne Arundel County and described as follows, that is to say: Lot No. 67 in Block 19 as shown on a certain map entitled, "Herald Harbor on the Severn, amended map of Section A, Edward W. Digges, C.E., November 1924", being subdivision of land formerly known as the Hall and Kyle tracts, said plat being recorded in Plat Book W.N.W. No.3, at folio 32 of the Land Records of said County.

Assessed on the date of the Collectors sale to Leon J. Peplinski, whose last known address was 3923 - 7th Street, N.E., Washington, D.C. The amount due on date of sale was Six Dollars and ninety-six cents ($6.96).

Certificate # 307 -
All that certain lot of ground situate in the Second Election District of Anne Arundel County and described as follows, that is to say: Lot No. 7 in Block No. 138 as shown ona certain map entitled, "Herald Harbor on the Severn, amended map of Section D, Edward W. Digges, C.E.", being subdivision of land formerly known as the Hall and Kyle tracts, said plat being recorded in Plat Book W.N.W. No. 3, at folio 23 of the Land Records of said County. Assessed on the date of the Collectors sale to Edward L. Jr., and Lillian Todd whose last known address was 771½ Blue Hills Avenue, Bloomfield, Connecticut. The amount due on the date of sale was Six Dollars and ninety-six cents ($6.96).

Certificate # 295 -
All that certain lot of ground situate in the Second Election District of Anne Arundel County and described as follows, that is to say: Lot No. 7 in Block 4 as shown on a certain map entitled, "Severn Grove, Anne Arundel County, Maryland" dated June 10, 1932, C.G.Shelley, Engineer, and recorded in Plat Book F.S.R. No. 3, at folio 53 among the Land Records of Anne Arundel County. Assessed on the date of the Collectors sale to Robert W. Brigman whose last known address was 3205 Varnum Street, Washington, D.C. The amount due on date of sale was Six Dollars and forty-nine cents ($6.49).

Certificate # 298 -
All those certain lots of ground situate in the Second Election District of Anne Arundel County and described as follows, that is to say: Lots Nos. 32, 33, 34 and 35 in Block 10 as shown on a certain map entitled "Severn Grove", dated June 10, 1932, C.G.Shelley Engineer, recorded in Plat Book F.S.R. No. 3, folio 53 among the Land Records of Anne Arundel County. Assessed on the date of the Collectors sale to Rosemary Salisbury whose last known address was 614 Flower Avenue, Takoma Park, Maryland. The amount due on date of sale was Fourteen Dollars and Fifty-five cents ($14.55).

Certificate # 315 -
All those certain lots of ground situate in the Third Election District of Anne Arundel County and described as follows, that is to say: Lots Nos. 5 and 6 in Block "V" on the Plat of Marley Park Beach, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 2, folio 11. Assessed on the date of the Collectors Sale to Henry A. Siebels whose last known address was 301 St. Nicholas Ave, New York City, N.Y. The amount due on date of sale was Six Dollars and forty-eight cents ($6.48).

Certificate # 317 -
All that certain lot of ground situate in the Third Election District of Anne Arundel County and described as follows, that is to say: Lot No. 6 in Block 12 according to a certain plat entitled, "Carrollton Manor", dated April 1933, made by J. Revell Carr, Engineer, recorded in Plat Book F.S.R. No. 3, folios 80 and 81 of the Plat Records of Anne Arundel County. Assessed on the date of the Collectors Sale to William G. and Maggie Titus whose last known address was 2579 W. Fayette Street, Baltimore, Maryland. The amount due on the date of dale was Six Dollars and forty-eight cents ($6.48).

Certificate # 321 -
All that certain lot of ground situate in the Fourth Election District of Anne Arundel County and described as follows, that is to say: Lots Nos. 81 and 82 in Block F on plat of Holladay Park, recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. No. 3, folio 67. Assessed on the date of Collectors Sale to Mrs. Minnie L. Nowell, whose last known address was 2441 Maryland Ave., Baltimore, Maryland. The amount due on date of sale was Eleven Dollars and ninety-six cents ($11.96).

Certificate # 322 -

All those certain lots of ground situate in the Fourth Election District of Anne Arundel County and described as follows, that is to say: Lots Nos. 77, 78, 79 and 80 in Block "C" on the Plat of Holladay Park, recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. No. 3, folio 67. Assessed on the date of Collectors Sale to Stanislaw W. Prusinowski, whose last known address was 3455 Holmead Place, N.W., Washington, D. C. The amount due on date of sale was Nineteen Dollars and eighty-nine cents ($19.89)

Certificate # 318 -

All those certain lots of ground situate in the Fourth Election District of Anne Arundel County and described as follows, that is to say: Lots Nos. 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16 in Block "A", 34 and 35 in Block J, 6 and 7 in Block N, 3 and 4 in Block S as designated on a Plat of Grande View Park, recorded in Anne Arundel County Plat Book W.N.W. No. 2, folio 65. Assessed on the date of the Collectors Sale to Gertrude Garton, whose last known address was c/o David L. Riordan, Woodward Building, Washington, D. C. The amount due on date of sale was Forty-nine Dollars and four cents ($49.04).

Certificate # 325 -

All those certain lots of ground situate in the Fourth Election District of Anne Arundel County and described as follows, that is to say: Lots Nos. 3 and 4 in Block "G", on a plat of Elmhurst, recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 3, folio 45. Assessed on the date of the Collectors Sale to Michael Willinger whose last known address was 1901 E. 31st St., Apt. 2, Baltimore, Maryland. The amount due on date of sale was Eleven Dollars and Ninety-six cents ($11.96).

Certificate # 323 -

All those certain lots of ground situate in the Fourth Election District of Anne Arundel County and described as follows, that is to say: Lots Nos. 48 and 49 in Block "C" as shown on a plat of Elmhurst, recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 3, folio 45. Assessed on the date of Collectors sale to E. Viola Slagle whose last known address was 1115 St. Paul Street (3rd floor rear), Baltimore, Maryland. The amount due on date of sale was Eleven Dollars and ninety-six cents ($11.96)

Certificate # 319 -

All those certain lots of ground situate in the Fourth Election District of Anne Arundel County and described as follows, that is to say: Lots Nos. 20, 21, 22, and 23 in Block "T" on a plat of Elmhurst recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 3, folio 45. Assessed on the date of Collectors Sale to Mary M. Goedeke, whose last known address was 1901 E. 31 st Street, Apt. 2, Baltimore, Maryland. The amoumt due on date of sale was Nineteen Dollars and eighty-nine cents ($19.89).

Certificate # 327 -

All that certain lot of ground situate in the Fifth Election District of Anne Arundel County and described as follows, that is to say: Part of Lot No. 21, Section "T" of Brooklyn Park. Being John K. Culvers Subdivision # 1 of Belle Grove Farm as shown on a plat filed among the Land Records of Anne Arundel County in Plat Book G.W. No. 1, plat # 127. Being also part of the property known as 206 Fourth Ave., Brooklyn Park. . Assessed on the date of the Collectors sale to Federal American Realty Corporation whose last known address was 205 Davis Street, Baltimore, Maryland. The amount due on the date of sale was Seven Dollars and eight cents ($7.08).

Certificate # 332 -
All those certain lots of ground situate in the Fifth Election District of Anne Arundel County and described as follows, that is to say: Lots Nos. 5 and 7 in Block 24 of Woodlawn Heights, as shown on a plat and survey thereof made by C.W.Gould, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 60, folio 50. Assessed on the date of the Collectors Sale to James H. Smith, whose last known address was 5515 Elderon Avenue, Baltimore, Maryland. The amount due on date of sale was Fourteen Dollars and eighty-six cents ($14.86).

Certificate # 331 -
All those certain lots of ground situate in the Fifth Election District of Anne Arundel County and described as follows, that is to say: Lots Nos. 18 and 19 in Block "B" as shown on a plat of Arundel Manor which is recorded in Plat Book W.N.W. No. 1, folio 350, Section 4 in the office of the Clerk of the Circuit Court for Anne Arundel County. Assessed on the date of the Collectors Sale to Francis A. Smith and Elizabeth Price whose last known address was 1159 Riverside Avenue, Baltimore, Maryland. The amount due on date of sale was Eight Dollars and ninety-nine cents ($8.99).

Certificate # 330 -
All those certain lots of ground situate in the Fifth Election District of Anne Arundel County and described as follows, that is to say: Lots Nos. 1 and 2 in Block "H" as shown on Plat of Arundel Manor, which plat is recorded in plat book W.N.W. No. 1, folio 350, Section 4 in the office of the Clerk of the Circuit Court for Anne Arundel County. Assessed on the date of the Collectors Sale to Augusta Miller whose last known address was 613 S. Dallas Street, Baltimore, Maryland. The amount due on date of sale was Seven Dollars and forty-nine cents ($7.49).

Certificate # 328 -
All that certain lot of ground situate in the Fifth Election District of Anne Arundel County and described as follows, that is to say: Lot No. 742 in Section "C", as shown on the "Plan of Ferndale Farms" recorded among the Plat Records of Anne Arundel County in Plat Book G.W. No. 1, Section 3, folio 234. Assessed on the date of the Collectors Sale to Mildred B. Lohmuller whose last known address was 38 South Street, Baltimore, Maryland. The amount due on date of sale was Four Dollars and sixty-one cents ($4.61).

Certificate # 335 -
All that certain lot of ground situate in the Seventh Election District of Anne Arundel County and described as follows, that is to say: Lot No. 27 in Block 42 as shown on a certain map entitled "Avalon Shores, Anne Arundel County, Maryland, Section B, February 1936, Joseph N. Starkey, C.E.", recorded in Plat Book F.S.R. No. 4, folio 26. Assessed on the date of the Collectors Sale to Leonard L. Hart and William E. Tayman whose last known address was 518 - 9th Street, N.E., Apt. 408, Washington, D.C. The amount due on the date of sale was Five Dollars and forty-seven cents ($5.47).

Certificate # 334 -
All that certain lot of land situate in the Seventh Election District of Anne Arundel County and described as follows, that is tosay: Lot No. 60 in Block 27 as shown on a certain map entitled, "Avalon Shores, Anne Arundel County, Maryland, April 30, 1932, P.R.Rupert, Engineer, Section "A"", recorded in Plat Book F.S.R. No. 3, folio 48 among the Land Records of Anne Arundel County. Assessed on the date of the Collectors Sale to Edgar T. Rutherford whose last known address was 1504 "V" Street, S.E., Washington, D.C. The amount due on date of sale was Four Dollars and ninety cents ($4.90).

Certificate # 336 -

All those certain lots of ground situate, in the Seventh Election District of Anne Arundel County and described as follows, that is to say: Lots Nos. 169, 170 and 171 as designated on the Revised Plat of Idlewilde-on-the-Bay, which plat is filed among the Plat Records of Anne Arundel County. Assessed on the date of the Collectors Sale to William N. Handiboe whose last known address was 517-8th Street, N.E., Washington, D.C. and R. H. Teeple whose last known address was 2814-5th Street, N.E., Washington, D.C. The amount due on date of sale was One Hundred twenty-five Dollars and eighty-five cents ($125.85).

Certificate # 337 -

All those certain lots of ground situate in the Seventh Election District of Anne Arundel County and described as follows, that is to say: Lots Nos. 144 to 149, 150 to 168, 172 to 187, 190 to 203, 209 to 219, 228 to 245, and 293 and 294 as designated on a Revised Plat of Idlewilde-on-the-Bay, which plat is filed among the Plat Records of Anne Arundel County. Assessed on the date of the Collectors Sale to George E. Winters whose last known address was 1300 N. Charles Street, Baltimore, Maryland. The amount due on date of sale was Sixteen Hundred Four Dollars and eighty-five cents ($1604.85).

Certificate # 339 -

All those certain lots of ground situate in the Eighth Election District of Anne Arundel County and described as follows, that is to say: Lots Nos. 10,11,12,13,14,and 15 as designated in Block 21 on the plat of North Beach Park in the Resubdivision of Holland Point Addition to North Beach, Maryland, as shown by Plat filed August 17, 1925 and recorded in Plat Book W.N.W. No. 3, folio 60. Assessed on the date of the Collectors Sale to Robert B. Cason & Co.,Inc., whode last known address was Box 4062, Chevy Chase, Md. The amount due on date of sale was One Hundredand Thirteen Dollars and fifteen cents ($113.15).

Certificate # 338 -

All those certain lots of ground situate in the Eighth Election District of Anne Arundel County and described as follows, that is to say: Lot No. 5 in Block 21 and the North 16 2/3 feet by full depth of Lot No. 4, Block 21 in the development known as North Beach Park, Anne Arundel County, Maryland, as designated on a plat recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 3, folio 60. Assessed on the date of the Collectors Sale to Theodore A. Gates whose last known address was 608 Ingraham Street, N.W., Washington, D.C. The amount due on date of sale was Forty Two Dollars and ninety-two cents ($42.92).

Certificate # 629 -

All those certain lots of ground situate in the Fourth Election District of Anne Arundel County and described as follows, that is to say: Lots Nos. 36 and 37 as designated on a plat of Thompson Farms filed among the Plat Records of Anne Arundel County. Assessed on the date of the Collectors Sale to Bernard Wine and wife whose last known address was R.F.D.,Severn, Maryland. The amount due on date of sale was Twenty-two Dollars and Twenty-five cents ($22.25).

Certificate # 320 -

All that certain tract of land situate in the Fourth Election District of Anne Arundel County and described as follows, that is to say: All that tract of land containing 153.45 acres, more or less located at Laurel Heights. Assessed on the date of the Collectors Sale to Harry H. Knight whose last known address was 313 Second Street, Laurel, Maryland. The amount due on date of sale was One Hundred One Dollars and fifty-two cents ($101.52).

The said properties described above are identically the same properties or parcels of ground less particularly described in the Collector's Certificates.

On October 9, 1944 (October 16, 1935 for Certificate #629) the date of the Collector's Sale, the lots or parcels of ground described above were assessed to the person or persons as set out after each description and were, in fact, owned by these persons on that date. According to the Land Records of Anne Arundel County, the Equity Records and the records in the Orphans Court for Anne Arundel County, the title to said properties are still vested in said persons subject to the tax sale mentioned in said Certificates.

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

4. The Plaintiff prays for process directed to the above named Defendants whose last known addresses are set out with their names after the description of each property. A copy of this Bill of Complaint has been mailed to the aforesaid Defendants at the aforesaid addresses.

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

6. Attached hereto as Exhibit "A" are the aforesaid Certificates of Sale.

7. 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 from October 9, 1944 (October 16, 1935 for Certificate #629), all taxes, interest, and penalties accruing subsequent to the day of sale which have actually been paid by the Plaintiff, and any reimbursement due the Plaintiff under Sections 90-J and 90-K of the Annotated Code of Maryland.

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

And, as in duty bound etc.

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY,
a body corporate

By: Weems R. Duvall
President Plaintiff

Attest: R. Navy Owings
Clerk

Benjamin Michaelson
Solicitor for the Plaintiff

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 25th day of November, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Weems R. Duvall, President of the County Commissioners of Anne Arundel County, a body corporate, the Plaintiff herein, and made oath in due form of law that the matters and things set forth in the foregoing Bill of Complaint are true to the best of his knowledge and belief.

Witness my hand and Notarial Seal. Katharine H. McCuskey (SEAL)
Notary Public

CERTIFICATE OF TAX SALE

329

I, ~~James A. Walton~~ Thos. W. Davis, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th, 1944, ~~X~~ James A. Walton late Treas. sold to Co. Coms. of A.A.Co. at public auction for the sum of Ten Dollars and thirteen Cents, of which None Dollars has been paid the property in 5 Dist. described as Part of Lot 48 Brooklyn Hts.

and assessed to Romeo Marine

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together will all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th, 1945, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 13 day of Dec. 1945

Thos. W. Davis
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this ~~9~~ 13th day of ~~October~~ December, 194~~4~~5, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, ~~James A. Walton~~ Thos. W. Davis, 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,

Katharine H. McCutchan
Notary Public.

My Commission Expires May 5, 1947

LIBER 96 PAGE 483

CERTIFICATE OF TAX SALE

288

Thos. H. Davis

I, ~~James A. Walton,~~ Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th, 1944, I sold to James A. Walton late Treas. A.A.Co. Commissioner at public auction for the sum of 13 Dollars and 76 Cents, of which None Dollars has been paid the property in 1st. Dist. described as Lot 48 Sec. O Selby on the Bay and assessed to Mrs. Elizabeth Ellis

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together will all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th, 1945, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 12 day of Dec. 19 44

Thos. H. Davis
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 12th day of ~~October~~ December 5, 1944, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, ~~James A. Walton~~ Thos. H. Davis, 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,

Katharine N. McCutcheon
Notary Public.

My Commission Expires May 5, 1947

LIBER 96 PAGE 484

CERTIFICATE OF TAX SALE

292

Thos H. Davis

I, ~~James A. Walton~~, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th, 1944, I sold to James A. Walton Sale Treas Co. Comm. of A.A. Co. at public auction for the sum of 9 Dollars and 7+ Cents, of which None Dollars has been paid the property in 1st District described as Lots 2880 - 2881 Woodland Beach and assessed to Wm F + Wm L Mahoney

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together will all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th, 1945, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 12 day of Dec. 19 44.

Thos H. Davis
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 12th day of December, 1944, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, ~~James A. Walton~~ Thos H. Davis, 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,

Katharine H. McCutcheon
Notary Public.

My Commission Expires May 5, 1947

289

CERTIFICATE OF TAX SALE

I, ~~James A. Walton~~ Thos. H. Davis, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th, 1944, ~~I~~ James A. Walton Late Treas. sold to Co. Comm. of A. A. Co. at public auction for the sum of 18 Dollars and 63 Cents, of which Four Dollars has been paid the property in 1st. Dist. described as Lots 134-135 North Selby

and assessed to Edith M. Holmes

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together will all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th, 1945, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 12 day of Dec. 1945

Thos. H. Davis
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this ~~9~~ 12th day of ~~October~~ December, 194~~4~~5, before me, the subscriber, a ~~Notary Public for the~~ State of Maryland, in and for Anne Arundel County, personally appeared, ~~James A. Walton~~ Thos. H. Davis, 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,

Katharine H. McCutcheon
Notary Public.

My Commission Expires May 5, 1947

LIBER 96 PAGE 486

CERTIFICATE OF TAX SALE

291

Thos H. Davis

I, ~~James A. Walton~~, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th, 1944, I sold to James A. Walton Collr. of T. A. A. Co. at pnblic auction for the sum of 1.3 Dollars and 76 Cents, of which None Dollars has been paid the property in 1 St. Dist described as Lot 19 North Selby and assessed to Ruth Morris

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together will all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th, 1945, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 12 day of Dec 19 44

Thos H. Davis

~~J. A.~~ Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 12 December 5th day of ~~October~~, 1944, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared ~~James~~ T. Davis ~~A. Walton~~, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Katharine H. McCutchan

Notary Public.

My Commission Expires May 5, 1947

LIBER 96 PAGE 487

CERTIFICATE OF TAX SALE

294

Robt H. Davis

I, ~~James A Walton~~, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th, 1944, I sold to James A. Walton, State Treas. Co. Comm. of A. A. Co. at public auction for the sum of 5 Dollars and 25 Cents, of which None Dollars has been paid the property in 2nd Elec. Dist. described as Lot 47 - Blk C - Sec. 1 South Haven and assessed to C. Austin Brannen

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together will all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th, 1945, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 12 day of Dec. 1945.

Robt H. Davis

H. Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this 12th day of December, 1944, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared James A. Gaud ~~A. Walton~~, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Katharine H. Mitchell

Notary Public

My Commission Expires May 5, 1947

LIBER 96 PAGE 488

CERTIFICATE OF TAX SALE

297

Thos. H. Davis

I, ~~James A. Walton~~, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th, 1944, I sold to James A. Waltondale Trust Co. Comm. of A. A. Co.

at public auction for the sum of Five Dollars and Seventy Five Cents, of which Four Dollars has been paid the property in 2nd Dist.

described as Lot 8 Blk C.
South Haven

and assessed to Mrs. F. Porter

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together will all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th, 1945, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 12 day of Dec. 19 44.

Thos H. Davis
Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this 12th day of December 5 ~~October~~, 1944, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared ~~James A. Walton~~ Thos. H. Davis, 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,

Katharine N. McCutchan
Notary Public

My Commission Expires May 5, 1947

LIBER 96 PAGE 489

CERTIFICATE OF TAX SALE

296

Thos H. Davis

I, ~~James A. Walton~~, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th, 1944, I sold to James A. Walton late Treas. Co. Comm. of A. A. Co.

at public auction for the sum of 9 Dollars and 01 Cents,

of which Same Dollars has been paid the property in 2nd Dist.

described as Lot 17 Blk T

South Haven

and assessed to Mrs. Pratt Mallard

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together will all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th, 1945, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 12 day of Dec 1945

Thos H. Davis

Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 12th day of ~~October~~ December, 1944, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared Thos H. Davis ~~James A. Walton~~, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Katharine N. McCatchan

Notary Public

My Commission Expires May 2, 1947

LIBER 96 PAGE 490

CERTIFICATE OF TAX SALE

299
Thos. H. Davis

I, ~~James A. Walton~~, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th, 1944, ~~I~~ sold to James A. Walton Treas. Co. Comm. of A. A. Co.

at public auction for the sum of Six Dollars and forty nine Cents, of which None Dollars has been paid the property in 2nd Dist.

described as Lots 60-64 Blk U 9
South Haven

and assessed to Alvin D. Stokes 1024

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together will all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th, 1945, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 12 day of Dec. 19 44.

Thos. H. Davis
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 12th day of December 5, 1944, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared James A. Walton, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Katharine N. McCutcheon
Notary Public

My Commission Expires May 5, 1947

LIBER 96 PAGE 491

CERTIFICATE OF TAX SALE

300
Thos. H. Davis

I, ~~James A. Walton~~, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th, 1944, I sold to James T. Walton late Treas. Co. Comm. of A. A. Co. at public auction for the sum of Three Dollars and ninety four Cents, of which Three Dollars has been paid the property in 2nd Dist. described as Lots 19-20 Blk 17 Herald Harbor and assessed to Mr. James M. Bondurant

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together will all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th, 1945, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 12 day of Dec. 19 44.

Thos. H. Davis
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 12th day of ~~October~~ December 5, 1944, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, ~~James A. Walton~~ Thos. H. Davis, 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,

Katharine N. McCutchan
Notary Public

My Commission Expires May 5, 1947

LIBER 96 PAGE 492

CERTIFICATE OF TAX SALE

301
Thos N. Davis

I, ~~James A. Walton~~, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th, 1944, I sold to James A. Walton Collector of Taxes Co. Comm. of A. A. Co.

at public auction for the sum of Five Dollars and forty six Cents, of which None Dollars has been paid the property in 2nd Dist. described as Lot, 38 Blk 34 Sec E Herald Harbor

and assessed to Mrs. S. N. Edelen

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together will all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th, 1945, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 12 day of Dec. 19 44

Thos N. Davis
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 12th day of December 5 ~~October~~, 1944, before me, the subscriber, a ~~Notary~~ Public for the State of Maryland, in and for Anne Arundel County, personally appeared, ~~James A. Walton~~, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Katharine N. Mitchell
Notary Public.

My Commission Expires May 5, 1947

LIBER 96 PAGE 493

CERTIFICATE OF TAX SALE

302

I, ~~James A. Walton~~ Thos. W. Davis, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th, 1944, ~~I~~ James A. Walton late Treas. sold to Co. Comm. A. A. Co. at public auction for the sum of Six Dollars and ninety six Cents, of which Nam Dollars has been paid the property in 2nd Dist. described as Lot 11 Blk 55 Sec C. Herald Harbor

and assessed to Frank G. Goodwin

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together will all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th, 1945, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 12 day of Dec 1945.

Thos. W. Davis
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this ~~9~~ 12th day of ~~October~~ December, 1944 5, before me, the subscriber, a ~~Notary~~ Public for the State of Maryland, in and for Anne Arundel County, personally appeared, ~~James A. Walton~~ Thos. W. Davis, 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,

Katharine H. McEutchan
Notary Public.

My Commission Expires May 5, 1947

303

CERTIFICATE OF TAX SALE

I, ~~James A. Walton~~ Thos W. Davis, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th, 1944, ~~I~~ James A. Walton Collr. Tress. sold to Co. Comm. of A. A. Co. at public auction for the sum of Five Dollars and Forty nine Cents, of which ..... Dollars has been paid the property in 2nd Dist described as Lot 27 Blk 97 Herald Harbor

and assessed to Wm. Long Jr.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together will all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th, 1945, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 12 day of Dec. 1945

Thos. W. Davis
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this ~~9~~ 12th day of ~~October~~ December, 194~~4~~5, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, ~~James A. Walton~~ Thos. W. Davis, 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,

Katharine H. McEntee
Notary Public.

My Commission Expires May 5, 1947

LIBER 96 PAGE 495

CERTIFICATE OF TAX SALE

304

I, ~~James A. Walton~~ Thos. W. Davis, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th, 1944, ~~I~~ sold to Co. Comm. A. A. Co. (Anne A. Walton late Treasurer) at public auction for the sum of Six Dollars and ninety six Cents, of which None Dollars has been paid the property in 2nd Dist. described as Lots 35-36 Blk 29 Sec C Herald Harbor

and assessed to Wm. R. Lusby

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together will all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th, 1945, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 12 day of Dec. 1945

Thos. W. Davis
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 12th day of ~~October~~ December, 1945, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, ~~James A. Walton~~ Thos. W. Davis, 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,

Katharine H. McCutcheon
Notary Public.

My Commission Expires May 5, 1947

LIBER 96 PAGE 496

CERTIFICATE OF TAX SALE

306

Thos. H. Davis

I, ~~James A. Walton~~, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th, 1944, ~~X~~ sold to James A. Walton, Co. Treas. for Co. Comrs. of A. A. Co. at public auction for the sum of Six Dollars and ninety six Cents, of which Four Dollars has been paid the property in 2nd Dist. described as Lot 67 Blk 19 Sec. A Herald Harbor and assessed to Leon J. Poplinsky

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together will all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th, 1945, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 12 day of Dec. 19 44.

Thos. H. Davis
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 12th day of ~~October~~ December 5, 1944, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, ~~James A. Walton~~ Thos. H. Davis, 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,

Katharine N. Mutchison
Notary Public

My Commission Expires May 5, 1947

LIBER 96 PAGE 497

CERTIFICATE OF TAX SALE

307

I, James A. Walton, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th, 1944, ~~I~~ sold to James A. Walton Co. Comm. of A.A.Co. at public auction for the sum of Six Dollars and ninety six Cents, of which None Dollars has been paid the property in 2nd Dist. described as Lot 7 Blk 138 Sec. D. Herald Harbor

and assessed to Edward L. Jr & Lillian Todd

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together will all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th, 1945, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 12 day of Dec. 1945.

Thos. N. Davis
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this ~~9~~ 12th day of ~~October~~ December, 194~~4~~5, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, ~~James A. Walton~~ Thos. N. Davis, 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,

Katharine H. McCutcheon
Notary Public.

My Commission Expires May 5, 1947

LIBER 96 PAGE 498

295

CERTIFICATE OF TAX SALE

I, ~~James A. Walton~~ Thos. W. Davis, Collector of Taxes for the State of ~~Maryland~~ and the County of Anne Arundel, hereby certify that on October 9th, 1944, ~~I~~ James A. Walton late Treas. sold to Co. Comm. of A. A. Co. at public auction for the sum of 6 Dollars and 49 Cents, of which None Dollars has been paid the property in 2nd Dist. described as Lot 7 - Blk 4 Severn Grove

and assessed to Robert W. Bregman

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together will all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th, 1945, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 12 day of Dec. 1945

Thos. W. Davis
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this ~~9~~ 12th day of ~~October~~ December, 1944 5, before me, the subscriber, a ~~Notary~~ Public for the State of Maryland, in and for Anne Arundel County, personally appeared, ~~James A. Walton~~ Thos. W. Davis, 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,

Katharine H. McCutchan
Notary Public

My Commission Expires May 5, 1947

LIBER 96 PAGE 499

298

CERTIFICATE OF TAX SALE

Thos. H. Davis

I, James A. Walton, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th, 1944, I sold to James A. Walton, Coll. Treas. Co. Comm. of A. A. Co. at public auction for the sum of Fourteen Dollars and fifty Cents, of which None Dollars has been paid the property in 2nd Dist. described as Lot 32-03-34-95 Blk 10 Severn Grove 938 and assessed to Rosemary Salisbury

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together will all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th, 1945, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 12 day of Dec. 19 45.

Thos. H. Davis
Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this ~~9~~ 12th day of ~~October~~ December 5, 1944, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, ~~James A. Walton~~ Thos. H. Davis, 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,

Katharine N. McCutchan
Notary Public

My Commission Expires May 5, 1947

LIBER 96 PAGE 500

315

CERTIFICATE OF TAX SALE

I, ~~James A. Walton~~ Thos. W. Davis, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th, 1944, ~~I~~ James A. Walton late Treas. sold to Co. Comm. of A. A. Co. at public auction for the sum of Six Dollars and forty eight Cents, of which None Dollars has been paid the property in 3rd Dist. described as Lots 5-6 Sec V near Marley Park

and assessed to Henry A. Siebel

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together will all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th, 1945, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 13 day of Dec. 1945.

Thos. W. Davis
W. Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this ~~9~~ 13th day of ~~October~~ December, 194~~4~~5, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, ~~James A. Walton~~ Thos. W. Davis, 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,

Katharine H. McCutcheon
Notary Public.

My Commission Expires May 5, 1947

LIBER 96 PAGE 501

317

CERTIFICATE OF TAX SALE

I, ~~James A. Walton~~ Thos. W. Davis, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th, 1944, ~~I~~ James A. Walton late Treas. sold to Co. Coms. of A. A. Co. at public auction for the sum of Six Dollars and forty eight Cents, of which None Dollars has been paid the property in 3rd Dist. described as Lot 6 Blk 12 Carrollton Manor

and assessed to Wm. G. & Maggie Titus

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together will all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th, 1945, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 13 day of Dec. 1945

Thos. W. Davis
W. Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this ~~9~~ 13th day of ~~October~~ December, 194~~4~~5, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, ~~James A. Walton~~ Thos. W. Davis, 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,

Katharine H. McCutcheon
Notary Public

My Commission Expires May 5, 1947

LIBER 96 PAGE 502

CERTIFICATE OF TAX SALE

321

Thos. H. Davis

I, ~~James A. Walton,~~ Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th, 1944, X sold to James H. Walton late Treas. Co. Comm. of A.A. Co.

at public auction for the sum of Eleven Dollars and ninety cents Cents, of which None Dollars has been paid the property in 4 Dist.

described as Lots 81-82 Blk F

Holladay Park

and assessed to Mrs. Minnie L. Snowell

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together will all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th, 1945, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 13 day of Dec. 19 45.

Thos. H. Davis

Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 13th day of December, 1944, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, ~~James~~ Thos. H. ~~Walton,~~ Davis 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,

Katharine N. McCutchan

Notary Public

My Commission Expires May 5, 1947

LIBER 96 PAGE 503

CERTIFICATE OF TAX SALE

322

Thos. H. Davis

I, ~~James A. Walton~~, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th, 1944, X sold to James A. Walton late Treas. Co. Comm. of A.A.Co.

at public auction for the sum of Nineteen Dollars and eighty nine Cents,

of which None Dollars has been paid the property in 4 Dist.

described as Lots 77-78-79-80 Blk C.

Holladay Park

and assessed to Stanislaw Orniwowski

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together will all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th, 1945, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 13 day of Dec. 19 44

Thos. H. Davis

Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 13 ~~0~~th day of December 5 ~~October~~, 1944, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, ~~James A. Walton~~ H. Grant Ross, 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,

Katharine N. McCutchan

Notary Public.

My Commission Expires May 5, 1947

L. I 8

LIBER 96 PAGE 504

CERTIFICATE OF TAX SALE

318

Thos. H. Davis

I, ~~James A. Walton~~, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th, 1944, ~~I~~ sold to James A. Walton late Treas. Co. Comrs. of A. A. Co. at public auction for the sum of Forty nine Dollars and Four Cents, of which None Dollars has been paid the property in 4 Dist. described as Lots 6-7-8-9-10-11-12-13-14-15-16 Blk A. " 34-35 Blk J. " 6-7 " N.1 Grandview Park " 3-4 " S.1 and assessed to Gertrude Garton

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together will all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th, 1945, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 13 day of Dec 19 44

Thos. H. Davis

Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 13th day of December 5, 1944, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, James A. Walton Thos. H. Davis, 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,

Katharine N. Mitchell

Notary Public

My Commission Expires May 5, 1947

LIBER 96 PAGE 505

CERTIFICATE OF TAX SALE

325

Thos H. Davis

I, ~~James A. Walton~~, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th, 1944, X sold to James A. Walton late Treas. Co. Comm. of A.A.Co.

at public auction for the sum of Eleven Dollars and sixty six Cents, of which None Dollars has been paid the property in 4 Dist;

described as Lots 3-4 Blk G.

Elmhurst.

and assessed to Michael Killinger

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together will all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th, 1945, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 13 day of Dec. 1945.

Thos H. Davis

H. Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this 13 day of December 5 ~~October~~, 1944, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Thos H. Davis ~~James A. Walton~~, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Katherine N. McCutchan

Notary Public.

My Commission Expires May 5, 1947

LIBER 96 PAGE 506

CERTIFICATE OF TAX SALE

323

Thos. H. Davis

I, ~~James A. Walton~~, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th, 1944, ~~X~~ sold to James A. Walton late Treas. Co. Comrs. of A.A.Co.

at public auction for the sum of Eleven Dollars and ninety cts Cents,

of which None Dollars has been paid the property in 4 Dist.

described as Lots 48-49 Blk C. Elmhurst.

and assessed to Viola Slagle

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together will all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th, 1945, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 13 day of Dec 19 44

Thos H. Davis

Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 13th day of ~~October~~ December 5, 1944, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared ~~James A. Walton~~ Thos H. Davis, 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,

Katherine W. Mitchell

Notary Public.

My Commission Expires May 5, 1947

LIBER 96 PAGE 507

CERTIFICATE OF TAX SALE

319

Thos. H. Davis

I, ~~James A. Walton~~, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th, 1944, I sold to James A. Walton late Treas. Co. Comm. of A. A. Co.

at public auction for the sum of Nineteen Dollars and eighty nine Cents, of which None Dollars has been paid the property in 4th Dist.

described as Lots 20-21-22-23- Blk T.

Elmhurst

and assessed to Mary A. Goedicke

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together will all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th, 1945, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 13 day of Dec 1945.

Thos. H. Davis

H. Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 13th day of December 5 ~~October~~, 1944, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, ~~James A. Walton~~ Thos. H. Davis, 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,

Katherine N. Markham

Notary Public.

My Commission Expires May 5, 1947

LIBER 96 PAGE 508

CERTIFICATE OF TAX SALE

327

I, ~~James A. Walton~~ Thos. W. Davis, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th, 1944, ~~I~~ James A. Walton Late Treas. sold to Co. Comrs. of A. A. Co. at public auction for the sum of Seven Dollars and eight Cents, of which None Dollars has been paid the property in 5 Dist described as Part of lot 21 Sec. T Sub 1 206 Fourth Ave, Brooklyn, Park

and assessed to Federal American Realty Corp.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together will all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th, 1945, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 13 day of Dec 1945

Thos. W. Davis
W. Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this ~~9~~ 13th day of ~~October~~ December, 194~~4~~5, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, ~~James A. Walton~~ Thos. W. Davis, 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,

Katharine H. McCutchan
Notary Public

My Commission Expires May 5, 1947

LIBER 96 PAGE 509

CERTIFICATE OF TAX SALE

332

Thos. H. Davis

I, ~~James A. Walton~~, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th, 1944, I sold to James A. Walton late Treas. Co. Anne. A.A.Co.

at public auction for the sum of Fourteen Dollars and eighty-six Cents, of which One Dollars has been paid the property in 1-West described as Lot 1-7 Blk 24 Woodland Heights

and assessed to James H. Smith

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together will all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th, 1945, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 13 day of Dec. 1944.

Thos. H. Davis
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 13th day of ~~October~~ December 5, 1944, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, ~~James A. Walton,~~ Thos. H. Davis 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,

Katharine H. McCutchen
Notary Public

My Commission Expires May 5, 1947

LIBER 96 PAGE 510

CERTIFICATE OF TAX SALE

331
Thos. H. Davis

I, ~~James A. Walton~~, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th, 1944, ~~X~~ sold to James A. Walton Collector Treas. Co. Comm. of A.A.Co.

at public auction for the sum of Eight Dollars and ninety nine Cents, of which None Dollars has been paid the property in 1st Dist. described as Lots 18-19 Blk 13. Arundell Manor

and assessed to Francis A. Smith & Elizabeth Price

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together will all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th, 1945, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 13 day of Dec. 19 45.

Thos. H. Davis
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 13th day of December 5, 1944, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, ~~James A. Walton~~ Jr. Thos. H. Davis, 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,

Katharine N. Mitchell
Notary Public.

My Commission Expires May 5, 1947

330

CERTIFICATE OF TAX SALE

I, ~~James A. Walton~~ Thos. H. Davis, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th, 1944, ~~I~~ James A. Walton late Treas. sold to Co. Comm. of A. A. Co. at public auction for the sum of Seven Dollars and forty nine Cents, of which None Dollars has been paid the property in 5 dist described as Lots 1-2 Blk A. Arundel Manor

and assessed to Augusta Miller

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together will all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th, 1945, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 13 day of Dec. 1945

Thos. H. Davis
Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this ~~9~~ 13th day of ~~October~~ December, 194~~4~~5, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, ~~James A. Walton~~ Thos. H. Davis, 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,

Katharine H. McCutchan
Notary Public.

My Commission Expires May 5, 1947

LIBER 96 PAGE 512

CERTIFICATE OF TAX SALE

328
Thos H. Davis

I, ~~James A. Walton~~, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th, 1944, ~~X~~ sold to James A. Walton late Treas. Co. Comm. of A. A. Co.

at public auction for the sum of Four Dollars and sixty one Cents,

of which None Dollars has been paid the property in V. Dist.

described as Lot 742
Ferndale Farms.

and assessed to Mildred M. Lohmuller

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together will all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th, 1945, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 13 day of Dec. 19 44.

Thos H Davis
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 13th day of December, 1944, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, ~~James A. Walton~~ Thos H Davis, 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,

Katharine W. McCutchan
Notary Public.

My Commission Expires May 5, 1947

LIBER 96 PAGE 513

335

CERTIFICATE OF TAX SALE

I, ~~James A. Walton~~ Thos. H. Davis, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th, 1944, ~~I~~ sold to Co. Comm. of A. A. Co. at public auction for the sum of Five Dollars and forty seven Cents, of which None Dollars has been paid the property in 7 Dist. described as Lot 27 Blk 42 Avalon Shores

and assessed to Leonard L. & Wm. E. Payman (Hart)

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together will all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th, 1945, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 13 day of Dec. 1945

Thos. H. Davis
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this ~~9~~ 13th day of ~~October~~ December, 194~~4~~5, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, ~~James A. Walton~~ Thos. H. Davis, 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,

Katharine H. McCutchen
Notary Public.

My Commission Expires May 5, 1947

LIBER 96 PAGE 514

CERTIFICATE OF TAX SALE

334

I, ~~James A. Walton~~ Thos. H. Davis, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th, 1944, ~~I~~ sold to James A. Walton Late Treas. Co. Comm. of A. A. Co. at public auction for the sum of Four Dollars and ninety Cents, of which None Dollars has been paid the property in 7 Dist. described as Lot 60 Blk 27 Sec. A Avalon Shores

and assessed to Edgar T. Rutherford

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together will all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th, 1945, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 13 day of Dec. 1945

Thos. H. Davis
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this ~~9~~ 13th day of ~~October~~ December, 194~~4~~5, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, ~~James A. Walton~~ Thos. H. Davis, 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,

Katharine H. McKitchen
Notary Public

My Commission Expires May 5, 1947

LIBER 96 PAGE 515

CERTIFICATE OF TAX SALE

336

Thos H. Davis

I, ~~James A. Walton~~, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th, 1944, I sold to James A. Walton Late Treas. Co. Comm. of A. A. Co.

at public auction for the sum of One hundred twenty five Dollars and eighty five Cents, of which None Dollars has been paid the property in Full

described as Lots 169-170-171 Idlewilde

and assessed to Wm. N. Hawkins and R. H. Temple

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together will all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th, 1945, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 13 day of Dec. 19 45

Thos H. Davis

Jr. Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 13th day of ~~October~~ December 5, 1944, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, ~~James A. Walton~~ Thos H. Davis, 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,

Katharine N. McCutchen

Notary Public

My Commission Expires May 5 1947

337

CERTIFICATE OF TAX SALE

I, ~~James A. Walton~~ Thos W. Davis, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th, 1944, ~~I~~ James A. Walton late Treas. sold to Co. Cours. of A. A. Co. at public auction for the sum of Sixteen hundred & four Dollars and eighty five Cents, of which None Dollars has been paid the property in 7 Dist described as Lots 144 to 149 150 to 168 172 to 187 190 to 203 " 209 to 219 228 to 245 249 to 269 272 to 292 293-294 " 296 to 313 Redeemed 10-9-45 Idlewilde Redeemed 10-9-45

and assessed to George E. Winters

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together will all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th, 1945, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 13 day of Dec. 1945

Thos. W. Davis
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this ~~9~~ 13th day of ~~October~~ December, 194~~4~~5, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, ~~James A. Walton~~ Thos. W. Davis, 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,

Katharine H. [illegible]
Notary Public

My Commission Expires May 5, 1947

LIBER 96 PAGE 517

CERTIFICATE OF TAX SALE

339

Thos. H. Davis

I, ~~James A. Walton~~, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th, 1944, I sold to James A. Walton late Treas. Co. Comm. of A.A.Co.

at public auction for the sum of one hundred thirteen Dollars and fifteen Cents, of which None Dollars has been paid the property in 8 Dist

described as Lots 10-11-12-13-14-15 Re Sub Div 13 C 21

North Beach Park

and assessed to Robert B. Eason & Co, Inc.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together will all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th, 1945, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 13 day of Dec 19 44

Thos. H. Davis
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 13 day of December 5, 1944, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, ~~James~~ Thos. H. Davis A. Walton, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Katharine N. McCutchan
Notary Public

My Commission Expires May 5, 1947

LIBER 96 PAGE 518

338

CERTIFICATE OF TAX SALE

Thos. H. Davis

I, ~~James A. Walton~~, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th, 1944, ~~X~~ sold to James A. Walton late Treas. Co. Comm. of A.A. Co.

at public auction for the sum of Forty two Dollars and ninety two Cents, of which None Dollars has been paid the property in 8 Dist.

described as Lot 5 - Blk 21 and 1/2 of Lot 4 Blk 21 North Beach Park.

and assessed to Theodore A. Gatis

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together will all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th, 1945, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 13 day of Dec. 1944

Thos H. Davis

H. Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 13th day of ~~October~~ December, 1944, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, ~~James A. Walton,~~ Thos. H. Davis 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,

Katharine A. McCutchen

Notary Public.

My Commission Expires May 5, 1947

LIBER 96 PAGE 519

629

CERTIFICATE OF TAX SALE

I, Joseph H. Griscom Sr., Collector of Taxes for the State of Maryland and the C. Albert Hodges, late Treas.
County of Anne-Arundel, hereby certify that on October 16-1935, I sold to Anne Arundel Co.
Commissioners at public auction for the sum of Twenty two Dollars and Seventy
five Cents, of which 22.75/100 Dollars has been paid as a deposit on the property
in 4 Dist. described as Lots 36-37
Thompson Farms

and assessed to Bernard Wise + Wife (R.F.D. Severn, 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 10-1945, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 13 day of December 1945

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Set:

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

Witness my hand and seal Notarial,

.....
Notary Public.

My Commission Expires .....

LIBER 96 PAGE 520

320

CERTIFICATE OF TAX SALE

Thos H. Davis

I, ~~James A. Walton~~, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th, 1944, X sold to James A. Walton late Treas. Co. Comm. of A. A. Co.

at public auction for the sum of One hundred one Dollars and fifty two Cents, of which None Dollars has been paid the property in 4 Dist described as 153.4 Acres Laurel Hts.

and assessed to Harry H. Tuight

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together will all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th, 1945, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 13 day of Dec 19 44

Thos. H. Davis

Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this ~~9~~ 13th day of ~~October~~ December 5, 1944, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, ~~James A. Walton~~ H. Lewis Davis, 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,

Katherine N. McStephan

Notary Public.

My Commission Expires May 5, 1947

LIBER 96 PAGE 521

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 9347 EQUITY

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body corporate

vs.

ROMEO MARINE, etal

BILL OF COMPLAINT

Mr. Clerk:

Please file, etc.

Benjamin Michaelson
Solicitor for the Petitioner

Filed Nov. 26th 1947.

BENJAMIN MICHAELSON
ATTORNEY AT LAW
HAYS BUILDING
ANNAPOLIS, MD.

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a Body Corporate	:	IN THE
	:	CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
ROMEO MARINE,	:	No. 9347 EQUITY.
ELIZABETH ELLIS		
WILLIAM F. MAHANEY and WILLIAM J. MAHANEY,	:	
EDITH M. HOLMES,		
RUTH MORRIS,	:	
C. AUSTEN BRANNEN,		
WILLIAM F. PORTER,	:	
WILLIAM PRATT MALLARD,		
ALVIN D. STOKES,	:	
JAMES M. BONBREST,		
MRS. S. W. EDELEN,	:	
FRANK G. GOODWIN and DOROTHY L. GOODWIN,		
WILLIAM LONG, JR.,	:	
W.R. LUSBY,		
LEON J. PEPLINSKI,	:	
EDWARD L. TODD and LILLIAN TODD,		
ROBERT W. BRIGMAN,	:	
ROSE MARY SALISBURY,		
HENRY A. SIEBELS,	:	
WILLIAM GOLDEN TITUS and MAGGIE TITUS,		
MINNIE L. NOWELL,	:	
STANISLAW W. PRUSINOWSKI,		
GERTRUDE GARTON,	:	
MICHAEL WILLINGER and URSULA WILLINGER,		
E. VIOLA SLAGLE,	:	
MARY M. GOEDEKE,		
FEDERAL AMERICAN REALTY CORP.,	:	
JAMES H. SMITH,		
FRANCIS A. SMITH and ELIZABETH G. PRICE,	:	
AUGUSTA MILLER,		
MILDRED BERNICE LOHMULLER,	:	
LEONARD L. HART and WILLIAM E. TAYMAN,		
EDGAR T. RUTHERFORD and BEULAH E. RUTHERFORD,	:	
WILLIAM N. HANDIBOE and RICHARD H. TEEPLE,		
GEORGE E. WINTERS and ANNE C. WINTERS,	:	
ROBERT B. CASON CO., INC.,		
THEODORE A. GATES,	:	
BERNARD WINE and wife,		
HARRY H. KNIGHT, and all persons having or claiming to have any interest in any of the properties described hereafter in this Order of Publication.	:	

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

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following properties situate in Anne Arundel County, sold by the Collector of Taxes for the County of Anne Arundel and the State of Maryland to the Plaintiff in this proceeding:

1. All that certain lot of ground situate in the Fifth Election District of Anne Arundel County and described as follows, that is to say: Part of Lot No. 48 in Section "C" as designated on the plat of Brooklyn Heights, which plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 2, Rod C-4, Plat 128.

2. All that certain lot of ground situate in the First Election District of Anne Arundel County and described as follows, that is to say: Lot No. 48 in Block "O", Selby-on-the-Bay Properties, which is laid down on a plat thereof duly recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 3, folio 26.

3. All those certain lots of ground situate in the First Election District of Anne Arundel County, and described as follows, that is to say: Lots Nos. 2880 and 2881 as designated on a plat entitled "Second Map of Woodland Beach, District No. 1, Anne Arundel County, Maryland", and filed among the Plat Records of Anne Arundel County in Liber F.S.R. No. 3, folio 24.

4. All those certain lots of ground situate in the First Election District of Anne Arundel County and described as follows, that is to say: Lots Nos. 134 and 135 as designated on a plat of North Selby duly recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 3, folio 39.

5. All that certain lot of ground situate in the First Election District of Anne Arundel County and described as follows, that is to say: Lot No. 19 as designated on a plat of North Selby duly recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 3, folio 39.

6. All that certain lot of ground situate in the Second Election District of Anne Arundel County and described as follows, that is to say: Lot No. 45 in Block "C" as shown on a map entitled "Resubdivision of part of Section L, Southaven on the South River, Anne Arundel County, Maryland, J.N.STARKEY, C.E., June 1937" recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 4, folio 46.

7. All that certain lot of ground situate in the Second Election District of Anne Arundel County and described as follows, that is to say: Lot No. 8 in Block "O" as shown on a map entitled "Resubdivision of part of Section L, Southaven, on the South River, Anne Arundel County, Maryland, J.N.Starkey, C.E., June 1937" recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R.No. 4, folio 46.

8. All that certain lot of ground situate in the Second Election District of Anne Arundel County and described as follows, that is to say: Lot No. 17 in Block "T" as shown on a map entitled "Resubdivision of part of Section 1, Southaven on the South River, Anne Arundel County, Maryland, J.N.Starkey, C.E., November 1936" recorded among the Plat Records of Anne Arundel County, in Cabinet No. 1, Rod A-6, Plat No. 5.

9. All those certain lots of ground situate in the Second Election District of Anne Arundel County and described as follows, that is to say: Lots Nos. 63 and 64 in Block U-3 as shown on a map entitled "Resubdivision of part of Section 1, Southaven on the South River, Anne Arundel County, Maryland, J.N.Starkey, C.E., November 1936", recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 4, folio 36.

10. All those certain lots of ground situate in the Second Election District of Anne Arundel County and described as follows, that is to say: Lots Nos. 19 and 20 in Block 17 as shown on a certain map entitled, Herald Harbor on the Severn, amended map of Section A, Edward W. Digges, C.E., November 1924", being subdivision of land formerly known as the Hall and Kyle tracts, said plat being recorded in Plat Book W.N.W. No. 3, at folio 32 of the Land Records of said County.

11. All that certain lot of ground situate in the Second Election District of Anne Arundel County and described as follows, that is to say: Lot No. 138 in Block 34 as shown on a certain map entitled, "Herald Harbor on the Severn, amended map of Section E, Edward W. Digges, C.E., November 1924", being subdivision of land formerly known as the Hall and Kyle tracts, said plat being recorded in Plat Book W.N.W. No. 3, at folio 31 of the Land Records of said County.

12. All that certain lot of ground situate in the Second Election District of Anne Arundel County and described as follows, that is to say: Lot NO. 11 in Block 55 as shown on a certain map entitled, "Herald Harbor onnthe Severn, amended map of Section C, Edward W. Digges, C.E., November 1924", being subdivision of land formerly known as the Hall and Kyle tracts said plat being recorded in Plat Book W.N.W. No. 3, at folio 34, of the Land Records of said County.

13. All that certain lot of ground situate in the Second Election District of Anne Arundel County and described as follows, that is to say: [illegible] Lot No. 27 in Block 97 as shown on a certain map entitled, "Herald Harbor on the Severn, amended map of Section E, Edward W. Digges, C.E., November 1924", being a subdivision of land formerly known as the Hall and Kyle tracts, said plat being recorded in Plat Book W.N.W. No. 3 at folio 31 of the Land Records of said County.

14. All that certain lot of ground situate in the Second Election District of Anne Arundel County and described as follows, that is to say: Lots Nos. 35 and 36 in Block 29 as shown on a certain map entitled, "Herald Harbor on the Severn, amended map of Section C, Edward W. Digges, C.E., November 1924", being subdivision of land formerly known as the Hall and Kyle tracts, said plat being recorded in Plat Book W.N.W. No. 3 at folio 34 of the Land Records of said County.

15. All that certain lot of ground situate in the Second Election District of Anne Arundel County and described as follows, that is to say: Lot No. 67 in Block 19 as shown on a certain map entitled,"Herald Harbor on the Severn, amended map of Section A, Edward W. Digges, C.E., November 1924", being subdivision of land formerly known as the Hall and Kyle tracts, said plat being recorded in Plat Book W.N.W. No. 3 at folio 32 of the Land Records of said County.

16. All that certain lot of ground situate in the Second Election District of Anne Arundel County and described as follows, that is to say: Lot No. 7 in Block 138 as shown on a certain map entitled, Herald Harbor on the Severn, amended map, of Section D, Edward W. Digges, C.E.", being subdivision of land formerly known as the Hall and Kyle tracts, said plat being recorded in Plat Book W.N.W. No. 3 at folio 23 of the Land Records of said County.

17. All that certain lot of ground situate in the Second Election District of Anne Arundel County and described as follows, that is to say: Lot No. 7 in Block 4 as shown on a certain map entitled, "Severn Grove, Anne Arundel County, Maryland", dated June 10, 1932, C.G.Shelley, Engineer, and recorded in Plat Book F.S.R. No.3 at folio 53 among the Land Records of Anne Arundel County.

18. All those certain lots of ground situate in the Second Election District of Anne Arundel County and described as follows, that is to say: Lots Nos. 32, 33, 34, and 35 in Block 10 as shown on a certain map entitled "Severn Grove", dated June 10, 1932, C.G.Shelley, Engineer, recorded in Plat Book F.S.R. No. 3, folio 53 among the Land Records of Anne Arundel County.

19. All those certain lots of ground situate in the Third Election District of Anne Arundel County and described as follows, that is to say: Lots Nos. 5 and 6 in Block "V" on the Plat of Marley Park Beach, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 2, folio 11.

20. All that certain lot of ground situate in the Third Election District of Anne Arundel County and described as follows, that is to say: Lot No. 6 in Block 12 according to a certain plat entitled, "Carrollton Manor", dated April 1933, made by J. Revell Carr, Engineer, recorded in Plat Book F.S.R. No. 3, folios 80 and 81 of the Plat Records of Anne Arundel County.

21. All that certain lot of ground situate in the Fourth Election District of Anne Arundel County and described as follows, that is to say: Lots Nos. 81 and 82 in Block F on plat of Holladay Park, recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. No. 3, folio 67.

22. All those certain lots of ground situate in the Fourth Election District of Anne Arundel County and described as follows, that is to say: Lots Nos. 77, 78, 79 and 80 in Block "C" on the Plat of Holladay Park, recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. No. 3, folio 67.

23. All those certain lots of ground situate in the Fourth Election District of Anne Arundel County and described as follows, that is to say: Lots Nos. 6, 7, 8, 9, 10, 11, 12, 13, 14 15 and 16 in Block "A", 34 and 35 in Block "J", 6 and 7 in Block "N", 3 and 4 in Block "S" as designated on a Plat of Grande View Park, recorded in Anne Arundel County Plat Book W.N.W. No. 2, folio 65.

24. All those certain lots of ground situate in the Fourth Election District of Anne Arundel County and described as follows, that is to say: Lots Nos. 3 and 4 in Block "G", on a plat of Elmhurst, recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 3, folio 45.

25. All those certain lots of ground situate in the Fourth Election District of Anne Arundel County and described as follows, that is to say: Lots Nos. 48 and 49 in Block "C" as shown on a plat of Elmhurst, recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 3, folio 45.

26. All those certain lots of ground situate in the Fourth Election District of Anne Arundel County and described as follows, that is to say: Lots Nos. 20, 21, 22 and 23 in Block "T" on a plat of Elmhurst recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 3, folio 45.

27. All that certain lot of ground situate in the Fifth Election District of Anne Arundel County and described as follows, that is to say: Part of Lot No. 21, Section "T" of Brooklyn Park. Being John K. Culvers Subdivision #1 of Belle Grove Farm as shown on a plat filed among the Land Records of Anne Arundel County in Plat Book G.W. No. 1, plat # 127. Being also part of the property known as 206 Fourth Ave., Brooklyn Park.

28. All those certain lots of ground situate in the Fifth Election District of Anne Arundel County and described as follows, that is to say: Lots Nos. 5 and 7 in Block 24 of Woodlawn Heights, as shown on a plat and survey thereof made by C.W.Gould, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 60, folio 50.

29. All those certain lots of ground situate in the Fifth Election District of Anne Arundel County and described as follows, that is to say: Lots Nos. 18 and 19 in Block "B" as shown on a plat of Arundel Manor which is recorded in Plat Book W.N.W. No. 1, folio 350, Section 4 in the office of the Clerk of the Circuit Court for Anne Arundel County.

30. All those certain lots of ground situate in the Fifth Election District of Anne Arundel County and described as follows, that is to say: Lots Nos. 1 and 2 in Block "H" as shown on a plat of Arundel Manor, which plat is recorded in Plat Book W.N.W. No. 1, folio 350, Section 4 in the office of the Clerk of the Circuit Court for Anne Arundel County.

31. All that certain lot of ground situate in the Fifth Election District of Anne Arundel County and described as follows, that is to say: Lot No. 742 in Section "C", as shown on the "Plan of Ferndale Farms", recorded among the Plat Records of Anne Arundel County in Plat Book G.W. No. 1, Section 3, folio 234.

32. All that certsin lot of ground situate in the Seventh Election District of Anne Arundel County and described as follows, that is to say: Lot No. 27 in Block 42 as shown on a certain map entitled, "Avalon Shores, Anne Arundel County, Maryland, Section B, February 1936, Joseph N. Starkey, C.E.", recorded in Plat Book F.S.R. No. 4, folio 26.

33. All that certain lot of land situate in the Seventh Election District of Anne Arundel County and described as follows, that is to say: Lot No. 60 in Block 27 as shown on a certain map entitled, "Avalon Shores, Anne Arundel County, Maryland, April 30, 1932, P.R.Rupert, Engineer, Section "A", recorded in Plat Book F.S.R. No. 3, folio 48, among the Land Records of Anne Arundel County.

34. All those certain lots of ground situate in the Seventh Election District of Anne Arundel County and described as follows, that is to say: Lots Nos. 169, 170, and 171 as designated on the Revised Plat of Idlewilde-on-the-Bay, Which plat is filed among the Plat Records of Anne Arundel County.

35. All those certain lots of ground situate in the Seventh Election District of Anne Arundel County and described as follows, that is to say: Lots Nos. 144 to 149, 150 to 168, 172 to 187, 190 to 203, 209 to 219, 228 to 245 and 293 and 294 as designated on a Revised Plat of Idlewilde-on-the-Bay, which plat is filed among the Plat Records of Anne Arundel County.

36. All those certain lots of ground situate in the Eighth Election District of Anne Arundel County and described as follows, that is to say: Lots Nos. 10, 11, 12, 13, 14 and 15 as designated in Block 21 on a plat of North Beach Park in the Resubdivision of Holland Point Addition to North Beach, Maryland, as shown by a plat filed August 17, 1925 and recorded in Plat Book W.N.W. No. 3, folio 60.

37. All those certain lots of ground situate in the Eighth Election District of Anne Arundel County and described as follows, that is to say: Lot No. 5 in Block 21 and the North 16 2/3 feet by full depth of Lot No. 4, Block 21 in the development known as North Beach Park, Anne Arundel County Maryland, as designated on a plat recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 3, folio 60.

38. All those certain lots of ground situate in the Fourth Election District of Anne Arundel County and described as follows, that is to say: Lots Nos. 36 and 37 as designated on a plat of Thompson Farms filed among the Plat Records of Anne Arundel County.

39. All that certain tract of land situate in the Fourth Election District of Anne Arundel County and described as follows, that is to say: All that tract of land containing 153.45 acres, more or less, located at Laurel Heights, Maryland.

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.

LIBER 96 PAGE 527

It is thereupon, this 26" day of November, 1947, 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 g general circulation in Anne Arundel County once a week for four (4) successive weeks, warning all persons interested in the said properties to be and appear in this Court by the 31st. day of January, 1948, 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.

2

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 9347 EQUITY

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body corporate

vs.

ROMEO MARINE, et al.

ORDER OF PUBLICATION

Filed Nov. 26" 1947.

BENJAMIN MICHAELSON
ATTORNEY AT LAW
HAYS BUILDING
ANNAPOLIS, MD.

11/26/47.
Copy of the within Order of Publication Received
Md. Gazette
Per. Mary Ella Strange

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body corporate : IN THE CIRCUIT COURT FOR

: ANNE ARUNDEL COUNTY

vs.

: No. 9347 EQUITY.

ROMEO MARINE, et al.

:

: : : : : : : :

Your petitioner, William Pratt Mallard, one of the defendants in this cause, by his attorney, John H. Hopkins, IV, respectfully represents:

1. That he is the owner of record of the property described in Tax Sale Certificate No. 296 filed in this cause.

2. That he desires to redeem the said property in accordance with the provisions of Article 81, Sections 89-C and 89-D of the Annotated Code of Maryland.

3. That he has conferred with the counsel for the plaintiff in these proceedings and he has submitted the following itemized costs and expenses in connection with the Tax Sale and the proceedings to foreclose the equity of redemption of the said property.

To the Collector of Taxes for the County of Anne Arundel and the State of Maryland.

Amount due on date of sale	$ 9.01
To interest (38 months at 6%)	1.71
Taxes for years 1945, 1946 and 1947	7.58
Total	$18.30

To the plaintiff, reimbursement for expenses in Foreclosure of Equity of Redemption proceedings.

Fee for title search	$10.00
Pro-rata share of cost of mimeographing	.55
" " " " " Order of Publication	5.80
" " " " Court Costs	5.40
Registry fee, notice to defendant	.33
Notary fee	.50
Total	$22.58

4. That he is willing to pay such charges and expenses necessary to redeem said property and has deposited with his attorney the sum necessary to pay such charges and expenses.

WHEREFORE your petitioner prays the Court to fix the amount necessary for such redemption accordingly.

AND as in duty bound, etc.

John H. Hopkins IV

Attorney for Petitioner

LIBER 96 PAGE 529

ORDER OF COURT

Upon the foregoing petition it is this 12 day of December, 1947, ORDERED by the Circuit Court for Anne Arundel County in Equity that the amount necessary to be paid for redemption of the property mentioned in said petition is hereby fixed at Forty Dollars and Eighty-eight cents ($40.88).

Judge

The Plaintiff by his attorney, Benjamin Michaelson, having been advised of the foregoing petition, hereby consents to the Order of Court fixing the amount necessary for redemption in accordance with said petition.

Attorney for Plaintiff

3

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 9347 Equity

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body corporate

vs.

ROMEO MARINE, et al.

Wm. Pratt Mallard

PETITION FOR REDEMPTION

12 December 1947 Pd.

Mr. Clerk:

Please file, etc.

Attorney for Petitioner

Filed Dec. 10" 1947.

BENJAMIN MICHAELSON
ATTORNEY AT LAW
HAYS BUILDING
ANNAPOLIS, MD.

LIBER 96 PAGE 530

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body corporate	:	IN THE CIRCUIT COURT FOR
	:	ANNE ARUNDEL COUNTY
vs.	:	
ROMEO MARINE, et al.	:	No. 9347 EQUITY.

: : : : : : : : :

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your petitioners, William N. Handiboe and R. H. Teeple, two of the defendants in this cause, by their attorney, John H. Hopkins, IV, respectfully represent:

1. That they are the owners of record of the property described in Tax Sale Certificate No. 336 filed in this cause.

2. That they desire to redeem the said property in accordance with the provisions of Article 81, Sections 89-C and 89-D of the Annotated Code of Maryland.

3. That they have conferred with the counsel for the plaintiff in these proceedings and he has submitted the following itemized costs and expenses in connection with the Tax Sale and the proceedings to foreclose the equity of redemption of the said property. (a recalculation of the amount due on date of tax sale discloses the correct amount is $94.61 and not $125.85 as shown on the Tax Certificate.)

To the Collector of Taxes for the County of Anne Arundel and the State of Maryland.

Amount due on date of sale plus interest - - - - - - - - - -	$ 110.73
Taxes due for years 1945 to 1948, Incl. plus interest - -	142.20
Total	$ 252.93

To the plaintiff, reimbursement for expenses in Foreclosure of Equity of Redemption proceedings.

Fee for title search -	$ 10.00
Pro-rata share of cost of mimeographing - - - - - - - - - -	.55
" " " " " Order of Publication - - - - - - -	5.80
" " " " Court costs - - - - - - - - - - - - - -	5.40
Registry fee, notice to defendants - - - - - - - - - - - -	.66
Notary fee -	.50
Total	$ 22.91

4. That they are willing to pay such charges and expenses necessary to redeem said property and have deposited with their attorney the sum necessary to pay such charges and expenses.

WHEREFORE your petitioner prays the Court to fix the amount necessary for such redemption accordingly.

AND as in duty bound, etc.

John H. Hopkins IV
Attorney for Petitioners

LIBER 96 PAGE 531 ORDER OF COURT

Upon the foregoing petition it is this 12 day of January, 1948, ORDERED by the Circuit Court for Anne Arundel County in Equity that the amount necessary to be paid for redemption of the property mentioned in said petition is hereby fixed at Two Hundred Seventy-five Dollars and Eighty-four cents ($275.84).

Judge

CONSENT OF PLAINTIFF

The Plaintiff by its attorney, Benjamin Michaelson, having been advised of the foregoing petition, hereby consents to the Order of Court fixing the amount necessary for redemption in accordance with said petition.

Attorney for Plaintiff

4

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 9347 EQUITY

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body corporate

vs.

ROMEO MARINE, et al.

Petition for redemption
and
Order of Court thereon
12 January 1948

Mr. Clerk:

Please file, etc.

Attorney for Petitioners

Filed Jany. 9th 1948.

BENJAMIN MICHAELSON
ATTORNEY AT LAW
ANNAPOLIS, MD.

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body corporate : IN THE CIRCUIT COURT FOR

: ANNE ARUNDEL COUNTY

vs.

: No. 9347 EQUITY

ROMEO MARINE, et al

: : : : : : : : :

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your petitioner, Alvin D. Stokes, one of the defendant's in this cause, by his attorney, John H. Hopkins, IV, respectfully represents:

1. That he is the owner of record of the property described in Tax Sale Certificate No. 299 filed in this cause.

2. That he desires to redeem the said property in accordance with the provisions of Article 81, Sections 89-C and 89-D of the Annotated Code of Maryland.

3. That he has conferred with the counsel for the plaintiff in these proceedings and he has submitted the following itemized costs and expenses in connection with the Tax Sale and the proceedings to foreclose the equity of redemption of the said property.

To the Collector of Taxes for the County of Anne Arundel and the State of Maryland.

Amount due on date of sale plus interest - - - - - - - - - -	$ 7.79
Taxes due for years 1945 to 1948, Incl. plus interest - -	4.80
Total	$12.59

To the plaintiff, reimbursement for expenses in Foreclosure of Equity of Redemption proceedings.

Fee for title search -	$10.00
Pro-rata share of cost of mimeographing - - - - - - - - - -	.55
" " " " " Order of Publication - - - - - - - -	5.80
" " " " Court costs * - - - - - - - - - - - - - -	5.40
Registry fee, notice to defendants - - - - - - - - - - - - -	.33
Notary fee -	.50
Total	$22.58

4. That he is willing to pay such charges and expenses necessary to redeem said property and has deposited with his attorney the sum necessary to pay such charges and expenses.

WHEREFORE your petitioner prays the Court to fix the amount necessary for such redemption accordingly.

AND as in duty bound, etc.

John H. Hopkins IV

Attorney for Petitioner

LIBER 96 PAGE 533 ORDER OF COURT

Upon the foregoing petition it is this 26th day of January, 1948, ORDERED by the Circuit Court for Anne Arundel County in Equity that the amount necessary to be paid for redemption of the property mentioned in said petition is hereby fixed at Thirty-five Dollars and seventeen cents ($35.17).

Judge

CONSENT OF PLAINTIFF

The Plaintiff by its attorney, Benjamin Michaelson, having been advised of the foregoing petition, hereby consents to the Order of Court fixing the amount necessary for redemption in accordance with said petition.

Attorney for Plaintiff

5

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 9347 EQUITY

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body corporate

vs.

ROMEO MARINE, et al.

Alvin D. Stokes

PETITION FOR REDEMPTION

1

26 January 1948 Pd.

Mr. Clerk:

Please file, etc.

Attorney for Petitioner

Filed Janu. 23rd 1948

John H. Hopkins, IV
ATTORNEY AT LAW
HAYS BUILDING
ANNAPOLIS, MD.

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body corporate : IN THE CIRCUIT COURT FOR

: ANNE ARUNDEL COUNTY

vs.

: No. 9347 EQUITY.

ROMEO MARINE, et al.

: : : : : : : : :

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

The County Commissioners of Anne Arundel County, a body corporate, by Weems R. Duvall, President, the Plaintiff herein, does hereby certify that on 25th day of November, 1947, it caused a copy of the Bill of Complaint in the above entitled case to be mailed by Registered Mail, Return Receipt Requested, to each of the Defendants in this case at their last known Post Office addresses, according to the records of the Bureau of Assessments of Anne Arundel County.

It further certifies that the returns from the aforementioned Registered Letters were as follows:

(1) On November 28, 1947, the return receipt for the letter addressed to Romeo Marine, c/o Rowe and Cullen, Lexington Bldg., Baltimore, Maryland, was returned signed, Romeo Marine c/o Rowe & Cullen by Ruth Caney on November 26, 1947. (2) On November 29, 1947, the return receipt for the letter addressed to Elizabeth Ellis, 1733 - 20th St., N.W., Washington, D.C., was returned signed Elizabeth Ellis by H.C.Thompson on November 28, 1947.

(3) On December 1, 1947, the return receipt for the letter addressed to William F. Mahaney and William J. Mahaney, 1318 Ritchie Place, N.E., Washington, D.C., was returned signed William S. and William J. Mahaney on November 29, 1947.

(4) On November 29, 1947, the return receipt for the letter addressed to Edith M. Holmes, Easton, Maryland, was returned signed Edith M. Holmes, on November 28, 1947.

(5) On November 27, 1947, the return receipt for the letter addressed to Ruth Morris, 3715 "S" St., N.W., Washington, D.C. was returned signed Ruth Morris by Mrs. John F. Dominick on November 26, 1947.

(6) On December 6, 1947, the letter addressed to C. Austin Brannen at 607 North Carolina Ave., Washington, D.C., was returned, marked "Unclaimed".

(7) On December 9, 1947, the letter addressed to William F. Porter at 1845 - 4th St., N.E., Washington, D.C., was returned, marked "Unclaimed".

(8) On or about December 15, 1947, William Pratt Mallard, redeemed the property assessed to him and described in Tax Sale Certificate No. 296.

(9) On or about January 28, 1948, Alvin D. Stokes, redeemed the property assessed to him and described in Tax Sale Certificate No. 299.

(10) On November 27, 1947, the return receipt for the letter addressed to James M. Bonbrest at 605 - 14th St., N.W., Washington, D.C., was returned, signed by James M. Bonbrest on November 26, 1947.

(11) On December 9, 1947, the letter addressed to Mrs. S.W.Edelen at 911 - "K" St., S.E., Washington, D.C., was returned, marked "Unclaimed".

(12) On November 27, 1947, the return receipt for the letter addressed to Frank G. Goodwin and Dorothy L. Goodwin at 227 Ascot Place, N.E., Washington, D.C., was returned signed Dorothy L. Goodwin on November 26, 1947.

(13) On November 27, 1947 the return receipt for the letter addressed to William Long, Jr., at Riverdale, Md., was returned signed by W.R.Thompson for William Long, Jr.

(14) On December 6, 1947 the letter addressed to W.R.Lusby at 1226 Pennsylvania Ave., S.E., Washington, D.C., was returned marked "Moved, left no address".

(15) On December 1, 1947, the return receipt for the letter addressed to Leon J. Peplinski at 3923 - 7th St., N.E., Washington, D.C., was returned signed Leon J. Peplinski by D.A.Peplinski on November 29, 1947.

(16) On November 29, 1947, the return receipt for the letter addressed to Edward L. Todd and Lillian Todd at 771½ Blue Hills Ave., Bloomfield, Connecticut, was returned signed by E.L.Todd on November 28, 1947.

(17) On December 2, 1947 the letter addressed to Robert W. Brigman at 3205 Varnum St., Washington, D.C., was returned marked "No such street number".

(18) On November 27, 1947, the return receipt for the letter addressed to Rose Mary Salisbury at 614 Flower Ave, Takoma Park, Md., was returned, signed Rose Mary Salisbury by E.G.Salisbury on November 26, 1947.

(19) On December 6, 1947, the letter addressed to Henry A. Siebels at 301 St. Nicholas Ave., New York City, N. Y., was returned marked "Unclaimed at address given".

(20) On December 8, 1947, the letter addressed to William Golden Titus and Maggie Titus at 2579 W. Fayette St., Baltimore, Maryland was returned, marked "Gone".

(21) On December 9, 1947, the letter addressed to Minnie L. Nowell at 2441 Maryland Avenue, Baltimore, Md., was returned, marked "Party is deceased".

(22) On December 10, 1947, the letter addressed to Stanislaw W. Prusinowski at 3455 Holmead Place, N.W., Washington, D.C., was returned marked "Unclaimed".

(23) On November 27, 1947, the return receipt for the letter addressed to Gertrude Garton c/o David Riordan, Woodward Bldg., Washington, D.C., was returned signed David Riordan on November 26, 1947.

(24) On December 6, 1947 the letter addressed to Michael Willinger and Ursula Willinger at 1901 E. 31st., St., Apt #2, Baltimore, Maryland was returned marked "Gone".

(25) On December 2, 1947, the return receipt for the letter addressed to E. Viola Slagle at 3rd Floor rear - 1115 St. Paul St., Baltimore, Md., was returned signed by E. Viola Slagle on November 28, 1947.

(26) On December 6, 1947, the letter addressed to Mary M. Goedeke at 1901 E. 31st. St., Apt. " 2, Baltimore, Md., was returned marked "Gone".

(27) On November 28, 1947, the return receipt for the letter addressed to Federal American Realty Corp. at 205 Davis St., Baltimore, Md. was returned signed by C.C. Wallman on November 26, 1947.

(28) On December 9, 1947, the letter addressed to James H. Smith at 5515 Elderon Ave., Baltimore, Md., was returned marked "Not at".

(29) On November 27, 1947, the return receipt for the letter addressed to Francis A. Smith and Elizabeth G. Price at 1159 Riverside Ave., Baltimore, Md., was returned signed Francis A. Smith by Mrs. H. J. Wood on November 26, 1947.

(30) On November 29, 1947, the return receipt for the letter addressed to Augusta Miller at 613 S. Dallas Street, Baltimore, Md., was returned signed Augusta Miller by Bertha Miller on November 28, 1947.

(31) On December 5, 1947, the letter addressed to Mildred Bernice Lohmuller at 38 South St., Baltimore, Md., was returned marked "Unknown".

(32) On December 9, 1947, the letter addressed to Leonard L. Hart and William E. Tayman at 518 - 9th St., N.E., Apt. # 408, Washington, D.C., was returned marked "Unclaimed".

(33) On November 29, 1947, the return receipt for the letter addressed to Edgar T. Rutherford and Beulah E. Rutherford at 1504 "V" St., S.E., Washington, D.C., was returned signed Edgar T. Rutherford by Beulah E. Rutherford on November 28, 1947.

(34) On or about January 15, 1948, William N. Handiboe and Richard H. Teeple redeemed the property assessed to them and described in Tax Sale Certificate No. 336.

(35) On November 27, 1947, the return receipt for the letter addressed to George E. Winters and Anne C. Winters at 1300 N. Charles St., Baltimore, Md., was returned signed George E. Winters and Ann C. Winters by Mrs. D. Winters on November 26, 1947.

(36) On December 10, 1947, the return receipt for the letter addressed to Robert B. Cason Co., Inc., at Box # 4062, Chevy Chase, Md., was returned signed Robert B. Cason on December 9, 1947.

(37) On November 28, 1947, the return receipt for the letter addressed to Theodore A. Gates at 608 Ingraham St., N.W., Washington, D.C. was returned signed Theodore A. Gates by Mrs. Theodore A. Gates on November 27, 1947.

(38) On December 6, 1947, the letter addressed to Bernard Wine and wife was returned from Severn, Md., marked "Moved, left no address".

(39) On November 27, 1947, the return receipt for the letter addressed to Harry H. Knight at 313 Second St., Laurel, Md., was returned signed H.H. Knight on November 26, 1947.

It further certifies that it does not have any other addresses for the said Defendants whose letters were not delivered, nor does it know the names or addresses of the heirs of the Defendants who may be deceased, nor has it any way of ascertaining same.

COUNTY COMMIBSIONERS OF ANNE ARUNDEL COUNTY, a body corporate

Attest: [signature] Clerk

By: [signature] President - Plaintiff

Subscribed and sworn to before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, this 3rd day of February, 1948.

WITNESS my hand and Notarial Seal.

[signature] (SEAL)
Katharine H. McCutchan-Notary Public

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 9347 EQUITY

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body corporate

vs.

ROMEO MARINE, et al.

AFFIDAVIT

Mr. Clerk:

Please file, etc.

[signature]
Solicitor for the Plaintiff

Filed Feby. 4th 1948

BENJAMIN MICHAELSON
ATTORNEY AT LAW
HAYS BUILDING
ANNAPOLIS, MD.

LIBER 96 PAGE 539

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 5, 1948

We hereby certify, that the annexed

Order of Publication

Co. Comm. vs. Romeo Marine Etc.

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 January, 1948. The first insertion being made the 4th day of December, 1947

THE CAPITAL-GAZETTE PRESS, INC.

By Shirley McDonald

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 9347 Equity

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a Body Corporate

Vs.

Romeo Marine, Elizabeth Ellis, William F. Mahaney and William J. Mahaney Edith M. Holmes, Ruth Morris, C. Austin Brannen, William F. Porter William Pratt Mullard, Alvin D Stokes, James M. Bonbrest, Mrs. S W. Ebelen, Frank G. Goodwin and Dorothy L. Goodwin, William Long Jr., W. B. Lusby, Leon J. Pepliuski Edward L. Todd and, Lillian Todd Robert W. Brigman, Rose Mary Salisbury, Henry A. Siebels, William Golden Titus and Maggie Titus, Minnie L. Nowell, Stanislaw W. Pruinowski Gertrude Gurton, Michael Willinger and Ursula Willinger, E. Viola Single Mary M. Goedeke, Federal American Realty Corp., James H. Smith, Francis A. Smith and Elizabeth G. Price, Augusta Miller, Mildred Bernice Lohmuller, Leonard L. Hurt and William E. Tayman, Edgar T. Rutherford and Beulah E. Rutherford, William N. Haudlbne and Richard H. Teeple, George E. Winters and Anne C. Winters, Robert B. Cason Co., Inc., Theodore A. Gates, Bernard Wine and wife, Harry H. Knight, and all persons having or claiming to have any interest in any of the properties described hereafter in this Order of Publication.

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following properties situate in Anne Arundel County, sold by the Collector of Taxes for the County of Anne Arundel and the State of Maryland to the Plaintiff in this proceedings:

1. All that certain lot of ground situate in the Fifth Election District of Anne Arundel County and described as follows, that is to say: Part of Lot No. 48 in Section "C" as designated on the plat of Brooklyn Heights, which plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 2, Rod C-4, Plat 128.

2. All that certain lot of ground situate in the First Election District of Anne Arundel County and described as follows, that is to say: Lot No. 48 in Block "O", Selby-on-the-Bay Properties which is laid down on a plat thereof duly recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 3, folio 20.

3. All those certain lots of ground situate in the First Election District of Anne Arundel County, and described as follows, that is to say: Lots Nos. 2880 and 2881 as designated on a plat entitled "Second Map of Woodland Beach, District No. 1, Anne Arundel County, Maryland", and filed among the Plat Records of Anne Arundel County in Liber F.S.R. No. 3, folio 24.

4. All those certain lots of ground situate in the First Election District of Anne Arundel County and described as follows, that is to say: Lots Nos. 134 and 135 as designated on a plat of North Selby duly recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 3, folio 39.

5. All that certain lot of ground situate in the First Election District of Anne Arundel County and described as follows, that is to say: Lot No. 10 as designated on a plat of North Selby duly recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 3, folio 330.

6. All that certain lot of ground situate in the Second Election District of Anne Arundel County and described as follows; that to say: Lot No 45 in Block "C" as shown on a map entitled "Resubdivision of part of Section L, Southaven on the South River, Anne Arundel County, Maryland, J. N. STARKEY, C. E., June 1937" recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 4, folio 46.

7. All that certain lot of ground situate in the Second Election District of Anne Arundel County and described as follows, that is to say: Lot No. 8 in Block "C" as shown on a map entitled "Resubdivision of part of Section L,

situate in the Second Election District of Anne Arundel County and described as follows; that is to say: Lot No. 11 in Block 55 as shown on a certain map entitled, "Herald Harbor on the Severn, amended map of Section C. Edward W. Digges, C.E., November 1924", being subdivision of land formerly known as the Hall and Kyle tracts said plat being recorded in Plat Book W.N.W. No. 3, at folio 34, of the Land Records of said County.

13. All that certain lot of ground situate in the Second Election District of Anne Arundel County and described as follows, that is to say: Lot No. 27 in Block 97 as shown on a certain map entitled, "Herald Harbor on the Severn, amended map of Section E. Edward W. Digges, C. E., November 1924", being a subdivision of land formerly known as the Hall and Kyle tracts, said plat being recorded in Plat Book W.N.W. No. 3 at folio 31 of the Land Records of said County.

14. All that certain lot of ground situate in the Second Election District of Anne Arundel County and described as follows, that is to say Lots Nos. 35 and 36 in Block 29 as shown on a certain map entitled, "Herald Harbor on the Severn, amended map of Section C. Edward W. Digges, C. E., November 1924", being subdivision of land formerly known as the Hall and Kyle tracts, said plat being recorded in Plat Book W.N.W. No. 3 at folio 34 of the Land Records of said County.

15. All that certain lot of ground situate in the Second Election District of Anne Arundel County and described as follows, that is to say: Lot No. 67 in Block 10 as shown on a certain map entitled, "Herald Harbor on the Severn, amended map of Section A, Edward W. Digges, C. E., November 1924", being subdivision of land formerly known as the Hall and Kyle tracts, said plat being recorded in Plat Book W.N.W. No. 3 at folio 32 of the Land Records of said County.

16. All that certain lot of ground situate in the Second Election District of Anne Arundel County and described as follows, that is to say: Lot No. 7 in Block 138 as shown on a certain map entitled, Herald Harbor on the Severn, amended map of Section D. Edward W. Digges, C.E.", being subdivision of land formerly known as the Hall and Kyle tracts, said plat being recorded in Plat Book W.N.W. No. 3 at folio 23 of the Land Records of said County.

17. All that certain lot of ground situate in the Second Election District of Anne Arundel County and described as follows, that is to say: Lot No. 7 in Block 4 as shown on a certain map entitled, "Severn Grove, Anne Arundel County, Maryland", dated June 10, 1932, C. G. Shelley, Engineer, and recorded in Plat Book F.S.R. No. 3 at folio 53 among the Land Records of Anne Arundel County.

18. All those certain lots of ground situate in the Second Election District of Anne Arundel County and described as follows, that is to say: Lots Nos. 32, 33, 34, and 35 in Block 10 as shown on a certain map entitled "Severn Grove", dated June 10, 1932, C. G. Shelley, Engineer, recorded in Plat Book F.S.R. No. 3, folio 53 among the Land Records of Anne Arundel County.

19. All those certain lots of ground situate in the Third Election District of Anne Arundel County and described as follows, that is to say: Lots Nos. 5 and 6 in Block "V" on the Plat of Marley Park Beach, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 2, folio 11.

20. All that certain lot of ground situate in the Third Election District of Anne Arundel County and described as follows, that is to say: Lot No. 6 in Block 12 according to a certain plat entitled, "Carrollton Manor", dated April 1933, made by J. Revell Carr, Engineer, recorded in Plat Book F.S.R. No. 3, folios 80 and 81 of the Plat Records of Anne Arundel County.

21. All that certain lot of ground situate in the Fourth Election District of Anne Arundel County and described as follows, that is to say: Lots Nos. 81 and 82 in Block F on plat of Holladay

the property known as 206 Fourth Ave., Brooklyn Park.

28. All those certain lots of ground situate in the Fifth Election District of Anne Arundel County and described as follows, that is to say: Lots Nos. 5 and 7 in Block 24 of Woodlawn Heights, as shown on a plat and survey thereof made by C. W. Gould, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 60, folio 50.

29. All those certain lots of ground situate in the Fifth Election District of Anne Arundel County and described as follows, that is to say: Lots Nos. 18 and 19 in Block "E" as shown on a plat of Arundel Manor which is recorded in Plat Book W.N.W. No. 1, folio 350, Section 4 in the office of the Clerk of the Circuit Court for Anne Arundel County.

30. All those certain lots of ground situate in the Fifth Electon District of Anne Arundel County and described as follows, that is to say: Lots Nos. 1 and 2 in Block "H" as shown on a plat of Arundel Manor, which plat is recorded in Plat Book W.N.W. No. 1, folio 350, Section 4 in the office of the Clerk of the Circuit Court for Anne Arundel County.

31. All that certain lot of ground situate in the Fifth Election District of Anne Arundel County and described as follows, that is to say: Lot No. 742 in Section "C", as shown on the "Plan of Ferndale Farms", recorded among the Plat Records of Anne Arundel County in Plat Book G.W. No. 1, Section 3, folio 234.

32. All that certain lot of ground situate in the Seventh Election District of Ane Arundel County and described as follows, that is to say: Lot No. 27 in Block 42 as shown on a certain map entitled, "Avalon Shores, Anne Arundel County, Maryland, Section B, February 1930, Joseph N. Starkey, C.E.", recorded in Plat Book F.S.R. No. 4, folio 26.

33. All that certain lot of land situate in the Seventh Election District of Anne Arundel County and described as follows, that is to say: Lot No. 69 in Block 27 as shown on a certain map entitled, "Avalon Shores, Anne Arundel County, Maryland, April 30, 1932, P. R. Enjert, Engineer, Section "A", recorded in Plat Book F.S.R. No. 3, folio 48, among the Land Records of Anne Arundel County.

34. All those certain lots of ground situate in the Seventh Election District of Anne Arundel County and described as follows, that is to say: Lots Nos. 169, 170, and 171 as designated on the Revised Plat of Idlewilde-on-the-Bay, Which plat is filed among the Plat Records of Anne Arundel County.

35. All those certain lots of ground situate in the Seventh Election District of Anne Arundel County and described as follows, that is to say: Lots Nos. 144 to 140, 150 to 168, 172 to 187, 190 to 203, 209 to 219, 228 to 235 and 293 to 294 as designated on a Revised Plat of Idlewilde-on-the-Bay, which plat is filed among the Plat Records of Anne Arundel County.

36. All those certain lots of ground situate in the Eighth Election District of Anne Arundel County and described as follows, that is to say: Lots Nos. 10, 11, 12, 13, 14 and 15 as designated in Block 21 on a plat of North Beach Park in the Resubdivision of Holland Point Addition to North Beach, Maryland, as shown by a plat filed August 17, 1925 and recorded in Plat Book W.N.W. No. 3, folio 60.

37. All those certain lots of ground situate in the Eighth Election District of Anne Arundel County and described as follows, that is to say: Lot No. 5 in Block 21 and the North 16 2-3 feet by full depth of Lot No. 4, Block 21 in the development known as North Beach Park, Anne Arundel County Maryland, as designated on a plat recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 3, folio 60.

38. All those certain lots of ground situate in the Fourth Election District of Anne Arundel County and described as follows, that is to say: Lots Nos. 30 and 373 as designated on a plat of Thompson Farms filed among the Plat

Southaven, on the South River, Anne Arundel County, Maryland, J. N. Starkey, C. E., June 1937" recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 4, folio 40.

8. All that certain lot of ground situate in the Second Election District of Anne Arundel County and described as follows, that is to say: Lot No. 17 in Block "N" as shown on a map entitled "Resubdivision of part of Section 1 Southaven on the South River, Anne Arundel County, Maryland, J. N. Starkey, C. E., November 1936", recorded among the Plat Records of Anne Arundel County, in Cabinet No. 1, Rod A-6, Plat No. 5.

9. All those certain lots of ground situate in the Second Election District of Anne Arundel County and described as follows, that is to say: Lots Nos. 63 and 64 in Block C-3 as shown on a map entitled "Resubdivision of part of Section 1, Southaven on the South River, Anne Arundel County, Maryland, J. N. Starkey, C. E., November 1936", recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 4, folio 36.

10. All those certain lots of ground situate in the Second Election District of Anne Arundel County and described as follows, that is to say: Lots No. 19 and 20 in Block 17 as shown on a certain map entitled, Herald Harbor on the Severn, amended map of Section A, Edward W. Digges, C.E., November 1924", being subdivision of land formerly known as the Hall and Kyle tracts, said plat being recorded in Plat Book W.N.W. No. 3, at folio 323 of the Land Records of said County.

11. All that certain lot of ground situate in the Second Election District of Anne Arundel County and described as follows, that is to say:: Lot No. 138 in Block 34 as shown on a certain map entitled, "Herald Harbor on the Severn, amended map of Section E, Edward W. Digges, C.E., November 1924", being subdivision of land formerly known as the Hall and Kyle tracts, said plat being recorded in Plat Book W.N.W. No. 8, at folio 31 of the Land Records of said County.

12. All that certain lot of ground Park, recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. No. 3, folio 67.

22. All those certain lots of ground situate in the Fourth Election District of Anne Arundel County and described as follows, that is to say: Lots Nos. 77, 78, 79 and 80 in Block "C" on the Plat of Holladay Park, recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. No. 3, folio 67.

23. All those certain lots of ground situate in the Fourth Election District of Anne Arundel County and described as follows, that is to say: Lots Nos. 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 in Block "A", 34 and 35 in Block "M", 6 and 7 in Block "N", 3 and 4 in Block "S" as designated on a Plat of Grande View Park, recorded in Anne Arundel County Plat Book W.N.W. No. 2, folio 65.

24. All those certain lots of ground situate in the Fourth Election District of Anne Arundel County and described as follows, that is to say: Lots Nos. 3 and 4 in Block "G", on a plat of Elmhurst, recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 3, folio 45.

25. All those certain lots of ground situate in the Fourth Election District of Anne Arundel County and described as follows, that is to say: Lots Nos. 48 and 49 in Block "C" as shown on a plat of Elmhurst, recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 3, folio 45.

26. All those certain lots of ground situate in the Fourth Election District of Anne Arundel County and described as follows, that is to say: Lots Nos. 20, 21, 22 and 23 in Block "I" on a plat of Elmhurst recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 3, folio 45.

27. All that certain lot of ground situate in the Fifth Election District of Anne Arundel County and described as follows, that is to say: Part of Lot No. 21, Section "I" of Brooklyn Park. Being John K. Culvers Subdivision No. 1 of Belle Grove Farm as shown on a plat filed among the Land Records of Anne Arundel County in Plat Book G.W. No. 1, plat No. 127. Being also part of Records of Anne Arundel County.

39. All that certain tract of land situate in the Fourth Election District of Anne Arundel County and described as follows, that is to say: All that tract of land containing 155.45 acres, more or less, located at Laurel Heights, Maryland.

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 26th day of November, 1947, by the Circuit Court for Anne Arundel County, In Equity, ORDERED that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County once a week for four (4) successive weeks, warning all persons interested in the said properties to be and appear in this Court by the 31st day of January, 1948, 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.

d-24

LIBER 96 PAGE 542

NO. 9347 Equity 7

IN THE

CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY

County Commissioners of Anne Arundel County, a body Corporate

VS.

Romeo Marine, et al.

CERTIFICATE OF PUBLICATION

of Order of Publication

FILED Feby 4" 1948

LIBER 96 PAGE 543

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body corporate.	:	IN THE CIRCUIT COURT FOR
	:	ANNE ARUNDEL COUNTY
vs.	:	No. 9347 EQUITY
ROMEO MARINE, et al.	:	

: : : : : : : : :

It appearing from the proceedings in this cause that the ORDER of PUBLICATION heretofore issued therein has been duly published in the Maryland Gazette, a newspaper printed and published in Annapolis, Anne Arundel County, Maryland, and the Defendants, excepting William Pratt Mallard, Alvin B. Stokes, William N. Handiboe and Richard H. Teeple, having failed to appear either in person or by Solicitor and answer the Bill of Complaint filed against them.

It is thereupon, this 6" day of February, 1948, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED that said Bill of Complaint be, and the same is hereby taken pro confesso against the said Defendants who failed to answer said Bill of Complaint.

Judge

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 9347 EQUITY

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body corporate

vs.

ROMEO MARINE, et al

DECREE PRO CONFESSO

6 February 1948

Filed Feby. 6, 1948.

BENJAMIN MICHAELSON
ATTORNEY AT LAW
HAYS BUILDING
ANNAPOLIS, MD.

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body corporate.

LIBER 96 PAGE 544

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

vs.

No. 9347 EQUITY

ROMEO MARINE, et al.

FINAL DECREE

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

It is, thereupon, this 9th day of March 1948, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED:

1. That all rights of redemption of the Defendants, or of anyone claiming by, through or under them, in and to the properties described in this proceeding as having been sold by the Treasurer of Anne Arundel County to the Plaintiff on the 9th day of October, 1944 (October 16, 1935 for Certificate # 629), for the non-payment of taxes, be and the same are hereby barred and foreclosed; saving and excepting the properties of the Defendants, William Pratt Mallard, Alvin D. Stokes, William N. Handiboe and Richard H. Teeple, which were redeemed by them as provided by law.

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

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

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

Judge

Filed March 9, 1948

FINAL DECREE

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body corporate

vs.

ROMEO MARINE, et al.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 9347 EQUITY

BENJAMIN MICHAELSON
ATTORNEY AT LAW
HAYS BUILDING
ANNAPOLIS, MD.

LIBER 96 PAGE 545

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
VS	*	FOR
LAWRENCE C. GALFORD and	*	ANNE ARUNDEL COUNTY
DORIS M. GALFORD, his wife	*	No. 11,621 Equity

* * * *

MR. CLERK:

Please docket Suit in the above entitled case and file Petitioner's Exhibit "A".

WILLIAM C. ROGERS, Attorney
Named in Mortgage

Winson G. Gott, Jr., Lee Bldg. Annapolis
Attorney for Plaintiff

Filed JAN 17 1956

LIBER 96 PAGE 546

LIBER 863 PAGE 9

No. 11,621 Equity

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.

MARYLAND

MORTGAGE

PETITIONER'S EXHIBIT "A"

THIS MORTGAGE, made this 9th day of September, A. D. 1954, by and between LAWRENCE C.GALFORD and DORIS M. GALFORD, his wife,--- -------

of Anne Arundel County-------------------------, in the State of Maryland, hereinafter called the Mortgagor, and ROWILL TITLE HOLDING CORPORATION, a body corporate, , duly incorporated under the Laws of the State of Maryland------------- ~~a corporation organized and existing under the laws of the~~ hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of NINETY-NINE HUNDRED NINETY--- --------------- --- Dollars ($ 9990.00), 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 ROWILL TITLE HOLDING CORPORATION---------------------, in Baltimore City, in the State of Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of FIFTY DOLLARS AND SIXTY-TWO CENTS------------Dollars ($ 50.62), commencing on the first day of October - - - -, 1954, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of September - - - -, 1984. 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. 11 as shown on the Plat of Belvedere Heights, Section 2, which Plat was recorded among the Land Records of Anne Arundel County on April 1, 1954, in Plat Cabinet No. 4 Rod G-8 Plat No. 7. Said lot being situate on the east side of Harmony Avenue.

BEING the same lot of ground which by Deed of Assignment dated even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by HILDA E. MILLER, unmarried, to LAWRENCE C. GALFORD and DORIS M. GALFORD, his wife, the within Mortgagors.

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

Petitioner's Exhibit "A"

Filed JAN 17 1956

16—49890-7

LIBER 96 PAGE 547

LIBER 863 PAGE 10

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, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of $84.00, payable half-yearly on the 9th days of March - - - , and September - , in each and every year.

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

16—42990-8

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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 WILLIAM C. ROGERS 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 ONE HUNDRED 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:

Gertrude Lyons McNeil
GERTRUDE LYONS McNEIL

Lawrence C. Galford (SEAL)
LAWRENCE C. GALFORD

Doris M. Galford (SEAL)
DORIS M. GALFORD

~~[SEAL]~~

~~[SEAL]~~

STATE OF MARYLAND, CITY OF BALTIMORE to wit: LIBER 863 PAGE 13

I HEREBY CERTIFY, That on this 9th day of September, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore ~~aforesaid~~, personally appeared LAWRENCE C. GALFORD and DORIS M. GALFORD, his wife -- ---- -- ------- - the above named Mortgagors, and they acknowledged the foregoing mortgage to be their ---------- act.

At the same time also personally appeared HERBERT E. MUSE - - - - - - - - - - - - , ~~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.

GERTRUDE LYONS McNEIL NOTARY PUBLIC BALTIMORE COUNTY, MD.

Recorded: Sept. 14, 1954
at 1.30 P.M.

Gertrude Lyons McNeil
GERTRUDE LYONS McNEIL Notary Public.

FOR VALUE RECEIVED, We, ROWILL TITLE HOLDING CORPORATION, hereby assign the within Mortgage unto VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION.

WITNESS the corporate seal of ROWILL TITLE HOLDING CORPORATION and the signature of E. TAYLOR BODEN, - - - - - - - - -, Vice-President duly authorized and attested, this 9th, day of September, 1954.

ROWILL TITLE HOLDING CORPORATION

BY: E. Taylor Boden
E. TAYLOR BODEN Vice-President

WITNESS:
Gertrude Lyons McNeil
GERTRUDE LYONS McNEIL

Recorded: Sept. 14, ~~1954 at 1.30~~ P.M.

FILE NO. 6838
WRITTEN BY MDP
FORM APPROVED
READY FOR RECORD

STATE OF MARYLAND

(4)

Mortgage

FROM

LAWRENCE C. GALFORD and DORIS M. GALFORD, his wife.

TO

ROWILL TITLE HOLDING CORPORATION. and Short Assignment to VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION

Received for Record 14 Sept. 1954, at 1.30 o'clock P.M.
Same day recorded in Liber No. 863 Folio 9 &c., of the Land Records of A.A. Co.

and examined per

JOHN H. HOPKINS, 3rd, Clerk.

Cost of Record, $

Received for Record 14 Sept. 1954 at 1.30 P.M. and the same day recorded in Liber J. H. H., No. 863 Fol. 13 Land Records of Anne Arundel County Clerk

JOHN H. HOPKINS, 3rd

LIBER 96 PAGE 550

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
VS	*	FOR
LAWRENCE C. GALFORD and	*	ANNE ARUNDEL COUNTY
DORIS M. GALFORD, his wife	*	

* * * * * * No. 11,621 Equity

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Vermont Federal Savings and Loan Association under the mortgage from Lawrence C. Galford and Doris M. Galford, his wife, to Rowill Title Holding Corporation, dated September 9, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H No. 863, folio 9. (Short assigned to Vermont Federal Savings and Loan Association by Rowill Title Holding Corporation September 9, 1954 and recorded in Liber J.H.H. No. 863, folio 13.)

February 23, 1956

Lawrence C. Galford and Doris M., his wife
Lot #11, Plat of Belvedere Heights
Anne Arundel County, Maryland

Original Amount of Loan	$9,990.00
Interest charged from 9/17/54 to 2/23/56	650.69
Ground Rent	84.00
Taxes	123.54
Insurance	46.96
	$10,895.19
Payments from 9/17/54 to 2/23/56	-718.42
BALANCE	$10,176.77

VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION

BY William M. Dee
WILLIAM M. DEE, Secretary

STATE OF MARYLAND)
CITY OF BALTIMORE) To Wit:

I HEREBY CERTIFY that on this 27th day of February, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William M. Dee, Secretary of Vermont Federal Savings and Loan Association and William C. Rogers, Attorney Named in Mortgage and made oath in due form of law that the aforegoing is a true and just Statement of the amount of the Mortgage Claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

Herbert C. Moore
HERBERT C. MOORE, Notary Public

Filed MAR 3 1956

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WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
VS	*	FOR
LAWRENCE C. GALFORD and	*	ANNE ARUNDEL COUNTY
DORIS M. GALFORD, his wife	*	No. 11,621 Equity

* * * * * *

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

On this 29th day of February , 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared William C. Rogers, Plaintiff in the above entitled cause, who being duly sworn according to law, deposed and said:

That Lawrence C. Galford and Doris M. Galford, his wife, are the owners of the mortgaged property described in the mortgage filed in these proceedings; and upon diligent inquiry it has been found that the said Lawrence C. Galford and Doris M. Galford, his wife, are not now in the military service of the United States.

WILLIAM C. ROGERS, Affiant

Sworn to, acknowledged and subscribed to before me, the day and year first above written.

Notary Public

HERBERT C. MOORE

Filed MAR 3 1956

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Mortgagee and Attorney's Bond. LIBER 96 PAGE 552 US 1-369

No. 11,621 Equity

UNITED STATES CASUALTY COMPANY

60 JOHN STREET, NEW YORK

Know All Men by These Presents:

That we William C. Rogers
113 E. Baltimore Street, Baltimore 2, Maryland as Principal and UNITED STATES CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of TEN THOUSAND AND NO/100 - ($10,200.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this twenty-ninth day of February in the year nineteen hundred and fifty-six.

Whereas, the above bounden William C. Rogers by virtue of the power contained in a Mortgage from Lawrence C. Galford and Doris M. Galford, his wife -to Rowill Title Holding Company bearing date the 9th day of September nineteen hundred and fifty-four and recorded among the Land Records of Anne Arundel County, in Liber JHH No. 863, Folio 9, and said mortgage assigned to Vermont Federal Savings and Loan Association, a body corporate, on the 9th day of September, 1954, and recorded in the Land Records of Anne Arundel County, in Liber JHH No. 863, Folio 13, and William C. Rogers - is about to sell the land and premises described in said Mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

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

Signed, Sealed and Delivered
in the presence of
Witness as to Principal:
Herbert C. Moore
Attest: HERBERT C. MOORE
Witness as to Surety:
D. J. Kuhns
D. J. Kuhns

William C. Rogers (Seal)
William C. Rogers
(Seal)
(Seal)

UNITED STATES CASUALTY COMPANY,
By [signature]
J. F. Eierman, Vice President
Attest: G. Lee Burgess
G. Lee Burgess, Asst. Sec'ty.

Bond approved this 3 Mar 1956.
George T. Cromwell, Clerk

Filed MAR 3 1956

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GEORLE W SCIBLE - - - - - - - - - - - - - - - - Auctioneer

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

ATTORNEY'S SALE

OF VALUABLE

Leasehold Property

SITUATE AT BELVEDERE HEIGHTS, THIRD ELECTION DISTRICT, ANNE ARUNDEL COUNTY

Under and by virtue of a power of sale contained in a Mortgage from Lawrence C. Galford and Doris M. Galford, his wife, to Rowill Title Holding Corporation, dated September 9th, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 863, folio 9, which Mortgage was assigned by Short Assignment dated September 9th, 1954 to Vermont Federal Savings and Loan Association, default having occurred thereunder, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, Maryland, on

SATURDAY, MARCH 3rd, 1956

AT 2 P. M.

All that lot of ground and improvements thereon, in the 3rd Election District of Anne Arundel County, being known and designated as Lot No. 11, as shown on the Plat of Belvedere Heights, Section 2, which Plat was recorded among the Land Records of Anne Arundel County on April 1, 1954 in Plat Cabinet No. 4, Rod G-8, Plat No. 7. Said lot being situate on the east side of Harmony Avenue and the improvements thereon being known as No. 5 Harmony Avenue. Being the same property which by Deed of Assignment dated September 9, 1954 and recorded in Liber J.H.H. No. 863, folio 7, was granted and conveyed by Hilda E. Miller, unmarried to said Mortgagors.

Subject to an annual ground rent of $84.00, payable half-yearly on the 9th days of March and September.

IMPROVEMENTS: This property is improved by a one and one-half story frame bungalow, cotaining two bedrooms.

TERMS OF SALE: Cash. A deposit of $500 will be required of the purchaser at the time of sale; balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County; 6% interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to day of sale.

WILLIAM C. ROGERS,
Attorney Named in Mortgage
Rogers Building
113 E. Baltimore Street,
Baltimore, Maryland

Filed MAR 7 1956

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LIBER 96 PAGE 554

I hereby certify that I have this 3rd day of March, 1956, sold the within described property to Vermont Federal Savings and Loan Association - - - - - at and for the sum of Nine Thousand, Two Hundred and Forty - - - - -Dollars ($9,240.00), it being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

George W. Scible, Auctioneer

/ hereby certify that Vermont Federal Savings and Loan Association has this day, March 3rd, 1956, purchased the within described property from William C. Rogers, Attorney named in the Mortgage, at and for the sum of Nine Thousand, Two Hundred and Forty - - - - - - - - - Dollars ($9,240.00), and it hereby agree to comply with the terms of sale as set forth on the reverse side hereof.

Vermont Federal Savings & Loan Assoc.
by William C. Rogers, Attorney
William C. Rogers, Attorney Purchaser

Filed MAR 7 1956

LIBER 96 PAGE 555

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
VS	*	FOR
LAWRENCE C. GALFORD and	*	ANNE ARUNDEL COUNTY
DORIS M. GALFORD, his wife	*	

* * * * * * * No. 11,621 Equity

REPORT OF SALE

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

The Report of Sale of William C. Rogers, Attorney named in Mortgage to make sale of property known as Lot #11 Plat of Belvedere Heights, Anne Arundel County, Maryland, in the proceedings in said cause mentioned, respectfully shows that after giving bond with security for the faithful discharge of his trust, as prescribed by law, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Maryland Gazette, a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of said sale, said Attorney named in Mortgage, William C. Rogers, did pursuant to said notice on Saturday, March 3, 1956 at 2:00 P.M., attend at the Court House Door, and then and there sold at public auction for the highest amount bid the leasehold property mentioned and described in the attached advertisement of sale, which is prayed to be taken as part of this Report, unto Vermont Federal Savings and Loan Association at and for the price of $9,240.00.

WILLIAM C. ROGERS, Attorney named in Mortgage

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

I HEREBY CERTIFY That on this 6th day of March, 1956 before me, a subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William C. Rogers, Attorney named in Mortgage, and made oath that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

HERBERT C. MOORE, Notary Public

Filed MAR 7 1956

//

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

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY SITUATE AT BELVEDERE HEIGHTS, THIRD ELECTION DISTRICT, ANNE ARUNDEL COUNTY

Under and by virtue of a power of sale contained in a mortgage from Lawrance C. Galford and Doris M. Galford, his wife, to Rowill Title Holding Corporation, dated September 9th, 1954 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 863, folio 9, which Mortgage was assigned by Short Assignment dated September 9th, 1954 to Vermont Federal Savings and Loan Association, default having occurred thereunder, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, Maryland, on

Saturday, March 3, 1956 at 2 P. M.

All that lot or ground and improvements thereon, in the 3rd Election District of Anne Arundel County, being known and designated as Lot No. 11, as shown on the Plat of Belvedere Heights, Section 2, which Plat was recorded among the Land Records of Anne Arundel County on April 1, 1954 in Plat Cabinet No. 4, Rod G-8, Plat No. 7. Said lot being situate on the east side of Harmony Avenue and the improvements thereon being known as No. 5 Harmony Avenue. Being the same property which by Deed of Assignment dated September 9, 1954 and recorded in Liber J. H. H. No. 863, folio 7, was granted and conveyed by Hilda E. Miller, unmarried to said Mortgagors.

Subject to the legal operation and effect of restrictions and agreements of record.

Subject to an annual ground rent of $84.00, payable half-yearly on the 9th days of March and September.

IMPROVEMENTS: This property is improved by a one and one-half story frame bungalow, containing 2 bedrooms.

Terms of Sale: Cash. A deposit of $500 will be required of the purchaser at the time of sale; balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County; 6% interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to day of sale.

WILLIAM C. ROGERS
Attorney named in Mortgage
Rogers Building
113 E. Baltimore Street
Baltimore, Maryland

GEORGE SCIBLE, Auctioneer. m-1

LIBER 96 PAGE 557

ORDER NISI

William C. Rogers, Attorney
Named in Mortgage

versus

Lawrence C. Galford and
Doris M. Galford, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,621 Equity

Ordered, this 7th day of March, 19 56, That the sale of the property in these proceedings mentioned, made and reported by William C. Rogers, Attorney named in Mortgage, ~~Trustees~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of April next.

The report states that the amount of sale ~~to be~~ was $ 9,240.00.

George T. Cromwell Clerk.

True Copy,

Filed MAR 7 1956

TEST: Clerk.

(Final Order)

William C. Rogers, Attorney
Named in Mortgage

versus

Lawrence C. Galford and
Doris M. Galford, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 18th day of April, 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 Henderson
Judge.

FILED
1956 APR 18 PM 3:36

12

LIBER 96 PAGE 558

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. 11,621 Equity
WILLIAM C. ROGERS, Attorney Named in Mortgage.
Vs.
LAWRENCE C. GALFORD and DORIS N. GALFORD, his wife.

Ordered, this 7th day of March, 1956. That the sale of the property in these proceedings mentioned, made and reported by William C Rogers, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16th day of April next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of April next.

The report states that the amount of sale was $9,240.00.

GEORGE T. CROMWELL, Clerk.

True Copy TEST:
GEORGE T. CROMWELL, Clerk.

a-5

FILED
1956 APR 18 AM 9:25

FILED
No. M.G. 4398
1956 APR 18 AM 9:25

13

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 11, 1956

We hereby certify, that the annexed Order Nisi - Sale Eq. 11,621 Lawrence C. Galford was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 16th day of April, 1956. The first insertion being made the 15th day of March, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

LIBER 96 PAGE 559

In the Case of

William C. Rogers,
Attorney named in Mortgage
vs.
Lawrence C. Galford
and
Doris M. Galford, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,621 Equity

To the Honorable, the Judges of said Court:

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

May 29, 1956

All of which is respectfully submitted.

Laura R. Fickling
Auditor.

FILED
1956 JUN -6 PM 1:47

14

Dr. William C. Rogers, Attorney named in Mortgage, vs. Lawrence C. Galford and Doris M. Galford, his wife in ac.

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	309	38	409	38
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	47	56		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	8	94		
U. S. Casualty Co. - bond premium	40	80		
George W. Scible - auctioneer's fee	25	00		
One-half Federal documentary stamps	5	23		
One-half State documentary stamps	5	22		
Herbert C. Moore - notary fees	1	50	148	25
To Attorney for Taxes and Benefit Charges, viz:				
1956 State and County taxes - adj. 3/3/56	21	54		
1956 water and sewer benefit charges	26	25	47	79
To Attorney for Ground Rent, viz: Ground rent of $42.00 due 3/9/56 - 5 months 27 days	41	29	41	29
To Vermont Federal Savings & Loan Ass'n, mortgagee - this balance on account claim	8,614	61	8,614	61
			9,312	82
Amount of mortgage claim filed	10,176	77		
Cr. Amount allowed above	8,614	61		
Balance subject to decree in personam	1,562	16		

15

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

1956				
Mar.	3	Proceeds of Sale	9,240 00	
		Interest on deferred payment of $8,740.00 - 1 month 20 days	72 82	9,312 82
				9,312 82

ORDER NISI

LIBER 96 PAGE 562

William C. Rogers,

Attorney named in Mortgage

VERSUS

Lawrence C. Galford

and

Doris M. Galford, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,621 Equity.

ORDERED, This 6th day of ~~May~~ June, 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 16th day of ~~July~~ 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 16th day of ~~July~~ July next.

Filed 6 June 1956 - 1.47 PM

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 18th 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 18 PM 3:58

17

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. 11,621 Equity

WILLIAM C. ROGERS, Attorney Named In Mortgage

Vs.

LAWRENCE C. GALFORD And DORIS M. GALFORD, His Wife.

Ordered, this 6th day of June, 356, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 16th day of 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 16th day of July next.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

jn-28

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 17, 1956

We hereby certify, that the annexed

Order Nisi Eq. 11,621

Auditor Account

Lawrence C. Galford

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 16th day of July, 1956. The first insertion being made the 14th day of June, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M.G. 42.9 1956 JUL 18 AM 9:24

LIBER 96 PAGE 563

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
VS	*	FOR
CHARLES WHITE and	*	ANNE ARUNDEL COUNTY
DORIS A. WHITE, his wife	*	No. 11,624 Equity

* * * * * *

MR. CLERK:

Please docket Suit in the above entitled case and file Petitioner's Exhibit "A".

WILLIAM C. ROGERS, Attorney
Named in Mortgage

Winson G. Gott, Jr. Lee Bldg. Annapolis
Attorney for Plaintiff

Filed JAN 21 1956

11610

LIBER 96 PAGE 564

LIBER 762 PAGE 14

VA Form 4-6318 (Home Loan). April 1951. Use optional. Serviceman's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to RFC Mortgage Co.

MARYLAND

No. 11,624 Equity

PETITIONER'S EXHIBIT "A"

MORTGAGE

THIS MORTGAGE, made this 10th day of June, A. D. 19 53, by and between CHARLES WHITE and DORIS A. WHITE, his wife - - - - - - - - -

of Anne Arundel County - - - - - - - - - - - - - -, in the State of Maryland, hereinafter called the Mortgagor, and FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION- -, a body corporate, duly incorporated - - - - - - - - - - - - - - - - -
xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee*,* is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of NINETY-FOUR HUNDRED -- - - - - - - - - - - - - - - Dollars ($ 9400.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one-half per centum (4½ %) per annum until paid, principal and interest being payable at the office of FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION- - -, in Baltimore City, State of - - - - Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of FIFTY-NINE DOLLARS AND FORTY-SEVEN CENTS - - - - - Dollars ($ 59.47), commencing on the first day of July - - - - , 19 53 , and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of June - - - - - - - , 19 73. 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 Ann Arundel County, - - - - - - - - - - - - - - - - - , in the State of Maryland, to wit:

BEING Lots Nos. 9, 10, 11, and 12, in Section "E" of the Subdivision of Marley Heights as that part of land surveyed March 4, 1933 by W. Lloyd Wallace and recorded among the Land Records of Anne Arundel County June 23, 1934 in Liber F.S.R. No. 4 folio 13 now Plat Cabinet 1 Rod A-4 Plat 13. The improvements now erected thereon being known as No. 21 First Avenue.

Being the same lot of ground which by Deed dated even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by JOSEPH ANDREW RZEPKOWSKI and JOSEPHINE R. RZEPKOWSKI, his mother to CHARLES WHITE and DORIS A. WHITE, his wife, the within Mortgagors.

THE Mortgagors covenant and agree that so long as this mortgage and the said note secured hereby are insured under the provisions of the National Housing Act, they will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color or creed. Upon any violation of this undertaking the Mortgagee may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

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

16—49890-4

Filed JAN 21 1956

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:

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, forever in fee simple.

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

16—49890-8

3

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. The Mortgagor agrees to pay a "late charge" not to exceed an amount equal to four per centum (4%) of any installment which is not paid within fifteen (15) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

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

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

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

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at four per centum (4%) per annum and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

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

7. He will continuously maintain 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 WILLIAM C. ROGERS, 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 ONE HUNDRED 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:

Gertrude Lyons McNeil
GERTRUDE LYONS McNEIL

Charles White [SEAL]
CHARLES WHITE

Doris A. White [SEAL]
DORIS A. WHITE

[SEAL]

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 10th day of June, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore ~~aforesaid~~, personally appeared CHARLES WHITE and DORIS A. WHITE, his wife - - - - - - - - - - - - - - the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act. ~~xxxx~~

At the same time also personally appeared STANLEY L. HOLMES, - - - - - - - - - - - - ~~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.

GERTRUDE LYONS McNEIL NOTARY PUBLIC BALTIMORE COUNTY, MD.

Gertrude Lyons McNeil
Notary Public.

My commission expires May 2nd, 1955. GERTRUDE LYONS McNEIL
Recorded: June 12, 1953 at 1.15 P.M.

LIBER 762 PAGE 18

FILE NO. 23178
WRITTEN BY Mdp
FORM APPROVED KAO
READY FOR RECORD W.C.R. Jr.

STATE OF MARYLAND

- 2 -

Mortgage

FROM

CHARLES WHITE and

DORIS A. WHITE, his wife

TO

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

Received for Record 12 June 1953, at 1.15 o'clock P.M.
Same day recorded in Liber 1953 No. 762 Folio 14 &c., one of the Land Records of A.A. Co.
and examined per John H. Hopkins Jr. Clerk.
Cost of Record, $ 12.50 Pd.

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

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

9-

LIBER 96 PAGE 568

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
VS	*	FOR
CHARLES WHITE and	*	ANNE ARUNDEL COUNTY
DORIS A. WHITE, his wife	*	

* * * * *

No. 11,624 Equity

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Fraternity Federal Savings and Loan Association under the mortgage from Charles White and Doris A. White, Wife, to Fraternity Federal Savings and Loan Association, dated June 10, 1953, and recorded among the Land Records of Anne Arundel County in Liber No. J.H.H. 762, folio 14.

February 21, 1956

Charles White and Doris A. White, Wife
21 First Avenue, Marley Park
Anne Arundel County, Maryland

Original Amount of Loan	$9,400.00
Interest to Feb. 1, 1956	1,053.09
Sanitary Charges	60.00
Taxes 1954 and 1955	180.86
	$10,693.95
Less Payment	-1,766.77
Balance due on Loan	$ 8,927.18

FRATERNITY FEDERAL SAVING AND LOAN ASSOCIATION

By Ralph M. Milbourne
Ralph M. Milbourne, Vice Pres.

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

I HEREBY CERTIFY that on this 27th day of February, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Ralph M. Milbourne, Vice President of Fraternity Federal Savings and Loan Association, and William C. Rogers, Attorney named in Mortgage and made oath in due form of law that the aforegoing is a true and just Statement of the amount of the Mortgage Claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

Herbert C. Moore
HERBERT C. MOORE, Notary Public

Filed MAR 3 1956

6

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
VS	*	FOR
CHARLES WHITE and	*	ANNE ARUNDEL COUNTY
DORIS A. WHITE, his wife	*	No 11,624 Equity

* * * *

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

On this 29th day of February , 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared William C. Rogers, Plaintiff in the above entitled cause, who being duly sworn according to law, deposed and said:

That Charles White and Doris A. white, his wife, are the owners of the mortgaged property described in the mortgage filed in these proceedings; and upon diligent inquiry it has been found that the said Charles White and Doris A. White, his wife, are not now in the military service of the United States.

WILLIAM C. ROGERS, Affiant

Sworn to, acknowledged and subscribed to before me, the day and year first above written.

HERBERT C. MOORE Notary Public

Filed MAR 3 1956

7

Mortgagee and Attorney's Bond.

LIBER 96 PAGE 570

US 1-369

No. 11,624 Equity

UNITED STATES CASUALTY COMPANY

60 JOHN STREET, NEW YORK

Know All Men by These Presents:

That we William C. Rogers

113 E. Baltimore Street, Baltimore 2, Maryland as Principal and UNITED STATES CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of NINE THOUSAND AND NO/100 - - - - - - - - - - - - - - - - - - - ($9,000.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this twenty-ninth day of February in the year nineteen hundred and fifty-six.

Whereas, the above bounden William C. Rogers

by virtue of the power contained in a Mortgage from Charles White and Doris A. White, his wife, to Fraternity Federal Savings and Loan Association, a body corporate bearing date the tenth day of June nineteen hundred and fifty-three, and recorded among the Land Records of Anne Arundel County, in Liber JHH No. 762, Folio 14, and

William C. Rogers

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

Now the Conditions of this Obligation are Such, That if the above bounden

William C. Rogers

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

Signed, Sealed and Delivered in the presence of

Witness as to Principal:

Herbert C. Moore

Attest: HERBERT C. MOORE

Witness as to Surety:

D. J. Kuhns

D. J. Kuhns

Bond approved this 3 Mar. 1956.
George T. Cromwell, Clerk.

MAR 3 1956

Filed

William C. Rogers (Seal)

(Seal)

(Seal)

UNITED STATES CASUALTY COMPANY

By J. F. Eierman, Vice-President.

Attest:

G. Lee Burgess, Asst. Secty.

LIBER 96 PAGE 571

GEORLE W SCIBLE - **Auctioneer**

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

ATTORNEY'S SALE

OF VALUABLE IMPROVED

FEE SIMPLE PROPERTY

IN THIRD ELECTION DISTRICT

Under and by virtue of a power of sale contained in a Mortgage from Charles White and Doris A. White, his wife, to Fraternity Federal Savings and Loan Association, dated June 10, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 762, folio 14, default having occurred thereunder, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, Maryland, on

SATURDAY, MARCH 3rd, 1956

AT 2:30 P. M.

All those lots of ground at Marley Heights in the 3rd Election District, with improvements thereon, described as follows: Being Lots Nos. 9, 10, 11 and 12, in Section "E" of the Subdivision of Marley Heights as that part of land surveyed March 4, 1933 by W. Lloyd Wallace and recorded among the Land Records of Anne Arundel County in Plat Book Liber F.S.R. No. 4, folio 13, now Plat Cabinet 1, Rod A-4, Plat 13. (See Plat Book No. 9, folio 41). The improvements now erected thereon being known as No. 21 First Avenue. Being the same lots which by deed dated June 10, 1953, and recorded in Liber J.H.H. No. 762, folio 12, were conveyed by Joseph Andrew Rzepkowski and Josephine R. Rzepkowski, his mother, to said Mortgagors.

IMPROVEMENTS: This property is improved by a one and one-half story dwelling with stone finish.

TERMS OF SALE: Cash. A deposit of $500 will be required of the purchaser at the time of sale; balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County; 6% iterest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to day of sale.

WILLIAM C. ROGERS,
Attorney Named in Mortgage
Rogers Building
113 E. Baltimore Street,
Baltimore, Maryland

MAR 7 1956
Filed

I hereby certify that I have this 3rd day of March, 1956, sold the within described property to Fraternity Federal Savings and Loan Association - - - - - at and for the sum of Nine Thousand Three Hundred and Ninety - - - Dollars ($9,390.00), it being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

George W. Scible, Auctioneer

I hereby certify that Fraternity Federal Savings and Loan Association has this day, March 3rd, 1956, purchased the within described property from William C. Rogers, Attorney named in the Mortgage, at and for the sum of Nine Thousand, Three Hundred and Ninety - - - - - - - - Dollars ($9,390.00), and it hereby agrees to comply with the terms of sale as set forth on the reverse side hereof.

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

By William C. Rogers, Jr. Attorney

William C. Rogers, Attorney

Filed MAR 7 1956

LIBER 96 PAGE 573

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
VS	*	FOR
CHARLES WHITE and	*	ANNE ARUNDEL COUNTY
DORIS A. WHITE, his wife	*	

* * * * *

No. 11,624 Equity

REPORT OF SALE

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

The Report of Sale of William C. Rogers, Attorney named in Mortgage to make sale of property known as 21 First Avenue, Anne Arundel County, Maryland, in the proceedings in said cause mentioned, respectfully shows that after giving bond with security for the faithful discharge of his trust, as prescribed by law, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Maryland Gazette, a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of said sale, said Attorney named in Mortgage, William C. Rogers, did pursuant to said notice on Saturday, March 3, 1956, at 2:30 P. M., attend at the Court House Door, and then and there sold at public auction for the highest amount bid the fee simple property mentioned and described in the attached advertisement of sale, which is prayed to be taken as part of this Report, unto Fraternity Federal Savings and Loan Association at and for the price of $9,390.00.

William C. Rogers, Attorney named in Mortgage

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

I HEREBY CERTIFY That on this 6th day of March, 1956 before me, a subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William C. Rogers, Attorney named in Mortgage, and made oath that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal

HERBERT C. MOORE, Notary Public

Filed MAR 7 1956

//

Legal Notices

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

Attorney's Sale

OF VALUABLE IMPROVED FEE SIMPLE PROPERTY IN THIRD ELECTION DISTRICT

Under and by virtue of a power of sale contained in a Mortgage from Charles White and Doris A. White, his wife, to Fraternity Federal Savings and Loan Association, dated June 10, 1953 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 762, folio 14, default having occurred thereunder, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, Maryland on

Saturday, March 3, 1956 At 2:30 P. M.

All those lots of ground at Marley Heights in the 3rd Election District, with improvements thereon, described as follows: Being Lots Nos. 9, 10, 11 and 12, in Section "E" of the Subdivision of Marley Heights as that part of land surveyed March 4, 1933 by W. Lloyd Wallace and recorded among the Land Records of Anne Arundel County in Plat Book Liber F. S. R. No. 4, folio 13, now Plat Cabinet 1, Rod A-4, Plat 13. (See Plat Book No. 9, folio 41) The improvements now erected thereon being known as No. 21 First Avenue. Being the same lots which by deed dated June 10, 1953 and recorded in Liber J. H. H. No. 762, folio 12, were conveyed by Joseph Andrew Rzepkowski and Josephine R. Rzepkowski, his mother, to said Mortgagors.

Subject to the legal operation and effect of restrictions and agreements of record.

IMPROVEMENTS: This property is improved by a one and one-half story dwelling with stone finish.

Terms of Sale: Cash. A deposit of $500 will be required of the purchaser at the time of sale; balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County; 6% interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to day of sale.

WILLIAM C. ROGERS
Attorney named in Mortgage
Rogers Building
113 E. Baltimore Street
Baltimore, Maryland m-1

GEORGE SCIBLE, Auctioneer. m-1

LIBER 96 PAGE 575

ORDER NISI

William C. Rogers, Attorney
Named in Mortgage

versus

Charles White and
Doris A. White, his wife,

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,624 Equity

Ordered, this 7th day of March, 19 56, That the sale of the property in these proceedings mentioned, made and reported by William C. Rogers, Attorney named in Mortgage,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of April next.

The report states that the amount of sale was $ 9,390.00.

Clerk.

True Copy.

Filed MAR 7 1956

TEST: George T. Cromwell Clerk.

(Final Order)

William C. Rogers, Attorney
Named in Mortgage

versus

Charles White and
Doris A. White, his wife,

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 18th day of April, 1956, that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

FILED
1956 APR 18 PM 3:36

Additional
Mortgagee and Attorney's Bond.

LIBER 96 PAGE 576

US 1-369

No. 11,624 Equity

UNITED STATES
CASUALTY COMPANY

60 JOHN STREET, NEW YORK

Know All Men by These Presents:

That we...William C. Rogers...
...113 East Baltimore Street, Baltimore 2, Maryland---- as Principal and UNITED STATES CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of----------
----FOUR HUNDRED ($400.00)---------- Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us; our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this...3rd...
day of...March...in the year nineteen hundred and...fifty-six.

Whereas, the above bounden...William C. Rogers...
...
by virtue of the power contained in a Mortgage from...Charles White and Doris A. White, his wife, to Fraternity Federal Savings and Loan Association, a body corporate-

bearing date the...10th...day of...June...nineteen hundred and...fifty-three...
and recorded among the...Land...Records of...Anne Arundel...County, in Liber...JHH...
No...762..., Folio...14..., and...
...
...William C. Rogers...
...
is about to sell the land and premises described in said Mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

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

Signed, Sealed and Delivered
in the presence of
HERBERT C. MOORE
Herbert C. Moore
Witness as to Surety:
M.H. Wolf
M.H. Wolf

William C. Rogers ...(Seal)
...(Seal)
...(Seal)

UNITED STATES CASUALTY COMPANY
By J.D. Mahon, Vice President
Attest: G. Lee Burgess
G. Lee Burgess, Assistant Secretary

Addl Bond approved this 17 Mar 1956.
George J. Cromwell
Clerk.

MAR 17 1956
Filed

13

LIBER 96 PAGE 577 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. 11,624 Equity
WILLIAM C. ROGERS, Attorney
Named in Mortgage
Vs.
CHARLES WHITE and DORIS A. WHITE, his wife.

Ordered, this 7th day of March, 1956, That the sale of the property in these proceedings mentioned, made and reported by William S. Rogers, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16th day of April next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of April next.

The report states that the amount of sale was $9,300.00.

GEORGE T. CROMWELL, Clerk

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

FILED
No. M.G. 4397
1956 APR 18 AM 9:25

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 11, 1956

We hereby certify, that the annexed

Order Nisi Sale
Eq. 11,624
Charles White.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 16th day of April, 1956. The first insertion being made the 15th day of March, 1956

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

In the Case of LIBER 96 PAGE 578

William C. Rogers,
Attorney named in Mortgage

VS.

Charles White
and
Doris A. White, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,624 Equity

To the Honorable, the Judges of said Court:

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

May 29, 1956

All of which is respectfully submitted.

Laura K. Jacklin
Auditor.

FILED
1956 JUN -6 PM 1:36

15

Dr. in ac.

William C. Rogers, Attorney named in Mortgage, vs. Charles White
and Doris A. White, his wife

To Attorney for fee, viz:	100	00		
To Attorney for Commissions, viz:	313	92	413	92
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	29	50		
Auditor - stating this account	13	50	53	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	41	24		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	8	94		
U. S. Casualty Bo. - bond premiums	37	60		
George W. Scible - auctioneer's fee	25	00		
One-half Federal documentary stamps	5	23		
One-half State documentary stamps	5	22		
Herbert C. Moore - notary fees	1	50	138	73
To Attorney for Taxes and Benefit Charges, viz:				
1956 State and County taxes adj. 3/3/56	16	49		
Anne Arundel County Sanitary Commission-metered water to 3/3/56	5	40	21	89
To Fraternity Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	8,836	55	8,836	55
			9,464	09
Amount of mortgage claim filed	8,927	18		
Cr. Amount allowed above	8,836	55		
Balance subject to decree in personam	90	63		

11

with

William C. Rogers, Attorney named in Mortgage

Cr.

1956							
Mar.	3	Proceeds of Sale	9,390	00			
		Interest on deferred payment of $8,890.00 - 1 month 20 days	74	09			
					9,464	09	
					9,464	09	
					9,464	09	

ORDER NISI LIBER 96 PAGE 581

William C. Rogers,
Attorney named in Mortgage

VERSUS

Charles White
and
Doris A. White, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 11,624 Equity.

ORDERED, This 6th day of ~~May~~ June, 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 16th day of ~~June~~ 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 16th day of ~~June~~ July next.

Filed 6 June 1956 - 1:36 PM George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 18th 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 18 PM 3:58

LIBER 96 PAGE 582

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,624 Equity
WILLIAM C. ROGERS, Attorney Named In Mortgage
Vs.
CHARLES WHITE And DORIS A. WHITE, His Wife.

Ordered, this 6th day of June, 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 16th 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 16th day of July next.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:
GEORGE T. CROMWELL, Clerk.
ju-28

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 17, 1956

We hereby certify, that the annexed Order Nisi Eq. 11,624 Auditor's Account Charles White

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 16th day of July, 1956. The first insertion being made the 14th day of June, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By W. J. Gibson

FILED

No. M.G. 4 1956 JUL 18 AM 9:24

19