- BLANCHE L. CRAPP, widow,
  4331 Roland Boulevard, St. Louis, Missouri;
- THOMAS L. LINTHICUM and
- ARTIE LINTHICUM, his wife,
  321 N. Milton Drive, San Gabriel, California;
- WALTER J. LINTHICUM and
- HEDDY LINTHICUM, his wife,
  American Embassy, Paris, France;
- SETH H. LINTHICUM and
- MARY P. LINTHICUM, his wife,
  Linthicum Heights, Anne Arundel County, Maryland;
- SARAH LOUISE LINTHICUM, single,
  Linthicum Heights, Anne Arundel County, Maryland;
- ELEANOR LINTHICUM WOODRUFF, divorced,
  2540 Massachusetts Ave., N.W., Washington, D. C.;
- SWEETSER LINTHICUM, single,
  Linthicum Heights, Anne Arundel County, Maryland;
- MARY DELMAH LINTHICUM, single,
  Linthicum Heights, Anne Arundel County, Maryland;
- MATILDA LINTHICUM VICKREY,
  Box 116, McNair Hall, Fort Sill, Oklahoma;
- MARY DELMAH LINTHICUM, widow,
  Linthicum Heights, Anne Arundel County, Maryland;
- JOSEPH B. LINTHICUM and
- AGNES V. LINTHICUM, his wife,
  4405 Underwood Road, Baltimore, Maryland;
- IRENE AMANDA SHIPLEY, single,
  Linthicum Heights, Anne Arundel County, Maryland;
- RICHARD LUTHER SHIPLEY, JR.,
  539 W. Forest View Road, Linthicum Heights, Maryland;
- GROVER CLEVELAND SHIPLEY,
  Linthicum Heights, Anne Arundel County, Maryland;
- LAURA LINTHICUM SHIPLEY ROBERTS,
  Linthicum Heights, Anne Arundel County, Maryland;
- ANGELA KEENAN BENSON, widow,
  72 Russell Street, Buffalo, New York;
- ADRIENNE T. CUNNINGHAM,
  72 Russell Street, Buffalo, New York;
- ELIZABETH L. BENSON WALLACE,
  1615 E. 16th, Cheyenne, Wyoming;
- EDITH M. BENSON HAMBERGER,
  Platteville, Colorado;
- IRENE BENSON WEBSTER,
  P. O. Box 108, Sutherlin, Oregon;

VS.

- 1 ✓ LAURA E. LINTHICUM HERZOG, widow,
  2712 N. Charles Street, Baltimore, Maryland;
- 2 ✓ EDITH BENSON COOK,
  2431 Maryland Avenue, Baltimore, Maryland;
- 3 ✓ ROBERT L. BENSON,
  Chestnut Ave., Towson 4, Maryland;
- 4 ✓ LUCILLE BENSON RICHARDSON,
  Chestnut Ave., Towson 4, Maryland;
- 5 ✓ EDITH GARRETT BENSON,
  2431 Maryland Avenue, Baltimore, Maryland;
- 6 ✓ HELEN GAMBRILL GOLDSBOROUGH,
  310 Alabama Road, Towson, Maryland;
- 7 ✓ WILLIAM EDWARDS GAMBRILL,
  2306 Orleans Street, Baltimore, Maryland;
- 8 ✓ THE FIDELITY TRUST COMPANY, Substituted Trustee
  under the Will of G. Milton Linthicum,
  Charles & Lexington Sts., Baltimore 3, Maryland;

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL

COUNTY

IN EQUITY.

#9969

Filed June 6, 1950

-9 ✓ HOWLAND LINTHICUM,
211 King George St., Annapolis, Maryland;

-10 ✓ LILLIAN STROBEL DINNING,
Malvern Ave. & Ruxton Rd., Towson 4, Maryland;

- ~~ELIZABETH VALERIE LINTHICUM~~, ELIZABETH VIRGINIA LINTHICUM
1325 Quincy St., N.E., Washington, D. C.;

- MARGARET LINTHICUM MANSFIELD,
711 Monroe St., N.E., Washington, D. C.;

-11 ✓ ANNE E. LINTHICUM CORBETT,
119 W. 29th St., Baltimore, Maryland;

-12 ✓ CHARLES EDWARD HARTMAN,
4503 Underwood Rd., Baltimore, Maryland;

-13 ✓ H. VIRGINIA WHITEHURST LINTHICUM,
515 E. 39th St., Baltimore, Maryland;

-14 ✓ WILLIAM PERRY LINTHICUM,
308 Griffins Lane, Glen Burnie, Maryland;

-15 ✓ HELEN ANNE LINTHICUM,
Memorial Hospital, Cumberland, Maryland;

- VIRGINIA ADELE LINTHICUM,
1325 S. 23rd St., Arlington, Virginia;

-16 ✓ SETH S. LINTHICUM,
311 E. 25th St., Baltimore, Maryland;

-17 ✓ STANLEY E. HARTMAN,
4503 Underwood Rd., Baltimore, Maryland;

-18 ✓ VIRGINIA LINTHICUM, infant,
4405 Underwood Rd., Baltimore, Maryland;

H. GARY LINTHICUM, 4307 Wickford Road Baltimore, Md

~~Any and all unknown children, descendents, heirs-at-law, legatees, distributees, devisees, next of kin, widows, and widowers and personal representatives, whether resident of the State of Maryland or not, of any of the defendants who may be deceased.~~

~~Any and all unknown persons whether resident of the State of Maryland or not, or bodies corporate who may be interested in, or may claim any interest in the property sought to be sold and particularly mentioned and described in this Bill of Complaint.~~

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TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Oretors Complaining sey:-

1. Thet Sweetser Linthioum, lete of Anne Arundel County, deceased, departed this life on or ebout Merch 29, 1905, seized in fee simple of the residue of the following peroels of land situate pertly in Anne Arundel County, end pertly in Beltimore County, end partly in Beltimore City, Marylend.

e. A treot of land known as "Linthioum's Comet" patented to the seid Sweetser Linthicum by the Stete of Marylend by Petent deted August 5, 1861, end recorded among the records of the Land Offioe of Maryland, in Liber W.L.W.S. No. 2, folio 8. A certified copy of said patent marked "Complainants' Exhibit A" is filed herewith and prayed to be teken as e part hereof. The lend inoluded in said patent is desoribed as follows:

BEGINNING for the seme at a stone heretofore plented for the beginning of a treot of land oalled "Moeles Quarter" and a treot of lend oalled "Leicestershire" and running thence bounding on the last mentioned treot with one degree allowance for variation, South twenty-eight degrees end forty-five minutes East thirteen perches, South eighty degrees East sixty-two perches, South twenty-six degrees, East ten perches, South thirty-four degrees East eight perches, South forty-nine degrees and thirty minutes East eight perches, North seventy-nine degrees and forty-five minutes East eleven perches, South twenty-eight degrees and forty-five minutes East twenty-one perches, South fourteen degrees East ten perches, South three degrees West fourteen perches, South twenty-eight degrees West six perches, South forty-four degrees end thirty minutes West ten perches, South thirty degrees end thirty minutes West twenty-six perches, South eighty degrees West twenty-eight perches, North eighty-eight degrees West thirty-four perches, South seventy-eight degrees West thirteen perches, North twenty-two degrees West one perch, South seventy-six degrees West twenty perches, North seventy-three degrees West fourteen perches, North eighty-nine degrees West seven perches, North twenty-seven degrees West fifteen perches, North thirty-six perches, to interseot the end of the South forty-eight degrees East one hundred end forty perches line of a treot of land oelled "Brother's Inheritenoe", then running end bounding on seid lend reversely with one-helf degree ellowanoe for veriation, North forty-eight degrees end thirty minutes West one hundred end forty perches, North seventy-nine degrees end thirty minutes West seventy-eight perches South fifty-four degrees end thirty minutes West twenty-six perches, South eighty-five degrees end thirty minutes West sixteen perches, North seventy-eight degrees end thirty minutes West seventy-three perches, North eighty-nine degrees West sixty-seven perches, South eighty-one degrees end thirty minutes West nine perches, to interseot the eighth line of e treot of lend celled "Newport", then bounding on seid lend reversely the seven following oourses, South thirteen perches, West thirty-four perches, North thirteen degrees East twenty-three perches, West twenty-two perches, South six degrees West thirty-two perches, West seven perches, North one perch, then leeving the outlines of seid lend and running South eighty-four degrees West sixteen perches, South seventy-five degrees end thirty minutes

West nine and one-querter perohes, South sixty-seven degrees West thirty-six perches, South eighty-one degrees and thirty minutes West nine and one-helf perohes, North forty-five degrees West eight perohes, to interseot the third line of a traot of land oalled "Taylor's Lot" et the distenoe of sixty-eight perohes on said line, then bounding on seid lend reversely with three-quarters of e degree allowanoe for variation, South forty-five degrees end forty-five minutes West sixty-eight perohes, South fifty-one degrees and forty-five minutes West forty-eight perches, South forty-five degrees and forty-five minutes West eighty-five perohes, to a stone heretofore plented for the beginning of seid land, then running end bounding on e treot of land oelled "Nineva" with one and e half degrees ellowanoe for variation, North fifty-one degrees and thirty minutes East one hundred and fifty-eight perohes, North fifty-seven degrees end forty-five minutes East thirteen and two-tenth perohes, North sixty-seven degrees East seven end seven-tenths perohes, South eighty-nine degrees and thirty minutes East two end nine-tenths perohes, South sixty-three degrees end thirty minutes West seven perohes, to the oentre of the Channel of the Patapsoo River, then running end bounding on the oentre of seid Chennel, North fifty-four degrees and thirty minutes East forty-eight perohes, North seventy-seven degrees East one hundred perohes, North eighty-one degrees end thirty minutes East seventy-two perohes, South seventy-five degrees East two hundred end twenty-eight perohes, South sixty-one degrees East twenty-four end one-helf perohes, South forty-six degrees and thirty minutes East thirty and one-helf perohes, South twenty-one degrees and thirty minutes West sixty-seven perches, to the oentre of the draw on Sweetzer's Bridge, then still bounding on the oentre of the Chennel of seid Patepsoo River, South sixty-four degrees and thirty minutes East sixty-six perohes, East eighty-two end one-half perohes, North fifty-seven degrees East thirty-six perohes, North forty-one degrees and fifteen minutes east three hundred and sixty-four perohes, to an old Bridge oelled Krebb's Bridge, then North fifty-two degrees West seventy-three perohes, to the West end of the abuttment of said Bridge and to the edge of the shore of seid river, then bounding on the main shore of seid River, South thirty-four degrees end thirty minutes West eight perohes, to a point of lend, then orossing a oove, South eighty-three degrees thirty minutes West sixty and one-half perohes, to the most Eastern point of e point of lend on the South West side of seid oove, then bounding on the main shore, and also on a traot of land oalled "Krebb's and Warner's Terre Firma", with two degrees ellowanoe for variation, South seventy-nine degrees West three perohes, South seventy-eight Degrees West thirteen perohes, West five perohes, South seventy-six degrees West twenty-two perohes, South eighty-three degrees West fifteen perohes, South twenty-five degrees and thirty minutes West seven and one-quarter perohes, to interseot the line of a traot of land oalled "Job's Beginning" then bounding on said land South twenty degrees end thirty minutes East seven and one-helf perohes, South thirty-four degrees and thirty minutes West fourteen perches, South sixty degrees and thirty minutes West thirty perches, South nineteen degrees West one hundred and thirty perohes, to a point supposed, to be the beginning of said land, then running and bounding on the given line of the aforesaid traot of lend oalled "Moales Quarter", South eighty-nine degrees and thirty minutes West one hundred and twelve perohes, to interseot the end of the first line of this Survey, then bounding on said line reversely North twenty-eight degrees and forty-five minutes West thirteen perches to the Beginning. Containing three hundred and seventy-eight and three-quarters aores of land, aooording to the Certificate of Survey thereof taken and returned into the Land Office, bearing date the eleventh day of October, eighteen hundred and sixty, and there remaining.

b. A traot of land known as "Linthioum's Disoovery" patented to the said Sweetser Linthioum by the State of Maryland by Patent dated

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August 5, 1861, and recorded among the records of the Land Office of Maryland in Liber W.L.W.S. No. 2, folio 6. A certified copy of said patent marked "Compleinants' Exhibit B" is filed herewith and preyed to be taken as part hereof. The land included in said petent is described as follows:

BEGINNING for the seme et a point in the line thet divides the land of Rezin Hammond from the land of James Luces said point being et the end of forty-seven end a half perches on the second line of a treet of land called "Bachelor's Hope", as now surveyed with three-quarters of e degree allowence for veriation, running thence North twenty perches (N. 20 ps.) to the centre of the Channel of the Petapsco River, then bounding on the centre of said channel North sixty-four end a half degrees West seventy perches to the centre of the draw of Sweetzer's Bridge, still bounding on the centre of seid channel, North thirty-two degrees West, twenty-eight perches, North thirty-six end e helf degrees West twelve perches, North forty-one end e helf degrees West eleven perches, North forty-eight degrees West thirteen end e helf perches, North sixty degrees West forty-five perches, North seventy-four end e helf degrees West forty perches, then leeving seid Channel end running South nineteen end e helf degrees West, four perches, to interseot the end of the South seventy-one end three-querters of e degree East one hundred end thirty-one end e helf perches line of "Addition to Linthioum's Purchase", then bounding on the outlines of seid land the thirty following courses end distances, with three-fourths of e degree allowance for variation, viz: South twenty-five end three-quarter degrees East twenty-one end e querter perches, South thirty degrees East eight perches, South twenty-seven end three-querter degrees East, twelve perches, South thirty-five and three-quarter degrees East, thirty-two perches, South eighty-two end e helf degrees West nine perches, South sixteen end a half degrees West five perches, South eighty-seven end three-quarter degrees West eight perches, South thirty-nine end e helf degrees West nine perches, South fifty-three end a quarter degrees East twelve perches, South sixty-six and three-quarter degrees West twelve perches, South twelve degrees East six perches, South thirty-eight end e half degrees East eight perches, South half degree West six perches, South fifty-nine degrees East ten perches, North twelve degrees East thirteen perches, North sixty-nine degrees East, fourteen perches, South eighty-three end three-querter degrees East, eighteen perches, South sixty-six end e helf degrees East eight perches, South twenty-one end three-querter degrees East, five perches, South fourteen end a quarter degrees East ten perches, South eighteen degrees West five perches, South fifty-two end three-querter degrees West ten perches, South twenty-five end e quarter degrees West eleven perches, South twenty-three end three-querter degrees East twenty perches, South twenty-eight end e quarter degrees West eight perches, South eighty-four end three-querter degrees West six perches, South fifty-four end three-querter degrees West six perches, South nineteen end three-querter degrees West seven perches, South sixteen end e helf degrees East six perches, South thirty-two degrees East fifteen perches, then North nineteen end e helf degrees East, seventy perches, to interseot the fifth line of "Bachelor's Hope", then bounding on seid land reversely, with three-quarters of e degree allowance for veriation, South sixty-five end three-quarter degrees East forty perches, South eighty-two end three-querter degrees East twenty-nine perches, North forty-four end e querter degrees East fourteen perches, North eighty-nine end one-querter degrees East twenty-two and e helf perches to the beginning. Conteining seventy-three eores two roods end thirty-three perches of land, eooording to the Certifioete of Survey thereof teken end returned into the Land Office, beering dete the twelfth dey of October, eighteen hundred and sixty, end there remaining.

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c. A treot of lend conveyed to the seid Sweetser Linthioum by Deed deted September 29, 1873 and recorded emong the Land Reoords of Anne Arundel County, in Liber S.H. No. 8, folio 104, from Thales A. Linthioum, Trustee. A oertified oopy of said Deed marked "Complainants' Exhibit C" is filed herewith end prayed to be teken as pert hereof. The land inoluded in said deed is desoribed es follows:

BEGINNING for the seme et e steke planted in Holly Run Cove et the end of the eighth line of that part of seid lend merked on e plet filed with the Trustees' report of sele in the oese of Eleanor Thomas, et el. versus Semuel Thomas, et el. in the Cirouit Court for Anne Arundel County, in Equity, es the First Part end running thenoe north eighteen and three-quarters degrees East one hundred and three-quarters perohes to the edge of the Patapsoo River thence North forty degrees, West twenty-six perohes, North fifty-six degrees west twenty-eight perohes, North sixty-four and three-quarters degrees west eight perohes, thenoe leeving said River south nineteen and a quarter degrees west thirty-four perches, to the small Channel thenoe South thirty-five and three-quarters degrees west eight and six-tenths perohes, to a stake on the south side of said Channel and at the end of the twentieth line of said First Part reverse thereof south thirty-nine degrees East fifteen perohes, south eight degrees East five perohes, south twenty-three and a half degreos, east seven end a half perohes south forty and a half degrees east twelve perohes, south sixty-three and a half degrees east eight perches, South fifty-four degrees east seven perohes, south thirty-nine degrees, east six perohes, South fifteen degrees west fourteen perohes, south sixty degrees west eight perohes, south thirty-one and a helf degrees, west eight perohes, South ten degrees west eight perohes, South twenty-four degrees East twenty perohes to the plaoe of beginning; oontaining twenty-two and three-quarters acres of land more or less.

2. That prior to his death, the said Sweetser Linthioum by deed dated September 10, 1877 and recorded among the Land Records of Baltimore County, in Liber J.B. 100, folio 533, and among the Land Records of Anne Arundel County in Liber S.H. No. 11, folio 132, oonveyed unto Herman Haupt the right to maintain a pipe line and telegreph line through the aforesaid land as more particularly referred to in said deed.

3. That the said Sweetser Linthioum by deed dated January 8, 1903, and recorded among the Land Records of Anne Arundel County in Liber G.W.No.28, folio 415, oonveyed certain rights-of-way through the aforesaid land as more partioularly referred to in said deed.

4. That being so seized of the residue of seid treots of lend the seid Sweetser Linthioum by Item 14 of his last will and testament duly probeted end recorded in the Offioe of the Register of Wills for Anne Arundel

(2A.) That the said Sweetser Linthicum by deed dated November 5, 1861 and recorded among the Land Records of Anne Arundel County in Liber N.H.G. No. 10, folio 289 conveyed unto James M. Lucas, ten and one-quarter acres of the tract described in paragraph No. 1 B. hereof.

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County in Liber R.B. No. 1, folio 296, devised the same unto his sons, J. Charles Linthicum and William Linthicum for the term of twenty-five years, acoounting from the death, marriage, or relinquishment of his wife, in trust to pay the inoome as therein provided, and at the expiration of said twenty-five years to his children and descendants then living as provided therein. A certified copy of said will marked "Complainants' Exhibit D" is filed herewith and prayed to be taken as a part hereof.

5. That your Orators are advised and aver that the remainders over to the children and descendants of the said Sweetser Linthicum under Item 14 of his said will were void and that at the death of the said Sweetser Linthicum vested remainders in the land which is the subject of these proceedings passed to his heirs-at-law, subject to the life interest of his wife, Laura Ellen Smith Linthicum, who departed this life on August 13, 1910.

6. That the said Sweetser Linthicum left surviving him the following persons as his sole heirs-at-law; Elizabeth Valerie Benson, a daughter; James Smith Linthicum, a son; Anne Sweetser Linthicum Shipley, a daughter; William Linthicum, a son; Asa Shinn Linthicum, Jr. and Joseph Benson Linthicum, grandsons, both children of Asa Shinn Linthicum who predeceased his father, the said Sweetser Linthicum; Sweetser Linthicum, Jr., a son; J. Charles Linthicum, a son; Seth Hance Linthicum, a son; G. Milton Linthicum, a son; Wade Hampton Linthicum, a son.

7. That the said Elizabeth Valerie Benson died on or about January 4, 1934, her husband, Joseph Kelly Benson, having predeceased her, and by her last will and testament, dated November 18, 1926 and duly probated and recorded in the Office of the Register of Wills for Baltimore City, in Liber J.H.B. No. 178, folio 299, devised and bequeathed all of her property to her husband for life and after his death, bequeathed the sum of Six hundred Dollars ($600.00) to her daughter, Mary B. Harlan, and bequeathed the sum of Thirty-five hundred Dollars ($3500.00) to her grandchildren, Elizabeth L. Benson, Edith Benson and Irene Benson to be equally divided between them as more fully set forth in said will, and all the rest, and residue of her

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property, including the land, the subject of these proceedings, unto her three children, Sweetser L. Benson, Charles Edgar Benson, and George McGaw Benson, share and share alike to the extent of Sixteen hundred Dollars ($1600.00) each and the balance equally unto her grandchildren living at the time of her death, with the exception of Elizabeth Benson, Edith Benson and Irene Benson as more fully set forth in said will.

A certified copy of the will of said Elizabeth Valerie Benson marked "Complainants' Exhibit E" is filed herewith and prayed to be taken as a part heraof.

Your Orators are advised that the aforementioned legacies under the will of Elizabeth Valerie Benson have not been paid and therefore, Elizabeth Banson, now known as Elizabeth Linthioum Benson Wallace, Edith Benson, now known as Edith M. Benson Hamberger, Irane Benson, now known as Irena Benson Webster, are parties complainant herein.

8. That Swaetser L. Benson died intestate on September 22, 1928 leaving surviving him as his sole heirs-at-law, his wife, Eudora Benson; a daughter, Helan Alatta Benson Gambrill; a son, Robert L. Benson, a party defendant herein; a daughter, Lucille Benson Richardson, a party defendant herein.

9. ~~That the said Helen Alatta Benson Gambrill died intestate on or about December 10, 1939, leaving surviving her as her sole heirs-at-law, Helen Gambrill Goldsborough, a daughter, and William Edwards Gambrill, her husband, parties defendant herein.~~ That the said Helen Aletta Benson Gambrill died, intestate, on or about December 10, 1939 leaving surviving her as her sole heir-at-law, Helen Gambrill Goldsborough, a daughter, the said Helen Aletta Benson Gambrill having been divorced from her husband, William E Gambrill, a vinculo matrimonii by decree of the Circuit Court of Baltimore City passed April 4, 1939.

10. That the said Eudora Benson died in or about the year 1944, intestata, leaving surviving her as her sole heirs-at-law, the said Robert L. Benson, party defendant herein; the said Lucille Benson Richardson, part. defendant herein; and the said Helan Gambrill Goldsborough, party defendant herein.

11. That the said George McGaw Benson died intestate on or about March 20, 1940, leaving surviving him as his sole hairs-at-law, Edith Garrett Benson, his widow; and Edith Benson Cook, a daughter, both parties defendant herein.

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12. That the said Charles Edgar Benson died intestate on or about October 30, 1935, leaving surviving him as his sole heirs-at-law, Angela Keenan Benson, his widow; and Adrienne T. Cunningham, a daughter, both parties complainant herein.

13. That the said Elizabeth Valerie Benson was survived by the following grandchildren, Edith Benson Cook, Robert L. Benson, Lucille Benson Richardson, parties defendant herein; Adrienne T. Cunningham, party complainant herein; and Helen Aletta Benson Gambrill, now deceased as mentioned in paragraph nine hereof, and that said grandchildren along with Helen Gambrill Goldsborough, daughter of Helen Aletta Benson Gambrill, ~~and William Edwards Gambrill, husband of Helen Aletta Benson Gambrill,~~ are entitled to the residue of the estate of Elizabeth Valerie Benson after payment of the legacies provided for in her said will as mentioned in paragraph seven hereof.

14. That the said James Smith Linthicum died on or about June 12, 1912 and by his last will and testament duly probated and of record in the Office of the Register of Wills for Baltimore City in Wills Liber H.W.J. No. 113, folio 262, devised all his property to his wife, Sallie Linthicum, also known as Sarah McClelland Linthicum, during her life or until her remarriage or relinquishment, and upon her death, marriage or relinquishment, to his children, Blanche L. Crapp and Mary E. West, if surviving, the issue of a deceased child to take per stirpes as more particularly set forth therein.

A certified copy of said will marked "Complainants' Exhibit F" is filed herewith and prayed to be taken as a part hereof.

15. That Sallie Linthicum, also known as Sarah McClelland Linthicum, died on or about February 19, 1923, her children, the said Blanche L. Crapp and Mary E. West, surviving her, the said Blanche L. Crapp being a party complainant herein.

16. That the said Mary E. West by deed dated October 10, 1929 and recorded among the Land Records of Anne Arundel County, in Liber F.S.R. No. 56, folio 254 and among the Land Records of Baltimore County, in Liber

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L.McL.M. No. 842, folio 483, granted and conveyed unto the said Blanche L. Crapp all of her right, title, and interest in the land, the subject of these proceedings.

A certified copy of said deed marked "Complainants' Exhibit G" is filed herewith and prayed to be taken as a part hereof.

17. That John R. West, the husband of Mary E. West died on or about February 27, 1925.

18. That the said Anne Sweetser Linthicum Shipley died August 13, 1936, her husband, Richard Luther Shipley, having predeceased her, and by her last will and testament duly probated and recorded in the Office of the Register of Wills for Anne Arundel County, she devised all the rest and residue of her property, including the land, the subject of those proceedings, to her four children, Irene A. Shipley, also known as Irene Amanda Shipley; R. Luther Shipley, Jr.; Grover C. Shipley, also known as Grover Cleveland Shipley; Laura S. Roberts, also known as Laura Linthicum Shipley Roberts, all of whom are parties plaintiff herein.

A certified copy of said will marked "Complainants' Exhibit H" is filed herewith and prayed to be taken as a part hereof.

19. That the said William Linthicum died February 24, 1934, his wife, Adele T. Linthicum, having predeceased him, and by his last will and testament duly probated and recorded in the Office of the Register of Wills for Baltimore City in Wills Liber J.H.B. No. 179, folio 3, devised the rest and residue of his property including his interest in the property which is the subject of these proceedings, unto his descendants living at the death of his wife as will more particularly appear from said Will.

A certified copy of said will marked "Complainants' Exhibit I" is filed herewith and prayed to be taken as a part hereof.

20. That William Linthicum was survived by the following nine children who took an interest in the property, the subject of these proceedings, under his said will: Elizabeth ~~Valerie~~ Virginia Linthicum, a party defendant herein; Laura E. Linthicum Herzog, a party defendant herein;

Thomas L. Linthicum, a party plaintiff herein; William Charles Linthicum, now deceased; Walter J. Linthicum, a party plaintiff herein; Margaret Linthicum Mansfield, a party defendant herein; Anne E. Linthicum Corbett, a party defendant herein; Sada Linthicum Hartman, now deceased; Seth S. Linthicum, a party defendant herein.

21. That the said William Charles Linthicum died on or about April 7, 1944, and by his Last Will and Testament duly probated and recorded in the Office of the Register of Wills for Baltimore City in Wills Liber J.H.B. No. 213, folio 366, he devised the rest and residue of his property, including his interest in the property hereinabove described, unto Virginia Whitehurst, also known as H. Virginia Linthicum, who was the wife of the said William Charles Linthicum, at the time of his death, and is a party defendant herein. That the said H. Virginia Linthicum renounced all bequests and devises under her husband's will and elected to take in lieu thereof her legal share of both the real and personal estate including her share in the property, the subject of these proceedings.

A certified copy of said will and renunciation marked "Complainants' Exhibit J" are filed herewith and prayed to be taken as a part hereof.

22. That the said William Charles Linthicum in addition to his wife, the said H. Virginia Linthicum, left surviving him as his sole heirs-at-law, his three children, William Perry Linthicum, Helen Anne Linthicum and Virginia Adele Linthicum, all parties defendant herein.

23. That the said Sada Linthicum Hartman, daughter of the said William Linthicum died, intestate, November 14, 1938, and left surviving her as her sole heirs-at-law, her husband, Stanley E. Hartman , and a son, Charles Edward Hartman, both parties defendant herein.

24. That the said Asa Shinn Linthicum, Jr., single, died July 2, 1911, and by his last will and testament duly probated and of record in the Office of the Register of Wills for Baltimore City in Wills Liber E.W.J. No. 110, folio 543, devised all of his property to his mother, Iola G. Linthicum, including his interest in the property, the subject of these proceedings

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A certified copy of said will marked "Complainants' Exhibit K" is filed herawith and prayed to be taken as part hereof.

25. That the said Iola G. Linthicum married Peter Stevens and subsequently died on May 6, 1937, leaving her said husband surviving her and by her last will and testament duly probated and recorded in the Office of the Register of Wills for Baltimore City in Wills Liber J.H.B. No. 189, folio 211, devised all her property including her interest in the property, the subject of these proceedings, unto her son, Joseph B. Linthicum, his child or children.

A certified copy of said will marked "Complainants' Exhibit L" is filed herewith and prayed to be taken as a part hereof.

26. The said Joseph B. Linthicum, a party plaintiff herein has at present one living child, Virginia Linthicum, an infant, nineteen years of age, a party defendant herein, and his unborn children are also made parties defendant herein and it is intended by these proceedings to bind the interests of any unborn children of the said Joseph B. Linthicum.

27. That the said Peter Stevens died March 22, 1941, and by his last will and testament duly probated and of record in the Office of the Register of Wills of Baltimore City devised and bequeathed the rest and residue of his estate, including his interest in the property, the subject of these proceedings, acquired as the surviving husband of Iola G. Stevens, unto William C. Stevens, his son, by a former marriage.

A certified copy of said will marked "Complainants' Exhibit M" is filed herewith and prayed to be taken as a part hereof.

28. That by a deed dated April 26, 1944 and recorded among the Land Records of Baltimore City in Liber M.L.P. 6592, folio 159, and by a deed dated February 6, 1950, and recorded among the Land Records of Baltimore City, on February 16, 1950, in Liber M.L.P. 8008, folio 140, William C. Stevens and Grace W. Stevens, his wife, conveyed all of their interest in the property, the subject of these proceedings, unto Joseph B. Linthicum.

Certified copies of said deeds marked respectively "Complainants' Exhibits N and O" are filed herewith and prayed to be taken as a part hereof

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29. That the said Sweetser Linthicum, Jr., died on or about April 13, 1935, intestate, his wife, Sarah Crisp Linthicum, having predeceased him, and leaving surviving him as his sole heirs-at-law, his daughters, Sarah Louise Linthicum and Eleanor Linthicum Woodruff, both parties complainant herein.

30. That the said J. Charles Linthicum died October 5, 1932, and by his last will and testament duly probated and of record in the Office of the Register of Wills for Baltimore City in Wills Liber E.R.D. No. 175, folio 28, devised all the rest and residue of his property including his interest in the property, the subject of these proceedings, unto his wife, Helen A. Linthicum, for life and at her death, to be divided into five equal parts of which his brother, Seth H. Linthicum, should have two-fifths absolutely; his brother, Dr. G. Milton Linthicum, should have one-fifth absolutely; and the other two-fifths were devised unto the Mercantile Trust Company of Baltimore, Maryland, to invest the same, and pay from the prinoipal and income unto each of his two brothers, Sweetser Linthicum and W. Hampton Linthicum, the sum of seventy-five dollars per month and from and after their respeotive deaths, the balance remaining to them respeotively, to be equally divided among their children and the child or children of any deceased child or children per stirpes and not per capita. The said Helen A. Linthicum, wife of J. Charles Linthicum, renounced the devises under the will of her said husband and elected to take in lieu thereof her dower in lands.

A certified copy of said will and renunciation marked "Complainants' Exhibit P" are filed herewith and prayed to be taken as part hereof.

31. The said Helen A. Linthicum died February 4, 1944. The said Sweetser Linthicum also known as Sweetser Linthicum, Jr., died as hereinabove mentioned and the said W. Hampton Linthicum also known as Wade Hampton Linthicum, died as hereinafter mentioned.

32. That the said G. Milton Linthicum died July 18, 1935 and by his last will and testament duly probated and of record in the Office of the Register of Wills for Baltimore City in Liber J.H.B. No. 183, folio 171,

devised all the rest and residue of his property unto his brother, J. Charles Linthicum, and the Colonial Trust Company of Baltimore City and their successors, in trust, to pay the income and such portion of corpus as they might deem advisable, unto his wife, Lillian H. Linthicum, for and during the term of her natural life and from and after the death of his said wife, to pay the income and such part of the corpus as they may deem advisable unto his two children, Howland Linthicum and Lillian Linthicum Strobel, and upon the death of either of his said children to pay the remainder unto the child or children of said deceased child, and with power in the said Trustees to sell and dispose of any part of said estate all as more fully provided in said will.

A certified copy of said will marked "Complainents' Exhibit Q" is filed herewith and prayed to be taken as part hereof.

That the said J. Charles Linthicum predeceased, the said G. Milton Linthicum, and the said Colonial Trust Company, entered upon the execution of the aforesaid Trusts until relieved thereof under an order of the Circuit Court of Baltimore City passed April 16, 1941 in a cause entitled "In the Matter of the Trust Estate Created Under The Will of G. Milton Linthicum, Deceased", by which order The Fidelity Trust Company was appointed Substituted Trustee under said will.

A certified copy of said order is filed with "Complainants' Exhibit Q" and prayed to be taken as part hereof.

33. That the said Lillian Linthicum Strobel predeceased her father, the said G. Milton Linthicum, leaving surviving her one child, Lillian Strobel Dinning. That the said Lillian H. Linthicum departed this life on February 4, 1950, and upon her death one-half of the share of the said G. Milton Linthicum in the property, the subject of these proceedings, vested in the said Lillian Strobel Dinning absolutely.

34. That the said The Fidelity Trust Company, Substituted Trustee, under the will of G. Milton Linthicum, the said Howland Linthicum and Lillian Strobel Dinning, and H. Gary Linthicum grandchildren the only ~~grandchild~~ of the said G. Milton Linthicum now in being, are all made parties defendant herein, and it is intended by these

proceedings to bind the interests of any unborn grandchildren of the said G. Milton Linthicum.

35. That the said Seth Hance Linthicum is a party complainant herein.

36. That the said Wade Hampton Linthicum died, intestate, on August 26, 1945, and left surviving him as his sole heirs-at-law, his wife, Mary Delmah Linthicum, and his three children, Sweetser Linthicum, Matilda Linthicum Vickrey, and Mary Delmah Linthicum, all of whom are parties complainant herein.

37. That there is excepted from the tracts of land hereinabove described all that portion thereof described in a deed dated October 11, 1917, and recorded among the Land Records of Baltimore County in Liber W.P.C. 490, folio 47, from Herman T. W. Heimiller, Attorney, et al., unto George Hoffman, et al., and in a deed dated November 7, 1913, recorded among the Land Records of Baltimore County in Liber W.P.C. No. 420, folio 591, from Margaret E. Coan to Abbott L. Penniman, Jr. There is also excepted from the land hereinabove described all that portion thereof which by deed dated November 10, 1911 and recorded among the Land Records of Baltimore County in Liber W.P.C. 389, folio 237 and among the Land Records of Anne Arundel County in Liber G.W. 88, folio 457, was granted and conveyed by Seth H. Linthicum, Executor, et al., unto Washington, Baltimore and Annapolis Electric Railroad Company, et al., and which by deed dated December 18, 1926 and recorded among the Land Records of Baltimore County in Liber W.P.C. No. 639, folio 550, was granted and conveyed by J. Charles Linthicum and William Linthicum, Trustees, unto Thomas W. Pumphrey and wife; and which by deed dated April 24, 1907, and recorded among the Land Records of Baltimore County in Liber W.P.C. 315, folio 217, and among the Land Records of Anne Arundel County in Liber G.W. 54, folio 448, was granted and conveyed by Laura E. Linthicum, et al., unto Washington, Baltimore and Annapolis Electric Railway Company and which by deed dated May 15, 1931 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 88, folio 213, and among the Land Records of Baltimore County,

in Liber W.P.C. 871, folio 306, was granted and conveyed by J. Charles Linthicum, et al., unto Susquehanna Transmission Company; and which by deed dated March 21, 1908, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 58, folio 460, was granted and conveyed by Laura E. Linthicum, et al., unto Henry Mimmler.

38. That the parties complainant and defendant herein are also seized of the right to use an easement or right-of-way twelve feet wide binding on and along the South outline of the fast land, formerly belonging to Thomas W. Pumphrey and extending from the marshland area described in Paragraph 1-a hereof to the Westport-Annapolis Road as more particularly referred to in a deed and agreement dated December 18, 1926, and recorded among the Land Records of Baltimore County in Liber W.P.C. 639, folio 550, between J. Charles Linthicum and William Linthicum, Trustees and Thomas W. Pumphrey and Fannie E. Pumphrey.

A certified copy of said deed and agreement marked "Complainants' Exhibit R" is filed herewith and prayed to be taken as a part hereof. The said easement and other interests acquired by the parties hereto under said deed are part of the subject matter of these proceedings.

39. That by deed dated March 21, 1908 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 58, folio 478, Henry Mimmler and Annie Mimmler, his wife, relinquished all their right, title, and interest in a portion of the lands, the subject of these proceedings as more particularly described in said deed.

A certified copy of said deed marked "Complainants' Exhibit S" is filed herewith and prayed to be taken as a part hereof.

That said relinquishment inured to the benefit of all the parties complainant and defendant in these proceedings.

40. That there is pending in the Circuit Court for Anne Arundel County, Maryland, a case entitled "Robert M. Reindollar, Chairman, Joseph M. George and Russell H. McCain, Constituting the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, versus

Seth H. Linthicum and Mary P. Linthicum, his wife, et al.", number 1636 Law, wherein the plaintiffs seek to condemn an easement for the purpose of depositing dredged material on a portion of the lands hereinabove described in Paragraph 1-b hereof as more particularly set forth in the petition and amended petition filed in said case.

That the lands, the subject of these proceedings, are subject to whatever rights the plaintiffs in the above entitled case may have or acquire by reason of the institution of said case.

41. That all of the defendants hereto are residents of the State of Maryland, except Elizabeth ~~Valerie~~ Virginia Linthicum and Margaret Linthicum Mansfield, who are residents of the District of Columbia; Virginia Adele Linthicum, who is a resident of the State of Virginia; and any and all unknown children, descendants, heirs-at-law, legatees, distributees, devisees, next of kin, widows and widowers and personal representatives, whether resident of the State of Maryland or not, of any of the defendants who may be deceased are made parties defendant herein.

42. ~~That although your Orators have made diligent and unremitting search for the parties entitled to interests in the land which is the subject of these proceedings, it is possible that there may be other persons unknown to your Orators who may claim rights or interests therein and your Orators have therefore made parties defendant herein any and all unknown persons whether resident of the State of Maryland, or not, or bodies corporate who may be interested in or may claim any interest in the property mentioned and described in this Bill of Complaint.~~

43. That because of the difference in the various interests owned by the parties hereto, the fee-simple real estate hereinabove described is not susceptible of partition in kind without material loss or injury to the

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parties concerned, cannot be divided without loss or injury and that it would be adventegeous to the parties oonoerned if said fee-simple real estate were sold and the prooeeds derived from the sale thereof were divided among the parties hereto aooording to their respeotive interests.

To the end therefore:

1. That a deoree may be passed for the sale of said fee-simple reel estate.

2. That a trustee or trustees may be appointed to make said sale subjeot to the order of this Honorable Court.

3. That the trustee or trustees appointed by the Court be authorized to give notioe to all persons heving olaims against Sada Linthicum Hertman, deoeased, Wade Hampton Linthioum, deceased, and Eudora Benson, deoeased, to file the same in this Court within a time named therein or be exoluded from all interest in the lands, the subjeot of these prooeedings.

4. That the prooeeds of said sale may be disposed of among the parties entitled thereto aocording to their respective interests.

5. That your Orators be granted such other and further relief as the nature of this case may require.

May it please your Honors to grant unto your Orators the Writ of Subpoena directed to Edith Benson Cook, 2431 Maryland Avenue, Baltimore City; Robert L. Benson, Chestnut Avenue, Towson 4, Maryland; Lucille Benson Richardson, Chestnut Avenue, Towson 4, Maryland; Edith Garrett Benson, 2431 Maryland Avenue, Baltimore, Maryland; Helen Gambrill Goldsborough, 310 Alabama Road, Towson 4, Maryland; William Edwards Gambrill, 2306 Orleans Street, Baltimore, Maryland; Laura T. Linthioum Herzog, 2712 N. Charles St. Baltimore, Maryland; The Fidelity Trust Company, Substituted Trustee under

the will of G. Milton Linthicum, Charles and Lexington Streets, Baltimore, 3, Maryland; Howland Linthicum, 211 King George Street, Annapolis, Maryland; Lillian Strobel Dinning, Malvern Avenue and Ruxton Road, Towson 4, Maryland; Anne E. Linthicum Corbett, 119 W. 29th Street, Baltimore, Maryland; Charles Edward Hartman, 4503 Underwood Road, Baltimore, Maryland; H. Virginia Whitehurst Linthicum, 515 E. 39th Street, Baltimore, Maryland; William Perry Linthicum, 308 Griffins Lane, Glen Burnie, Maryland; Helen Anne Linthicum, Memorial Hospital, Cumberland, Maryland; Seth S. Linthicum, 311 E. 25th Street, Baltimore, Maryland; Stanley E. Hartman, 4503 Underwood Road, Baltimore, Maryland; Virginia Linthicum, infant, 4405 Underwood Road, Baltimore, Maryland; H. Gary Linthicum, 4307 Wickford Road, Baltimore, Md. giving notice to them of the object and substance of this bill and warning them to appear in this Court, in person or by solicitor, on or before a certain day to be named therein, to show cause, if any they have, why a decree ought not to be passed as prayed.

~~May it please your Honors to grant unto your Orators the order of publication giving notice to the said Elizabeth Valerie Linthicum, 1325 Quincy Street, N.E., Washington, D.C.; Margaret Linthicum Mansfield, 711 Monroe Street, N.E., Washington, D.C.; Virginia Adele Linthicum, 1325 S. 23rd Street, Arlington, Virginia; proceeded against as non-residents of this State; and to any and all unknown children, descendants, heirs-at-law, legatees, distributees, devisees, next of kin, widows and widowers and personal representatives whether resident of the State of Maryland or not, of any of the defendants who may be deceased and to any and all unknown persons whether resident of the State of Maryland or not, or bodies corporate who may be interested in or may claim any interest in the property sought to be sold and~~ —

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~~particularly mentioned and described in this bill of complaint, of the object and substance of this bill and warning them to appear in this Court, in person or by solicitor, on or before a certain day to be named therein, to show cause, if any they have, why a decree ought not to be passed as prayed.~~

AND AS IN DUTY BOUND, etc.

Charles F. Rechner, Jr., Solicitor for the Complainants

Sweetser Linthicum, Solicitor for the Complainants

LIBER 98 PAGE 21
No. 9969 Equity

Charles F. Rechner, Jr., Solicitor,
200 Title Building, Baltimore, Md.
Sweetser Linthicum, Solicitor,
Linthicum Heights, Anne Arundel Co., Md.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY -- (Docket 14, folio 87) -- Blanche L. Crapp, widow, 4331 Roland Boulevard, St. Louis, Missouri; Thomas L. Linthicum and Artie Linthicum, his wife, 321 N. Milton Drive, San Gabriel, California; Walter J. Linthicum and Heddy Linthicum, his wife, American Embassy, Paris, France; Seth H. Linthicum and Mary P. Linthicum, his wife, Linthicum Heights, Anne Arundel Co., Maryland; Sarah Louise Linthicum, single, Linthicum Heights, Anne Arundel Co., Maryland; Eleanor Linthicum Woodruff, divorced, 2540 Massachusetts Ave., N.W., Washington, D. C.; Sweetser Linthicum, single, Linthicum Heights, Anne Arundel Co., Maryland; Mary Delmah Linthicum, single, Linthicum Heights, Anne Arundel Co., Maryland; Matilda Linthicum Viokrey, Box 116, McNeir Hall, Fort Sill, Oklahoma; Mary Delmah Linthicum, widow, Linthicum Heights, Anne Arundel Co., Maryland; Joseph B. Linthicum and Agnes V. Linthicum, his wife, 4405 Underwood Road, Baltimore, Maryland; Irene Amanda Shipley, single, Linthicum Heights, Anne Arundel Co., Maryland; Richard Luther Shipley, Jr., 539 W. Forest View Road, Linthicum Heights, Maryland; Grover Cleveland Shipley, Linthicum Heights, Anne Arundel Co., Maryland; Laura Linthicum Shipley Roberts, Linthicum Heights, Anne Arundel Co., Maryland; Angela Keenan Benson, widow, 72 Russell Street, Buffalo, New York; Adrienne T. Cunningham, 72 Russell Street, Buffalo, New York; Elizabeth L. Benson Wallace, 1615 E. 16th Street, Cheyenne, Wyoming; Edith M. Benson Hamberger, Platteville, Colorado; Irene Benson Webster, P. O. Box 108, Sutherlin, Oregon, complainants, vs. Laura E. Linthicum Herzog, widow, 2712 N. Charles St., Baltimore, Maryland; Edith Benson Cook, 2431 Maryland Avenue, Baltimore, Maryland; Robert L. Benson, Chestnut Ave., Towson 4, Maryland; Lucille Benson Richardson, Chestnut Ave., Towson 4, Maryland; Edith Garrett Benson, 2431 Maryland Avenue, Baltimore, Maryland; Helen Gambrill Goldsborough, 310 Alabama Road, Towson, Maryland; William Edwards Gambrill, 2306 Orleans Street, Baltimore, Maryland; The Fidelity Trust Company, Substituted Trustee under the Will of G. Milton Linthicum, Charles & Lexington Sts., Baltimore 3, Maryland; Howland Linthicum, 211 King George St., Annapolis, Maryland; Lillian Strobel Dinning, Malvern Ave. & Ruxton Rd., Towson 4, Maryland; Elizabeth Valerie Linthicum, 1325 Quincy St., N. E., Washington, D. C.; Margaret Linthicum Mansfield, 711 Monroe St., N. E., Washington, D. C.; Anne E. Linthicum Corbett, 119 W. 29th St., Baltimore, Maryland; Charles Edward Hartman, 4503 Underwood Rd., Baltimore, Maryland; H. Virginia Whitehurst Linthicum, 515 E. 39th St., Baltimore, Maryland; William Perry Linthicum, 308 Griffins Lane, Glen Burnie, Maryland; Helen Anne Linthicum, Memorial Hospital, Cumberland, Maryland; Virginia Adele Linthicum, 1325 S. 23rd St., Arlington, Virginia; Seth S. Linthicum, 311 E. 25th St., Baltimore, Maryland; Stanley E. Hartman, 4503 Underwood Road, Baltimore, Maryland; Virginia Linthicum, infant, 4405 Underwood Rd., Baltimore, Maryland; Any and all unknown children, descendants, heirs-at-law, legatees, distributees, devisees, next of kin, widows and widowers and personal representatives, whether resident of the State of Maryland or not, of any of the defendants who may be deceased; Any and all unknown persons whether resident of the State of Maryland or not, or bodies corporate who may be interested in, or may claim any interest in the property sought to be sold and particularly mentioned and described in this Bill of Complaint, defendants.

ORDER OF PUBLICATION

The object of this bill is to obtain a decree for the sale of the fee-simple property situate in Anne Arundel County, Baltimore City and Baltimore County, being certain lands located in or binding on the Patapsco River, being known as Linthicum's Comet, Linthicum's Discovery, and certain lands in or binding on Holly Run Cove and the Patapsco River, together with appurtenances.

The Bill recites:

1. That Sweetser Linthicum, late of Anne Arundel County, died on March 29, 1905, seized in fee simple of the residue of the following parcels

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of land situate partly in Anne Arundel County, partly in Baltimore County, and partly in Baltimore City, Maryland:

a. A tract of land known as "Linthicum's Comet" described as follows:

BEGINNING for the same at a stone heretofore planted for the beginning of a tract of land called "Moales Quarter" and a tract of land called "Leicestershire" and running thence bounding on the last mentioned tract with one degree allowance for variation, South twenty-eight degrees and forty-five minutes East thirteen perches, South eighty degrees East sixty-two perches, South twenty-six degrees, East ten perches, South thirty-four degrees East eight perches, South forty-nine degrees and thirty minutes East eight perches, North seventy-nine degrees and forty-five minutes East eleven perches, South twenty-eight degrees and forty-five minutes East twenty-one perches, South fourteen degrees East ten perches, South three degrees West fourteen perches, South twenty-eight degrees West six perches, South forty-four degrees and thirty minutes West ten perches, South thirty degrees and thirty minutes West twenty-six perches, South eighty degrees West twenty-eight perches, North eighty-eight degrees West thirty-four perches, South seventy-eight degrees West thirteen perches, North twenty-two degrees West one perch, South seventy-six degrees West twenty perches, North seventy-three degrees West fourteen perches, North eighty-nine degrees West seven perches, North twenty-seven degrees West fifteen perches, North thirty-six perches, to intersect the end of the South forty-eight degrees East one hundred and forty perches line of a tract of land called "Brother's Inheritance", then running and bounding on said land reversely with one-half degree allowance for variation, North forty-eight degrees and thirty minutes West one hundred and forty perches, North seventy-nine degrees and thirty minutes West seventy-eight perches South fifty-four degrees and thirty minutes West twenty-six perches, South eighty-five degrees and thirty minutes West sixteen perches, North seventy-eight degrees and thirty minutes West seventy-three perches, North eighty-nine degrees West sixty-seven perches, South eighty-one degrees and thirty minutes West nine perches, to intersect the eighth line of a tract of land called "Newport", then bounding on said land reversely the seven following courses, South thirteen perches, West thirty-four perches, North thirteen degrees East twenty-three perches, West twenty-two perches, South six degrees West thirty-two perches, West seven perches, North one perch, then leaving the outlines of said land and running South eighty-four degrees West sixteen perches, South seventy-five degrees and thirty minutes West nine and one-quarter perches, South sixty-seven degrees West thirty-six perches, South eighty-one degrees and thirty minutes West nine and one-half perches, North forty-five degrees West eight perches, to intersect the third line of a tract of land called "Taylor's Lot" at the distance of sixty-eight perches on said line, then bounding on said land reversely with three-quarters of a degree allowance for variation, South forty-five degrees and forty-five minutes West sixty-eight perches, South fifty-one degrees and forty-five minutes West forty-eight perches, South forty-five degrees and forty-five minutes West eighty-five perches, to a stone heretofore planted for the beginning of said land, then running and bounding on a tract of land called "Nineva" with one and a half degrees allowance for variation, North fifty-one degrees and thirty minutes East one hundred and fifty-eight perches, North fifty-seven degrees and forty-five minutes East thirteen and two-tenth perches, North sixty-seven degrees East seven and seven-tenths perches, South eighty-nine degrees and thirty minutes East two and nine-tenths perches, South sixty-three degrees and thirty minutes East seven perches, to the centre of the Channel of the Patapsco River, then running and bounding on the centre of said Channel, North fifty-four degrees and thirty minutes East forty-eight perches, North seventy-seven degrees East one hundred perches, North eighty-one degrees and thirty minutes East seventy-two perches, South seventy-five degrees East two hundred and twenty-eight perches, South sixty-one degrees East twenty-four and one-half perches, South forty-six degrees and thirty minutes East thirty and one-half perches, South twenty-one degrees and thirty minutes East sixty-seven perches, to the centre of the draw on Sweetzer's Bridge, then still bounding on the centre of the Channel of said Patapsco River, South sixty-four degrees and thirty minutes East sixty-six perches, East eighty-two and one-half perches, North fifty-seven degrees East thirty-six perches, North forty-one degrees and fifteen minutes east three hundred and sixty-four perches, to an old Bridge called Krebb's Bridge,

then North fifty-two degrees West seventy-three perches, to the West end of the abuttment of said Bridge and to the edge of the shore of said river, then bounding on the main shore of said River, South thirty-four degrees and thirty minutes West eight perches, to a point of land, then crossing a cove, South eighty-three degrees thirty minutes West sixty and one-half perches, to the most Eastern point of a point of land on the South West side of said cove, then bounding on the main shore, and also on a tract of land called "Krebb's and Warner's Terra Firma", with two degrees allowance for variation, South seventy-nine degrees West three perches, South seventy-eight Degrees West thirteen perches, West five perches, South seventy-six degrees West twenty-two perches, South eighty-three degrees West fifteen perches, South twenty-five degrees and thirty minutes West seven and one-quarter perches, to interseot the line of a tract of land called "Job's Beginning" then bounding on said land South twenty degrees and thirty minutes East seven and one-half perches, South thirty-four degrees and thirty minutes West fourteen perches, South sixty degrees and thirty minutes West thirty perches, South nineteen degrees West one hundred and thirty perches, to a point supposed, to be the beginning of said land, then running and bounding on the given line of the aforesaid tract of land called "Moales Quarter", South eighty-nine degrees and thirty minutes West one hundred and twelve perches, to intersect the end of the first line of this Survey, then bounding on said line reversely North twenty-eight degrees and forty-five minutes West thirteen perches to the Beginning. Containing three hundred and seventy-eight and three-quarters acres of land, according to the Certificate of Survey thereof taken and returned into the Land Office, bearing date the eleventh day of October, eighteen hundred and sixty, and there remaining.

b. A tract of land known as "Linthioum's Discovery" described as follows:

BEGINNING for the same at a point in the line that divides the land of Rezin Hammond from the land of James Lucas said point being at the end of forty-seven and a half perches on the second line of a tract of land called "Bachelor's Hope", as now surveyed with three-quarters of a degree allowance for variation, running thence North twenty perches (N. 20 ps.) to the centre of the Channel of the Patapsoo River, then bounding on the centre of said channel North sixty-four and a half degrees West seventy perches to the centre of the draw of Sweetzer's Bridge, still bounding on the centre of said channel, North thirty-two degrees West, twenty-eight perches, North thirty-six and a half degrees West twelve perches, North forty-one and a half degrees West eleven perches, North forty-eight degrees West thirteen and a half perches, North sixty degrees West forty-five perches, North seventy-four and a half degrees West forty perches, then leaving said Channel and running South nineteen and a half degrees West, four perches, to interseot the end of the South seventy-one and three-quarters of a degree East one hundred and thirty-one and a half perches line of "Addition to Linthioum's Purchase", then bounding on the outlines of said land the thirty following courses and distances, with three-fourths of a degree allowance for variation, viz: South twenty-five and three-quarter degrees East twenty-one and a quarter perches, South thirty degrees East eight perches, South twenty-seven and three-quarter degrees East, twelve perches, South thirty-five and three-quarter degrees East, thirty-two perches, South eighty-two and a half degrees West nine perches, South sixteen and a half degrees West five perches, South eighty-seven and three-quarter degrees West eight perches, South thirty-nine and a half degrees West nine perches, South fifty-three and a quarter degrees East twelve perches, South sixty-six and three-quarter degrees West twelve perches, South twelve degrees East six perches, South thirty-eight and e half degrees East eight perches, South half degree West six perches, South fifty-nine degrees East ten perches, North twelve degrees East thirteen perches, North sixty-nine degrees East, fourteen perches, South eighty-three and three-quarter degrees East, eighteen perches, South sixty-six and a half degrees East eight perches, South twenty-one and three-quarter degrees East, five perches, South fourteen and a quarter degrees East ten perches, South eighteen degrees West five perches, South fifty-two and three-quarter degrees West ten perches, South twenty-five and a quarter degrees West eleven perches, South twenty-three and three-quarter degrees East twenty perches, South twenty-eight and a quarter degrees West eight perches, South eighty-four and three-quarter degrees West six perches, South fifty-four and three-quarter degrees West six perches, South nineteen and three-quarter degrees West seven perches, South sixteen and a half degrees East six perches, South thirty-two degrees East fifteen perches, then North nineteen and a half degrees East, seventy

perches, to interseot the fifth line of "Bachelor's Hope", then bounding on said land reversely, with three-quarters of a degree allowanoe for variation, South sixty-five and three-quarter degrees East forty perches, South eighty-two and three-quarter degrees East twenty-nine perches, North forty-four and a quarter degrees East fourteen perches, North eighty-nine and one-quarter degrees East twenty-two and a half perches to the beginning. Containing seventy-three aores two roods and thirty-three perches of land, aoooràing to the Certifioate of Survey thereof taken and returned into the Land Offioe, bearing date the twelfth day of October, eighteen hundred and sixty, and there remaining.

c. A traot of land described as follows:

BEGINNING for the same at a stake planted in Holly Run Cove at the end of the eighth line of that part of said land marked on a plat filed with the Trustees' report of sale in the oase of Eleanor Thomas, et al. versus Samuel Thomas, et al. in the Cirouit Court for Anne Arundel County, in Equity, as the First Part and running thence north eighteen and three-quarters degrees East one hundred and three-quarters perches to the edge of the Patapsoo River thence North forty degrees, West twenty-six perches, North fifty-six degrees west twenty-eight perches, North sixty-four and three-quarters degrees west eight perches, thenoe leaving said River south nineteen and a quarter degrees west thirty-four perches, to the small Channel thence South thirty-five and three-quarters degrees west eight and six-tenths perches, to a stake on the south side of said Channel and at the end of the twentieth line of said First Part reverse thereof south thirty-nine degrees East fifteen perches, south eight degrees East five perches, south twenty-three and a half degrees, east seven and a half perches south forty and a half degrees east twelve perches, south sixty-three and a half degrees east eight perches, South fifty-four degrees east seven perches, south thirty-nine degrees, east six perches, South fifteen degrees west fourteen perches, south sixty degrees west eight perches, south thirty-one and a half degrees, west eight perches, South ten degrees west eight perches, South twenty-four degrees East twenty perches to the plaoe of beginning; oontaining twenty-two and three-quarters aores of land more or less.

2. That prior to his death, Sweetser Linthioum oonveyed to Herman Haupt the right to maintain a pipe line and telegraph line through said land.

3. That by deed dated January 8, 1903 and recorded among the Land Reoords of Anne Arundel Co., in Liber G.W.No. 28, fol. 415, Sweetser Linthicum conveyed oertain rights-of-way through the aforesaid land.

4. That being seized of the residue of said tracts of land Sweetser Linthioum by Item 14 of his will duly probated and reoorded in the Offioe of the Register of Wills of Anne Arundel County, devised the same unto his sons, J. Charles Linthicum and William Linthicum for the term of twenty-five years, acoounting from the death, marriage, or relinquishment of his wife, in trust to pay the inoome as therein provided, and at the expiration of said twenty-five years to his children and desoendants then living as provided therein.

5. That Complainants are advised and aver that the remainders over to the children and desoendants of the said Sweetser Linthioum under Item 14 of his said will were void and that at the death of the said Sweetser Linthicum vested remainders in the above desoribed land, passed to his heirs-at-law, subject to the life interest of his wife, Laura Ellen Smith Linthioum, who died August 13, 1910.

6. That Sweetser Linthicum left surviving the following heirs-at-law: Elizabeth Valerie Benson, a daughter; James Smith Linthioum, a son; Anne Sweetser Linthicum Shipley, a daughter, William Linthioum, a son; Asa Shinn Linthioum, Jr., and Joseph Benson Linthioum, grandsons, both children of Asa Shinn Linthioum, who predeceased his father, Sweetser Linthioum; Sweetser Linthioum, Jr., a son; J. Charles Linthioum, a son; Seth Hanoe Linthioum, a son; G. Milton Linthioum, a son; Wade Hampton Linthioum, a son.

7. That Elizabeth Valerie Benson died January 4, 1934, her husband, Joseph Kelly Benson, having predeceased her, and by her will duly probated and recorded in the Office of the Register of Wills for Baltimore City devised and bequeathed all of her property to her husband for life and after his death, bequeathed the sum of $600.00 to her daughter, Mary B. Harlan; the sum of $3500.00 to her grandchildren, Elizabeth L. Benson, Edith Benson and Irene Benson to be equally divided between them as set forth in said will, and all the residue of her property, including the land above described, to her three children, Sweetser L. Benson, Charles Edgar Benson, and George McGaw Benson, share and share alike to the extent of $1600.00 each and the balance equally to her grandchildren living at the time of her death, with the exoeption of Elizabeth Benson, Edith Benson and Irene Benson.

Complainants are advised that the legacies under the will of Elizabeth Valerie Benson have not been paid and therefor, Elizabeth Benson, now known as Elizabeth Linthioum Benson Wallace, Edith Benson, now known as Edith M. Benson Hamberger, Irene Benson, now known as Irene Benson Webster are parties complainant herein.

8. That Sweetser L. Benson died intestate September 22, 1928, leaving surviving him as his sole heirs-at-law, his wife, Eudora Benson; a daughter, Helen Aletta Benson Gambrill; a son, Robert L. Benson; a daughter, Lucille Benson Richardson.

9. That Helen Aletta Benson Gambrill died, intestate, December 10, 1939, leaving surviving her as her sole heirs-at-law, Helen Gambrill Goldsborough, a daughter, and William Edwards Gambrill, her husband.

10. That Eudora Benson died in 1944, intestate, leaving surviving her as her sole heirs-at-law, Robert L. Benson, Lucille Benson Richardson, and Helen Gambrill Goldsborough.

11. That George McGaw Benson died, intestate, on March 20, 1940, leaving surviving as his sole heirs-at-law, Edith Garrett Benson, his widow; and Edith Benson Cook, a daughter.

12. That Charles Edgar Benson died, intestate, October 30, 1935, leaving surviving him as his sole heirs-at-law, Angela Keenan Benson, his widow; and Adrienne T. Cunningham, a daughter.

13. That Elizabeth Valerie Benson was survived by the following grandchildren: Edith Benson Cook, Adrienne T. Cunningham, Robert L. Benson, Lucille Benson Richardson and Helen Aletta Benson Gambrill, now deceased, and that said grandchildren, together with Helen Gambrill Goldsborough, daughter of Helen Aletta Benson Gambrill, and William Edwards Gambrill, husband of Helen Aletta Benson Gambrill, are entitled to the residue of the estate of Elizabeth Valerie Benson after payment of the legacies provided for in her will.

14. That James Smith Linthicum died June 12, 1912, and by his will duly probated and recorded in the Office of the Register of Wills for Baltimore City, devised all his property to his wife, Sallie Linthicum, also known as Sarah McClelland Linthicum during her life or until her remarriage or relinquishment and upon her death, marriage or relinquishment to his children Blanche L. Crapp and Mary E. West, if surviving, the issue of a deceased child to take per stirpes.

15. That Sallie Linthicum, also known as Sarah McClelland Linthicum, died February 19, 1923, her children, Blanche L. Crapp and Mary E. West, surviving her.

16. That Mary E. West by deed dated October 10, 1929 recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 56, folio 254 and among the Land Records of Baltimore County in Liber L. McL.M. No. 842, folio 483, conveyed unto Blanche L. Crapp all of her right, title, and interest in the land, the subject of these proceedings.

17. That John R. West, the husband of Mary E. West died February 27, 1925.

18. That Anne Sweetser Linthicum Shipley died August 13, 1936, her husband, Richard Luther Shipley, having predeceased her, and by her will duly probated and recorded in the Office of the Register of Wills for Anne Arundel County, she devised all the rest and residue of her property including the land hereinabove described to her four children, Irene A. Shipley, also known as Irene Amande Shipley; R. Luther Shipley, Jr.; Grover C. Shipley, also known as Grover Cleveland Shipley; and Laure S. Roberts, also known as Laura Linthicum Shipley Roberts.

19. That William Linthicum died February 24, 1934, his wife, Adele T. Linthicum, having predeceased him, and by his will duly probated and recorded in the Office of the Register of Wills for Baltimore City devised the rest and residue of his property including his interest in the land hereinabove described unto his descendants living at the death of his wife.

20. That William Linthicum was survived by the following nine children who took an interest in the land hereinabove described under his will: Elizebeth Valerie Linthicum; Laura E. Linthicum Herzog; Thomas L. Linthicum; William Charles Linthicum, now deceased; Walter J. Linthicum; Margaret Linthicum Mansfield; Anne E. Linthicum Corbett; Sada Linthicum Hartman, now deceased; Seth S. Linthicum.

21. That William Charles Linthicum died April 7, 1944 and by his will duly probated and recorded in the Office of the Register of Wills for Baltimore City, he devised the rest and residue of his property including his interest in the property hereinabove described, unto Virginia Whitehurst, also known as H. Virginia Linthicum, who was the wife of William Charles Linthicum at the time of his death. That H. Virginia Linthicum renounced all bequests and devises under her husband's will and elected to take in lieu thereof her legal share of both real and personal estate including her share in the above described property.

22. That William Charles Linthicum, in addition to his wife, the said H. Virginia Linthicum, left surviving him as his sole heirs-at-law, his three children, William Perry Linthicum, Helen Anne Linthicum and Virginia Adele Linthicum.

23. That Sada Linthicum Hartman, daughter of William Linthicum, died intestate, November 14, 1938 and left surviving her as her sole heirs-at-law, her husband, Stanley E. Hartman, and a son, Charles Edward Hartman.

24. That Asa Shinn Linthicum, Jr., single, died July 2, 1911, and by his will duly probated and of record in the Office of the Register of Wills for Baltimore City devised all his property to his mother, Iola G. Linthicum, including his interest in the property hereinabove described.

25. That Iola G. Linthicum married Peter Stevens and subsequently died May 6, 1937 leaving her said husband surviving her, and by her will duly probated and recorded in the Office of the Register of Wills for Baltimore City devised all her property including her interest in the property hereinabove described unto her son Joseph B. Linthicum, his child or children.

26. That Joseph B. Linthicum has at present one living child, Virginia Linthicum, an infant, nineteen years of age, a party defendant herein, and his unborn children are also made parties defendant herein and it is intended by these proceedings to bind the interests of any unborn children of the said Joseph B. Linthicum.

27. That Peter Stevens died March 22, 1941 and by his will duly probated and recorded in the Office of the Register of Wills for Baltimore City devised and bequeathed the residue of his estate, including his interest in the property above described, acquired as the surviving husband of Iola G. Stevens, unto William C. Stevens, his son by a former marriage.

28. By deed dated April 26, 1944 and recorded among the Land Records of Baltimore City in Liber M.L.P. 6592, folio 159 and by deed dated February 6, 1950, and recorded among the Land Records of Baltimore City in Liber M.L.P. 8008, folio 140, William C. Stevens and Grace W. Stevens, his wife, conveyed all of their interest in the property above described unto Joseph B. Linthicum.

29. That Sweetser Linthicum, Jr., died April 13, 1935, intestate, his wife, Sarah Crisp Linthicum, having predeceased him and leaving surviving him as his sole heirs-at-law, his daughters, Sarah Louise Linthicum and Eleanor Linthicum Woodruff.

30. That J. Charles Linthicum died October 5, 1932, and by his will duly probated and of record in the Office of the Register of Wills for Baltimore City, devised all the rest and residue of his property including his interest in the property above described to his wife, Helen A. Linthicum, for life and at her death, to be divided into five equal parts of which his brother, Seth H. Linthicum should have two-fifths absolutely; his brother, G. Milton Linthicum, should have one-fifth absolutely; and the remaining two-fifths were devised unto The Mercantile Trust Company of Baltimore, Maryland, to invest the same, and pay from the principal and income unto his two brothers, Sweetser Linthicum and W. Hampton Linthicum, the sum of seventy-five dollars per month and from and after their respective deaths the balance remaining to them respectively to be equally divided among their children and the child or children of any deceased child or children per stirpes. The said Helen A. Linthicum, wife of J. Charles Linthicum, renounced the devises under the will of her said husband and elected to take in lieu thereof her dower in lands.

31. The said Helen A. Linthicum died February 4, 1944. The said Sweetser Linthicum also known as Sweetser Linthicum, Jr., died as hereinabove mentioned and the said W. Hampton Linthicum died as hereinafter mentioned.

32. That G. Milton Linthicum died July 18, 1935 and by his will duly probated and recorded in the Office of the Register of Wills for Baltimore City, devised all the rest and residue of his property unto his brother J. Charles Linthicum, and the Colonial Trust Company of Baltimore City and their successors, in trust, to pay the income and such portion of corpus as they might deem advisable unto his wife, Lillian H. Linthicum, for and during the term of her natural life and from and after the death of his said wife, to pay the income and such part of the corpus as they may deem advisable unto his two children, Howland Linthicum and Lillian Linthicum Strobel and upon the death of either of his said children to pay the remainder unto the child or children of said deceased child, and with power in said Trustees to sell and dispose of any part of said estate. That J. Charles Linthicum predeceased G. Milton Linthicum and said Colonial Trust Company was relieved of said trusts under an order of the Circuit Court of Baltimore City passed April 16, 1941, in a cause entitled, "In the Matter of the Trust Estate Created Under the Will of G. Milton Linthicum, Deceased," by which order The Fidelity Trust Company was appointed Substituted Trustee under said will.

33. That Lillian Linthicum Strobel predeceased her father, the said G. Milton Linthicum, leaving surviving her, one child, Lillian Strobel Dinning. That Lillian H. Linthicum died February 4, 1950, and upon her death, one-half of the share of the said G. Milton Linthicum in the property herein described vested in Lillian Strobel Dinning absolutely.

34. That The Fidelity Trust Company, Substituted Trustee under the will of G. Milton Linthicum, Howland Linthicum and Lillian Strobel Dinning, the only grandchild of G. Milton Linthicum now in being are all made parties defendant herein and it is intended by these proceedings to bind the interests of any unborn grandchildren of the said G. Milton Linthicum.

35. That Seth Hance Linthicum is a party complainant herein.

36. That Wade Hampton Linthicum died, intestate, August 26, 1945, and left surviving him as his sole heirs-at-law, his wife, Mary Delmah Linthicum, and his three children, Sweetser Linthicum, Matilda Linthicum Vickrey, and Mary Delmah Linthicum.

37. That there is exoepted from the tracts of land hereinabove desoribed all thet portion thereof desoribed in a deed dated October 11, 1917, and recorded among the Land Reoords of Baltimore County in Liber W.P.C. 490, folio 47, from Herman T. W. Heimiller, Attorney, et al., unto George Hoffman, et al., and in a deed dated November 7, 1913, recorded among the Land Records of Baltimore County in Liber W.P.C. No. 420, folio 591, from Margaret E. Coan to Abbott L. Penniman, Jr. There is also exoepted from the land hereinabove desoribed all that portion thereof which by deed dated November 10, 1911 and recorded among the Land Reoords of Baltimore County in Liber W.P.C. 369, folio 237 and among the Land Reoords of Anne Arundel County in Liber G.W. 88, folio 457, was granted and conveyed by Seth H. Linthioum, Exeoutor, et al., unto Washington, Baltimore and Annapolis Eleotrio Railroad Company, et al., and whioh by deed dated Deoember 18, 1926 and recorded among the Land Records of Baltimore County in Liber W.P.C. No. 639, folio 550, was granted and conveyed by J. Charles Linthioum and William Linthioum, Trustees, unto Thomas W. Pumphrey and wife; and which by deed dated April 24, 1907, and reoorded among the Land Reoords of Baltimore County in Liber W.P.C. 315, folio 217, and among the Land Reoords of Anne Arundel County in Liber G.W. 54, folio 448, was granted and conveyed by Laura E. Linthioum, et al., unto Washington, Baltimore and Annepolis Eleotrio Railway Company and which by deed deted May 15, 1931 and recorded among the Land Reoords of Anne Arundel County in Liber F.S.R. 88, folio 213, and among the Land Reoords of Baltimore County, in Liber W.P.C. 871, folio 306, wes granted and oonveyed by J. Charles Linthioum, et al., unto Susquehanna Transmission Company; and whioh by deed dated Maroh 21, 1908, and recorded among the Land Reoords of Anne Arundel County in Liber G.W. No. 58, folio 460, was grented and oonveyed by Laura E. Linthioum, et al., unto Henry Mimmler.

38. That the parties complainant and defendant herein are elso seized of the right to use an easement or right-of-way twelve feet wide binding on and along the south outline of the fast lend, formerly belonging to Thomas W. Pumphrey and extending from the marshlend area desoribed in Paragraph 1-A hereof to the Westport-Annapolis Road as more particularly referred to in a deed and agreement dated Deoember 18, 1926 end recorded among the Land Reoords of Beltimore County in Liber W.P.C. 639, folio 550, between J. Charles Linthioum and William Linthioum, Trustees and Thomas W. Pumphrey end Fannie E. Pumphrey. The said easement and other interests acquired by the parties hereto under said deed are part of the subject matter of these proceedings.

39. That by deed dated Maroh 21, 1908 and recorded among the Land Reoords of Anne Arundel County in Liber G.W. No. 58, folio 478, Henry Mimmler and Annie Mimmler, his wife, relinquished all their right, title, and interest in a portion of the lands, the subjeot of these proceedings as more particularly desoribed in said deed. That said relinquishment inured to the benefit of all the parties oomplainant and defendant in these proceedings.

40. That there is pending in the Circuit Court for Anne Arundel County, Maryland, a case entitled "Robert M. Reindollar, Chairman, Joseph M. George and Russell H. McCain, Constituting the State Roads Commission of Maryland, acting for end on behalf of the State of Maryland, versus Seth H. Linthioum and Mary P. Linthioum, his wife, et el.", number 1636 Law, wherein the plaintiffs seek to oondemn an easement for the purpose of depositing dredged material on a portion of the lands hereinabove desoribed in Paragraph 1-b hereof as more partioularly set forth in the petition and amended petition filed in said oase. Thet the lands, the subjeot of these proceedings, are subjeot to whetever rights the plaintiffs in the above entitled oase may have or aoquire by reason of the institution of said case.

41. That all of the defendants hereto are residents of the State of Maryland, exoept Elizabeth Valerie Linthioum end Margaret Linthioum Mansfield, who are residents of the Distriot of Columbia; and all unknown children, desoendants, heirs-at-law, legatees, distributees, devisees, next of kin, widows and widowers and personal representatives whether resident of the State of Maryland or not of any of the defendants who may be deoeased are made parties defendant herein.

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42. That although your Orators have made diligent and unremitting search for the parties entitled to interests in the land which is the subject of these proceedings, it is possible that there may be other persons unknown to your Orators who may claim rights or interests therein and your Orators have therefore, made parties defendant herein any and all unknown persons whether resident of the State of Maryland, or not, or bodies corporate who may be interested in or may claim any interest in the property mentioned and described in this bill of complaint.

43. That because of the differences in the various interests owned by the parties hereto, the fee-simple real estate hereinabove described is not susceptible of partition in kind without material loss or injury to the parties concerned, cannot be divided without loss or injury and that it would be advantageous to the parties concerned if said fee-simple real estate were sold and the proceeds derived from the sale thereof were divided among the parties hereto according to their respective interests.

The relief asked for is:

1. That a decree may be passed for the sale of said fee-simple real estate.

2. That a trustee or trustees may be appointed to make said sale subject to the order of the Court.

3. That the trustee or trustees appointed by the Court be authorized to give notice to all persons having claims against Sada Linthicum Hartman, deceased, Wade Hampton Linthicum, deceased, and Eudora Benson, deceased, to file the same in this Court within a time named therein or be excluded from all interest in the lands, the subject of these proceedings.

4. That the proceeds of said sale may be disposed of among the parties entitled thereto according to their respective interests.

5. That, your Orators, be granted such other and further relief as the nature of this case may require.

It is thereupon this 6th day of June, 1950, by the Circuit Court for Anne Arundel County, in Equity, Ordered that the complainants, by causing a copy of this Order to be inserted in some newspaper, having a general circulation in Anne Arundel County once a week for four successive weeks before the 6th day of July, 1950, give notice to said non-resident defendants, and to any and all unknown children, descendants, heirs-at-law, legatees, distributees, devisees, next of kin, widows, and widowers and personal representatives, whether resident of the State of Maryland or not, of any of the defendants who may be deceased, and to any and all unknown persons whether resident of the State of Maryland or not, or bodies corporate who may be interested in, or may claim any interest in the property sought to be sold and particularly mentioned and described in this bill of complaint, of the object and substance of this bill of complaint, warning them and each of them to be and appear in this Court, in person or by solicitor, on or before the 21st day of July, 1950, to show cause, if any, they or any of them may have why a decree should not be passed as prayed.

Benjamin Kirchardson
Judge.

True Copy --- Test. John H. Hopkins 3rd.
Clerk.

Sweetzer Linthicum his patent } The State of Maryland, to all persons
378¾ acres Linthicum's "Comet" } to whom these presents shall come, Greeting
Know ye, that whereas Sweetzer Linthicum of Baltimore County, had
surveyed and laid out for him a tract or parcel of Land called
"Linthicum's Comet," lying in the county aforesaid and containing
three hundred and seventy-eight and three-quarters acres, by virtue of
a Special Warrant for three hundred acres, obtained by him from
the Land Office of Maryland, bearing date the twenty-fourth day
of September eighteen hundred and sixty, as appears, and the said Sweet-
zer Linthicum having fully compounded for the said land ac-
cording to Law. The State of Maryland doth therefore hereby grant
unto him the said Sweetzer Linthicum the said tract or parcel of
land called "Linthicum's Comet," lying in Baltimore County afore-
said, Beginning for the same at a stone heretofore planted for
the beginning of a tract of Land called "Noales Quarter" and a tract
of land called "Leicestershire," and running thence bounding on the
last mentioned tract with one degree allowance for variation, South
twenty-eight degrees and forty-five minutes East thirteen perches, South
eighty degrees East sixty-two perches, South twenty-six degrees East ten
perches, South thirty-four degrees East eight perches, South forty-nine degrees
and thirty minutes East eight perches, North seventy-nine degrees and
forty-five minutes East eleven perches, South twenty-eight degrees and
forty-five minutes East twenty-one perches, South fourteen degrees East
ten perches, South three degrees West fourteen perches, South twenty-eight degrees
West six perches, South forty-four degrees and thirty minutes West ten perches,
South thirty degrees and thirty minutes West twenty-six perches, South eighty
degrees West twenty-eight perches, North eighty-eight degrees West thirty-four
perches, South seventy-eight degrees West thirteen perches, North twenty-two
degrees West one perch, South seventy-six degrees West twenty perches, North
seventy-three degrees West fourteen perches, North eighty-nine degrees West sev-
en perches, North twenty-seven degrees West fifteen perches, North thirty-six
perches, to intersect the end of the South forty-eight degrees East one hun-
dred and forty perches line of a tract of Land called "Brother's Inheritance"
then running and bounding on said land reversely with one half
degree allowance for variation, North forty-eight degrees and thirty
minutes West one hundred and forty perches, North seventy-nine degrees
and thirty minutes West seventy-eight perches South fifty-four degrees
and thirty minutes West twenty-six perches, South eighty-five degrees
and thirty minutes West sixteen perches, North seventy-eight degrees
and thirty minutes West seventy-three perches, North eighty-nine
degrees West sixty-seven perches, South eighty-one degrees and thirty
minutes West nine perches, to intersect the eighth line of a tract
of Land called "Newport," then bounding on said land reversely

Complainants Exhibit A

the seven following courses, South thirteen perches, West thirty four perches, North thirteen degrees East twenty-three perches, West twenty-two perches, South six degrees West thirty-two perches, West seven perches, North one perch, then leaving the outlines of said land and running South eighty-four degrees West sixteen perches, South seventy-five degrees and thirty minutes West nine and one quarter perches, South sixty-seven degrees West thirty-six perches, South eighty-one degrees and thirty minutes West nine and one half perches, North forty-five degrees West eight perches, to intersect the third line of a tract of land called "Taylor's Lot" at the distance of eighty eight perches on said line, then bounding on said land reversely with three quarters of a degree allowance for variation, South forty five degrees and forty five minutes West, eighty-eight perches, South fifty-one degrees and forty-five minute West forty-eight perches, South forty-five degrees and forty five minutes West eighty five perches to a stone tree pointers for the beginning of said land, then running and bounding on a tract of land called "Renew" with one and a half degrees allowance for variation, North fifty-one degrees and thirty minutes East one hundred and fifty-eight perches, North fifty-seven degrees and forty-five minutes East thirteen and two-tenths perches, North sixty seven degrees East seven and seven-tenths perches, South eighty-nine degrees and thirty minutes East two and nine tenths perches South sixty three degrees and thirty minutes East seven perches, to the centre of the Channel of the Patapsco River, then running and bounding on the centre of said Channel, North fifty four degrees and thirty minutes East forty-eight perches, North seventy-seven degrees East one hundred perches, North eighty-one degrees and thirty minutes East seventy-two perches, North seventy-five degrees East two hundred and twenty-eight perches, South sixty-one degrees East twenty-four and one half perches, South forty six degrees and thirty minutes East thirty and one half perches South twenty-one degrees and thirty minutes East eighty-seven perches to the centre of the main or Deer Creek Bridge, then still bounding on the centre of the Channel of the said Patapsco River, South sixty-four degrees and thirty minutes East eighty-six perches, East eighty-two and one half perches, North fifty-seven degrees East thirty-six perches, North forty-one degrees and fifteen minutes East three hundred and sixty-four perches, to an old Bridge called Nobbs Bridge, then South fifty-two degrees West seventy three perches, to the West end of the abutment of said Bridge and to the edge of the shore of said river, then bounding on the main shore of said River, South thirty four degrees and thirty minutes West eight perches, to a point of land forming a cove, South eighty-three degrees thirty minutes West sixty-and one-half perches, to the most Eastern point of a point of land on the South West side of said cove, then bounding on the main shore, and also on a tract of land called

Krebb's and Warner's Terra Firma," with two degrees allowance for variation, South seventy-nine degrees West three perches, South seventy-eight degrees West thirteen perches, West five perches, South seventy-six degrees West twenty-two perches, South eighty-three degrees West fifteen perches, South twenty-five degrees and thirty minutes West seven and one quarter perches, to intersect the line of a tract of land called "Jobs Beginning" then bounding on said land South twenty degrees and thirty minutes East seven and one half perches, South thirty-four degrees and thirty minutes West fourteen perches South sixty degrees and thirty minutes West thirty perches, South nineteen degrees West one hundred and thirty perches, to a point supposed to be the beginning of said land, then running and bounding on the given line of the aforesaid tract of land called "Moales Quarter," South eighty-nine degrees and thirty minutes West one hundred and twelve perches, to intersect the end of the first line of this Survey, then bounding on said line reversely North twenty-eight degrees and forty-five minutes West thirteen perches, to the Beginning, containing three hundred and seventy-eight and three-quarters acres of land, according to the Certificate of survey thereof taken and returned into the Land Office, bearing date the eleventh day of October eighteen hundred and sixty, and there remaining, Together with all rights, profits, benefits and privileges thereunto belonging. To Have and To Hold the same unto him the said Sweetzer Linthicum his heirs and assigns forever. Given under the Great Seal of the State of Maryland this fifth day of August eighteen hundred and sixty-one

Tho N. (The Great Seal) Nicks

Land Office of Maryland

I certify that the aforegoing patent is proper to be issued. In testimony whereof I have hereunto set my hand and affixed the seal of the Land Office of Maryland this fifth day of August eighteen hundred and sixty-one

(The Land Office of Maryland)

William L. W. Seabrook
Commissioner of the Land Office

Blanche L. Crapp et al
Vs
Laura E. Linthicum Herzog
et al

Examiner's Exhibit 1 with testimony on behalf of Plaintiff. Filed 2/24/51
E. Klawans
Examiner

Land Office of Maryland, Sct:

I Hereby Certify, *that the aforegoing is a true* photostat *Copy of* the Patent of "Linthicums Comet", containing 378-3/4 acres, which was patented to Sweetzer Linthicum August 6, 1861, as taken from Liber WLWS # 2, folio 8; one of the original record books on file in this Office.

In testimony whereof, *I have hereunto set my hand and affixed the Seal of the Land Office of Maryland, this* First day of November, Nineteen hundred and forty nine.

J Lee Ball
Commissioner of the Land Office.

Sweetzer Linthicum, his Patent 78. 2. 33 "Linthicum's Discovery" } The State of Maryland, to all persons to whom these presents shall come greeting:

Know ye, that whereas Sweetzer Linthicum, of Baltimore County had surveyed and laid out for him a tract or parcel of land called "Linthicum's Discovery" lying partly in Baltimore County and partly in Anne Arundel County and containing seventy-three acres, two roods and thirty-three perches, by virtue of a Special Warrant for three hundred acres, obtained by him from the Land Office of Maryland, bearing date the twenty-fourth day of September eighteen hundred and sixty, as appears, and the said Sweetzer Linthicum having fully compounded for the said land according to Law. The State of Maryland doth therefore hereby grant unto him the said Sweetzer Linthicum, the said tract or parcel of land called "Linthicum's Discovery," lying partly in Baltimore County and partly in Anne Arundel County aforesaid, Beginning for the same at a point in the line that divides the land of Rezin Hammond from the Land of James Lucas said point being at the end of forty-seven and a half perches on the second line of a tract of land called "Bachelor's Hope", as now surveyed with three quarters of a degree allowance for variation, running thence North twenty perches (N. 20 ps.) to the centre of the Channel of the Patapsco River, then bounding on the centre of said Channel, North sixty-four and a half degrees West, seventy perches to the centre of the draw of Sweetzer's Bridge, still bounding on the centre of said Channel, North thirty-two degrees West, twenty-eight perches, North thirty-six and a half degrees West, twelve perches, North forty one and a half degrees West, eleven perches, North forty-eight degrees West, thirteen and half perches, North sixty degrees West, forty-five perches, North seventy-four and a half degrees West, forty perches, then leaving said Channel and running South nineteen and a half degrees West, four perches, to intersect the end of the South seventy-one and three quarters of a degree East one hundred and thirty-one and a half perches line of "Addition to Linthicum's Purchase," then bounding on the outlines of said land the thirty following courses and distances, with three fourths of a degree allowance for variation, viz: South twenty-five and three quarter degrees East, twenty-one and a quarter perches, South thirty degrees East, eight perches, South twenty-seven and three quarters degrees East, twelve perches, South thirty-five and

Complainant's Exhibit B

three-quarter degrees East, thirty-two perches, South eighty-two and a half degrees West, nine perches, South sixteen and a half degrees West, five perches, South eighty-seven and three-quarter degrees West, eight perches, South thirty-nine and a half degrees West, nine perches, South fifty-three and a quarter degrees East, twelve perches, South sixty-six and three-quarter degrees West, twelve perches, South twelve degrees East, six perches, South thirty-eight and a half degrees East, eight perches, South half degree West, six perches, South fifty-nine degrees East, ten perches, North twelve degrees East, thirteen perches, North sixty-nine degrees East, fourteen perches, South eighty-three and three quarter degrees East, eighteen perches, South sixty-six and a half degrees East, eight perches, South twenty-one and three-quarter degrees East, five perches, South fourteen and a quarter degrees East, ten perches, South eighteen degrees West, five perches, South fifty-two and three quarter degrees West, ten perches, South twenty-five and a quarter degrees West, eleven perches, South twenty-three and three-quarter degrees East, twenty perches, South twenty-eight and a quarter degrees West, eight perches, South eighty-four and three-quarter degrees West, six perches, South fifty-four and three-quarter degrees West, six perches, South nineteen and three-quarter degrees West, seven perches, South sixteen and a half degrees East, six perches, South thirty-two degrees East, fifteen perches, then North nineteen and a half degrees East seventy perches, to intersect the fifth line of "Bachelor's Hope," then bounding on said land reversely, with three quarters of a degree allowance for variation, South sixty-five and three-quarter degrees East, forty perches, South eighty-two and three-quarter degrees East, twenty-nine perches, North forty-four and a quarter degrees East, fourteen perches, North eighty-nine and one-quarter degrees East, twenty-two and a half perches to the beginning, containing seventy-three acres two roods and thirty-three perches of land, according to the Certificate of Survey thereof taken and returned into the Land Office, bearing date the twelfth day of October eighteen hundred and sixty, and there remaining Together with all rights, profits, benefits and privileges thereunto belonging. To Have and To Hold the same unto him the said Sweetzer Linthicum, his heirs and assigns forever. Given under the Great Seal of the State of Maryland, this fifth day of August, eighteen hundred and sixty-one.

Thos. H. (The Great Seal) Hicks

Land Office of Maryland

I certify that the aforegoing patent is proper to be issued. In testimony whereof I have hereunto set my hand and affixed the seal of the Land Office of Maryland this fifth day of August eighteen hundred and sixty-one -

(The Land Office of Maryland)

William L. W. Seabrook
Commissioner of the Land Office

LIBER 98 PAGE 36

Blanche L. Crapp, et al
vs
Laura E. Linthicum Herzog, et al

Examiner's Exhibit No. 2
with testimony on behalf of
plaintiff, filed 2/24/57
E. Lawrence
Examiner

Land Office of Maryland, Sct:

I Hereby Certify, *that the aforegoing is a true photostat Copy of* the Patent of "Linthicums Discovery", containing 73 acres, 2 roods and 33 perches, which was patented to Sweetzer Linthicum August 5, 1861, as taken from Liber WLWS # 2, folio 6; one of the original record books on file in this Office.

In testimony whereof, *I have hereunto set my hand and affixed the Seal of the Land Office of Maryland, this* First day of November, Nineteen hundred and forty nine.

J. La Ball
Commissioner of the Land Office.

THIS DEED made this twenty ninth day of September eighteen hundred and seventy three between Thales A. Linthicum of Baltimore City and State of Maryland Trustee as hereinafter mentioned of the first part and Sweetser Linthicum of Anne Arundel County and State of Maryland of the other part, Whereas by a decree of the Circuit Court for Anne Arundel County sitting in equity bearing date the first day of November eighteen hundred and sixty seven and passed in a cause in said Court between Eleanor Thomas etc. complainants and Samuel Thomas et al defendants, the real estate in the proceedings in said cause mentioned was decreed to be sold. And thereafter by order of said Court passed in said cause the said Thales A. Linthicum was appointed Trustee to make said sale in place of the Trustee named in said decree who declined to act thereunder. And the said Thales A. Linthicum Trustee having complied with the previous requisites of said decree and order has sold unto the said Sweetzer Linthicum all that part of the real estate in said cause mentioned which is hereinafter described at and for the sum of Five Hundred and eighty sixs 95/100 dollars. And said sale having been duly reported to and finally ratified and confirmed by said Court and the purchase money aforesaid having been fully satisfied and paid to the said Trustee he is by said decree and order authorized to execute these presents. Now therefore this deed witnesseth that the said Thales A. Linthicum Trustee as aforesaid for and in consideration of the premises aforesaid doth grant and convey unto the said Sweetzer Linthicum his heirs and assigns in fee simple, all the estate right title and interest of all the parties to the aforesaid cause of in and to all that piece or parcel of land situate and being in Anne Arundel County aforesaid being all that part of the real estate as aforesaid decreed to be sold distinguished and marked on the plat of survey filed with the Trustees report as thereof, at the "Second Part" and particularly described by metes and bounds courses and distances set forth and contained in said plat and description thereon written which is described as follows viz Beginning for

Re-filed 19 Oct. 1951

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the same at a stake planted in Holly Run Clove at the end of the eighth line of that part of said land marked on said plat as the First Part and running thence north eighteen and three quarters degrees East one hundred and three quarters perches to the edge of the Patapsco River thence North forty degrees, West twenty-six perches, North fifty six degrees west twenty eight perches north sixty four and three quarters degrees west eight perches thence leaving said River south nineteen and a quarter degrees west thirty four perches to the small Channel thence South thirty five and three quarters degrees west eight and six tenths perches to a stake on the south side of said Channel and at the end of the twentieth line of said First Part reverse thereof south thirty nine degrees East fifteen perches, south eight degrees East five perches, south twenty three and a half degrees, east seven and a half perches south forty and a half degrees east twelve perches, south sixty three and a half degrees east eight perches, South fifty four degrees east seven perches, south thirty nine degrees, east six perches, South fifteen degrees west fourteen perches south sixty degrees west eight perches south thirty one and a half degrees, west eight perches, South ten degrees west eight perches, South twenty four degrees East twenty perches to the place of beginning containing twenty two and three quarters acres of land more or less. Together with the improvements thereupon being and rights privileges advantages and appurtenances thereto belonging or in anywise appertaining. To have and to Hold the land and premises above described with its appurtenances aforesaid unto and to the use of the said Sweetser Linthicum his heirs and assigns forever in fee simple,

IN WITNESS whereof the said Thales A. Linthicum Trustee as aforesaid hath hereto set his hand and seal on the day and year first above written.

Signed Sealed and delivered in the presence

of Geo. McCaffray Thales A. Linthicum (SEAL)

Trustee

STATE OF MARYLAND City of Baltimore, to wit:

I HEREBY CERTIFY that on this twenty ninth day of September eighteen hundred and seventy three before the subscriber a Justice of the peace of the State of Maryland in and for Baltimore City aforesaid personally appeared Thales A. Linthicum Trustee as within named and acknowledged the aforegoing deed to be his act and deed.

Geo McCaffray J.P.

STATE OF MARYLAND, BALTIMORE CITY, SCT,

I HEREBY CERTIFY that Geo McCaffray Esquire before whom the annexed acknowledgment was made and who had thereto subscribed his name, was at the time of so doing, a Justice of the peace of the State of Maryland in and for the City of Baltimore duly commissioned and sworn.

(SEAL)

IN Testimony whereof I Hereto set my hand and affix the seal of the Superior Court of Baltimore City this 29th day of Sept.A.D. 1873.

Geo Robinson Clerk of the Superior Court of Baltimore City

Recorded 2 December, 1873.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY SCT:

I HEREBY CERTIFY, That the aforegoing Deed is truly taken and copied from Liber S.H. No. 8, folio 104, 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 3rd day of November, A.D., 1949.

John H. Hopkins 3rd Clerk

Recorded in Liber R. B. No. 1, folio 296, etc.
Filed May 2, 1905

In the name of God, Amen!

I, Sweetser Linthicum, of Anne Arundel County, in the State of Maryland, do make this my last Will and Testament in the manner following, to wit:

After the payment of all my just debts and funeral expenses, I give, devise and bequeath my property as follows:

(a) I direct that my executors pay unto Sarah Linthicum, wife of my son James, the sum of Five hundred dollars, in payment of money lent by her unto Joseph K. Benson, and which he did not pay, but which I have deducted from his wife's share in my estate; and I direct that it shall be treated by my executors as though it were my debt and all provisions herein as to payment of debts shall apply to the same.

(1) I give and bequeath unto my beloved wife, Laura E. Linthicum, all my household furniture and effects of every kind; also any one of my horses she may choose and my jagger and set of buggy harness, and also my house and lot located in the City of Baltimore at the corner of Columbia Avenue, Portland and Greene Streets and known as No. 600 Columbia Avenue, absolutely and forever.

(2) I give, devise and bequeath unto my said wife, all my real and the balance of my leasehold property of every kind and description and wheresoever situated, for and during the term of her natural and unmarried life, in Trust to collect the rents, profits and income derived therefrom and the same to appropriate after payment of taxes and other expenses thereon, to her own use, in such manner as she may deem proper, and from and immediately after the death of my said wife, or from and immediately after her marriage, whichever event shall first take place, or should she choose to relinquish her life estate therein, then from and immediately after such relinquishment, I give, devise and bequeath my said real and leasehold property unto my children and the trustees of my grand children as hereinafter set forth; subject, however, to the charges levied by me upon the interest of certain of my said children and the trustees of my grandchildren, as mentioned in the succeeding paragraphs hereof.

S. L.

Complainants Exhibit D

Examiner's Exh. 4
R. Klawan 4/24/57

Re-filed 19 Oct, 1951

(3) In the following peregraphs and items it hes been my desire to aqually divide my property and whereas I have heratofore advanced unto certain of my children sums of money on account of their respective inheritances and in other instances have loaned them certain money or they have bacome indabtad unto me, I therefore find it necessary in order to equalize matters between them, to require peyments to be made by certain ones and to bind their respective interests with the payment of the sama. I do therefore direct that my children and the trustees of my grendchildren make the payments in this paragraph hereinafter set forth within four months after the death, marriage or relinquishment of my said wife. And I do hereby charge the property hereinafter devised or bequeathed unto them raspectively with the payment thereof, to wit:

(a) I direct thet my sons, J. Charles Linthicum and Sweetser Linthicum, Trustees as herainafter set forth of my two grandsons, Joseph B. and Asa S. Linthicum, to pay unto my daughter, Annie S. Shipley, wife of R. Luther Shipley, the sum of six hundred and sixty-six dollars and sixty-six cents, with interest calculated thereon from January 1st, 1896, and thet my sons William and Sweetser Linthicum each pay unto my said daughter, Annie S. Shipley, the sum of six hundred and sixty-six dollars and sixty-six cents, with interest calculated thereon from January 1st, 1896, less such payment either of them make on account of the principal or interest and holds my said daughter's receipt therefor, the said charges being intended in payment of the notes of my deceased son Asa and my sons, William and Sweetser, now held by my said daughter Annie, and which, upon payment of said respective sums by said trustees and sons, said daughter Annie is hereby directed to surrender unto them.

(b) I direct that my said daughter Annie pay unto my executors the sum of two hundred and fifty dollars and that said J. Charles and Sweetser Linthicum, as trustees of my said grandsons, pay unto said executors the sum of two hundred and fifty dollars, being intended to equalize the value of the property herainafter devised unto them respectively.

(c) I direct that my son, G. Milton Linthicum, pay unto my executors the sum of eight hundred dollars and that my said son Sweetser pay my executors the sum of Five hundred dollars (600.), the payments made to my said executors to be used by them in payment of my debts, if any. If none, then to be divided

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among my children and the child or children of any deceased child or children, the child or children of any deceased child or children to take that to which the parent, if living, would be entitled.

(4) I give and devise unto my said daughter, Elizabeth V. Benson, a one-third undivided interest, and unto my son, G. Milton Linthicum, a two-thirds undivided interest, subject to the charge upon said Milton's interest, in and to all that tract of land known as the Johnson Farm and which is particularly described as follows: Beginning for the same at a large stone at the southwest corner of Holland's Choice and at the end of the third line of said land, as bounded by Commission; thence south seventy-three and three-quarter degrees west nine and three-quarter perches to a stone now planted at the most northern corner and at the end of the third line of the lot known as No. 1; thence bounding on said lot south nine and one-half degrees west one hundred and five perches to a stone now planted; thence south eighty-four and one-quarter degrees east one hundred and fifty eight perches to the middle of Donaldson's Bridge or Old Hammond's Ferry Road and to the end of the fifth line of said lot No. 1; thence leaving said lot and bounding on said road north two and one-half degrees west thirty-four and one-half perches north ten and one-half degrees west twelve perches north eleven and one-quarter degrees west twenty-eight and one-half perches to the fourth line of Holland's Choice as bounded by Commission; thence running and bounding on said line reversely north sixty-eight and one-quarter degrees west one hundred and thirty and one-half perches to the place of beginning. Containing eighty-three and a half acres of land more or less. Being lot No. 2 as surveyed by Amos R. Harman.

(5) I give and devise unto my said daughter, Annie S. Shipley, a one-half undivided interest, subject to the charge placed upon her interest, in and to all that tract of land known as a part of the Johnson Farm, particularly described as follows: Beginning for the same at a point in the Donaldson Bridge or Old Hammond's Ferry Road about eight feet easterly from a stone on the north side of a black oak tree standing on the west side of said road, it being the beginning of a division line between said Sweetser Linthicum's and R. Luther Shipley's lands; thence on said line north eighty-four and one-quarter degrees west two hundred and thirty-three perches to a post at the end of said line;

thence north twenty-three degrees one hundred and thirty-four and one-half perches to a stone heretofore planted; thence north seventy-three and three-quarter degrees east forty and one-half perches to a stone now planted; then leaving the outline of said Sweetser Linthicum's land and running south nine and one-half degrees west one hundred and five perches to a stone now planted; thence south eighty-four and one quarter degrees east one hundred and fifty-eight perches to intersect the outline of the whole land in the aforesaid road at the distance of thirty-nine and one-half perches from the first beginning; thence bounding on said road south two and one-half degrees east thirty-nine and one-half perches to said beginning. Containing eighty-three acres of land more or less. Being lot No. 1 as surveyed by Amos R. Harman.

(6) I give and devise the other one-half interest in and to that tract of land fully described in the fifth paragraph hereof as containing eighty-three acres and in which my daughter Annie is hereunder devised a half interest, unto my Two sons, J. Charles Linthicum and Sweetser Linthicum, in Trust nevertheless, to pay the charges hereby required of them as such trustees according to paragraph three hereof, and to that and they are hereby authorized and empowered to sell or mortgage the said half interest in said property (without application to any court for authority) and after the payment of said charges and the expense of the administration of this trust, the balance to distribute or divide equally among my two grandchildren, Joseph B. and Asa S. Linthicum, children of my deceased son, Asa, but if either of said grandchildren die before becoming so entitled, I will that his child or children, if any, shall be entitled to his portion. If no child or children then his surviving brother, if living. If dead, his brother's child or children, if any. But if both of my said grandchildren die before becoming so entitled, leaving no child or children, then I direct that the said trustees shall divide said property or money remaining in their hands among my children then living and the child or children of any deceased child or children, the child or children of any deceased child or children to take that to which the parent or parents if living, would be entitled.

(7) Whereas I have heretofore leased unto my son Sweetser Linthicum for the term of eight years a tract of land containing about one hundred and

six acres; one rood and ten perches and known as the west side of the Howard Farm with the privilege of purchasing the same at the sum of ten thousand six hundred and thirty-one dollars and twenty-five cents, I do therefor direct that should he avail himself of this option and purchase the said land, I give and bequeath unto my said son Sweetser and my son James S. Linthicum each the sum of three thousand dollars to be derived therefrom, subject however to the charge placed upon the portion of said Sweetser. But should the said Sweetser conclude not to avail himself of the right to purchase said land or should he default in said lease, and the same become void, then and in that event I do hereby give and devise, FIRST, unto my said son Sweetser, his heirs and assigns, all that part of said tract described as follows:- Beginning for the same at a white oak tree and stone on the south side of the Patapsco River and running thence with and binding on the first, second and third and part of the fourth lines north eleven and one-half degrees east one perch south eighty-six and one-quarter degrees east twenty perches south seventy and one-quarter degrees east fifteen perches south twenty-seven and one-quarter degrees east three perches; thence south fifteen and one-quarter degrees west one hundred and ninety-six and three-tenths perches until it intersects the fourteenth line in the deed; thence with and binding on said fourteenth line north sixty-seven degrees west twenty-one perches to a stone at the end thereof and thence with and bounding on the fifteenth line in the deed north eleven and one-quarter degrees east one hundred and ninety-three perches to the beginning. Containing thirty-five acres one rood and thirty-two perches of land more or less, according to description thereof made by R. T. Mavin. The said devise being made to the said Sweetser subject to the charge placed thereon according to paragraph three hereof.

And SECOND, unto my said son, James S. Linthicum, his heirs and assigns, all that part of said tract of land adjoining the place devised to said Sweetser described as follows: Beginning for the same at the end of three perches on the fourth line in a deed from William Linthicum to Sweetser Linthicum dated in 1866, and running thence with and binding on said fourth line south twenty-seven and one-quarter degrees east seventeen perches to the

end thereof; thence with and bounding on part of the fifth line in said deed south fifty-nine and one-half degrees east twenty-nine and one-half perches; thence south twenty-one and one-half degrees west one hundred and seventy-nine and six-tenths perches until it intersects the fourteenth line in the deed; thence with and binding on said fourteenth line north sixty-seven degrees west twenty-one perches and thence north fifteen and one-quarter degrees east one hundred and ninety-six and three tenths perches to the beginning. Containing thirty-five acres one rood and thirty perches of land more or less according to description thereof made by R. T. Mavin.

And I further direct that in the event of the death, marriage, or relinquishment of my said wife, beforethe expiration of said tenancy of eight years, and my said son Sweetser shall continue to occupy said property under the lease aforesaid, I direct that my said sons Sweetser and James shall each receive the annuel sum of one hundred and twenty dollars payable out of the rent in said lease mentioned and at the times therein specified for the payment of the same until the expiration, vacation or redemption of said lease, in order that they may be on equel terms with my other children by receiving an income from their property or estate until they acquire the principal thereof.

(8) I give, devise and bequeath unto my son William Linthicum, his heirs and assigns, a three-eighths interest, subject to the charge on his interest, and unto my son, J. Charles Linthicum, his heirs and assigns, a five-eighths interest, in and to all that tract of land known as the east side of the Howard's Farm supposed to contain about sixty acres of land, and which is bounded on the north, east and south by the marsh lands of the Patapsco River, lands of the Charles Pumphrey Estate and the Mary E. Brian farm, and on the west by the private road leading from my home to Howard's Point. I also give them, their heirs and assigns, a right of way over said road which bounds said land on the west, said road to be sixteen feet wide, eight feet thereof to be on this tract of land and eight feet on my adjoining land.

(9) I also give, devise and bequeath unto my said son William, his personal representatives and assigns, a three eighths interest, subject to the charge upon his interest, and unto my son J. Charles Linthicum, his personal

representatives and assigns, a five-eighths interest in and to all that farm known as The Brian Farm leased by me from Mary E. Brian and others for the term of ninety-nine years, renewable forever, subject to the yearly rent of two hundred and forty dollers by lease dated September 15th, 1892 and recorded among the Land Records of Anne Arundel County, said to contain about one hundred and thirty-one end one-half acres, seve end except therefrom, however, twenty-five acres, one rood end three perches of land adjoining the big field of my Howard Farm, which said tract of land is described as follows:- Beginning for the seme at e stone planted at the end of the eighth line in a deed from William H.A. Brian to William Linthicum dated August 4th, 1866, and recorded among the Land Records of Anne Arundel County in Liber G.E.G. No. 2, folio 34 &c., thence with and binding on the lines of said deed south eighty-eight and one-half degrees west twenty-eight perches to a cherry tree north thirty-five degrees east eight and one-tenth perches north fifty degrees east seventy-two and one-querter perches north twenty-one degrees east thirteen perches to a spring north forty-one degrees east sixteen perches to a stone by a poplar tree south fifty-seven and one-quarter degrees east forty and nine-tenths perches south thirty degrees west forty-nine and three quarter perches south seven degrees west eleven and one-half perches to intersect a line drawn east from the beginning; thence reversing said line so drawn and binding thereon west fifty-five and one-quarter perches to the beginning. Containing twenty-five acres, one rood and thirty perches of land more or less. Which said tract of land I desire my two sons, Seth H. Linthicum and Wade Hampton Linthicum have as tenants in common, share and share elike, and direct that my two sons William and Charles give them e sub-lease therefor granting unto them the same tenancy and the same rights which they have in the whole farm, subject to the payment of the annual rent of forty-six dollars (being a proportionate part of the whole rent) payable unto said William and Charles in equel half-yearly instelments on the first day of January and July in each year, according and proportionately to their respective interests in said farm and to be used by them in part payment of the whole ground rent thereon, unless the said William and Charles, their heirs, personal representatives or assigns, shall redeem said whole ground rent, in which event the said Seth H. and

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Wade Hampton Linthicum shall also have the right to redeem their rent at any time thereafter. I direct, however, that my said sons William and Charles, their heirs, personal representatives and assigns, have a right, of way over the private road leading through said tract of land to where the old barn once stood on my Howard's Farm.

(10) I give and devise unto my two sons Seth H. and Wade Hampton Linthicum, their heirs and assigns, as tenants in common all that tract of land known as my home farm said to contain about one hundred acres of land and which is bounded by the lands of John E. Stoll, the Brian Farm, the Hezekiah Linthicum Farm, the farm of William A. Shipley and by the Hammond's Ferry Road.

(11) I further give and devise unto my said two sons Seth H. and Wade Hampton Linthicum, their heirs and assigns, as tenants in common, all that tract of land known as the Big Field which is described as follows: Beginning for the same at the southeast corner of a tract of land described in a lease herein referred to to my son Sweetser Linthicum and bounding on the lines of the conveyance from William Linthicum to Sweetser Linthicum in 1866 reverse thereof south twenty-three degrees west one perch south fifty-two degrees west seventy-two and one-quarter perches south thirty-seven degrees west eight and one-tenth perches to a cherry tree south eighty-eight and one-half degrees west thirty-two and one-quarter perches north twenty-seven degrees east seventy-three perches to a stone at the end of the first line of the whole tract; thence bounding on the said line reverse north eleven and one-quarter degrees east twelve perches to a stone the southwest corner of said tract leased by Sweetser Linthicum to Sweetser Linthicum, Jr. and thence bounding on the next to the last line of said tract reverse south sixty-seven degrees east sixty-three and eight-tenths perches to the place of beginning. Containing and laid out for twenty acres three roods and eleven perches of land more or less, according to a survey by Amos R. Harman.

(12) I give and devise unto my said son Wade Hampton Linthicum, his heirs and assigns, my farm lying in the Thirteenth District of Baltimore County above the Donaldson Bridge which I purchased from one Roland, all the marsh land or alluvion attached to, surrounding or adjoining the same, lying above said bridge and belonging to me and acquired by me by accretion and from the State of Maryland by a patent.

(13) I give and devise unto my said son Seth H. Linthioum, his heirs and assigns, the pieoe of marsh lend belonging to me looated in Baltimore County opposite the site of the old wharf of my Howard's Farm which said land I purohased from the late Hezekiah Linthioum.

(14) I give and devise unto my sons J. Charles Linthioum and William Linthioum, their heirs and assigns, for the term of twenty-five years, acoount-ing from the death, marriage or relinquishment of my said wife, all my marsh land or alluvion bordering on the Patapsoo River and not herein speoifioally devised, In Trust nevertheless to rent, lease or manage the seme in such manner as they may deem to the best interest of the trust and to oolleot the rents, profits and inoome derived therefrom and after the payment of the oosts and expenses inourred in the management thereof, inoluding to themselves, their suooessor or suooessors in the trust, a commission of seven peroent on all ooll eotions and also such oosts and expenses as may be inourred in the defense of the titles to said land; the balance to be in January of eaoh and every year divided among my ohildren and the ohild or ohildren of any deceased ohild or ohildren, the ohild or children of any deceased ohild or ohildren to teke that to whioh the parent, if living, would be entitled, the said money, so paid, to be paid into their hends and the hends of no other, and from and immediately after the expiration of said twenty-five years, I give and devise the said marsh land or alluvion unto my ohildren then living and unto the ohild or ohildren of any deoeased ohild or ohildren, the ohild or children of any deoeased ohild or ohildren to teke that to whioh the parent, if living, would be entitled, and I do hereby direot thet none of my ohildren or the ohild or ohildren of any deoeased ohild or ohildren shall have the right to sell or in any manner dispose of his, her or their interest in said trust property during the said term of twenty-five years, exoept to some member of the family also having an interest therein, and should he, she or they do so in disregard hereof, their interest therein shall immediately cease and go to and beoome the property of the others entitled therein.

(15) Whereas aooording to the terms of paragraph seven hereof I have in the event to my son Sweetser purohesing the property therein mentioned for

the sum of ten thousand six hundred and thirty-one dollars and twenty-five cents given unto him and my son James each three thousand dollars thereof, leaving a balance of four thousand six hundred and thirty-one dollars and twenty-five cents. This balance I desire shall, in the event of such purchase or redemption, be used in the payment of my debts, if any. If none, or if there be a balance after paying the same, such sum or such balance to be equally divided among my children and the child or children of any deceased child or children, the child or children of any deceased child or children to take that to which the parent, if living, would be entitled, or should my said son Sweetser decide not to purchase or redeem said property, then I direct that immediately upon his default in or vacation of his lease or the expiration thereof, that my executors sell the part thereof not devised unto Sweetser and James, according to paragraph seven hereof, and the proceeds therefrom to appropriate in the same manner that they are hereby directed to appropriate the said money in the event of purchase or redemption, it being, however, specifically intended that my wife retain her estate as hereinbefore set forth, in and to said property until such redemption or sale. And in the event of purchase or redemption to retain her estate in and to the said six thousand dollars bequeathed unto said Sweetser and James and the balance, if any, remaining of the four thousand six hundred and thirty-one dollars and twenty-five cents after the payment of debts, or in the event said Sweetser does not purchase or redeem, then she retains her estate in and to the two parts of said tract of land devised to said Sweetser and James, and the money remaining, if any, from the proceeds of the sale of the other part, after payment of said debts.

(16) I hereby direct that my executors hereinafter named sell all my personal property not herein specifically bequeathed (except, however, my blacksmith and carpenter's tools, which I direct shall remain on my home farm and be the property of the owners thereof) and the proceeds derived from said sale shall be used in the payment of my debts, if any. If none, then to be distributed to my wife for life and after her death, to be distributed according to the law of distribution, in this State.

(17) I hereby authorize and empower my executors to borrow, if necessary, after using all available money derived from my estate according to

the terms hereof, such sum or sums of money as they may need to discharge the debts I may owe at the time of my death, for such time or times as they may need the same, and to pledge by way of mortgage or otherwise, as security therefor, the whole of my real and leasehold property, except that specifically devised to my wife, and after appropriating towards the repayment thereof, all the money derived by them from the sale of my personal estate, from the property mentioned in paragraph fifteen hereof, and from the payments required of my children, Annie and Milton, and the trustees of my two grandchildren, according to paragraph three thereof, if there remain any balance unpaid of such money so borrowed, I direct that it shall be divided into ten equal parts, and that my seven sons and two daughters shall each pay one part thereof and the trustees of my said grandsons shall pay the other part, and in the event of the death of any of my children, the child or children of any deceased child or children shall pay that part which his, her or their parent would, if living, have had to pay, and for the payment of which part I hereby charge their respective interests hereunder.

(18) I direct that should any of the beneficiaries under this my last Will and Testament attempt to have the same vacated or set aside by caveat or otherwise, that their interest or interest hereunder shall immediately cease and go to and become the property and estate of the balance of my children, and the child or children of any deceased child or children, the child or children of any deceased child or children to take that to which the parent, if living, would be entitled.

(19) I do hereby discharge all my children from all sums of money which they may owe me and which I have not charged them with the payment thereof according to the terms hereof.

(20) I give, devise and bequeath all the rest, residue and remainder of my property of whatsoever kind and description and wheresoever located, unto my children and the child or children of any deceased child or children, the child or children of any deceased child or children to take that to which the parent, if living, would be entitled.

(21) And lastly, I do hereby make, constitute and appoint my wife, Laura E. Linthicum and my two sons Seth H. Linthicum and Wade Hampton Linthicum

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to be the Executors of this my last will and testament (and all powers conferred upon them shall vest in the survivors or survivor or those who may act as Executors), hereby revoking all other wills by me heretofore made, and as I have entire confidence in my said Executors, I desire that they shall be excused from the necessity of giving bond for the faithful performance of their duties, further than shall be required by law to secure the payment of all debts and taxes and assessment properly chargeable upon my estate after my decease.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal this seventh day of April, eighteen hundred and ninety-seven.

SWEETSER LINTHICUM (SEAL)

Signed, sealed, published and declared by the above named testator as and for his last will and testament, in the presence of us, who, at his request, in his presence, and in the presence of each other, have hereunto subscribed our names as witnessess. And we also note that the testator has signed his initials on each page hereof. And we further note the interlineation on page fourteen hereof over the first line thereon of the words "marriage or relinquishment of my said wife", as having been placed there before the execution of this paper, and we also note the interlineation on page three paragraph three written in ink.

Joshua S. Linthicum

R. H. Hammond

John E. Stoll.

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Codioil.

I, Sweetser Linthicum, having made my will dated seventh day of April in the year eighteen hundred and ninety-seven and a first codioil thereto dated the nineteenth day of January, 1900 which said codioil I have this day destroyed and thereby cancelled because I have since carried out the provisions contained therein by deeds to my wife and now I desire to alter my said will and declare this to be a dodioil thereto.

First, I direct that the five hundred dollars bequeathed by me to Sarah Linthicum wife of my son James by my said will need not be paid until after the death of my wife unless my executors desire to do so.

Second, Whereas I have since the execution of my said will given my wife deeds for the property mentioned in paragraph twelve at Donaldson Bridge devised by said will unto my son Hampton also the marsh property in Baltimore County purchased by me from Hezekiah Linthicum and devised to my son Seth by paragraph thirteen of said will I therefore cancel those two devises..

Third, Whereas I have given my wife a deed for the tract of land containing thirty-five acres one rood etc. which under certain conditions was to be sold to pay my debts if any and which is a part of my Howard's Farm, I therefore direct that the money which would have come from that source if found necessary to discharge my debts be raised according to the other provisions of my said will.

Fourth: Whereas I have by my said will charged my son Milton with the payment to my executors of Eight hundred dollars and whereas he has attended me professionally for some time past for which he has not been largely paid I therefore reduce said charge from eight hundred dollars to five hundred dollars.

Fifth: Whereas by paragraph nine of my said will I bequeathed unto my sons William and Charles the leasehold property known as the Brian Farm containing one hundred and thirty and one-half acres of land with the provision that they lease twenty-five acres one rood and thirty perches thereof to my sons Seth and Hampton subject to a ground rent of Forty-six Dollars and wherein I charged the interest of my son William with his note of six hundred and sixty-six dollars and sixty-six cents with interest from January 1st, 1896 to be paid unto

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my daughter Annie S. Shipley and whereas I have now deeded this property to my son Charles and Helan A. his wife, who have sub-leased the aforesaid twenty-five acres one rood and thirty perches thereof to me subject to the aforesaid annual rent of Forty-six Dollars which said tract so sub-leased I hereby devise unto my wife during the term of her natural life and then unto my sons Seth and Hampton absolutely thereby carrying out the intentions in reference thereto as set out in said paragraph nine.

And whereas said Charles and Helan have covenanted in the deed from me to them that they will pay one thousand dollars(for the interest I had devised to my son William under said will) to such person as I might direct by codicil I therefore direct that they pay unto my daughter Annie sufficient thereof to satisfy the claim stipulated in my will to be paid her by my son William (to wit six hundred and sixty-six Dollars and sixty-six cents with interest from January 1st 1896) and the balance thereof, if any, to pay unto my son William and upon satisfaction of said debt due from William to Annie her lien against other property devised to said William shall cease but if the said thousand dollars be not sufficient to satisfy the claim of William to Annie mentioned in the will then she shall retain her lien against the interest of said William in other property devised him for such deficiency.

And I do hereby revoke the clause in my will wherein I appoint as Executors, my wife Laura E. Linthicum and my sons Seth H. and W. Hampton Linthicum, and do hereby appoint as the Executors of my said last will and testament and this codicil my said wife, Laura E. Linthicum and my son Seth H. Linthicum believing they can alone settle my estate.

In testimony whereof I have hereunto subscribed my name and affixed my seal this 19th day of November in the year nineteen hundred and three.

SWEETSER LINTHICUM (SEAL)

WITNESSES W. H. Burgess
Arthur T. Stallings

Probated the will and codicil on May 2nd 1905.

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LIBER 98 PAGE 54

STATE OF MARYLAND

Anne Arundel County

I, R. GLENN PROUT, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Last Will and Testament and Codicil *of* Sweetser Linthicum (showing Witnesses without attestation clause) *late of said County deceased taken from* the original being one of the records filed, recorded and *Kept in the office of Register of Wills for Anne Arundel County.*

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court this 16th *day of* June *in the year of our Lord, nineteen hundred and forty* nine

R. Glenn Prout

Register of Wills for Anne Arundel County

Will. 178

LIBER 98 PAGE 55 299

IN THE NAME OF GOD, AMEN.

I, Elizabeth V. Benson, wife of Joseph K. Benson, of Baltimore, Maryland, do make this my last will and testament in the manner and form following, that is to say.

AFTER the payment of all my just debts and funeral expenses, and the erection of a tombstone for myself and husband, costing not more than Three Hundred Dollars ($300.00), I give, devise and bequeath my estate as follows:

ITEM I - I give, devise and bequeath all my property and estate of whatsoever kind and description unto my beloved husband, Joseph K. Benson, for and during the term of his natural life, to use and enjoy the net profits and income therefrom, and from and immediately after his death,

I give, devise and bequeath same as follows:

ITEM II- I give, devise and bequeath unto my three grandchildren, Elizabeth L., Edith and Irene Benson, the children of my son, J. Mahlon Benson, deceased, the sum of Thirty-five Hundred Dollars ($3500.00), to be equally divided between them. The child or children of any deceased parent shall take that to which the parent if living would be entitled, and should any of said grandchildren depart this life, leaving no issue, prior to receiving her portion, the remaining said grandchildren, unless there be issue as aforesaid, shall share equally the share or shares of the deceased.

I hereby appoint my son-in-law, Enoch Harlan, as their Guardian with full power to invest and re-invest the same, and with such other powers as may be requisite in the administration thereof, and direct that he use the income therefrom together with such portion of the principal as he may deem requisite in their respective maintenance and education, and upon the arrival of said children respectively at the age of twenty-one (21), the remainder of the principal with the accumulated interest, if any, shall be paid unto such child so arriving at twenty-one (21). In the event any of said children should marry before arriving at the age of twenty-one (21), and it appears advisable in the judgment of said guardian to pay such child her portion remaining, he shall have power to do so.

Re-filed 19 Oct., 1951

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Complainants' Exhibit E

Examiner's Exh. 5
E. Clawson 2/24/57

Item III- I give and devise unto my son, George McGaw Benson, his choice of one of the two ground rents of Forty-eight Dollars ($48.00), located in Woodberry, Baltimore City, being the ground rents which I received by devise from my Mother, Laura E. Linthicum by her last will and testament, probated in the Orphans Court of Anne Arundel County in the year Nineteen hundred and Ten, also my interest in the marsh land located on the North side of the West branch of the Patapsco River in Baltimore County just West of Sweetzer Bridge, which said land was also devised to me, together with my sister, Annie S. Shipley by my Mother through said last will and testament. I make the gifts provided in this clause unto my son George, because of the fact his Father and I have been living in his house at 2431 Maryland Ave. for some years at a very nominal rental.

ITEM IV - I give and bequath unto my daughter, Mary B. Harlan, the sum of Six hundred Dollars ($600.00). I am not giving to my daughter as much as to the other children, not that I love her any the less, but because in my judgment she is well provided for, and besides, she received years ago from my Uncle, Asa S. Linthicum, the sum of One Thousand Dollars ($1,000.00), which none of my other children received.

ITEM V - I give, devise and bequeath all the rest and residue of my property save and except my household furniture, trinkets and plate hereinafter mentioned, unto my three children, Sweetser L. Benson, Dr. Charles Edgar Benson, and George McGaw Benson, share and share alike, to the extent of Sixteen Hundred Dollars ($1600.00) each, and such balance as remains after paying unto them the sum of Sixteen hundred Dollars ($1600.00) each, I give devise and bequeath equally unto my grandchildren living at the time of my death, with the exception of Elizabeth L., Edith and Irene Benson, children of my son, J. Mahlon Benson, who have already been provided for herein, with authority unto my Executors hereinafter named, to dispose of the other ground rent mentioned in Paragraph III, or to allot it to one of my children named in this item at such sum at which it may be appraised.

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ITEM VI -In making this will, I have endeavored to be just to my children and grandchildren, taking into consideration, however, their respective needs and requirements, and have disposed of everything except my household furniture, trinkets, and plate, which I shall dispose of by letter to my Executors and hereby constitute such letter as a part hereof.

I hereby constitute and appoint my son George McGaw Benson and my son-in-law Enoch Harlan, as the executors of this my last will and testament, and request that they administer the same for the sum of One hundred fifty Dollars ($150.00) in lieu of fees and commissions, as they are vitally interested herein. I hereby relieve them from the necessity of giving bond.

WITNESS my hand and seal this 18th day of November in the year Nineteen hundred and Twenty-six.

Elizabeth V. Benson (SEAL)
Elizabeth V. Benson

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Signed, sealed, published and declared by the above named testatrix as and for her last will and testament in the presence of us, who, at her request, in her presence, and the presence of each other, have hereunto subscribed our names as witnesses.

William A. Freburger
3004 E. Pratt Street

B. R. Anderson
30 E. Lexington Street, Baltimore

Naoma A. Burkhart
St. James Apartments, Baltimore

Baltimore City, ss:

On the 15th day of January, 1934 came Enoch Harlan and made oath in due form of law, that he does not know of any Will or Codicil of Elizabeth V. Benson late of said City, deceased, other than the above instrument of writing, and that the same has not been in his custody; and that the said Elizabeth V. Benson departed this life on the 4th day of January, 1934.

Sworn to before the subscriber,

John H. Bouse
Register of Wills for Baltimore City

Baltimore City, ss:

On the 15th day of January, 1934 came William A. Freburger and B. R. Anderson two of the subscribing witnesses to the aforegoing last Will and Testament of Elizabeth V. Benson late of said City, deceased, and made oath in due form of law, that they did see testatrix sign and seal this Will; that they heard her publish, pronounce and declare the same to be her last Will and Testament; that at the time of her so doing she was to the best of their apprehension of soung and disposing mind, memory, understanding; and that they together with Naoma A. Burkhart the other subscribing witness thereto, subscribed their names as witnesses to this Will in her presence at her request; and in the presence of each other.

Sworn to before the subscriber,

John H. Bouse
Register of Wills for Baltimore City

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Baltimore City, ss:

On the 15th day of January, 1934 came B. R. Anderson and made oath in due form of law that he is familiar with the handwriting of Naoma A. Burkhart one of the attesting witnesses to the last Will and Testament of Elizabeth V. Benson late of said City, deceased, and he verily believes that the signature of the said Naoma A. Burkhart as so written is the true and genuine signature of said Naoma A. Burkhart who is now Out-of-State.

Sworn to before the subscriber,

John H. Bouse
Register of Wills for Baltimore City

In the Orphans' Court of Baltimore City:- The Register of Wills for Baltimore City, after having carefully examined the above last Will and Testament of Elizabeth V. Benson late of Baltimore City deceased, and also the evidence adduced as to its validity, Orders and Decrees, this 15th day of January, 1934, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Elizabeth V. Benson, deceased.

John H. Bouse
Register of Wills for Baltimore City

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LIBER 98 PAGE 60

State of Maryland,

BALTIMORE, CITY, ss.

I, JOHN H. BOUSE, Register of Wills, and, by law, keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Baltimore City, **DO HEREBY CERTIFY THAT** the aforegoing is a true and full copy of the Last Will and Testament of Elizabeth V. Benson late of said city, deceased, together with the proofs and probate thereof, etc. taken from Wills Liber J.H.B. No. 178, folio 299, etc., being one of the records filed, recorded and kept in the office of the Register of Wills for Baltimore City.

In Testimony Whereof, I hereunto subscribe my name and affix the Seal of said Court and office, this 23rd day of June, in the year of our Lord nineteen hundred and forty-nine.

John H. Bouse

Register of Wills for Baltimore City.

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DECREE OF DIVORCE

LIBER 98 PAGE 61

WILLIAM E. GAMBRILL
vs.
HELEN A. GAMBRILL

HELEN A. BENSON GAMBRILL
vs. (cross-bill)
WILLIAM E. GAMBRILL

IN THE

CIRCUIT COURT

—OF—

BALTIMORE CITY

March TERM, 1939

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

It is Thereupon, This 4th day of April, A. D. 1939, by the Circuit Court of Baltimore City, Adjudged, Ordered and Decreed, that the said - - - - - - - - - - - - - - HELEN A. BENSON GAMBRILL, - - - - - - - - - - - - - - the above named Complainant in the cross-bill, be and She is hereby DIVORCED A VINCULO MATRIMONII from the Defendant, to the cross-bill, the said WILLIAM E. GAMBRILL; and that the original bill of William E. Gambrill vs. Helen A. Gambrill be and the same is hereby dismissed.

AND IT IS FURTHER ORDERED:--

1. That said William E. Gambrill shall cause to be conveyed to said Helen A. Benson Gambrill the property No. 401 E. 39th Street, Baltimore City, subject to the mortgage now thereon, the mortgage interest due or to become due on said mortgage to be adjusted and paid by said William E. Gambrill up to the date of transfer.

2. That said William E. Gambrill shall pay said Helen A. Benson Gambrill, as permanent alimony, the sum of $55.00 per month, accounting from the date of this decree, said payments to terminate if and when she shall remarry, subject to the further order of the Court in the premises; and that he shall also pay her any balance due to her by him for temporary alimony under Paragraph E of the agreement between said parties filed herein as "Plaintiff's Exhibit Examiner No. 1".

3. That said Helen A. Benson Gambrill shall have the guardianship and custody of Helen A. Gambrill, the minor child of the parties in the proceedings mentioned, with right to said William E. Gambrill to visit said child at all reasonable times; and that said William E. Gambrill shall pay said Helen A. Benson Gambrill, for the support of said child, the sum of $60.00 per month, accounting from the date of this decree, and, in addition thereto, he shall pay for the clothing of said child, until said child shall reach the age of twenty-one years or shall marry prior thereto; -- all subject to the further order of the Court in the premises.

4. That said William E. Gambrill pay the cost of this proceeding.

W. Conwell Smith

I, HENRY J. RIPPERGER, Clerk of the Circuit Court of Baltimore City, do hereby certify that the above is a true copy of the decree taken from the record of proceedings in said cause.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the seal of the said Court, this 14th day of July 1950

Henry J. Ripperger
Clerk Circuit Court of Baltimore City

Re-filed 19 Oct., 1951.

Examiner's Exh. 6
E-/Clowers 2/24/51

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Will. 113 - 262

LIBER 98 PAGE 62

J. SMITH LINTHICUM

In the name of God, Amen.

I, J. Smith Linthicum of Baltimore City, State of Maryland, but now residing in Toronto, Canada, do make this my Last Will and Testament, in the matter following: To wit:

After the payment of all my just debts and funeral expenses, I give devise and bequeath my property as follows:

FIRST, I give, devise and bequeath unto my wife, Sallie Linthicum, all my real and personal property of every Kind and description and wheresoever situated for and during the term of her natural and unmarried life, in trust to collect the rents, profits and income derived therefrom, and the same to appropriate after the payment of taxes and other expenses thereon, to her own use in such manner as she may deem proper, and from and immediately after the death of my said wife, or from and immediately after her remarriage, whichever event shall first take place, or should she choose to relinquish her life estate therein, then from and immediately after such relinquishment, death or marriage of my said wife, then to my daughters, Blanche and Mary and to their issue then living, in the event of the death of either, as tenants in common, the issue of said deceased child or children to take, per stirpes and not per capita, only the share or respective shares which the parent or respective parents if living would have taken.

SECOND, And if either of my children shall die without issue then the remaining child shall take the part of the said deceased child, and in the event of the death of both of my children prior to that of my said wife, and they shall die without issue, then my estate shall vest in my brothers and sisters then living, share and share alike.

I do hereby make, constitute and appoint Seth H. Linthicum and my wife Sarah Linthicum to be the executors of this my last Will and Testament, hereby revoking all other Wills by me heretofore made.

In testimony Whereof, I hereunto subscribe my name and affix my seal this Nov. 4" day of November in the year nineteen hundred and ten.

Witness:
R. G. Smythe
Barrister, Toronto, Ont.
I. Tiefhbm of Toronto, Solicitor

J. Smith Linthicum (Seal)

Signed, sealed, published and declared by the above named Testator as and for his Last Will and Testament in the presence of us, who at his request in his presence and in the presence of each other have hereunto subscribed our names as witnesses.

R. G. Smythe
Barrister Toronto, Ont.
of Toronto,
Solicitor

Re-filed 19 Oct., 1951

Complainants' Exhibit F. Examiner's Exh. 7 E. Clowers 2/24/57

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Both of the subscribing witnesses both non residents of the State, the signature of the Testator was duly proven by George McGawBenson and Sweetzer Linthicum

Harry C. Gaither, Judge

Baltimore City SS

On the 28th day of June 1912 came Seth H. Linthicum, and made oath in due form of Law that he does not know of any Will or Codicil of J. Smith Linthicum, late of Baltimore City, deceased, other than the above instrument of writing, and that he received the same from the Testator, and retained its custody: all parties in interest notified of the contents of said Will and of his intention to propound the same: And that Testator departed this life on the 12th day of June 1912.

Sworn to in Open Court
Test: Howard W. Jackson
Register of Wills for Baltimore City

In the Orphans Court of Baltimore City

The Court after having carefully examined the above last Will and Testament of J. Smith Linthicum, late of Baltimore City, deceased, and also the evidence adduced as to its validity, Orders and Decrees this 28th day of June, 1912 that the same be admitted in this Court as the true and genuine last Will and Testament of the said J. Smith Linthicum, deceased.

Myer J. Block
Harry C. Gaither
William M. Dunn

State of Maryland,

BALTIMORE, CITY, ss.

I, JOHN H. BOUSE, Register of Wills, and, by law, keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Baltimore City, **DO HEREBY CERTIFY THAT** the aforegoing is a true and full copy of the Last Will and Testament of J. Smith Linthicum late of said city, deceased, together with the proofs and probate thereof, etc. taken from Wills Liber H.W.J. No. 113, folio 262, etc., being one of the records filed, recorded and kept in the office of the Register of Wills for Baltimore City.

In Testimony Whereof, I hereunto subscribe my name and affix the Seal of said Court and office, this 23rd day of June, in the year of our Lord nineteen hundred and forty-nine.

John H. Bouse
Register of Wills for Baltimore City.

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10104)
Mary E West)
Deed to)
Blanche L Crapp)

THIS DEED MADE this 10th day of October in the year one thousand nine hundred and twenty nine by and between Mary E West Widow of Anne Arundel County in the State of Maryland of the first part and Blanche L Crapp wife of Leverett H Crapp of St Louis Missouri of the second part

Witnesseth that in consideration of the sum of five dollars and other good and valuable considerations the said Mary E West doth grant and convey unto the said Blanche L Crapp her heirs and assigns in fee simple all her right title and interest and estate in and to all that property situated lying and being in Anne Arundel County and in Baltimore County which was devised by her Grandfather Sweetser Linthicum unto J Chas Linthicum and William Linthicum Trustees as fully set forth in the 14th clause of the Last Will and Testament of Sweetser Linthicum deceased dated November 19th 1903 recorded among the Records in the Office of the Register of Wills for Anne Arundel County in Wills Liber R B No 1 folio 296 etc

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

To Have and to Hold the said right title and interest and estate of the said Mary E West in and to the said property 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 Blanche L Crapp her heirs and assigns in fee simple

Re-filed 19 Oct, 1951

Complainants Exhibit G

Examiner's Exh. 8
E. Clowers
2/24/57

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And the said party of the first part hereby covenants that she has not done or suffered to be done any act matter or thing whatsoever to encumber the property 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

H Lucile Trussell Mary E West (Seal)

State of Maryland City of Baltimore to wit

I HEREBY CERTIFY that on this 10th day of October in the year one thousand nine hundred and twenty nine before me the subscriber a Notary Public of the State of Maryland in and for the City of Baltimore aforesaid personally appeared Mary E West widow the above named grantor and she acknowledged the foregoing deed to be her act

As witness my hand and Notarial Seal

(Notarial Seal) H Lucile Trussell

Received for Record 19 Nov 1929 at 1 o'clOck PM same day recorded in Liber F S R No 56 folio 254 &c one of the land records of A A Co and examined

Per Frank S Revell Clerk

Recorded Feby 8 1930 at 10;15 AN & exd per

Louis McL Merryman Clerk

IN THE CIRCUIT COURT FOR BALTIMORE COUNTY

STATE OF MARYLAND :
: SCT.
COUNTY OF BALTIMORE :

I, T. Braden Silcott, Clerk of the Circuit Court for Baltimore County, do hereby certify that the aforegoing is a true copy of the original DEED taken from the records of the said Circuit Court for Baltimore County as recorded in Liber LMcLM , No.842 , Folio 483, one of the Land Records of Baltimore County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the seal of said Court, this 9th day of September , A.D. 1949 .

T Braden Silcott

Clerk of the Circuit Court
for Baltimore County

LAST WILL AND TESTAMENT OF ANNIE S. SHIPLEY

I, ANNIE S. SHIPLEY, of Anne Arundel County, in the State of Maryland, do make, publish and declare this to be my Last Will and Testament, hereby revoking all other wills and codicils heretofore made by me, in manner following, that is to say:

1. I give and bequeath to my daughter, IRENE A. SHIPLEY, the sum of One Thousand Dollars, ($1000.00), absolutely.

2. I give, devise and bequeath all the rest and residue of my estate and property, of every kind and description and wheresoever situate, to my four children, IRENE A. SHIPLEY, R. LUTHER SHIPLEY Jr., GROVER C. SHIPLEY and LAURA S. ROBERTS, to be equally divided among them, absolutely.

3. I hereby constitute and appoint my daughter, IRENE A. SHIPLEY, and my son GROVER C. SHIPLEY, Executors of this my Last Will and Testament and request that they be excused from the necessity of giving bond. I hereby confer upon my said Executors and the survivor of them full power and authority to sell, lease or otherwise dispose of all or any part of my property and estate without application to the Orphans Court.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 24th day of April, in the year One Thousand Nine Hundred and Thirty-six.

Annie S. Shipley (SEAL)

SIGNED, SEALED, PUBLISHED and DECLARED by the above named Testatrix ANNIE S. SHIPLEY, as and for her Last Will and Testament, in the presence of us who, at her request, in her presence and in the presence of each other, have hereunto subscribed our names as witnesses.

Sarah Louise Linthicum

Morton Y. Bullock

R. Luther Shipley Jr.

Re-filed 19 Oct, 1937

ANNE ARUNDEL COUNTY, SS:

On the 18th day of August, 1936 came Grover C. Shipley and made Oath in due form of law, that he does not know of any Will or Codicil of Annie S. Shipley late of said County, deceased, other than the above instrument of writing, and that he received the same from the testatrix at time of execution and that it has been in his custody since that time. "All parties notified" Testatrix departed this life on the 13th day of August, 1936.

Sworn to in open Court

W. Meade Holladay
Register of Wills for Anne Arundel County

ANNE ARUNDEL COUNTY, SS:

On the 18th day of August, 1936, came Sarah Louise Linthicum, Morton Y. Bullock and R. Luther Shipley, Jr., subscribing witnesses to the aforegoing last Will and Testament of Annie S. Shipley late of said County, deceased, and made oath in due form of law, that they did see the Testatrix, Annie S. Shipley sign and seal this Will; that they heard her publish, pronounce and declare the same to be her last Will and Testament, that at the time of her so doing she was, to the best of their apprehension, of sound and disposing mind, memory and understanding; and that they together subscribed their names as witnesses to this Will in her presence, at her request and in the presence of each other.

Sworn to in open Court:

W. Meade Holladay Register of Wills for Anne Arundel County.

Complainants' Exhibit H.

Examined Exh. 9
E. Clowers
2/24/57

LIBER 98 PAGE 68

In the Orphans' Court of Anne Arundel County:

The Court after having carefully examined the above last Will and Testament of Annie S. Shipley, late of said County, deceased, ~~together with the codicil thereto~~, and also the evidence adduced as to its validity, orders and decrees this 18th day of August, 19 36, that the same be admitted in this Court as the true and genuine last Will and Testament and Codicil of the said Annie S. Shipley, deceased.

JUDGES Maynard Carr

Owain E. Owens

William B. Elliott

MEYER & THALHEIMER BALTIMORE, MD.

68

STATE OF MARYLAND

Anne Arundel County

I, R. GLENN PROUT, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Last Will and Testament of Annie S. Shipley *late of said County deceased* together with proof and probate *taken from* the Original being one of the records filed, recorded and *Kept in the office of Register of Wills for Anne Arundel County.*

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court this 15th *day of* June *in the year of our Lord, nineteen hundred and forty-nine.*

R. Glenn Prout

Register of Wills for Anne Arundel County

69

I, WILLIAM LINTHICUM, of Baltimore City in the State of Maryland, do hereby make, publish and declare the following as and for my Last Will and Testament, hereby revoking any and all wills and codicils by me heretofore made.

1: - I direct my Executrix hereinafter named to pay my debts and funeral expenses.

2: - I give and bequeath my gold watch and chain to my son Seth when he reaches the age of 25 if he is then living, and if he is not then living I give and bequeath the same to my son Thomas. I bequeath to my son Willie my gold ring and to my son Walter my fountain pen.

3: - I give, devise and bequeath the rest and residue of my estate to my wife, Adele Linthicum, for her life, with full power in her to change the investments thereof and for such purpose to sell all or any portion of the same without any purchaser being required to see to the application of the proceeds of any sale or sales.

4: - Upon the death of my said wife, I give, devise and bequeath said residue to my descendants then living, per stirpes; the shares, however, of any of my children (other than those who may belong to any Roman Catholic Religious Order of Sisters or Nuns) who have not then reached the age of 25 years, I give, devise and bequeath to the Safe Deposit and Trust Company of Baltimore, in Trust, to hold the share of each until he or she reaches that age, in the meantime paying the net income therefrom to my daughter Laura to be applied to his or her maintenance and support; but if my daughter Laura shall die before the termination of the trust as to all of said shares, the net income therefrom is to be applied by my said Trustee in the same manner as my said daughter is hereinbefore directed to apply the same. As each of such children arrives at the age of 25 years, his or her share of corpus shall be transferred to him or her absolutely. If any of such children die before reaching the age of 25 years leaving issue surviving, his or her share of corpus shall on his or her death be transferred to his or her issue absolutely, but if any of such children die before reaching that age without leaving issue surviving, his or her share of corpus shall be divided among my descendants then living per stirpes except that the shares of any of my daughters who may then belong to any Roman Catholic Religious Order of Sisters of Nuns shall continue

Re-filed 19 Oct. 1951.

70

Complainants' Exhibit I Examiner's Exhibit 19 E. Lawson 2/20/57

to be held by my said Trustee and subjeot to the same trusts as are hereinafter set forth with respeot to shares of any of my daughters who may belong to any suoh Order at the daath of my wife. The shares of any of my daughters who may at the death of my said wife belong to any Roman Catholic Religious Order of Sisters or Nuns, I give, davise and baquaath the same to the Safe Deposit and Trust Company of Baltimora in Trust to invest the same, to acoumulata the net inoome therefrom and to pay the prinoipal and accumulations to them respaotivaly only in oase they shall raspeotively cease to ba mambers of any such order of Sistars or Nuns, and if any of my said daughters shall dia baing a member of any suoh order of Sisters or Nuns then her share and the aooumulations thereof shall be paid by my said Trustee to my other daughtars than surviving who shall not then belong to any suoh Order.

5: - I haraby ampowar my Trustaa, the Safe Deposit and Trust Company of Baltimore, in respaot to all of the Trusts oreated by this will, to maka and ohange investments of the trust funds and for such purpose or for tha purposa of making divisions to sell or otherwise dispose of all or any portion of the same and in suoh manner that no purchaser whall be required to sea to the applioation of the prooeads of any sale or sales. My said Trustee shall further have the powar to divide in kind.

6: - Tha aforegoing provisions respeoting the membership of any of my daughters in any Order of Sisters or Nuns is not in any way to indicata any objaotion to thair balonging to any suoh Orders as, on tha contrary, I shall be happy, if any of tham feel that their livas shall be devoted to suoh religious work, for them to embrace it.

7: - I heraby appoint my said wife, Adela Linthioum, Exeoutrix of this Will and Testament and raquast that sha be axoused from giving other than nominal bond.

WITNESS my hand and saal this 24th day of Deoamber, nineteen hundred and fiftean.

(Sgd.) William Linthioum (SEAL)

Signad, sealed, published and deolarad by WILLIAM LINTHICUM, the abova namad Tastator, as and for his last Will and Testament, in the presenoe of us, who, at his raquest, in his prasenoe, and in tha presenoe of eaoh other, have hereunto subsoribed our names as witnesses thereto.

(Sgd.) J. Charles Linthioum
217 St. Paul St.

(Sgd.) Andraw L. Blankner
1617 Wilkens Ava.

Baltimore City, ss.

On the 28th day of February, ~~19~~ 1934

came William C. Linthicum

and made oath in due form of law, that he does not know of any Will or Codicil of William Linthicum late of said City, deceased, other than the above instrument of writing, and that he ~~received~~ found the same ~~from~~ in the private box of the deceased, retained the same to this time.

All Parties Notified

and that the said William Linthicum departed this life on the 24th day of February, ~~19~~ 1934

SWORN TO in open Court

TEST: JOHN H. BOUSE

Register of Wills for Baltimore City.

7

Baltimore City, ss.

On the 28th day of February, ~~19~~ 1934

came Andrew L. Blankner

one of the subscribing witnesses to the aforegoing last Will and Testament of William Linthicum late of said city, deceased, and made oath in due form of law, that he did see Testator sign and seal this Will; that he heard him publish, pronounce and declare the same to be his last Will and Testament; that at the time of his so doing he was to the best of his apprehension of sound and disposing mind, memory, understanding; and that he, together with J. Charles Linthicum, the other subscribing witness thereto, subscribed their names as witnesses to this Will in his presence at his request; and in the presence of each other.

SWORN TO before the subscriber

TEST: JOHN H. BOUSE

Register of Wills for Baltimore City.

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LIBER 98 PAGE 72

Baltimore City, ss.

On the 28th day of February, ~~19~~ 1934

came Andrew L. Blankner

and made oath in due form of law, that he is familiar with the handwriting of

J. Charles Linthicum

one of the attesting witnesses to the last Will and Testament of

William Linthicum late of said city, deceased,

and he verily believes that the signature of the said

J. Charles Linthicum as so written is the true and genuine signature

of said J. Charles Linthicum who is now Deceased

Sworn to

before the subscriber

JOHN H. BOUSE
Register of Wills for Baltimore City.

2000 11-47 228

74

In the Orphans' Court of altimore City:

The Register of Wills for Baltimore City, after having carefully examined the above last Will and Testament of William Linthicum, late of Baltimore City, deceased, ~~together with the Codicil thereunto attached,~~ and also evidence adduced as to its validity, Orders and Decrees, this 28th day of February, 19 34, that the same be admitted in this court as the true and genuine last Will and Testament ~~and Codicil~~ of the said William Linthicum, deceased.

JOHN H. BOUSE
Register of Wills for Baltimore City.

2000 11-48 167

75

The Undersigned, Elizabeth V. Linthicum, Laura L. Herzog, Margaret L. Mansfield, Sada L. Hartman and Seth S. Linthicum

children of

William Linthicum late of Baltimore City, deceased, do hereby refuse to administer upon the Estate of said deceased, and do therefore renounce all our right, title and claim to the administration thereof and request the appointment of the Fidelity Trust Company ~~be~~ as Administrator c.t.a.

In Testimony Whereof, we hereunto subscribe our names this 27th day of Feby., ~~19~~ 1934

Witness:

Charles P. Wall

Elizabeth V. Linthicum
Laura L. Herzog
Margaret L. Mansfield
Annie E. Linthicum
Sada L. Hartman
Seth S. Linthicum

Received to be recorded on the 28th day of February, 1934.
TEST: JOHN H. BOUSE
Register of Wills for Baltimore City

3000 - 6-47.

93

State of Maryland,

BALTIMORE, CITY, ss.

I, JOHN H. BOUSE, Register of Wills, and, by law, keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Baltimore City, **DO HEREBY CERTIFY THAT** the aforegoing is a true and full copy of the Last Will and Testament of William Linthicum late of said city, deceased, ~~together with the proofs and probate thereof, renunciation, etc.~~ taken from Wills Liber J.H.B. No. 179, folio 3, etc., being one of the records filed, recorded and kept in the office of the Register of Wills for Baltimore City.

In Testimony Whereof, I hereunto subscribe my name and affix the Seal of said Court and office, this 14th day of July, in the year of our Lord nineteen hundred and forty-nine.

John H. Bouse
Register of Wills for Baltimore City.

5000 1-49

212

77

LAST WILL AND TESTAMENT OF WILLIAM C. LINTHICUM

I, William C.Linthicum, of the City of Baltimore and State of Maryland, do make, publish and declare this as and for my Last Will and Testament.

It is my Will and desire that I be buried in the National Cemetery to which I am entitled as a Veteran officer of the 1st World War.

I nominate, constitute and appoint my daughter to be executrix of this my Last Will and Testament provided she survives me, with full power and authority whatever small estate that I may have at the time of my death. In the event that she should predecease me, then I nominate with like power my daughter Virginia Adele executrix.

It is my Will and desire that my Executrix receive all my estate and that she use her sole discretion in making division thereof, except as otherwise specified thereof.

My watch which I give and bequeath to my son, William Perry Linthicum, the life of George Washington, which I received from my father, to my daughter Helen N.

The set of encycopedia now at Home of Virginia Whitehurst, I give to my daughter, Virginia Adele.

A bronze figure, which I received from my mother, and the cut glass china dish which are now at the home of my sister, Margaret Mansfield, I give and bequeath my daughter Virginia Adele.

My other books now at the home of Virginia Whitehurst I give and bequeath to the said Virginia Whitehurst.

All the rest and residue of whatever I may have to Virginia Whitehurst, except the funds on deposit at the Union Trust Company to apply to my just debts and funeral expenses. I request my two daughters to apply from the fund on deposit at the Union Trust Co., the Baltimore Federal Savings and Loan Assn. and sources that they may receive from the State Retirement Fund to pay any debts and expenses that I may owe at the time of my death.

William C. Linthicum (Seal)

Signed, sealed, published and declared by Wm. C. Linthicum, the testator, as and for his last Will and Testament in the presence of us, who have signed it at his request.

Laura L. Herzog
Joseph W. Seltzer

Baltimore City, SS

On the 10th day of April 1944, came Joseph W. Seltzer, and made oath in due form of law, that he does not know of any Will or Codicil of William C. Linthicum, late of said City, deceased, other than the above instrument or writing and that he received the same from the Testator at the time of its execution, and retained the same in his possession until filed this date

Re-filed 19 Oct., 1951

Complainants' Exhibit J

Examiner's Exh. 11
E. Klawans
2/24/51

78

with the Register of Wills; and that the said William C. Linthicum departed this life on the 7th day of April 1944.

Sworn to before the subscriber.

John H. Bouse,
Register of Wills for
Baltimore City.

Baltimore City, SS

On the 10th day of April 1944, came Laura L. Herzog and Joseph W. Seltzer, the two subscribing witnesses to the aforegoing last Will and Testament of William C. Linthicum, late of said City, deceased, and made oath in due form of law that they did see 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, understanding; and that they subscribed their names as witnesses to this Will in his presence at his request, and in the presence of each other.

Sworn to before the subscriber.

John H. Bouse,
Register of Wills for
Baltimore City.

In the Orphans' Court of Baltimore City:

The Register of Wills for Baltimore City, after having carefully examined the above last Will and Testament of William C. Linthicum, late of Baltimore City, deceased, and also evidence adduced as to its validity, Orders and Decrees, this 10th day of April, 1944, that the same be admitted in this Court as the true and genuine last Will and Testament of the said William C. Linthicum, deceased.

John H. Bouse,
Register of Wills for
Baltimore City.

LIBER 98 PAGE 76

IN THE MATTER OF	:	IN THE ORPHANS' COURT
THE ESTATE OF	:	OF
WILLIAM C. LINTHICUM, Deceased	:	BALTIMORE CITY

RENUNCIATION

I, H. VIRGINIA LINTHICUM, widow of William C. Linthicum, late of Baltimore City, deceased, do hereby renounce and quit all claim to any bequest or devise made to me by the Last Will and Testament of my husband, exhibited and approved according to law; and I elect to take in lieu thereof my legal share of both the real and personal estate of my said husband.

AS WITNESS my hand and seal this 17th day of April, 1944.

WITNESS:

Webster S. Blades

H. Virginia Wh Linthicum (SEAL)
H. Virginia Linthicum

Received to be recorded on the 18th day of April, 1944.

TEST: JOHN H. BOUSE
Register of Wills for Baltimore City

80

LIBER 98 PAGE 77

State of Maryland,

BALTIMORE, CITY, ss.

I, JOHN H. BOUSE, Register of Wills, and, by law, keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Baltimore City, **DO HEREBY CERTIFY THAT** the aforegoing is a true and full copy of the Last Will and Testament of William C. Linthicum late of said city, deceased, together with the proofs and probate thereof, renunciation, etc. taken from Wills Liber J.H.B. No. 213, folio 366, etc., being one of the records filed, recorded and kept in the office of the Register of Wills for Baltimore City.

In Testimony Whereof, I hereunto subscribe my name and affix the Seal of said Court and office, this 23rd day of June, in the year of our Lord nineteen hundred and forty-nine.

John H. Bouse

Register of Wills for Baltimore City.

5000 1-49

212

81

LIBER 98 PAGE 78

LAST WILL AND TESTAMENT

OF

ASA S. LINTHICUM

I, Ase S. Linthioum, of Baltimore City, in the State of Maryland, do make end publish this my last Will and Testament in the manner and form following: That is to say, after the payment of my just debts and funerel oharges, I give, devise and bequeeth ell my property end worth of every oharecter and desoription and wherever situated unto my mother, Iole G. Linthioum, her heirs end assigns, absolutely and forever. And I oonstitute and appoint her as sole exeoutrix of this my seid Will without bond. Witness my hand and seal this sixteenth dey of April, A. D., 1908.

Ase S. Linthicum (Seal)

Signed, sealed, published end daolared by the above named testator, Asa S. Linthioum, as and for his last Will end Testament in our presenoe, who at his request, in his presenoe and in the presenoe of each other have hereunto signed our names as witnesses hereof.

Oregon R. Benson

Richerd R. Harwood

Re-filed 19 Oct. 1951.

Complainants' Exhibit K

Examiner's Exh. 12
E. I. Clawans
2/24/51

82

BALTIMORE CITY, SS:

On the 25th day of July, 1911, came Iola G. Linthioum and made oath in due form of law that she does not know of any Will or codioil of Asa S. Linthioum, late of said City, deceased, other than the above instrument of writing and that she received the same from testator at time of Execution and has retained same in her custody until filed in Court this day. All parties in interested notified and said Testator departed this life on the 2nd day of July, 1911.

Sworn to before the Subscriber.

Howard W. Jackson
Register of Wills for Baltimore City.

BALTIMORE CITY, SS:

On the 25th day of July, 1911, came Oregon R. Benson and Richard R. Harwood, the two subscribing witnesses to the aforegoing last Will and Testament of Asa S. Linthioum, late of said City, deceased, and made oath in due form of law that they did see 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, understanding and that they subscribed their names as witnesses to this Will in his presence, at his request, and in the presence of each other.

Sworn to before the Subscriber.

Howard W. Jackson
Register of Wills for Baltimore City.

IN THE ORPHAN'S COURT OF BALTIMORE CITY.

The Court after having carefully examined the above last will and testament of Asa S. Linthioum, late of Baltimore City, deceased, and also the evidence adduced as to its validity, Orders and Decrees this 25th day of July, 1911, that the same be admitted in this Court as the true and genuine last will and testament of said Asa S. Linthioum, deceased.

Myer J. Block
Harry C. Gaither

83

LIBER 98 PAGE 80

State of Maryland,

BALTIMORE, CITY, ss.

I, JOHN H. BOUSE, Register of Wills, and, by law, keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Baltimore City, **DO HEREBY CERTIFY THAT** the aforegoing is a true and full copy of the Last Will and Testament of Asa S. Linthicum late of said city, deceased, together with the proofs and probate thereof, etc. taken from Wills Liber H.W.J. No. 110, folio 543, being one of the records filed, recorded and kept in the office of the Register of Wills for Baltimore City.

In Testimony Whereof, I hereunto subscribe my name and affix the Seal of said Court and office, this 6th day of September, in the year of our Lord nineteen hundred and forty-nine.

John H. Bouse

Register of Wills for Baltimore City.

5000 1-49 212

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LIBER 98 PAGE 81

LAST WILL AND TESTAMENT

OF

Mrs. IOLA G. STEVENS.

I, Iola G. Stevens, of the City of Baltimore, in the State of Maryland, do hereby make and publish this as my last Will and Testament, in manner and form following, that is to say:-

After the payment of my just debts and funeral expenses, I give, devise and bequeath all my property, real, personal and mixed of every kind, character and description, and wheresoever situated, unto my son Joseph B. Linthioum of Anne Arundel County, in the State of Maryland, his child or children.

I hereby revoke any and all Wills and Codicils heretofore made by me, and I do hereby constitute and appoint my Son Joseph B. Linthioum, as the Executor of this my Last Will and Testament, and request that he be exoused from the necessity of giving bond as such Executor.

In Testimony Whereof, I hereto sign my name and affix my seal on this 30th day of October in the year 1936.

Iola G. Stevens (SEAL)

Signed, Sealed, Published and declared by Iola G. Stevens, the above named Testatrix, as and for her Last Will and Testament, in the presence of us, who, at her request, in her presence, and in the presence of each other, hereto sign our names as Witnesses hereto.

Virginia S. Skinner

Peter Stevens

Re-filed 19 Oct., 1951.

Complainants' Exhibit L

Examiner's Exh. 13
E. I. Clowes
2/24/57.

85

Baltimore City, ss.

On the 17th dey of May, 1937, oame Joseph B. Linthicum, end made oath in due form of law, that he does not know of any Will or Codioil of Iola G. Stevens late of said City, deoeased, other than the above instrument of writing, and that the same wes found among the personal effects and that the seid Iola G. Stevens departed this life on the 6th day of May, 1937.

SWORN to before the subscriber.

TEST: John H. Bouse
Register of Wills for Baltimore City.

Baltimore City, ss.

On the 17th day of May, 1937, oame Virginia S. Skinner and Peter Stevens, the two subscribing witnesses to the aforegoing last Will and Testement of Iola G. Stevens late of seid oity, deoeased, and made oath in due form of law, that they did see Testatrix sign and seal this Will; that they heard her publish, pronounoe and deolare the seme to be her last Will and Testament; that at the time of her so doing she was to the best of their apprehension of sound and disposing mind, memory, understanding; and that they subscribed their names as witnesses to this Will in her presenoe at her request; and in the presenoe of eaoh other.

SWORN to before the subscriber.

TEST: John H. Bouse
Register of Wills for Baltimore City.

In The Orphans' Court of Baltimore City:

The Register of Wills for Baltimore City, after having oarefully examined the above last Will and Testament of Iola G. Stevens, late of Baltimore City, deoeased, and also evidenoe adduoed as to its validity, Orders end Deorees, this 17th day of May, 1937, that the same be admitted in this Court es the true end genuine last Will and Testament of the seid Iola G. Stevens, deoeased.

John H. Bouse
Register of Wills for Baltimore City.

86

LIBER 98 PAGE 83

State of Maryland,

BALTIMORE, CITY, ss.

I, JOHN H. BOUSE, Register of Wills, and, by law, keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Baltimore City, **DO HEREBY CERTIFY THAT** the aforegoing is a true and full copy of the Last Will and Testament of

Iola G. Stevens late of said city, deceased,

together with the proofs and probate thereof, etc.,

taken from Wills Liber J. H. B. No. 189

folio 211, being one of the Records filed, recorded and

kept in the office of the Register of Wills for Baltimore City.

In Testimony Whereof, I hereunto subscribe my name and affix the Seal of said Court and office, this 23rd day of June, in the year of our Lord nineteen hundred and forty-nine.

John H. Bouse

Register of Wills for Baltimore City.

5000 1-49

212

87

LAST WILL AND TESTAMENT OF

PETER STEVENS

I, Peter Stevens, of Baltimore City, in the State of Maryland, being of sound and disposing mind, memory and understanding, do hereby make, publish and declare this to be my Last Will and Testament, in manner and form following, viz:-

ITEM 1. I direct my Executors, hereinafter named, to pay all my just debts and funeral expenses, and to have a suitable tombstone erected at my grave at the expense of my estate.

ITEM 2. I give and bequeath my gold watch and chain and the umbrella presented to me by my uncle, Charles H. Markland, also my silver service, which was presented to me by the members of the Baltimore Bar, to my son, William C. Stevens.

ITEM 3. (a) I do hereby give and bequeath to my grand-daughters, Dorothy Stevens and Margaret Stevens (the daughters of my son, William C. Stevens) the sum of four thousand dollars ($4,000.00) each, absolutely.

(b.) I do hereby give and bequeath to the Mercantile Trust and Deposit Company of Baltimore, a body corporate, Trustee, in special trust and confidence, the sum of Six thousand dollars ($6,000.00), for the following uses and purposes, viz:-

Re-filed 19 Oct, 1951.

Complainants' Exhibit M

Examiner's Exh. 14
E. Clowes
2/24/57

88

To hold, invest and reinvest the same, and to pay over to my Grandson, C. Russell Price, Junior, the net income therefrom, until he arrives at the age of twenty-one years, and then to pay him from said principal sum the sum of Three thousand dollars ($3,000.00); and when he arrives at twenty-two years of age to pay him the balance or remaining principal sum with accrued interest.

But in case of the death of my said grandson, C. Russell Price, Jr., before he reaches twenty-two years of age, leaving a child or children surviving him, then said trust shall cease and such child or children shall take, receive and be paid by said Trustee whatever principal sum, with accrued interest, that may then be in its hands belonging to the trust under this sub-item (b.).

And I hereby further provide that in the case of the death of my said grandson, C. Russell Price, Jr., before he reaches twenty-two years of age, without issue, then in that event said trust shall cease, and said Trustee shall pay over to my son, William C. Stevens, or his heirs, whatever principal sum, with accrued interest, that may then be in its hands belonging to the trust estate under this sub-item (b.) of my Last Will and Testament.

ITEM 4. I do hereby give and bequeath to Mrs. Helen E. Bouldin, of Baltimore City, in the State of Maryland, the sum of Two thousand dollars, ($2,000.00) for faithful services rendered to me during my illness.

(C.) All the rest, residue and remainder of my property and estate, real, personal and mixed, and wheresoever situate, I do hereby give, devise and bequeath, unto my son, William C. Stevens, absolutely.

ITEM 5. I hereby revoke any and all Wills and Codicils heretofore made by me, and I hereby constitute and appoint my friend George Carey Lindsay, and my son William C. Stevens, as the Executors of this my Last Will and Testament.

In Testimony Whereof, I hereto sign my name and affix my Seal this 27th day of April, 1940.

Peter Stevens. (SEAL)

Signed, sealed, published and declared by Peter Stevens, the above named Testator, as and for his Last Will and Testament, in the presence of us, who, at his request, in his presence, and in the presence of each other, hereto sign our names as witnesses.

Witness William M. Boone

Witness Robert Woodall

Baltimore City, ss.

On the 28th day of March, 1941 came William C. Stevens

and made oath in due form of law, that he does not know of any Will or Codicil of Peter Stevens late of said City, deceased, other than the above instrument of writing, and that he found ~~receive~~ the same ~~from~~ in the safe deposit box of the decedent in the Title Guarantee Company, and that the said Peter Stevens departed this life

on the 22nd day of March, 1941

SWORN TO in open Court

TEST: JOHN H. ROUSE

Register of Wills for Baltimore City.

91

LIBER 98 PAGE 87

Baltimore City, ss.

On the 28th day of March, 1941

came William M. Boone

and

Robert Woodall

the two subscribing witnesses to the aforegoing last Will and Testament of

Peter Stevens

late of said city, deceased, and **made oath in due form of law,** that they did see 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, understanding; and that they, ~~together with~~

subscribed their names as witnesses to this Will in his presence at his request; and in the presence of each other.

SWORN TO in open Court

TEST: JOHN H. BOUSE
Register of Wills for Baltimore City.

2000 11-49 181

9x

In the Orphans' Court of Baltimore City:

The Court, after having carefully examined the above last Will and Testament of Peter Stevens, late of Baltimore City, deceased, ~~together with the Codicil thereunto attached~~, and also evidence adduced as to its validity, Orders and Decrees, this 28th day of March, 1941, that the same be admitted in this Court as the true and genuine last Will and Testament ~~and Codicil~~ of the said Peter Stevens, deceased.

JUDGES Philip L. Sykes
Leo J. Cummings
Samuel Lasch

2000 9-46 148

93

LIBER 98 PAGE 88

State of Maryland,

BALTIMORE, CITY, ss.

I, JOHN H. BOUSE, Register of Wills, and, by law, keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Baltimore City, **DO HEREBY CERTIFY THAT** the aforegoing is a true and full copy of the Last Will and Testament of Peter Stevens late of said city, deceased, together with the proofs and probate thereof, etc. taken from Wills Liber J.H.B. No. 201, folio 524, etc., being one of the records filed, recorded and kept in the office of the Register of Wills for Baltimore City.

In Testimony Whereof, I hereunto subscribe my name and affix the Seal of said Court and office, this 16th day of February, in the year of our Lord nineteen hundred and ~~forty~~ fifty.

John H. Bouse

Register of Wills for Baltimore City.

5000 1-49

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THIS DEED, Made this 26th day of April, 1944, between William C. Stevens and Grace W. Stevens, his wife, of New York City, Stete of New York, of the first part; and Joseph B. Linthioum, of Baltimore City, State of Maryland, of the second part.

WHEREAS, a certain Iola G. Stevens (the mother of the above named Joseph B. Linthioum by a prior marriage) died May 6, 1937, leaving her husband Peter Stevens surviving her; and also leaving a Last Will and Testament, dated October 30, 1936, duly edmitted to probate, and of record in the Offioe of the Register of Wills of Baltimore City, in "Wills" Liber J.H.B. #189, folio 211, wherein she devised and bequeathed her entire estate, reel and personel, unto the seid Joseph B. Linthioum, and not making any mention of, or provision for, her said husband Peter Stevens, therein.

AND WHEREAS, the said Peter Stevens died Maroh 22, 1941, elso leaving a Last Will and Testament, dated April 21, 1940, duly admitted to probate, end of record in the said Offioe of the Register of Wills, in "Wills" Liber J.H.B. #201, folio 524, wherein he devised and bequeathed the rest and residue of his estate, real and personel, unto his son (by a prior marriage), the said William C. Stevens.

AND WHEREAS, eaoh of the above mentioned estates have been fully administered upon, and distribution and settlement made in aocordance with the provisions of the respective wills of said deoedents; and in the oourse of said respeotive administrations no aooount was taken of any interest passing, under the laws of Maryland, unto the said Peter Stevens, as surviving husband, out of the property and estate of the said Iola G. Stevens, wnioh belonged to her, in her own right, at the time of her death, and, as suoh, beooming vested in the said William C. Stevens, as residuary legatee and devisee, under the will of seid Peter Stevens.

AND WHEREAS, the said William C. Stevens, disoleiming, end renounoing, any interest he may have in the estate of said Iola G. Stevens, as ebove mentioned, and in order to transfer end quit-oldim the seme unto the said Joseph B. Linthioum, these presents are exeouted.

Re-filed 19 Dec; 1951

Complainants' Exhibit N

Examiner's Exh 15
E. C. Clowes
2/24/57

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NOW THEREFORE, This deed witnessath, thet in consideration of the sum of Five Dollars and of the ebove recited premises, the said William C. Stevens end Grace W. Stevens, his wife, do grant, trensfer, quit-claim end assign unto the said Joseph B. Linthioum, his heirs, personal representatives end assigns, any end all interest end estete, which the said Peter Stevens may have ecquired, es surviving husband of his wife Iole G. Stevens, in the estete which belonged to her, in her own right, et the time of her deeth, and thereby becoming vested in the seid William C. Stevens, es residuary devisee and legatee under the will of said Peter Stevens. It is the intent of this deed to include only such property as is specifically mentioned in the real and personel inventories filed in the estate of the said Iole G. Stevens, in the Office of the Register of Wills of Baltimore City, as belonging to her in her own right at the time of her death; end is intended to specifically exclude any property which was owned either jointly, or es tenents by the entireties, by the seid Peter Stevens and his wife Iole G. Stevens, during their lifetime, and which, by reason of such ownership, became the property of the seid Peter Stevens, by right of survivorship; end likewise to exclude eny property mentioned in the reel end personel inventories filed in the estete of the seid Peter Stevens, in the Office of the Register of Wills of Baltimore City, as belonging to him in his own right et the time of his deeth, end which subsequently passed to the said William C. Stevens, under the provisions of the will of said Peter Stevens.

The said parties of the first part hereby covenent that they will execute such other and further essurances es may be necessary to carry out the intention hereinbefore expressed.

As Witness our hands and Seals.

TEST:

F. L. Ennis
F. L. Ennis

William C. Stevens (SEAL)
William C. Stevens

Grace W. Stevens (SEAL)
Grace W. Stevens

STATE OF NEW YORK, CITY OF NEW YORK, TO WIT:

I hereby certify that on this 26th dey of April, 1944, before me, the subscriber, e Notary Public of the Stete of New York, in end for the City of

UNLOCATED.

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New York, personally appeared William C. Stevens and Grace W. Stevens, his wife, the grantors in the aforegoing deed, and severally acknowledged the same to be their respective act.

As witness my hand and Notarial Seal.

(NOTARY SEAL)

Elizabeth V. Sohmidt
Elizabeth V. Sohmidt, Notary Public.

My commission expires
Notary Public, Bronx County
Bronx County Clerk's No. 309
Cert. filed in New York County No. 1108
Commission expires March, 30, 1946

Recd for record-recorded & exd May 5th 1944 at 2.00 O'clock P.M.

M. Luther Pittman Clerk.

In the Superior Court of Baltimore City

State of Maryland,

City of Baltimore, Sct.

I, M. Luther Pittman, Clerk of the Superior Court of Baltimore City, do hereby certify that the aforegoing is a true copy of the original **Deed**

taken from the records of the said Superior Court of Baltimore City as recorded in Liber **M. L. P.** No. 6592 636 Folio 159 &c 44 &c one of the **Land** **Chattel** Records of Baltimore City.

THE SUPERIOR COURT OF BALTIMORE CITY
SEAL
IN THE STATE OF MARYLAND

In Testimony Whereof, I hereto set my hand and affix the seal of said Court, this **1st** day of **March** A. D. 1950.

M. Luther Pittman

Clerk of the Superior Court of Baltimore City.

GRANTEE APR 3 1950

8008 PAGE 140 LIBER 98 PAGE 92

THIS DEED made this 6th day of Feb in the year one thousand nine hundred and fifty, by and between WILLIAM C. STEVENS and GRACE W. STEVENS, his wife, of New York City, State of New York, parties of the first part; and JOSEPH B. LINTHICUM, of Baltimore City, State of Maryland, party of the second part.

WHEREAS by deed dated April 26, 1944, the parties of the first part hereto granted, conveyed and assigned all of their interest and estate in any property which Peter Stevens may have acquired as surviving husband of Iola G. Stevens, in the estate which belonged to her, in her own right, at the time of her death and thereby becoming vested in the said William C. Stevens, as residuary devisee and legatee under the Will of said Peter Stevens as recited in said deed; and

Re-filed 19 Oct., 1951

WHEREAS said deed further recited that it was the intent to include therein only such property as specifically mentioned in the real and personal inventories filed in the estate of the said Iola G. Stevens, in the Office of the Register of Wills of Baltimore City, as belonging to her in her own right at the time of her death; and to specifically exclude any property owned jointly, or as tenants by the entireties or by the said Peter Stevens in his own right as more particularly recited therein; and

WHEREAS it was the true intent of the said parties of the first part in executing said deed to convey unto the party of the second part any interest that they might have in the real and personal preperty of the said Iola G. Stevens, owned in her own right at the time of her death, and not owned jointly, or as tenants by the entireties with the said Peter Stevens or owned by the said Peter Stevens in his own right, whether said property was specifically

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Complainants' Exhibit O Examiner's Exh. 16 E. Clawson 2/24/51

mentioned in the real and personal inventories filed in the estate of the said Iola G. Stevens; or not; and

WHEREAS the said Iola G. Stevens at the time of her death was seized of an undivided interest in certain marsh lands in the Patapsco River in Anne Arundel and Baltimore Counties, and Baltimore City, Maryland, as more particularly hereinafter referred to, which said lands were not specifically mentioned in the inventories filed in her estate; and

WHEREAS the parties of the first part desire to clarify their intention expressed in the above mentioned deed and to convey to the party of the second part all their interest in said marsh lands, and other property owned by the said Iola G. Stevens in her own right at the time of her death, this deed is executed.

NOW, THEREFORE, THIS DEED WITNESSETH: That in consideration of the premises and the sum of Five Dollars and other good and valuable considerations,the receipt whereof is hereby acknowledged the said parties of the first part hereto do grant, convey and assign unto the party of the second part hereto, his heirs, personal representatives and assigns all their right, title, interest and estate in and to all those parcels of land and appurtenances situate in Anne Arundel and Baltimore Counties, and Baltimore City, Maryland, and more particularly described in a Patent issued to Sweetser Linthicum dated August 5, 1861 and recorded among the records of the Land Office of Maryland in Liber W.L.W.S. No. 2, folio 8, which said tract of land is known as "Linthicum's Comet", and also in a Patent dated August 5, 1861 and recorded among the records of the Land Office of Maryland in Liber W.L.W.S. No. 2,folio 6, which said tract of land is known as "Linthicum's Discovery", and also in a deed dated September 29, 1873 and recorded among the Land Records

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of Anne Arundel County in Liber S.H. No. 8, folio 104 from Thales A. Linthicum, Trustee to Sweetser Linthicum, and also in a Deed and Agreement dated December 18, 1926, and recorded among the Land Records of Baltimore County in Liber W.P.C. No.639, folio 550 between J. Charles Linthicum and William Linthicum, Trustees, et al, and also in all other real and personal property of which the said Iola G. Stevens died seized and possessed in her own right and in which the said Peter Stevens acquired any interest solely as surviving husband.

TOGETHER with the buildings and improvements thereupon; and the rights, alleys,, ways, waters, privileges, appurtenannes and advantages to the same belonging or in anywise appertaining.

THE said parties of the first part hereby covenant that they will execute such other and further assurances as may be requisite.

WITNESS:

Elizabeth L. Moores.
Elizabeth L. Moores

William C. Stevens (SEAL)
William C. Stevens

Grace W. Stevens (SEAL)
Grace W. Stevens

STATE OF NEW YORK, NEW YORK CITY, TO WIT:

I HEREBY CERTIFY, that on this 6 day of Oct. 1950 in the year one thousand nine hundred and fifty, before me, the subscriber, a Notary Public of the State of New York, in and for New York City, aforesaid, personally appeared WILLIAM C. STEVENS and GRACE W. STEVENS, his wife, the within named parties of the first part and they, in my presence signed and sealed the aforegoing deed, and severally acknowledged the same to be their respective act.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal this day and year aforesaid.

BERNARD LANE
Notary Public for [illegible] of New York
Qualified in New York County
(No. 31-2[illegible])
Cert. filed with City Register, N.Y. County
Commission Expires March 30, 1951

Bernard Lane
Notary Public

Commission expires:

REC'D FOR RECORD FEB 16 1950 10:15 A.M. & RECORDED IN THE LAND RECORDS OF BALTIMORE CITY, LIBER M.L.P. 8008 PAGE 140. M. LUTHER PITTMAN, CLERK

LIBER 98 PAGE 95

In the Superior Court of Baltimore City

State of Maryland,

City of Baltimore, Sct.

I, M. Luther Pittman, Clerk of the Superior Court of Baltimore City, do hereby certify that the aforegoing is a true copy of the original Deed taken from the records of the said Superior Court of Baltimore City as recorded in Liber MLP No. 8008 Folio 140 one of the Land Records of Baltimore City.

In Testimony Whereof, I hereto set my hand and affix the seal of said Court, this 1st day of May A. D. 1950

M. Luther Pittman

Clerk of the Superior Court of Baltimore City.

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LAST WILL AND TESTAMENT

OF

J. CHAS. LINTHICUM

I, J. CHAS. LINTHICUM, of Baltimore City, State of Maryland, do make this my last will end testament in manner and form following:-

I. I am not making any bequest to my beloved wife, Helen A. Linthioum, beoause I have heretofore oaused to be plaoed in our joint names property 22 E. Center Street, Baltimore "Twin Oaks", our farm home in Anne Arundel County, whioh I obtained from my Father and epproximately Thirty thousand Dollers ($30,000.) ground rents yielding around Eighteen hundred Dollars ($1800.) per year, all of whioh she will own absolutely if surviving me.

II. I give, devise and bequeath unto my beloved wife, Helen A. Linthioum, all my household goods and farming implements of whatsoever kind and desoription exoept my law books at 705 St. Peul Street, whioh I give to my nephew, George MoGaw Benson, but he shall not remove the same until the death of my wife unless she shall so direot.

III. I direot that my Exeoutors retain suffioient from my estate to pay unto my sister, Elizebeth V. Benson, the sum of Thirty Dollars ($30.00) per month during her natural life and after her death, any balanoe in the hands of my Exeoutors withheld for that purpose shall be returned to the residue of my estete.

IV. I give, devise and bequeath unto my seoretery, Maoma A. Burkhart, the sum of Ten thousand Dollars ($10,000) beoause of her oonstant and effioient servioe in my employ end for whioh I do not think she has been alloted suffioient salary.

V. I give, devise end bequeeth the sum of Five hundred Dollars ($500) to H. Luoile Trussell who has been an employee of the Linthioum Realty Company for many yeers.

VI. I direot that the sixteen bonds of the United Reilways and Eleotrio Company being 4% Inoomes numbers 4446, 11613, 11612, 11611, 6635, 6634, 6297, 7559, 8280, 4724, 4888, 5096, 6616, 2553, 12607 and 11997, now in my safe deposit box at the Union Trust Company marked "Property of Roberta A. Myers" (who is now Barnes, be delivered to her absolutely upon my death, and I give,

Re-filed 19 Oct, 1951
J. Chas. Linthicum

Complainants' Exhibit P Examiner's Exh. 17
E. Clowers
2/24/51

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devise and bequeath to her the sum of Three thousand Dollars ($3000.00) so that she will not lose too much because of the depreciation thereof through error of judgment in investment.

VII. I give, devise and bequeath unto Harriet Brown, Five hundred Dollars ($500.00); Unto Helen DeCourcey and Alexander Woods, each the sum of Four hundred Dollars ($400.00) they being employees of our household.

VIII. I give, devise and bequeath unto my brothers, Dr. G. Milton Linthicum and Seth H. Linthicum, in trust and special confidence, nevertheless, all my farm known as the "Pumphrey Farm" in Anne Arundel County, which I hold under deed from the Linthicum Realty Company dated September 7th, 1922, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 53, folio 375, etc., which includes the sub-division known as North Linthicum laid out on Plat 3, Linthicum Heights, recorded among said records in Plat Book G.W. No. 1, Section 3, folio 337, including all my houses, land, and mortgages upon properties, included within the area of said Pumphrey Farm and all hypothecations to building associations or banks upon any property included in said area, the same to manage and direct for the term of five years, and to collect all rents, profits, income, mortgages or other funds, and to re-invest the principal so collected; to pay all taxes and other charges against same to make the necessary repairs to property, to lease and dispose of the whole or any part thereof and after payment of such expenses and cost and commissions for administration, to pay yearly the net income derived therefrom unto my beloved wife, Helen A. Linthicum for and during the term of her natural life, and from and after her death or at the expiration of said five years, whichever shall first occur, to then transfer unto the executors or trustees of my estate legally entitled to receive the same, all such property and funds in their hands, which shall then become a part of the residue of my estete and subject to all provisions therefore, including the life estate therein of my wife.

G. Chas. Linthicum

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IX. All the rest, residue end remainder of my property, I give, devise and bequeeth unto my beloved wife, Helen A. Linthicum for end during the term of her neturel life, to hold the same end after payment of all taxes end expenses thereon, to use and enjoy the revenue therefrom end from end immediately after her deeth, I give, devise and bequeath the same as follows:

"A". I give end devise unto "The Linthicum Heights Methodist Protestent Church, Incorporated", the sum of Ten Thousand Dollars ($10,000.) to reconstruct or chenge the present tower of said church to accommodate e ten-bell chime (of the cest-bell type), end to purchese and instell such ten-bell chime therein, provided that should the said sum of Ten Thousand Dollars be not sufficient for such purpose, then I direct thet the same be by seid Church invested until said sum, together with interest thereon, be sufficient. And I direct thet the bells shell have cast therein, the following, "Erected by John Cherles Linthicum, to the Glory of God, and in honor of his wife, Helen A. Linthicum", and I desire if possible that the present bell be mede a pert of the said chime.

"B". I give, devise end bequeeth unto my nephew, George McGaw Benson, the ground rent of Sixty-four Dollars ($64.00) issuing out of eech of those two properties #702 end #704 East 37th Street; unto my nephew, Joseph B. Linthicum, ground rent of($64.00) Sixty-four Dollers, issuing out of property #706 East 37th Street; unto my nephew, Dr. Charles Edgar Benson, the ground rent of Sixty-four Dollers ($64.00) issuing out of property #708 East 37th Street.-He shell however pey unto my estete before receiving title thereto the sum of Three hundred Dollars ($300.00) heretofor edvenced him by me ; unto my grand-niece, Helen A. Grambrill, the Sixty-four Dollers ($64.00) ground rent issuing out of property #712 East 37th Street; end unto my niece by merriege, Helen P. Linthicum, the ground rent of Sixty-four Dollers ($64.00) issuing out of property #714 East 37th Street, Beltimore, Meryland.

"C". I give, devise end bequeath unto my niece, Mary West (deughter of my brother, James) the sum of One thousand Dollars ($1,000.00).

"D". I give, devise end bequeath unto the Mercentile Trust Compeny the sum of ~~$2000.00~~ Two Thousand Dollars / ~~$1000.00~~ One Thousand Dollars for John C. Linthicum (formerly Dillon) and

J. Chas. Linthicum

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One Thousand Dollars
/$1,000.00 thereof for his son, John Charles Linthicum, the said Trust Company to invest and re-invest the same, and to pay from the principal and the interest thereof, such sums as they may deem advisable for the support of John C. Linthicum (formerly Dillon) and for the education of John Charles Linthicum, his son, with full power to pay them any balance which remains in their hands after they have performed this service. I am giving the Trust Company this full power hoping they may use it as they believe I would use it if living.

"E". All the rest, residue and remainder of my property after the death of my wife, Helen A. Linthicum and after the payment of the aforegoing and of all expenses of the administration of my estate and payment of the aforegoing devises and legacies, I direct shall be divided into five equal parts of which my brother Seth H. Linthicum, shall have two-fifths absolutely, my brother Dr. G. Milton Linthicum, one-fifth absolutely, and the other two-fifths I give devise and bequeath unto the Mercantile Trust Company of Baltimore, Maryland in trust and special confidence, nevertheless, to invest the same and pay from the principal and income derived therefrom unto each of my two brothers, Sweetser and W. Hampton Linthicum, the sum of Seventy-five Dollars ($75.00) per month and from and immediately after their respective deaths, any balance remaining to them respective shall be equally divided among their children and the child or children of any deceased child or children per stirpes and not per capita.

"F". I am not leaving anything to my sister Annie S. Shipley, nor to my brother, William Linthicum, as I have not been as closely associated with them and furthermore, they are fairly well provided with this world's goods.

"G". I constitute and appoint my wife, Helen A. Linthicum, my brother, Dr. G. Milton Linthicum and the Mercantile Trust Company of Baltimore to be the executors of this my last will and testament hereby revoking all other wills and codicils by me heretofor made; and as I have entire confidence in my said executors, I desire that they shall be excused from the necessity of giving bond for the faithful performance of their duties, further than shall be required by law to secure the payment of all debts and taxes and assessments properly chargeable upon my estate after my decease.

J. Chas. Linthicum

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IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal this 18th day of June, in the year Nineteen hundred and thirty-two (1932), and on the pages prior hereto, I have subscribed my name on the margin for the purpose of identification.

J. Chas. Linthicum (SEAL)
Testator

Signed, sealed, published, and declared, by the above named Testator as and for his last will and testament in the presence of us who at his request, a in his presence and in the presence of each other have hereunto subscribed our names as witnesses.

William Lovitt	2806 Norfolk Avenue
David J. Markoff	2322 Whittier Avenue
Chas. Jackson	20 E. Lexington St.

BALTIMORE CITY, SS:

On the 13th day of October, 1932, came G. Milton Linthicum and made oath in due form of law that he does not know of any will or codicil of J. Charles Linthicum, late of said City, deceased, other than the above instrument of writing and that he found the same in decedent's personal box at decedent's office and that the said J. Charles Linthicum departed this life on the 5th day of October, 1932.

Sworn to in Open Court.

TEST: Edwin R. Downes
Register of Wills for Baltimore City

BALTIMORE CITY, SS:

On the 21st day of November, 1932, came William Lovitt, David J. Markoff, and Charles Jackson, the three subscribing witnesses to the aforegoing last will and testament of J. Charles Linthicum, late of said City, deceased, and made oath in due form of law that they did see testetor 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, understanding, and that they subscribed their names as witnesses to this will in his presence, at his request, and in the presence of each other.

Sworn to the former by the subscriber; then to latter in open Court.

TEST: Edwin R. Downes
Register of Wills for Baltimore City.

IN THE ORPHAN'S COURT OF BALTIMORE CITY.

The Court after having carefully examined the above last will and testament of J. Charles Linthicum, late of Baltimore City, deceased, and also the evidence adduced as to its validity, Orders and Decrees this 21st day of November, 1932, that the same be admitted in this Court as the true and genuine last will and testament of the said J. Charles Linthicum, deceased.

-Judges- Harry C. Gaither
William M. Dunn
Philip L. Sykes

RENUNCIATION:-

The Undersigned, Mercentile Trust Company of Beltimore, eppointed exeoutor end trustee in the lest will and testament of J. Cherles Linthioum/lete of Beltimore City, deoeesed, does hereby refuse to eot as executor and trustee of said Will end does therefore renounoe ell its rights to Letters Testamentary upon said deceesed's estete end to the trusteeship thereunder end all right, title, end olaim thet it may or oould heve hed by virtue of seid appointment.

In Testimony Whereof, it hereunto subsoribes its name this seoond day of November, 1932.

WITNESS: Meroantile Trust Company of Belto.

F. C. LaPorte — By: J. R. Walker

Asst. Seoretery — Vioe-President

(SEAL)

Reoeived to be reoorded on the 2nd dey of November, 1932.

TEST: Edwin R. Downes
Register of Wills for Baltimore City

RENUNCIATION:-

The Undersigned, Helen A. Linthicum, eppointed exeoutrix in the lest will end testament of J. Cherles Linthioum, lete of Beltimore City, deoeesed, does hereby refuse to eot es exeoutrix of said Will end do therefore renounce all my right to Letters Testamentary upon said deoeesed's estate and ell right, title end olaim thet may, or oould have hed by virute of said appointment.

In Testimony, Whereof, I heve hereunto subsoribed my name this 21st day of November, 1932.

WITNESS:

Rendolph Barton, Jr. — Helen A. Linthioum

Reoeived to be reoorded on the 21st day of November, 1932.

TEST: Edwin R. Downes
Register of Wills for Beltimore City

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RENUNCIATION:-

In the Matter of The Estate of J. Charles Linthicum, deceased.	: : : :	Estate of J. Charles Linthicum In the Orphan's Court of Baltimore City.

TO THE HONORABLE, THE JUDGES OF THE ORPHAN'S COURT OF BALTIMORE CITY:-

I, Helen A. Linthicum, widow of J. Charles Linthicum, late of Baltimore City, State of Maryland, deceased, do hereby renounce and quit all claim to any bequest or devise made to me by the last will and testament of my said husband exhibited and proved according to law; and I hereby elect to take in lieu thereof my dower in lands and my legal share of the personal estate of my said husband.

As Witness my hand and seal this 17th day of March, 1933.

WITNESS:

M. Isabelle Leffert — Helen A. Linthicum (SEAL)

STATE OF MARYLAND :
CITY OF BALTIMORE : To Wit:

I hereby certify that on this 17th day of March, 1933, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Helen A. Linthicum and acknowledged the aforegoing renunciation and election to be her act and deed.

AS WITNESS my hand and Notarial Seal.

M. Isabelle Leffert
Notary Public.

NOTARY PUBLIC

Received to be recorded on the 31st day of March, 1933.

TEST: Joseph W. Seltzer
Register of Wills for Baltimore City.

LIBER 98 PAGE 104

State of Maryland,

BALTIMORE, CITY, ss.

I, JOHN H. BOUSE, Register of Wills, and, by law, keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Baltimore City, **DO HEREBY CERTIFY THAT** the aforegoing is a true and full copy of the Last Will and Testament of J. Chas. Linthicum late of said city, deceased. together with the proofs and probate thereof, renunciations, etc. taken from Wills Liber E.R.D. No. 175, folio 28, etc., being one of the records filed, recorded and kept in the office of the Register of Wills for Baltimore City.

In Testimony Whereof, I hereunto subscribe my name and affix the Seal of said Court and office, this 6th day of September, in the year of our Lord nineteen hundred and forty-nine.

John H. Bouse

Register of Wills for Baltimore City.

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LIBER 98 PAGE 105

IN THE MATTER OF THE TRUST	:	IN THE
ESTATE CREATED UNDER THE WILL OF	:	CIRCUIT COURT OF
G. MILTON LINTHICUM, DECEASED	:	BALTIMORE CITY
		1941 Docket A 81, Folio 110

:::::

ORDER APPOINTING NEW TRUSTEE

Upon the petition, exhibits and affidavit filed in this cause by the Colonial Trust Company, Trustee under the Last Will and Testament of G. Milton Linthicum, and the Suggestion and Waiver filed by the life tenant, Lillian H. Linthicum, and the certificate showing publication of the Order of this Court dated March 12th, 1941:

It is this 16th day of April, 1941, by the Circuit Court of Baltimore City

ORDERED, ADJUDGED AND DECREED

(1) That the Colonial Trust Company be and it is hereby released and discharged from the further execution of the trusts created under the Last Will and Testament of G. Milton Linthicum, deceased, and that The Fidelity Trust Company be and it is hereby appointed Substituted Trustee in the place and stead of Colonial Trust Company, retiring Trustee, and is hereby vested as Substituted Trustee with the full legal title to all real estate and other property comprising the trust estate held under the terms of said Will, and with all the powers of said retiring Trustee.

(2) That the Colonial Trust Company, retiring Trustee, pay, transfer and deliver to The Fidelity Trust Company all the cash, securities and other personal property belonging to the trust estate under the Last Will and Testament of G. Milton Linthicum, deceased, now in its hands, as shown by the auditor's account of corpus to be filed in these proceedings, upon receiving a receipt and release from The Fidelity Trust Company, Substituted Trustee, acknowledging the receipt and delivery of said corpus, together with any real estate of said trust estate.

(3) That the Colonial Trust Company pay out of the corpus of the trust estate in its hands herein the costs of these proceedings, together with a counsel fee in the sum of $50.00 to Messrs. Hershey, Donaldson, Williams & Stanley for conducting these proceedings, subject to the usual exceptions.

(4) That upon the filing in these proceedings of the release of the Substituted Trustee this Court assume no further jurisdiction over the administration of the trust herein referred to.

(Sgd) J. ABNER SAYLER
Judge

Re-filed 19 Oct, 1951

Complainants' Exhibit Q

Examiner's Exhibit 18
E. Clavens
4/24/52

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COPY

IN THE NAME OF GOD AMEN.

I, G. Milton Linthicum, of Baltimore City in the State of Maryland, do make this my last will and testament in the manner and form, following, to wit:

After the payment of all my just debts and funeral expenses, the purchase of a burial lot, of not done before my death, and the erection of a suitable monument and footstone, to cost not over Three Hundred and Fifty Dollars, ($350.), I give, devise and bequeath my estate as follows:

FIRST: I give, devise and bequeath unto my wife, Lillian H. Linthicum all my household effects of whatsoever kind and description, absolutely and forever.

Second: I give, devise and bequeath unto my brother J. Chas. Linthicum and the Colonial Trust Company of Baltimore City, and their successor or successors, all the rest and residue of my property of whatsoever kind and description in trust and confidence nevertheless for the following purposes:

That they shall collect all the rents, profits and income derived therefrom, and after the discharge of all expenses including that of administration of this trust, to pay unto my wife, Lillian H. Linthicum, for and during the term of her natural life, in quarterly installments, or oftener if they deem advisable, the balance of the rents, profits and income derived therefrom, and they are authorized to further pay unto her, if they feel she should have additional resources, such sum or sums from the corpus of said estate as to them may seem adviseble.

And from and immediately after the death of my said wife and the payment of her funeral expenses out of my estate, I direct they pay the net rents, profits and income derived from the said trust estate unto my two children, Howland Linthicum and Lillian Linthicum Strobel, wife of Edgar Strobel, in equal sums at such times as hereinbefore specified for my wife, with the further power and authority to pay to them such sums as my said Trustees may deem advisable out of the corpus of said trust estate as was provided for my wife, all of said payments to be paid into their hands, and into the hands of no other.

The said sum or sums so paid out of the principal of the trust to be charged against the portion of the child so receiving the same, and if my said Trustees decide to pay over all of the said Trust Estate, or the portion to which either child is entitled, then they are hereby authorized to do so and close the trust estate, insofar as such child or children are concerned; provided further that should my said Trustees, J. Charles Linthicum and the Colonial Trust Company, or their successor or successors, be of the opinion that my grandchildren the children of said Howland Linthicum and Lillian Linthicum Strobel - be not properly provided for, or their education neglected, by their said parents, then I further authorize said Trustees to provide for their care and maintenance, and their education if deemed requisite, and to charge the payments or expenditures so made to the portion of the respective Father or Mother, and deduct same from their allowance herein provided.

THIRD: I direct that upon the death of either of my said children,

Complainants Exhibit Q

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Re-filed 19 Oct., 1951

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the part to which said deceased child is entitled, shall be paid unto the child or children of the said deceased per stirpes and not per capita absolutely, or if there be no child or children of said deceased, then to continue as a part of said trust estate with the income payable to the surviving Brother or sister during his or her natural life, then to his or her child or children per stirpes and not per capita absolutely.

In order to carry out the provisions of this my Last Will and Testament, the said Trustees are authorized to sell and dispose of any part of my estate, and make such other investments as to them may seem proper, and in all respects to have power and authority to do such things as may be necessary in the proper execution of this trust estate.

I do hereby appoint the said J. Charles Linthicum and the Colonial Trust Company as executors of this my last Will and Testament.

Witness my hand and seal on this 14 day of January, Nineteen Hundred and Twenty-eight. ~~December seven~~

(SIGNED) G. MILTON LINTHICUM (SEAL)

SIGNED, SEALED, PUBLISHED AND DECLARED by the above named Testator, as and for his Last Will and Testament, in the presence of us, who, at his request, in his presenoe, and in the presence of each other, have hereunto subscribed our names as witnesses.

(SIGNED) AUSTIN H. WOOD, M.D.

(SIGNED) ARTHUR CHAS. TIEMEYER, M.D.

(SIGNED) J. E. BRUMBACK, M.D.

Baltimore City, ss.

On the 30th day of July, 1935 came Lillian H. Linthioum and made oath in due form of law, that she does not know of any Will or Codioil of G. Milton Linthicum, late of said City, deceased, other than the above instrument of writing, and that she found the same in the private box of the deceased, retained same to this time, "All Parties Notified" and that the said G. Milton Linthioum departed this life on the 18th day of July, 1935.

Sworn to in open Court.

TEST: JOHN H. BOUSE
Register of Wills for Baltimore City

Baltimore City, ss.

On the 30th day of July, 1935 came Austin H. Wood, M.D., Arthur Chas. Tiemeyer, M.D., and J. E. Brumback, M.D., the three subscribing witnesses to the aforegoing last Will and Testament of G. Milton Linthioum, late of said city, deceased, and made oath in due form of law that they did see 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, understanding; and that they subscribed their names as witnesses to this Will in his presenoe at his request; and in the presenoe of each other

Sworn to in open Court.

TEST: JOHN H. BOUSE
Register of Wills for Baltimore City

The Register of Wills for Baltimore City, after having oarefully examined the above last Will and Testament of G. Milton Linthioum, late of Baltimore City, deceased, and also evidenoe adduoed as to its validity, Orders and Deorees, this 30th day of July, 1935, that the same be admitted in this Court as the true and genuine last Will and Testament of the said G. Milton Linthioum, deceased.

JOHN H. BOUSE
Register of Wills for Baltimore City

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State of Maryland,

BALTIMORE, CITY, ss.

I, JOHN H. BOUSE, Register of Wills, and, by law, keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Baltimore City, **DO HEREBY CERTIFY THAT** the aforegoing is a true and full copy of the Last Will and Testament of G. Milton Linthicum late of said city, deceased, together with the proofs and probate thereof, etc., taken from Wills Liber J. H. B. No. 183 folio 171, being one of the Records filed, recorded and kept in the office of the Register of Wills for Baltimore City.

In Testimony Whereof, I hereunto subscribe my name and affix the Seal of said Court and office, this 23rd day of June, in the year of our Lord nineteen hundred and forty-nine.

John H. Bouse

Register of Wills for Baltimore City.

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26408) This Deed and Agreement Made
J. Charles Linthicum Et al) this eighteenth day of December
Deed and Agreement with) in the year nineteen hundred
Thomas W Pumphrey & Wife) and twenty six by and between J.Charles Linthicum and William Linthicum Trustees as hereinafter mentioned parties of the first part and Thomas W Pumphrey of the County of Baltimore in the State of Maryland as party of the second part and Fannie E Pumphrey wife of said Thomas W Pumphrey of the County of Baltimore in the State of Maryland as party of the third part

Witnesseth Whereas said party of the second part is the owner in fee simple of all that tract of land mentioned and described in a certain deed from Thomas Pumphrey and Elizabeth Pumphrey his wife to the said Thomas W Pumphrey dated July 13th 1888 and recorded among the Land Records of Baltimore County in Liber JWS No 163 fol 413 &c and

Whereas said parties of the first part in their capacity as Trust ees under the Last Will of Sweetser Linthicum deceased (died a resident of Anne Arundel County) whose Last Will was probated in said Anne Arundel County on May 2nd 1905 and recorded in the office of the Register of Wills of said County in Liber R B (Wills) No 1 fol 296 &c have laid claim to the under water riparian lands and marsh riparian lands in front of the lands of the said party of the second part by virtue of the Patent known as Linthicum's Comet patented by the State of Maryland in the year 1861 to the said testator Sweetser Linthicum now deceased and

Whereas said Thomas W Pumphrey the said party of the second part has always claimed by virtue of the riparian

Re-filed 19 Dec, 1951

Complainants' Exhibit R-1-

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rights naturally and by Statute incident to his frontage on the Patapsco River all the marsh alluvial and under water land lying between his main land and the main channel of the said Patapsco River in front of his fast lands there situate and

Whereas said parties of the first part and second part both claiming as to such marsh and underwater lands full ownership thereof threatened each the other with litigation and

Whereas in order to avoid the great expense of such litigation said parties finally met in the spirit of compromise and as result thereof mutual concessions were agreed to in manner as hereinafter set forth which plan of compromise being by said parties of the first part submitted to all the living beneficiaries of the Trust created by said Testator Sweetser Linthicum deceased was unanimously approved by each and all of them and same being approved by said party of the second part as well as the said parties of the first part a suit in equity was duly filed in the Circuit Court for Baltimore County in Equity (being as all of said area or the greater portion thereof lay within the territory of said County) in order that the contingent interests and unborn interests if any such should later come into being under said Will of said Sweetser Linthicum deceased might be bound by said compromise said suit being entitled J Charles Linthicum et al Trustees et al vs Iola G Linthicum Stevens et al and

Whereas by decree duly passed in said cause entitled as aforesaid on or about the 31st day of August in the year nineteen hundred and twenty six said Court did appoint said parties of the first part already Trustees under said

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Will as aforementioned as Trustees under decree of said Court inter alia to grant and to convey unto said party of the second part certain areas and to receive from said party of the second part a deed as to certain other areas all as in said decree and in the said proceedings more fully set forth and mentioned and

Whereas said parties of the first part acting under said decree of said Court duly qualified thereunder by filing duly approved bond in said Court as by said decree directed and required and

Whereas in order to carry out and put into effect such compromise mutually agreed to and approved and ratified by said decree of said Court this instrument is mutually executed by the parties hereto and

Whereas said party of the third part being the wife of said party of the second part joins herein only for the purpose of releasing her dower interests in such of lands as are conveyed hereby by said party of the second part

Now therefore in consideration of the premises and by virtue and in pursuance of the power and authority vested in said J Charles Linthicum and William Linthicum under and by decree of said Court and also under and by said Will of said Sweetser Linthicum deceased and in further consideration of the grant by said party of second part hereinafter set forth the said J Charles Linthicum and William Linthicum Trust ees under said decree of said Court as well Trustees under said Will of Sweetser Linthicum deceased do grant and convey unto Thomas W Pumphrey his heirs and assigns all that tract lot or parcel of land situate lying and being in the County of Baltimore in the State of Maryland and thus described.

Beginning for the same at a point on the West side of the marsh of the Patapsco River said point of beginning being located north 94 feet from a granite stone said stone being at the southeasternmost corner of the fast land portion of a tract of land described in a deed from Thomas Pumphrey and Elizabeth Pumphrey his wife to Thomas W Pumphrey dated July 13th 1888 and recorded among the Land Records of Baltimore County in Liber JWS No 163 fol 413 etc and running thence from said beginning by a line running easterly across the marsh on the Patapsco River aforesaid south 87 degrees east fifteen hundred and twenty three and one tenth (1523.1) feet more or less to a point on the northwest side of the Patapsco River Channel and running thence and binding on the northwest side of said Channel with full water and riparian rights therein north fifty one (51) degrees thirty (30) minutes east three hundred (300) feet thence leaving the Channel of the Patapsco River and running by a line across the marsh land north seventy seven (77) degrees and seven (7) minutes west nineteen hundred and ninety three and 1/10 (1993.1) feet more or less to the end of the north 31 degrees west 20 perches line of the land described in the deed aforesaid and running thence reversely and binding on the part of the land described aforesaid and also along the original outline of land described in aforementioned deed south 31 degrees east three hundred and thirty (330) feet and south 5 degrees east one hundred and ninety eight (198) feet and south seventy one (71) feet to the place of beginning Containing 14.5 acres more or less

Together with the buildings and improvements thereon made or being and all and every the rights alleys waters privileges appurtenances advantages and particularly with

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all alluvial and riparian and water rights along the front thereof on the Patapsco River in and to the Channel thereof to the same belonging or in anywise appertaining

To Have and To Hold said tract lot or parcel of land and premises above described and mentioned and hereby intended to be conveyed together with the rights privileges waters riparian rights as aforementioned of all kinds appurtenances and advantages thereto belonging or appertaining unto and to the use of said Thomas W Pumphrey his heirs and assigns in fee simple forever freed cleared and discharged of all claims of the parties to said Equity proceedings and of all claims of those deriving title under or through the estate or Will of said Sweetser Linthicum deceased

And in consideration of the premises the said Thomas W Pumphrey and Fannie E Pumphrey his wife do hereby grant and convey unto said J Charles Linthicum and William Linthicum Trustees as aforementioned their successors and assigns All their right title interest or estate in or to all the marsh lands lying in front of their fast lands bordering on the Patapsco River and including all their riparian rights or water rights in said River incident or appurtenant to the fast land now held and retained by them described in a certain deed from Thomas W Pumphrey and wife to said Thomas W Pumphrey dated July 13th 1888 and recorded among the Land Records of Baltimore County in Liber JWS No 163 fol 413 &c Excepting however from this grant all the lands and rights including in this exception lands riparian and water rights by this deed granted and conveyed by said Trustees unto said Thomas W Pumphrey and further from this conveyance all the fast land described or mentioned and contained within

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the metes and bounds in said deed from Thomas Pumphrey and wife to said Thomas W Pumphrey dated July 13th 1888 and recorded as aforesaid among the Land Records of Baltimore County in Liber JWS No 163 fol 413 &c

And said Thomas W Pumphrey and Fannie E. Pumphrey his wife do further grant and convey unto said J Charles Linthicum and William Linthicum Trustee as aforementioned the right to use an easement or right of way twelve (12) feet wide binding on and along the southernmost outline of the fast land of said Thomas W Pumphrey and extending from the Marsh land area to the Westport Annapolis Road such easement to be enjoyed by said parties of the first part as appurtenant to all the marsh lands there owned by them as Trustees But subject to the present rights of various railways thereover or across whatever the same may be And also subject to a pipe easement &c granted to the consolidated Gas Electric Light and Power Company under date of May 17 1916 and subject also to the joint use thereof by said Thomas W Pumphrey his heirs and assigns for the benefit of his lands and rights there being and subject also to the further use thereof (said Right of Way) by any other person or corporation to whom said Thomas W Pumphrey his heirs or assigns may grant a use therein which Joint Users as above expressed are hereby expressly reserved herein to said Thomas W Pumphrey his heirs and assigns

To Have and to Hold described land and rights (as above limited and qualified) as above granted to said Trustees together with the rights privileges appurtenances and advantages thereto belonging or appertaining unto and to the use of the said J Charles Linthicum and William Linthicum Trustees as aforementioned their successors and assigns

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in fee simple

For the purpose of graphically showing what land is still retained by Thomas W Pumphrey after the execution of this instrument by him as well as showing the land and rights conveyed to him by J Charles Linthicum et al Trustees under this conveyance there is attached hereto and made a part hereof a survey by J Spence Howard Civil Engineer and Surveyor dated November 1926

And the said parties of the first second and third parts do hereby mutually covenant that they have not done nor suffered to be done any act matter or thing whatsoever to encumber the property hereby conveyed and that they will respectively warrant specially the property hereby respectively granted and conveyed and they will execute such further assurances of said Lands and Rights as may be requisite

Witness the hands and seals of all parties hereto the day and year first above written

Witness as to all parties
Clara A McKay

J Chas Linthicum Trustee (Seal)

William Linthicum Trustee (Seal)

Thos W Pumphrey (Seal)

Fannie E Pumphrey (Seal)

STATE OF MARYLAND CITY OF BALTIMORE TO WIT:

I Hereby Certify that on this 18th day of December in the year nineteen hundred and twenty six before me the subscriber a Notary Public of the State of Maryland in and for the City of Baltimore aforesaid personally appeared J Charles Linthicum and William Linthicum Trustees as aforementioned and Thomas W Pumphrey and Fannie E Pumphrey his wife all parties to the

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foregoing deed and they each severally acknowledged the foregoing deed to be their respective act

As witness my hand and Notarial Seal

(Notarial Seal)

Clara A McKay

Notary Public

Recorded January 13 1927 at 11 AM and Exd per

William P Cole Clerk

IN THE CIRCUIT COURT FOR BALTIMORE COUNTY

STATE OF MARYLAND :
: SCT.
COUNTY OF BALTIMORE :

I, T. Braden Silcott, Clerk of the Circuit Court for Baltimore County, do hereby certify that the aforegoing is a true copy of the original Deed and Agreement taken from the records of the said Circuit Court for Baltimore County as recorded in Liber WPC , No. 639 , Folio 550 , one of the Land Records of Baltimore County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the seal of said Court, this 27th day of January , A.D. 1950.

T. Braden Silcott

Clerk of the Circuit Court
for Baltimore County

THIS DEED made this 21st day of March in the year nineteen hundred and Eight, by Henry Mimmler and Annie Mimmler, his wife, of Anne Arundel County, State of Maryland.

WHEREAS, the title to the property described in this deed and to the property described in the deed from Laura E.Linthicum and others to the said Henry Mimmler of even date herewith, and intended to be recorded simultaneously herewith, has been in dispute between the grantees hereinafter mentioned, and their predecessor in title, Sweetser Linthicum, deceased, on the one hand and said Henry Mimmler on the other, each claiming the exclusive fee simple title to the whole, and two actions of trespass Quare Clausum fregit against said Mimmler have been instituted in the Circuit Court for Anne Arundel County one by Sweetser Linthicum in his life time, which was removed to the Court of Common Pleas of Baltimore City and the other since his death by the said J. Charles Linthicum and William Linthicum Trustees under the Last Will and Testament of the said Sweetser Linthicum, deceased, which actions are still pending; And,

Re-filed 19 Oct, 1951

WHEREAS the said parties have effected a compromise of their differences, whereby the said Henry Mimmler has agreed to convey and release to the grantees hereinafter mentioned, all his right, title, interest, claim and demand in and to the property hereinafter described; and said Laura E. Linthicum and the other parties to said deed to said Mimmler have agreed to convey and release unto the said Mimmler all their right, title and interest in and to the property described therein, and to pay him the cash sum of Three Hundred Dollars and Sixty-two cents.

NOW THEREFORE, in consideration of the premises and of the sum of Three hundred dollars & Sixty two cents, the receipt whereof is hereby acknowledged, the said party of the first part doth grant convey and release unto the said Laura E. Linthicum for and during the term of her natural and unmarried life, and from and immediately after her death or marriage, whichever event shall first take place, or

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upon a relinquishment of her life estate, then to J. Charles Linthicum and William Linthicum, Trustees, under and for the uses, trusts and purposes set forth in the fourteenth paragraph of the Last Will and Testament of the said Sweetser Linthicum, admitted to probate by the Orphans Court for Anne Arundel County on the Second day of May Nineteen Hundred five and recorded in the office of the Register of Wills of said County in Liber R. B. No. 1, folio 296,&c., for the term of twenty-five years"accounting from the death, marriage or relinquishment as aforesaid, of the said Laura E. Linthicum,and from/immediately after the expiration of said twenty five years then to the children then living of the said Sweetser Linthicum, deceased, and the Child or Children of any of his deceased Child or Children per stirpes and not per Capata, their heirs and assigns in fee simple, and subject to the terms provisions and limitations of the said last Will and Testament, and with the rights and powers thereby conveyed, all his, the said Mimmler's right, title, interst, claim and demand of every kind and description at law or in equity, in and to all that lot or parcel of ground, situate, lying and being in said Anne Arundel County and in the State of Maryland and described as follows:

and

Beginning for the same on the Eastern outline of the whole tract of land owned or claimed to be owned by said parties hereto, and at the end of a line drawn North eleven and one half degrees East eight and eight tenths perches from a stone on the South bank of the Patapsco River and running thence North Sixty-three degrees West and passing through the centre of the wooden bridge on the County road fifty-nine perches to intersect the Western outline of said whole tract of land, thence bounding on the same North twenty one degrees East Sixty-Six and one half perches to the waters edge, thence along the same South twenty nine degrees East thirty-two and one half perches; South forty-onedegrees East thirty and one half perches to intersect said Eastern outline, and thence on the same South Eleven and one half degrees West twenty eight perches to the place of beginning. Containing Sixteen Acres three roods and twenty perches of land more or less.

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

TO HAVE AND TO HOLD the above described lot of ground and premises above described and mentioned thereby intended to be conveyed and mentioned, together with the rights, privileges,appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Grantees,according to their respective interests as aforesaid, their heirs and assigns, in fee simple, forever.

AND the said Grantors hereby covenant that they will warrant Specially the property hereby granted and that they will execute such further assurances of said lot of ground as may be requisite.

Test: Henry Mimmler (SEAL)

Geo. McGaw Benson Annie Mimmler (SEAL)

STATE OF MARYLAND,BALTIMORE CITY, TO WIT:

On this 14th day of May, nineteen Hundred and Eight, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, personally appeared Henry Mimmler and Annie Minnler, and each acknowledged the aforegoing deed to be their respective act.

As witness my hand and Notarial Seal.

Geo. McGaw Benson

(Notary Seal) Notary Public.

Recorded 25 May, 1908.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I hereby certify that the aforegoing Deed was truly taken and copies from Liber G.T.S. No. 58,folio 478,one of the Land Record Books for Anne Arundel County.

In Testimony Whereof I hereto set my hand and affis the Seal of the Circuit Court for Anne Arundel County,this 4th day of November, A. D., 1949.

John H. Hopkins 3rd
Clerk.

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BLANCHE L. CRAPP, widow, et al.	:	IN THE CIRCUIT COURT
VS.	:	FOR
LAURA E. LINTHICUM HERZOG, widow, et al.	:	ANNE ARUNDEL COUNTY
		IN EQUITY
		9969

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Helen Anne Linthicum, to the Bill of Complaint heretofore exhibited against her in the above entitled case, respectfully represents:

1. That she admits all the matters and facts alleged in the Bill of Complaint.

2. That she hereby consents to the relief prayed in said Bill of Complaint.

And as in duty bound.

Helen Anne Linthicum
Helen Anne Linthicum

Witness:

Belleau & Gentis
Cumberland Md

William J. McWilliams
Solicitor for Helen Anne Linthicum.
Annapolis Md.

Filed July 5th 1950

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BLANCHE L. CRAPP, widow, et al.	:	IN THE CIRCUIT COURT
Vs.	:	FOR
LAURA E. LINTHICUM HERZOG, widow, et al.	:	ANNE ARUNDEL COUNTY
		IN EQUITY

#9969

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Filed July 14 1930

The answer of Seth S. Linthicum to the Bill of Complaint heretofore exhibited against him in the above entitled case, respectfully represents:

1. That he admits all the matters and facts alleged in the Bill of Complaint.

2. That he hereby consents to the relief prayed in said Bill of Complaint.

And as in duty bound.

Seth S. Linthicum.
Seth S. Linthicum

Witness:

Mrs. William H. Schmuck

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BLANCHE L. CRAPP, widow, et al.	:	IN THE CIRCUIT COURT
VS.	:	FOR
LAURA E. LINTHICUM HERZOG, widow, et al.	:	ANNE ARUNDEL COUNTY
		IN EQUITY

#9969

Filed July 14, 1950

ANSWER

To The Honorable, The Judges of Said Court:

The answer of Virginia Adele Linthioum to the Bill of Complaint heretofore exhibited against her in the above entitled oase, respectfully represents:

1. That she admits all the matters and facts alleged in the Bill of Complaint.

2. That she hereby oonsents to the relief prayed in said Bill of Complaint.

And as in duty bound.

Virginia Adele Linthicum
Virginia Adele Linthioum

Witness:

Helen P. Viethaer

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BLANCHE L. CRAPP, widow, et al.	:	IN THE CIRCUIT COURT
Vs.	:	FOR
LAURA E. LINTHICUM HERZOG, widow, et al.	:	ANNE ARUNDEL COUNTY
		IN EQUITY

9969

ANSWER

To The Honorable, The Judges of Said Court:

The answer of Margaret Linthicum Mansfield to the Bill of Complaint heretofore exhibited against her in the above entitled case, respectfully represents:

1. That she admits all the matters and facts alleged in the Bill of Complaint.

2. That she hereby consents to the relief prayed in said Bill of Complaint.

And as in duty bound.

Margaret Linthicum Mansfield
Margaret Linthicum Mansfield

Witness:

Arthur R. Mansfield, Sr.

Filed July 12, 1950

M.

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BLANCHE L. CRAPP, widow, et al.	:	IN THE CIRCUIT COURT
VS.	:	FOR
LAURA E. LINTHICUM HERZOG, widow, et al.	:	ANNE ARUNDEL COUNTY
		IN EQUITY

9969

Filed July 14, 1950

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Elizabeth Valerie Linthicum to the Bill of Complaint heretofore exhibited against her in the above entitled case, respectfully represents:

1. That she admits all the matters and facts alleged in the Bill of Complaint.

2. That she hereby consents to the relief prayed in said Bill of Complaint.

And as in duty bound.

Elizabeth V. Linthicum
Elizabeth Valerie Linthicum
Elizabeth Virginia Linthicum

Witness:

Katharine Roberts

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JJ

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BLANCHE L. CRAPP, widow, et al	:	IN THE CIRCUIT COURT
vs	:	FOR
LAURA E. LINTHICUM HERZOG, widow, et al	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY
	:	#9969
	:	

Filed July 14, 1950

. . . . . .

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Howland Linthicum to the Bill of Complaint heretofore exhibited against him in the above entitled case, respectfully represents:

(1) That he admits all the matters and facts alleged in the Bill of Complaint.

(2) That in so far as he may have the right to do so, he hereby consents to the relief prayed in said Bill of Complaint.

And as in duty bound.

Witness:

Isabella Brannon

Howland Linthicum

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BLANCHE L. CRAPP, widow, et al.	:	IN THE CIRCUIT COURT
VS.	:	FOR
LAURA E. LINTHICUM HERZOG, widow, et al.	:	ANNE ARUNDEL COUNTY
		IN EQUITY

#9969

Filed July 10 1950

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Laura E. Linthicum Herzog to the Bill of Complaint heretofore exhibited against her in the above entitled case, respectfully represents:

1. That she admits all the matters and facts alleged in the Bill of Complaint.

2. That she hereby consents to the relief prayed in said Bill of Complaint.

And as in duty bound.

Laura E. Linthicum Herzog
Laura E. Linthicum Herzog

Witness:

Laura A. Herzog

S

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BLANCHE L. CRAPP, Widow, et al,	:	IN THE CIRCUIT COURT
	:	
vs.	:	FOR ANNE ARUNDEL COUNTY
	:	
LAURA E. LINTHICUM HERZOG, Widow, et al.	:	IN EQUITY
	:	#9969

Filed July 14 1950

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Answer of Lucille Benson Richardson, by James C. L. Anderson, her Solicitor, to the Bill of Complaint exhibited against her in the above entitled case, respectfully shows:

THAT she admits the allegations set forth in said Bill of Complaint and consents to the passage of such Decree as may be necessary in the premises.

Jas C L Anderson
Solicitor for Lucille Benson Richardson

I hereby certify that I have this 12th day of July, 1950, mailed a copy of the above Answer to Charles F. Rechner, Jr., Solicitor for the Complainants.

Jas C L Anderson
Solicitor for Lucille Benson Richardson

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BLANCHE L. CRAPP, Widow, et al.	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
LAURA E. LINTHICUM HERZOG, Widow, et al.	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY
	:	No. 9969

- : - : - : - : - : - : - : -

Filed July 15, 1950

ANSWER OF THE FIDELITY TRUST COMPANY, SUBSTITUTED TRUSTEE U/W OF G. MILTON LINTHICUM, DECEASED.

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The Answer of The Fidelity Trust Company, Substituted Trustee under the Will of G. Milton Linthicum, deceased, one of the Defendants herein, to the Bill of Complaint herein exhibited against it and others, respectfully represents unto your Honors:

1. This Respondent admits the matters and facts alleged in Paragraphs 32, 33, 35, 40 and 43 of said Bill of Complaint.

2. This Respondent admits the matters and facts alleged in Paragraph 30 of said Bill of Complaint, but avers that the statements therein made do not convey the complete story with regard to the administration of the estate of J. Charles Linthicum, deceased.

3. This Respondent admits the matters and facts alleged in Paragraph 34 of said Bill of Complaint, save and except however that this Respondent denies that Lillian Strobel Dinning is the only now living grandchild of G. Milton Linthicum, deceased, and on the contrary avers that one Garey Linthicum, adult son of Howland Linthicum, is also a living grandchild of the said G. Milton Linthicum, deceased.

4. This Respondent has no personal knowledge of the matters and facts alleged in the remaining paragraphs of said

Bill of Complaint, and therefore neither admits nor denies the same, but demands strict proof thereof.

WHEREFORE this Respondent respectfully prays that it be dismissed hence with its costs.

AND AS IN DUTY BOUND, etc.

The Fidelity Trust Company,
Substituted Trustee under the
Will of G. Milton Linthicum,
Deceased.

By Harvey L. Hall
Harvey L. Hall,
Trust Officer

Armstrong Machen & Eney
Armstrong, Machen & Eney
Solicitors for Defendant,
The Fidelity Trust Company,
Substituted Trustee under the
Will of G. Milton Linthicum,
Deceased.

Service of a copy of the within Answer admitted this 14th day of July, 1950.

Charles F. Reckner Jr

Sweetser Linthicum for [illegible]
Solicitors for Plaintiffs

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BLANCHE L. CRAPP, widow, 4331 Roland Boulevard, St. Louis, Missouri, THOMAS L. LINTHICUM and ARTIE LINTHICUM, his wife, 321 N. Milton Drive, San Gabriel, California, Plaintiffs, et al, VS. LAURA E. LINTHICUM HERZOG, widow, 2712 N. Charles Street, Baltimore, Maryland, H. VIRGINIA WHITEHURST LINTHICUM, 515 E. 39th Street, Baltimore, Maryland, Defendants, et al.	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY (IN EQUITY.) No. 9969

Filed 17 July, 1940.

ANSWER OF H. VIRGINIA WHITEHURST LINTHICUM, WIDOW, ONE OF THE DEFENDANTS

TO THE HONORABLE, THE JUDGE OF THE SAID COURT:

H. VIRGINIA WHITEHURST LINTHICUM, widow of WILLIAM CHARLES LINTHICUM, for answer to the Bill of Complaint hereinbefore filed against her, and twenty other Defendants joined with her as ~~fifteen~~ the twenty-one Defendant parties, respectfully says:

1. That she has no personal knowledge of the allegations of paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18, and therefore can neither admit nor deny these said allegations of the Bill of Complaint, and puts the Complainants upon strict proof thereof.

2. That as to paragraphs 19 and 20 of the said Bill of Complaint, this Respondent is informed, verily believes and therefore alleges that her now deceased husband, WILLIAM CHARLES LINTHICUM, who departed this earth on or about April 7, 1944, was a son of WILLIAM LINTHICUM alleged in said paragraph 19 to have died February 24, 1934, and that her said deceased husband was born of the body of ADELE T. LINTHICUM, who predeceased the said decedent, WILLIAM LINTHICUM. That the said deceased husband of this Respondent, having survived his father, WILLIAM LINTHICUM, by some ten years, more or less, was a beneficiary under the Last Will and Testament of the said WILLIAM LINTHICUM, deceased, and thus entitled to his share of the rest and residue of the property

of his deceased father, including his distributive share and interest in the property which is the subject of these proceedings.

3. That as to paragraph 21 of the Bill of Complaint, this Respondent admits the death of her husband, WILLIAM CHARLES LINTHICUM, on or about April 7, 1944, and so much of the allegations of the said paragraph as pertaining to his Last Will and Testament and the probate and recording thereof, including the devise of the rest and residue of his property unto her, as his surviving wife. She denies all and every, the remaining allegations of the said paragraph 21 of the Bill of Complaint, and puts the Complainants upon strict proof thereof. This Respondent further alleges as a part of the answer to the paragraph 21 of the Bill of Complaint that she is entitled to her full widow's share of her deceased husband, WILLIAM CHARLES LINTHICUM'S interest in the property which is the subject of these proceedings, and claims her share thereof, therein and thereto as will be disclosed and distributed to her after a full and complete hearing of this cause.

4. That she has no personal knowledge of the allegations of paragraphs 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, and 42, and therefore can neither admit nor deny these said allegations of the Bill of Complaint, and puts the Complainants upon strict proof thereof.

5. That as to paragraph 43 of the said Bill of Complaint, this Respondent is not aware of any sufficient reason why her share of various interests owned by all the parties hereto in the fee simple real estate hereinabove described in this said Bill of Complaint, is not susceptible of partition in kind without material loss or injury to her or any of the other parties concerned. However, if it be found upon a hearing that the respective rights, title, interests, equities and shares of the respective parties hereto cannot be divided without loss or injury, and if it be further found from such hearing that it would be advantageous to all the parties concerned if the said fee simple real estate were sold and the proceeds derived from the sale thereof were to be divided among the parties hereto according to their respective interests, including specifically the individual, several and personal interest of this Respondent, H. VIRGINIA WHITEHURST LINTHICUM, then this Respondent

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answers further as to paragraph 43 of the Bill of Complaint that she hereby claims and demands discovery and accounting to her for any such share or interest which may be hers, and the full value thereof, in money, as may be disclosed by the ultimate findings of this Court according to the facts and the law in the premises.

6. And aswering generally the said Bill of Complaint, particularly as to the prayers for relief, numbered 1, 2, 3, 4 and 5, it is prayed by this Respondent of this Honorable Court, that it pass no Orders or Decrees herein until after full proof is before it on all issues raised by the Bill of Complaint, the Answer or Answers of all the Defendants, including this Answer of this Respondent, H. VIRGINIA WHITEHURST LINTHICUM, or upon the testimony taken before all the parties against those parties who may not answer or show cause herein after having been personally summoned or notified by Order of Publication and upon proof against any Decree or Decrees pro confesso which may be had by the Complainants against any of such summonsed parties or those notified by Order of Publication not Answering this Bill of Complaint.

AND this Respondent submits to the jurisdiction of this Honorable Court and having Answered she will forever pray it.

H. Virginia Whitehurst Linthicum
H. VIRGINIA WHITEHURST LINTHICUM,
Respondent.

Benjamin L. Wolfson
BENJAMIN L. WOLFSON,
Attorney for the Respondent,
H. Virginia Whitehurst Linthicum,
701 Tower Building, Balto. 2, Md.
Sa-2179

STATE OF MARYLAND, BALTIMORE COUNTY, to wit:-

I HEREBY CERTIFY, that on this 15th day of July, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County aforesaid, personally appeared H. VIRGINIA WHITEHURST LINTHICUM, the Respondent in the hereinabove Answer to the Bill of Complaint, and she made oath, in due form of law, that the matters and facts hereinabove set forth as and for her Answer to the said Bill of Complaint are true to the best of her information, knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Barbara Crane
Notary Public

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CERTIFICATE OF SERVICE OF COPY

I HEREBY CERTIFY, that I have served a copy of the above Answer to the Bill of Complaint on behalf of the Respondent, H. VIRGINIA WHITEHURST LINTHICUM, by mailing one to each of the two solicitors representing the multi-parties Plaintiffs, to wit, CHARLES F. RECHNER, JR., 200 Title Building, Baltimore 2, Maryland, and SWEETSER LINTHICUM, 100 St. Paul Street, Baltimore 2, Maryland, on Saturday, July 15th, 1950.

BENJAMIN L. WOLFSON
Solicitor for Respondent,
H. VIRGINIA WHITEHURST LINTHICUM
701 Tower Building
Baltimore 2, Md.
Sa-2179

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BLANCHE L. CRAPP, widow, 4331 Roland Blvd., St. Louis, Missouri, et. al.	:	IN THE CIRCUIT COURT
versus	:	FOR ANNE ARUNDEL COUNTY,
EDITH BENSON COOK, EDITH GARRETT BENSON, 2431 Maryland avenue, Baltimore.	:	(In Equity) No. 9969.

.....

ANSWER TO BILL OF COMPLAINT.

TO THE HONORABLE, THE JUDGES OF SAID COURT.

THE ANSWER OF Edith Benson Cook and Edith Garrett Benson, to the bill of complaint heretofore exhibited against them, respectfully represents unto your Honors:

In answer to each and every paragraph of said bill of complaint, these defendants say that they neither admit nor deny the allegations thereof and they call for strict proof thereof.

And having fully answered said bill of complaint, they pray to be hence dismissed, with their usual costs, etc.

Edith Benson Cook
EDITH BENSON COOK

E. Gardner Ziegler
E. GARDNER ZIEGLER

Edith Garrett Benson
EDITH GARRETT BENSON, Defendants.

Richard H. Stevenson
RICHARD H. STEVENSON,
Solicitors for Defendants.

Filed 18 July, 1950

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BLANCHE L. CRAPP, widow, et als, Plaintiffs	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY
LAURA E. LINTHICUM HERZOG, widow, et als, Defendants	:	#9969

- - - - - - - - - - -

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

The answer of Lillian Strobel Dinning, one of the defendants in this cause, to the bill of complaint of Blanche L. Crapp and others against her and others in this Honorable Court exhibited.

This defendant answering, says:

1. That she is without knowledge of the allegations in paragraphs 1 through 5, both inclusive, of said bill of complaint.

2. This defendant further says that she is without knowledge of the allegations in paragraph 6 of said bill of complaint, except that she admits that G. Milton Linthicum, referred to in said 6th paragraph, was her grandfather and was the son of said Sweetser Linthicum.

3. Further answering said bill of complaint, this defendant says that she has no knowledge of the allegations contained in paragraphs 7 through 29, both inclusive, of said bill of complaint.

4. This defendant admits the allegations of paragraph 30 of said bill of complaint.

5. This defendant says that she has no knowledge of the allegations contained in paragraph 31 of said bill of complaint.

6. This defendant admits the allegations of paragraphs 32 and 33 of said bill of complaint.

7. This defendant admits the allegations of paragraph 34 of said bill of complaint with the exception of the allegation that this defendant, Lillian Strobel Dinning, is the only grandchild of said G. Milton Linthicum. This defendant is advised that Howland Linthicum has one son, Gary Linthicum, who is also a grandchild of said G. Milton Linthicum.

8. This defendant admits the allegation of paragraph 35 of said bill of complaint.

Filed 26 July, 1950

9. This defendant says that she has no knowledge of the allegations contained in paragraphs 36 through 42, both inclusive, of said bill of complaint.

10. This defendant admits the allegations of paragraph 43 of said bill of complaint.

And she prays to be hence dismissed with her costs.

AND AS IN DUTY BOUND, ETC.

Lillian S. Dunning

Roger B. Williams
Solicitor for Defendant

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BLANCHE L. CRAPP, widow, et al	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
LAURA E. LINTHICUM HERZOG, widow, et al	:	ANNE ARUNDEL
	:	COUNTY
	:	IN EQUITY # 9969

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

ANSWER

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The answer of Helen Gambrill Goldsborough, one of the defendants in this cause, by Edward A. Supplee, her attorney, to the bill of complaint of Blanche L. Crapp, and others, against her, and others, in this Honorable Court exhibited.

This defendant, answering, says:

1. That as to paragraphs one through six, eleven, twelve, and fourteen through forty-three, this defendant states that she is without knowledge of the matters and facts alleged therein, but demands strict proof thereof.

2. That as to paragraphs eight and ten, this defendant admits the matters and facts alleged therein.

3. That as to paragraph seven, this defendant admits the matters and facts alleged in the first sub-paragraph thereof, but in answer to the third sub-paragraph thereof, says that substantial proportions of the legacies to Mary B. Harlan, Elizabeth L. Benson, Edith Benson, and Irene Benson have been paid; that no part of the devise and bequest of the rest and residue of Elizabeth Valerie Benson's estate to Sweetser L. Benson, George McGaw Benson, and Charles Edgar Benson to the extent of $1600 each has been paid.

4. That as to paragraph nine, this defendant admits that Helen Aletta Benson Gambrill died intestate on or about December 10, 1939, but specifically denies that William Edmonds Gambrill (incorrectly named in the bill as William Edwards Gambrill) is a surviving heir-at-law of Helen Aletta Benson

Filed 19 Aug., 1950.

Gambrill, but says that on or about the 4th day of April, 1939, Helen Aletta Benson Gambrill and William Edmonds Gambrill were divorced a vinculo matrimonii by decree of the Circuit Court of Baltimore City.

5. That as to paragraph thirteen, this defendant admits the matters and facts alleged therein, except that she specifically denies that William Edmonds Gambrill is entitled to any part of the residue of the estate of Elizabeth Valerie Benson, he having been divorced from Helen Aletta Benson Gambrill as alleged in paragraph four of this answer.

6. Further answering said bill of complaint, this defendant says that the State Planning Commission of Maryland is presently formulating plans for the purchase by the State of all or part of the land, the subject of these proceedings, and for the construction thereon of a portion of a large state park; that the State Planning Commission has placed a valuation upon said land greatly in excess of the price for which it could be sold at public sale; that said land being largely unimproved and unfit for cultivation, would bring a relatively small price in a forced or immediate sale to the public; that said land has for many years remained in the common ownership of many persons, and that a forced or hastened sale to the public at this time with the prospect of a re-sale by the purchaser in the near future to the State of Maryland for park purposes could only be of benefit to speculators and detrimental to the parties herein.

Hence this defendant says that it would be most equitable and advantageous to all parties entitled to share in said land that the trustee or trustees appointed to sell said land be directed to arrange for the sale to the State of Maryland of such portion as it may desire to purchase for park purposes.

WHEREFORE, having fully answered said bill of complaint, this defendant consents and desires that this court may pass such decree as to it may seem proper and just in the premises, and prays that she may be hence dismissed, with her

costs of suit.

AND AS IN DUTY BOUND, etc.

Edward A. Smythe
ATTORNEY FOR DEFENDANT
Helen Gambrill Goldsborough

Copy of the foregoing answer mailed this 15th day of August, 1950, to Charles F. Rechner, Jr. and Sweetser Linthicum, 100 St. Paul Street, Baltimore 2, Maryland, solicitor for the complainants.

Edward A. Smythe

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BLANCHE L. CRAPP, ET AL	:	IN THE CIRCUIT COURT
	:	FOR ANNE ARUNDEL COUNTY
vs	:	In Equity
LAURA E. LINTHICUM HERZOG, ET AL	:	No. 9969
	:	

. . . . . .

PETITION FOR LEAVE TO AMEND THE BILL OF COMPLAINT

Filed 17 Nov., 1950

Your Petitioners, Blanche L. Crapp, Thomas L. Linthicum and Artie Linthicum, his wife, Walter J. Linthicum and Heddy Linthicum, his wife, Seth H. Linthicum and Mary P. Linthicum, his wife, Sarah Louise Linthicum, Eleanor Linthicum Woodruff, Sweetser Linthicum, Mary Delmah Linthicum, Matilda Linthicum Vickrey, Mary Delmah Linthicum, Joseph B. Linthicum and Agnes V. Linthicum, his wife, Irene Amanda Shipley, Richard Luther Shipley, Jr., Grover Cleveland Shipley, Laura Linthicum Shipley Roberts, Angela Keenan Benson, Adrienne T. Cunningham, Elizabeth L. Benson Wallace, Edith M. Benson Hamberger, and Irene Benson Webster, by their solicitors, Charles F. Rechner, Jr. and Sweetser Linthicum ask leave of the Court to amend the Bill of Complaint heretofore filed in this cause in the following manner:

1. To make H. Gary Linthicum a party defendant herein by interlining his name as a defendant in the caption of the Bill of Complaint, as follows: "H. Gary Linthicum, 4307 Wickford Road, Baltimore, Maryland.

2. To change paragraph Number 34 of the Bill of Complaint by interlining after the name "Lillian Strobel Dunning", the name, H. Gary Linthicum, and by changing the word"grandchild" in the

third line of paragraph Number 34 to "grandchildren".

3. To change the prayer for process by adding thereto by interlining, the name "H. Gary Linthicum".

4. To change the name of"Elizabeth Valerie Linthicum" in the caption of the Bill of Complaint interlining the name "Elizabeth Virginia Linthicum".

5. To change the name "Elizabeth Valerie Linthicum" in paragraph Number 20 to "Elizabeth Virginia Linthicum".

6. To change the name "Elizabeth Valerie Linthicum" in paragraph Number 41 to "Elizabeth Virginia Linthicum".

7. To substitute in lieu of paragraph Number Nine of the Bill of Complaint a new paragraph to read as follows:

"That the said Helen Aletta Benson Gambrill died intestate, on or about December 10, 1939, leaving surviving her as her sole heir-at-law, Helen Gambrill Goldsborough, a daughter, the said Helen Aletta Benson Gambrill having been divorced from her husband William E. Gambrill, a vinculo matrimonii by decree of the Circuit Court of Baltimore City passed April 4,1939.

8. To strike out the following words in paragraph thirteen "and William Edwards Gambrill, husband of Helen Aletta Benson Gambrill".

9. To dismiss the Bill of Complaint as to William Edwards Gambrill who has no interest in the lands, the subject of these proceedings by reason of said divorce.

10. To add to the Bill of Complaint a new paragraph numbered 2A to read as follows: That the said Sweetser Linthicum by deed dated November 5, 1861 and recorded among the Land Records of Anne Arundel County in Liber N.H.G. No.10, folio 289 conveyed unto James M. Lucas ten and one-quarter acres of the tract described in paragraph No. 1 b, hereof.

Your Petitioners further represent unto your Honor that the order of publication in this Cause has not yet been published

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and that publication thereof would entail great expense, and further that since, all of the non-resident parties to this cause have heretofore submitted themselves to the jurisdiction of this Court by filing their answers to the Bill of Complaint herein, and since your Petitioners are now convinced that all of the parties having any interest in the land, the subject of these proceedings are parties to this Cause and subject to the jurisdiction of this Court, they deem the expense of publishing the order of publication unnecessary. They therefore, pray the Court:

1. To rescind the order of publication.

2. To grant leave to amend the Bill of Complaint: A. By striking from the caption thereof the following words:

"Any and all unknown children, descendants, heirs-at-law, legatees, distributees, devisees, next of kin, widows, and widowers and personal representatives, whether resident of the State of Maryland or not, of any of the defendants who may be deceased."

" Any and all unknown persons whether resident of the State of Maryland or not, or bodies corporate who may be interested in, or may claim any interest in the property sought to be sold and particularly mentioned and described in this Bill of Complaint".

B. By striking from paragraph Number 41 thereof the words "any and all unknown children, descendants, heirs-at-law, legatees, distributees, devisees, next of kin, widows and widowers and personal representatives whether resident of the State of Maryland or not, of any of the defendants who may be deceased are made parties defendant herein."

C. By striking out paragraph Number 42 thereof.

D. By striking out the prayer for an order of publication.

And they will ever pray, etc.

Charles F. Rechner, Jr.

Charles F. Rechner, Jr.

Sweetser Linthicum

Sweetser Linthicum
Solicitors for the Complainants

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ORDER

Upon the foregoing Petition and it appearing to the Court that all of the defendants have been summoned or have filed Answers in this cause, it is this 17th day of November, in the year one thousand nine hundred and fifty, Ordered by the Circuit Court for Anne Arundel County, In Equity, that the Bill of Complaint in this cause be and it is hereby amended in the following manner:

Filed 17 Nov. 1950

1. H. Gary Linthicum is made a party defendant herein by interlining his name as a defendant in the caption of the Bill of Complaint as follows: "H. Gary Linthicum, 4307 Wickford Road, Baltimore, Maryland."

2. Paragraph Number 34 of the Bill of Complaint is changed by interlining after the name " Lillian Strobel Dinning", the name H. Gary Linthicum, and by changing the word "grandchild" in the third line of paragraph Number 34 to "grandchildren".

3. The prayer for process is changed by interlining the name "H. Gary Linthicum".

4. The caption of the Bill of Complaint is changed by striking out the name "Elizabeth Valerie Linthicum" and interlining the name "Elizabeth Virginia Linthicum".

5. The name "Elizabeth Valerie Linthicum" in paragraph Number 20 is changed to "Elizabeth Virginia Linthicum".

6. The name"Elizabeth Valerie Linthicum" in paragraph Number 41 is changed to "Elizabeth Virginia Linthicum".

7. Paragraph Number 9 is stricken out and a new paragraph is inserted in lieu thereof to read as follows: That the said Helen Aletta Benson Gambrill died, intestate, on or about December 10,1939 leaving surviving her as her sole heir-at-law, Helen Gambrill Goldsborough, a daughter, the said Helen Aletta Benson Gambrill having been divorced from her husband William E. Gambrill, a vinculo

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matrimonii by decree of the Circuit Court of Baltimore City passed April 4,1939.

8. The following words are stricken out in paragraph 13 "and William Edwards Gambrill, husband of Helen Aletta Benson Gambrill".

9. The Bill of Complaint is dismissed as to William Edwards Gambrill.

10. A new paragraph Numbered 2A is added to the Bill of Complaint by interlineation as follows: That the said Sweetser Linthicum by deed dated November 5,1861 and recorded among the Land Records of Anne Arundel County in Liber N.H.G. No. 10, folio 289 conveyed unto James M. Lucas, ten and one-quarter acres of the tract described in paragraph No. 1b hereof.

It is further ordered by the Court that the order of publication passed in this cause be and it is hereby rescinded and the Bill of Complaint is hereby further amended by striking from the caption thereof, the following words:

"Any and all unknown children, descendants, heirs-at-law, legatees, distributees, devisees, next of kin, widows, and widowers and personal representatives, whether resident of the State of Maryland or not, of any of the defendants who may be deceased. "

"Any and all unknown persons whether resident of the State of Maryland or not, or bodies corporate who may be interested in, or may claim any interest in the property sought to be sold and particularly mentioned and described in this Bill of Complaint", and by striking from paragraph Number 41 thereof the words "any and all unknown children, descendants, heirs-at-law, legatees, distributees, devisees, next of kin, widows and widowers and personal representatives whether resident of the State of Maryland or not, of any of the defendants who may be deceased are made parties defendant herein, by striking out paragraph number 42 thereof, and by striking out the prayer for an order of publication."

Benjamin Michaelson
Judge

Copies of the within Petition and Order mailed to the following parties by Registered Mail on

Laura E. Linthicum Herzog, 2712 N. Charles Street, Baltimore, Maryland

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Edith Benson Cook, 2431 Maryland Avenue, Baltimore, Maryland
Robert L. Benson, Pimlico Hotel, 5301 Park Heights Avenue, Baltimore, Maryland
Lucille Benson Richardson, Chestnut Avenue, Towson 4, Maryland
Edith Garett Benson, 2431 Maryland Avenue, Baltimore, Maryland
Edward A. Supplee, 10 Light Street, Baltimore, 2, Maryland
Solicitor for Helen Gambrill Goldsborough
William Edwards Gambrill, 2306 Orleans Street, Baltimore, Maryland
Armstrong, Machen and Eney, 28th Floor Mathieson Building, Baltimore, Maryland,
Solicitors for The Fidelity Trust Company, Substituted Trustees under the Will of G. Milton Linthicum
Howland Linthicum, c/o Lillian S. Dinning, Malvern Ave & Ruxton Rd., Towson 4, Md.
Roger B. Williams, Esquire, 1604 First National Bank Building, Baltimore 2, Maryland,
Solicitor for Lillian Strobel Dinning
Elizabeth Virginia Linthicum, 1325 Quincy Street, N.E., Washington, D.C.
Anne E. Linthicum Corbett 119 W. 29th Street, Baltimore, Maryland
Charles Edward Hartman, 4503 Underwood Road, Baltimore, Maryland
Benjamin L. Wolfson, Esquire, Solicitor for H. Virginia Whitehurst Linthicum,
Tower Building, Baltimore, Maryland
William Perry Linthicum, 308 Griffith Lane, Glen Burnie, Maryland
Helen Anne Linthicum, Memorial Hospital, Cumberland, Maryland
Virginia Adele Linthicum, 1325 S. 23rd Street, Arlington, Virginia
Seth S. Linthicum, 311 E. 25th Street, Baltimore, Maryland
Stanley E. Hartman, 4503 Underwood Road, Baltimore, Maryland
Virginia Linthicum, 4405 Underwood Road, Baltimore, Maryland

Charles F. Rehmer Jr.
Solicitor for the Complainants

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7 AWMjr:rms 11/28/50

LIBER 98 PAGE 146

BLANCHE L. CRAPP, Widow, et al.	:	IN THE CIRCUIT COURT
vs.	:	FOR ANNE ARUNDEL COUNTY
LAURA E. LINTHICUM HERZOG, Widow, et al.	:	In Equity No. 9969

- : - : - : - : - : - : - : -

ANSWER OF THE FIDELITY TRUST COMPANY, SUBSTITUTED TRUSTEE U/W OF G. MILTON LINTHICUM, DECEASED, TO THE BILL OF COMPLAINT AS AMENDED BY ORDER OF COURT ENTERED HEREIN ON NOVEMBER 17, 1950

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The Answer of The Fidelity Trust Company, Substituted Trustee under the Will of G. Milton Linthicum, deceased, one of the Defendants herein, to the Bill of Complaint herein as amended and expanded by Order of this Honorable Court entered on November 17, 1950, respectfully represents unto your Honors:

1. This Respondent respectfully prays that its Answer heretofore filed on July 15, 1950, to the original Bill of Complaint filed herein be taken as an Answer to the Bill of Complaint as amended and expanded by Order of this Honorable Court entered herein on November 17, 1950, save and except, however, that this Respondent now admits the matters and facts alleged in Paragraph 34 of said Bill of Complaint as now amended to include the name of H. Gary Linthicum as one of the living grandchildren of the late G. Milton Linthicum, deceased.

2. This Respondent has no personal knowledge of the matters and facts alleged in Paragraphs 2 to 10 inclusive of the Petition for leave to amend the Bill of Complaint filed herein on or about November 16, 1950, and in the same numbered paragraphs of the Order entered herein on November 17, 1950, amending said Bill of Complaint, and therefore neither admits nor denies the same, but demands strict proof thereof.

Filed 30 Nov. 1950

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3. This Respondent has no personal knowledge of many details concerning the genealogy of the Linthicum family, and therefore does not know whether there are any unknown persons claiming by or under any of the Defendants named herein who may be deceased, or whether there are any other persons, whether resident of the State of Maryland or not, or bodies corporate who may be interested in or may claim any interest in the property sought to be sold and particularly mentioned and described in the Bill of Complaint herein. Accordingly, this Respondent does not know of its own personal knowledge whether the elimination of the Order of Publication against such parties will impair the validity of these proceedings and the title to the property sought to be sold, and this Respondent therefore demands strict proof of the pedigree of all parties interested in the property mentioned and described in the original Bill of Complaint filed herein.

4. This Respondent has been informed that the City of Baltimore is contemplating the purchase or condemnation of some or all of the property described in the original Bill of Complaint filed herein and therefore suggests that an immediate sale of the aforesaid property at this time might not be advantageous to the parties entitled to the proceeds thereof.

WHEREFORE, having fully answered the Bill of Complaint as amended by Order of this Honorable Court entered herein on November 17, 1950, this Respondent respectfully prays that it may be hence dismissed with its proper costs.

AND AS IN DUTY BOUND, etc.

THE FIDELITY TRUST COMPANY, Substituted Trustee U/W of G. Milton Linthicum, Deceased.

By Harvey L. Hall
Harvey L. Hall,
Trust Officer

Armstrong, Machen & Eney,
Solicitors for Defendant, The Fidelity Trust Company, Substituted Trustee U/W of G. Milton Linthicum, Deceased.

Service of a copy of the within Answer admitted this 25th day of November, 1950.

Charles F. Palmer Jr.

Solicitors for Complainants.

Filed Nov., 1950

BIANCHE L. CRAPP, widow, 4331 Roland Boulevard, St. Louis, Missouri, THOMAS L. LINTHICUM and ARTIE LINTHICUM, his wife, 321 N. Milton Drive, San Gabriel, California, Plaintiffs, et al. H. GARY LINTHICUM, 4307 Wickford Road, Baltimore, Maryland, (Plaintiff added, amendment)	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY (IN EQUITY)
vs.	
LAURA E. LINTHICUM HERZOG, widow, 2712 N. Charles Street, Baltimore, Maryland H. VIRGINIA WHITEHURST LINTHICUM, 515 E. 39th Street, Baltimore, Maryland, Defendants, et al. (Omitting WILLIAM EDWARDS GAMBRILL, 2306 Orleans Street, Baltimore, Maryland, as a party by amendment) ELIZABETH VIRGINIA LINTHICUM, 1325 Quincy Street, N.E. Washington, D. C., (amending name of this Defendant) (By amendment omitting any and all unknown children, etc, and omitting any and all unknown persons, etc.)	No. 9969 Docket 14, - Page 87

ANSWER OF H. VIRGINIA WHITEHURST LINTHICUM, WIDOW, ONE OF THE DEFENDANTS AS TO THE AMENDED BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGE OF THE SAID COURT:

H. VIRGINIA WHITEHURST LINTHICUM, widow of WILLIAM CHARLES LINTHICUM, for amended answer to the Amended Bill of Complaint hereinbefore filed against her and the nineteen (19) other defendants joined with her as the twenty (20) defendant parties, respectfully says:-

1. That this defendant consents to the amended changes prayed for by adding the name of H. GARY LINTHICUM, 4307 Wickford Road, Baltimore, Maryland, as a plaintiff, by striking out the name of WILLIAM EDWARDS GAMBRILL, 2306 Orleans Street, Baltimore, Maryland, as a party defendant, by amending the name of ELIZABETH VALERIE LINTHICUM to ELIZABETH VIRGINIA LINTHICUM, 1325 Quincy Street, N.E., Washington, D. C. and by omitting the last two general paragraphs in the defendants' part of the captioned parties as to "any and all unknown

children, etc." and as to "any and all unknown persons, etc."

2. That as to the added amended paragraph 2 A, this defendant has no personal knowledge of the amended allegations thereof and puts the complainants upon strict proof thereof.

3. That as to the amended and substituted paragraph 9, this defendant has no personal knowledge of the substituted allegations and puts the complainant upon strict proof thereof.

4. That as to the amended paragraph 13 omitting the words "and WILLIAM EDWARDS GAMBRILL, husband of HELEN ALETTA BENSON GAMBRILL," this defendant has consented to this change and desires her paragraph 1 of her original Answer hereinbefore filed on or about July 16, 1950, to be considered as and for her Amended Answer to the said paragraph 13 of the Amended Bill of Complaint, and likewise as to paragraph 20 substituting "ELIZABETH VIRGINIA LINTHICUM," for ELIZABETH VALERIE LINTHICUM.

5. This defendant consents to the dismissal of the Bill of Complaint as to WILLIAM EDWARDS GAMBRILL as set forth in paragraph numbered 9 of the Petition to Amend the Bill of Complaint.

6. This defendant consents to the modifications by change of name of one of the defendants in the original Bill of Complaint, paragraph numbered 41, as petitioned in paragraph 6 for amendment.

7. That as to the petitioners' prayers for rescinding the Order of Publication previously prayed for in the original Bill of Complaint and by further striking out paragraph 42 of the original Bill of Complaint and the Order of Court hereinbefore filed upon the prayer of the Petitioners to amend the Bill of Complaint, this defendant will adhere to and abide by any equitable and legal rulings of the Court therein, subject to any exceptions or objections which may appear mete, just or apparently necessary at a time of the hearing of this cause, should the occasion demand or arise therefrom.

8. And as to the remaining paragraphs in the original Bill of Complaint that have by encompassment apparently been taken along and included as part of the Amended Bill of Complaint, this defendant prays the reiteration without reinstatement of her Answer heretofore filed on or about July 16, 1950,

as to any and all other paragraphs numbered 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 14, 15, 16, 17 and 18 to stand as and for her Amended Answer to the Amended Bill of Complaint, and that her paragraphs 2, 3, 5 and 6 be likewise taken as her Amended Answer to the Amended Complaint as heretofore provided.

9. That her Answer originally filed July 16, 1950, with her paragraph 4 therein, be included to answer paragraphs 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39 and 40 by repetition and reiteration as Amended Answer to the Amended Bill of Complaint.

AND this respondent submits to the jurisdiction of this Honorable Court and having Answered she will forever pray it.

H. Virginia Whitehurst Linthicum

H. VIRGINIA WHITEHURST LINTHICUM,
Respondent.

BENJAMIN L. WOLFSON,
Attorney for the Respondent,
H. VIRGINIA WHITEHURST LINTHICUM,
701 Tower Building
Baltimore 2, Maryland
SAratoga-2179

CERTIFICATE OF SERVICE OF COPY

I HEREBY CERTIFY, that I have served a copy of the above Amended Answer to the Amended Bill of Complaint on behalf of the Respondent, H. VIRGINIA WHITEHURST LINTHICUM, by mailing one to each of the two solicitors representing the multi-parties Plaintiffs, to wit: CHARLES F. RECHNER, JR., 200 Title Building, Baltimore 2, Maryland, and SWEETSER LINTHICUM, 100 St. Paul Street, Baltimore 2, Maryland, on Thursday, November 30th, 1950.

BENJAMIN L. WOLFSON
Solicitor for Respondent,
H. Virginia Whitehurst Linthicum
701 Tower Building
Baltimore 2, Maryland
SAratoga-2179

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BLANCHE L. CRAPP, ET AL

VS

LAURA E. LINTHICUM HERZOG, ET AL

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
In Equity
No 9969

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM

Filed 16 Dec., 1950

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of the Plaintiffs in this case respectfully represents unto your Honor:

1st. That Virginia Linthicum, infant Defendant in this cause has been duly summoned.

2nd. That said Infant Defendant has no legal guardian.

Wherefor your Petitioners pray this Honorable Court to appoint a Guardian ad Litem to appear and answer for said Infant Defendant, and suggest that John H. Hopkins IV who has no interest whatever in this suit , be appointed Guardian ad Litem.

And as in duty bound, etc.

Charles F. Peterson Jr.
Solicitor for Plaintiff

Filed 18 Dec., 1950

ORDERED, by the Circuit Court of Anne Arundel County on this 18th day of December , 1950, upon the foregoing petition that John H. Hopkins IV be and he is hereby appointed Guardian ad Litem for the Infant Defendant named in the aforegoing Petition and he is hereby directed to appear and file his answer in her behalf.

Benjamin Michaelson
Judge

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BLANCHE L. CRAPP, ET AL	:	IN THE CIRCUIT COURT
VS	:	FOR ANNE ARUNDEL COUNTY
	:	In Equity
LAURA E. LINTHICUM HERZOG, ET AL	:	No. 9969

.....

ANSWER

Filed 19 Dec., 1950

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The answer of Virginia Linthicum, Infant Defendant named in the Bill of Complaint, as amended, in this Court against her exhibited, by John H. Hopkins duly appointed guardian ad Litem respectfully represents unto your Honor:

That the Defendant being an Infant under the age of twenty one years cannot admit nor deny, the allegations set up in said Bill of Complaint, as amended, and therefore, submits her rights to the protection of this Honorable Court.

And as in duty bound, &c.,

John H. Hopkins
Guardian ad Litem

BLANCHE L. CRAPP, widow, et al.,	:	In the CIRCUIT COURT for ANNE ARUNDEL COUNTY In Equity No. 9969
-vs-	:	
LAURA E. LINTHICUM HERZOG, widow, et al.	:	

****

A N S W E R

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Filed 20 Dec., 1950.

The Answer of H. Gary Linthicum, by T. K. Nelson Sterling, his solicitor, to the Amended Bill of Complaint exhibited against him, says:

1- That he has no personal knowledge of the allegations as set forth in the entire Amended Bill of Complaint containing 43 paragraphs, and, therefore, neither admits nor denies the allegations as therein set forth, and calls for strict proof thereof.

Having fully answered the Amended Bill of Complaint, the defendant, H. Gary Linthicum, prays this Honorable Court to allow him to go hence with his proper costs.

AND, as in duty bound, etc.

T. K. Nelson Sterling

T. K. Nelson Sterling, Solicitor for
H. Gary Linthicum, Defendant

I HEREBY CERTIFY that, on this 18th day of December, 1950, I mailed a copy of the aforegoing Answer to Sweetser Linthicu, Esq., and Charles F. Rechner, Jr., Esq., at 100 St. Paul Street, Baltimore, 2, Maryland, and 200 Title Building, Baltimore, 2, Maryland.

T. K. Nelson Sterling

T. K. Nelson Sterling, Solicitor for
H. Gary Linthicum, Defendant

BLANCHE L. CRAPP, widow, et al	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
LAURA E. LINTHICUM HERZOG, widow, et al	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY # 9969

::::::::::

ANSWER TO AMENDED BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The answer of Helen Gambrill Goldsborough, one of the defendants in this cause, by Edward A. Supplee, her attorney, to the bill of complaint of Blanche L. Crapp, and others, against her, and others, in this Honorable Court exhibited.

This defendant, answering, says:

1. That as to paragraphs one through six, eleven, twelve, and fourteen through forty-three, this defendant states that she is without knowledge of the matters and facts alleged therein, but demands strict proof thereof.

2. That as to paragraphs eight, nine, ten and thirteen, this defendant admits the matters and facts alleged therein.

3. That as to paragraph seven, this defendant admits the matters and facts alleged in the first sub-paragraph thereof, but in answer to the third sub-paragraph thereof, says that substantial proportions of the legacies to Mary B. Harlan, Elizabeth L. Benson, Edith Benson, and Irene Benson have been paid; that no part of the devise and bequest of the rest and residue of Elizabeth Valerie Benson's estate to Sweetser L. Benson, George McGaw Benson, and Charles Edgar Benson to the extent of $1600 each has been paid.

4. Further answering said bill of complaint, this defendant says that the State Planning Commission of Maryland has formulated plans for the purchase by the State of all or part of the land, the subject of these proceedings, and for the

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construction thereon of a portion of a large state park; that legislation is presently being drafted for the appropriation of funds for said purchase; that the State Planning Commission has placed a valuation upon said land greatly in excess of the price for which it could be sold at public sale; that said land being largely unimproved and unfit for cultivation, would bring a relatively small price in a forced or immediate sale to the public; that said land has for many years remained in the common ownership of many persons, and that a forced or hastened sale to the public at this time with the prospect of a re-sale by the purchaser in the near future to the State of Maryland for park purposes could only be of benefit to speculators and detrimental to the parties herein.

Hence this defendant says that it would be most equitable and advantageous to all parties entitled to share in said land that the trustee or trustees appointed to sell said land be directed to arrange for the sale to the State of Maryland of such portion as it may desire to purchase for park purposes.

WHEREFORE, having fully answered said bill of complaint, this defendant consents and desires that this court may pass such decree as to it may seem proper and just in the premises, and prays that she may be hence dismissed, with her costs of suit.

AND AS IN DUTY BOUND, etc.

Phillips Lee Goldsborough, III

Edward A. Supplee
Edward A. Supplee
Attorneys for Defendant
Helen Gambrill Goldsborough

Copy of the foregoing answer mailed this 19th day of December, 1950, to Charles F. Rechner, Jr. and Sweetser Linthicum, 100 St. Paul Street, Baltimore 2, Maryland, solicitor for the complainants.

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BLANCHE L. CRAPP, ET AL

vs.

LAURA E. LINTHICUM HERZOG, ET AL

No. 9969 DIVORCES - - EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

The Defendants Robert L. Benson, Anne E. Linthicum Corbett, Charles Edward Hartman, William Perry Linthicum, Stanley E. Hartman ~~after Order of Publication duly published (or served)~~ having been duly summoned and having failed to appear to the Bill of Complaint and answer same, according to the command of the said ~~Order of Publication~~ or Writ of Summons;

Filed 10 Jan., 1951.

It is thereupon this 10th day of January, 19 51, by the Circuit Court for Anne Arundel County in Equity, adjudged, ordered and decreed that said Bill of Complaint be and the same is hereby taken Pro Confesso against said defendants.

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

Benjamin Michaelson
Judge

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BLANCHE L. CRAPP, widow, et als, Plaintiffs	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY
vs.	:	
LAURA E. LINTHICUM HERZOG, widow, et als, Defendants	:	#9969

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

The answer of Lillian Strobel Dinning, one of the defendants in this cause, to the bill of complaint of Blanche L. Crapp and others against her and others as amended by Order of this Honorable Court dated November 17, 1950, respectfully represents unto your Honor:

1. This defendant prays that her answer heretofore filed on July 26, 1950 to the original bill of complaint filed herein be taken as an answer to the amended bill of complaint save and except, however, that this defendant now admits the matters and facts alleged in paragraph 34 of said amended bill of complaint.

2. This defendant has no personal knowledge of the matters and facts alleged in paragraphs 3 to 10, inclusive, of the petition for leave to amend the bill of complaint filed herein on or about November 16, 1950, and in the same numbered paragraphs of the Order entered herein November 17, 1950, amending said bill of complaint and therefore neither admits nor denies the same but demands strict proof thereof.

3. This defendant has been informed that the City of Baltimore is contemplating the purchase or condemnation of some or all of the property described in the original bill of complaint filed herein and therefore suggests that an immediate sale of the aforesaid property at this time might not be advantageous to the parties entitled to the proceeds thereof.

WHEREFORE, having fully answered the bill of complaint as amended by Order of this Honorable Court entered herein on November 17, 1950, this respondent respectfully prays that it may be hence dismissed with its proper costs.

AND AS IN DUTY BOUND, ETC.

Lillian Strobel Dinning
Lillian Strobel Dinning

Roger B. Williams
Solicitor for Defendant

Filed 18 Jan., 1951

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8 AWMjr:rms 8593 2/20/51

LIBER 98 PAGE 158

BLANCHE L. CRAPP, Widow, et al.	:	IN THE
vs.	:	CIRCUIT COURT
LAURA E. LINTHICUM HERZOG, Widow, et al.	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	In Equity
	:	No. 9969

Docket 14/ page 87

PETITION AND ORDER TO TAKE TESTIMONY IN OPEN COURT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Helen Gambrill Goldsborough, The Fidelity Trust Company, Substituted Trustee under the Will of G. Milton Linthicum, Lillian Strobel Dinning, and H. Virginia Whitehurst Linthicum, some of the Defendants named herein, by their respective solicitors, respectfully represent unto your Honor:

That they desire to examine orally, in open Court and in the presence of your Honor, certain witnesses who can testify to the facts and matters relevant to the allegations of the Amended Bill of Complaint and Answers filed in this case, but by Stipulation of Counsel attached hereto the solicitors for the Complainants and for these Defendants have agreed that evidence as to genealogy and family pedigree may be taken before Emanuel Klawans, Esq., one of the standing Examiners of this Honorable Court.

Your Petitioners therefore pray your Honor to pass an order, according to the Statutes for such cases made and provided.

AND AS IN DUTY BOUND, etc.

Filed Feb 21, 1951

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Edward A. Supplee

Edward A. Supplee,
Solicitor for Helen Gambrill
Goldsborough

Armstrong, Machen & Eney

Armstrong, Machen & Eney,
Solicitors for The Fidelity
Trust Company, Substituted
Trustee u/w G. Milton Linthicum

Roger B. Williams

Roger B. Williams,
Solicitor for Lillian Strobel
Dinning

Benjamin L. Wolfson

Benjamin L. Wolfson,
Solicitor for H. Virginia
Whitehurst Linthicum

Filed 21 Feb, 1951

LIBER 98 PAGE 160

O R D E R

Upon the foregoing Petition and Application and the attached Stipulation of Counsel, it is this 21st day of February, 1951,

ORDERED that the Petitioners have leave to take testimony as prayed.

Benjamin Michaelson
Judge.

Service of copy of the within Petition and above Order is hereby admitted this 20th day of February, 1951.

Charles F. Richmond
Solicitor for Complainants

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Copies of the within Petition and Order mailed to the following parties this 20th day of February, 1951.

Laura E. Linthicum Herzog, 2712 N. Charles Street, Baltimore, Maryland

Lucille Benson Richardson, Chestnut Avenue, Towson 4, Maryland

William Edwards Gambrill, 2306 Orleans Street, Baltimore, Maryland

Howland Linthicum, c/o Lillian Strobel Dinning, Malvern Avenue & Ruxton Road, Baltimore, Maryland

Elizabeth Virginia Linthicum, 1325 Quincy Street, N.E., Washington, D. C.

Helen Anne Linthicum, Memorial Hospital, Cumberland, Maryland

Virginia Adele Linthicum, 1325 S. 23rd Street, Arlington, Virginia

Seth S. Linthicum, 311 25th Street, Baltimore, Maryland

T. K. Nelson Sterling, 1101 Fidelity Building, Baltimore 1, Maryland

John H. Hopkins III, Guardian ad Litem for Virginia Linthicum, Infant, Court House, Annapolis, Maryland

R. H. Stevenson, 2 E. Lexington Street, Baltimore 2, Maryland, Solicitor for Edith Benson Cook and Edith Garett Benson

Armstrong Machen & Lacy

Solicitors for the Fidelity Trust Company, Substituted Trustee u/w G. Milton Linthicum

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BLANCHE L. CRAPP, Widow, et al.	:	IN THE
vs.	:	CIRCUIT COURT
LAURA E. LINTHICUM HERZOG, Widow, et al.	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	In Equity
	:	No. 9969

Docket 14/page 87

STIPULATION OF COUNSEL AS TO
TESTIMONY TO BE TAKEN BEFORE EXAMINER

The undersigned counsel do hereby stipulate and agree that notwithstanding the fact that counsel for the Defendants named below have filed a Petition to Take Testimony in this case in open court rather than before an Examiner, nevertheless, testimony as to genealogy and family pedigree may be taken before Emanuel Klawans, Esq., Examiner.

Charles F. Rechner, Jr.,
Solicitor for Complainants

Edward A. Supplee
Edward A. Supplee,
Solicitor for Helen Gambrill Goldsborough

Armstrong, Machen & Eney
Armstrong, Machen & Eney,
Solicitors for The Fidelity Trust Company, Substituted Trustee u/w G.Milton Linthicum

Roger B. Williams
Roger B. Williams,
Solicitor for Lillian Strobel Dinning

Benjamin L. Wolfson
Benjamin L. Wolfson,
Solicitor for H. Virginia Whitehurst Linthicum

Filed 21 Feb, 1951

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Blanche L. Crapp, widow, et al.	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
Laura E. Linthicum Herzog, widow, et al.	:	ANNE ARUNDEL COUNTY
	:	In Equity
	:	No. 9969
	:	

Stipulation of counsel as to Testimony to be taken before Examiner

Filed 2 Oct., 1951.

The undersigned counsel do hereby stipulate and agree that notwithstanding the fact that counsel for the Defendants named below have secured leave of the Court to take testimony in open Court, testimony as to pedigree, the jurisdictional allegations of the bill of complaint, prospective purchasers, and any other testimony necessary to lay the foundation for a decree appointing trustees to sell the property in this cause may be taken before one of the Standing Examiners of the Court.

Charles F. Rechner Jr.
Solicitor for the Complainants

Phillips L. Goldsborough III
Solicitor for Helen Gambrill Goldsborough

Venable, Baetjer and Howard
Solicitors for the Fidelity Trust Company, Substituted Trustee u/w G. Milton Linthicum

Roger B. Williams
Solicitor for Lillian Strobel Dinning

Benjamin L. Wolfson
Solicitor for H. Virginia Whitehurst Linthicum

BLANCHE L. CRAPP, WIDOW, ET AL.	:	IN
PLAINTIFFS,	:	THE CIRCUIT COURT
VS.	:	FOR
LAURA E. LINTHICUM HERZOG, WIDOW, ET AL.	:	ANNE ARUNDEL COUNTY
DEFENDANTS	:	No. 9969 Equity
	:	

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TESTIMONY ON BEHALF OF THE PLAINTIFFS

February 24, 1951

Present:

Mr. Charles F. Rechner, Jr., Solicitor for Plaintiffs.

Mr. Phillips Lee Goldsborough, Solicitor for Helen Gambrill Goldsborough.

Mr. Benjamin L. Wolfson, Solicitor for H. Virginia Whitehurst Linthicum.

Mr. Machen, Solicitor for The Fidelity Trust Co.,Sub. Tr. u/w G. Milton Linthicum

Mr. John H. Hopkins, IV, Guardian Ad Litem.

Mr. Emanuel Klawans, Examiner.

Mrs. Katharine H. McCutchan, Court Stenographer.

Witnesses:

Mr. Seth H. Linthicum, pages 2 to 17 incl.

Miss Sarah Louise Linthicum, page 18.

Filed 19 Oct, 1951

Seth H. Linthicum, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Rechner)

1. State your name, residence and occupation.

A. Seth H. Linthicum, attorney at law, Linthicum Heights, Maryland.

2. Are you familiar with all the parties in this case?

A. I am.

3. Are they all related to you by blood or marriage?

A. Yes.

4. When did Sweetser Linthicum die?

A. He died March 29, 1905.

5. Are you familiar with the lands mentioned in these proceedings?

A. Yes.

6. That is of the lands of which Sweetser Linthicum died seized?

A. Yes.

7. Do you know how these tracts were acquired by Sweetser Linthicum?

A. He acquired most of them by patent, one he acquired by deed.

(CERTIFIED COPY OF A PATENT DATED AUGUST 5, 1861 AND RECORDED AMONG THE LAND RECORDS OF THE LAND OFFICE OF MARYLAND IN LIBER W.L.W.S. No. 2, FOLIO 8, MARKED AS EXAMINERS EX. 1) (FILED HEREWITH)

(CERTIFIED COPY OF PATENT DATED AUGUST 5, 1861 AND RECORDED AMONG THE RECORDS OF THE LAND OFFICE OF MARYLAND IN LIBER W.L.W.S. No. 2, FOLIO 6, MARKED AS EXAMINER'S EX. 2) (FILED HEREWITH)

(DEED DATED SEPTEMBER 29, 1873, FROM THALES A. LINTHICUM TO SWEETSER LINTHICUM, RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER S. H. No. 8, FOLIO 104, MARKED AS EXAMINER'S EX. 3)(FILED HEREWITH)

8. Did Sweetser Linthicum leave a Will?

A. Yes.

9. Do you know what his Will provided with reference to the land subject to these proceedings?

A. He left it to J. Charles Linthicum and William Linthicum as trustees for a period of 25 years. At the end of that time, the land was to be sold and the money divided between them.

10. When you say the money divided between them, whom do you mean?

A. Divided between his ten children who were all then living at the time of his death with the exception of one, Asa Linthicum, and that was to go to his children.

(CERTIFIED COPY OF THE WILL OF SWEETSER LINTHICUM RECORDED AMONG THE REGISTER OF WILLS RECORDS OF ANNE ARUNDEL COUNTY IN LIBER R. B. No. 1, FOLIO 296, MARKED AS EXAMINER'S EX. 4)(FILED HEREWITH)

11. Who was the wife of Sweetser Linthicum?

A. Laura E. Linthicum.

12. When did she die?

A. She died August 13, 1910.

13. Who were the heirs at law of Sweetser Linthicum?

A. Elizabeth Valerie Linthicum Benson, James Smith Linthicum, Annie Sweetser Linthicum Shipley, William Linthicum, Asa Shinn Linthicum, Sweetser Linthicum, Jr., J. Charles Linthicum, G. Milton Linthicum, Seth H. Linthicum, W. Hampton Linthicum.

14. Were all these heirs your brothers and sisters?

A. Yes.

15. You said before that Asa Shinn Linthicum predeceased his father, did he leave any children?

A. No.

16. Are you certain that he didn't leave any children?

A. Asa Shinn Linthicum died and he left two children, Asa Shinn Linthicum, Jr. and Joseph Benson Linthicum.

17. They were heirs of Sweetser Linthicum?

A. Yes.

18. They were heirs of Sweetser Linthicum because their father was deceased. When did Elizabeth Valerie Benson die?

A. January 4, 1934.

19. Who was her husband?

A. Joseph B. Linthicum.

20. Are you sure that is correct.

A. The husband of Elizabeth Valerie Benson was Joseph Kelley Benson.

21. Did he predecease his wife?

A. Yes.

22. Did she leave a Will?

A. Yes.

23. Do you know what the provisions of her Will were affecting the property involved in these proceedings?

A. She devised the rest and residue of her property after the death of her husband, $600 to her daughter, Mary B. Harlan, and bequeathed the sum of $3500 to her grandchildren, Elizabeth L. Benson, Edith Benson and Irene Benson. They are now married.

24. What did she provide as to the rest and residue of the property?

A. The rest and residue she left to Sweetser L. Benson, Charles Edgar Benson and George McGaw Benson.

25. Did they get the complete rest and residue?

A. With the exception of a small amount which goes to these others because all of the legatees of Mrs. Benson have not been paid.

(CERTIFIED COPY OF WILL OF ELIZABETH BENSON RECORDED AMONG THE REGISTER OF WILLS RECORDS OF BALTIMORE CITY IN LIBER J.H.B. No. 178, FOLIO 299, MARKED EXAMINER'S EX. 5).(FILED HEREWITH)

26. Do you know if the cash legacies that were provided by the Will of Elizabeth Valerie Benson have been paid?

A. They have not.

27. Do you know to what extent they have been paid?

A. On this estimate I have made here, to Mary B. Harlan, I figured at less than $50.00 to be paid her.

28. I would like to have the exact amount if you really know it?

A. I think this is the amount, $42.28 to Mary B. Harlan, Elizabeth Benson Wallace, $81.94, Edith Benson Hamberger, $81.94, and Irene Benson Webster, $81.94.

29. That is amount still due?

A. Yes.

30. How about the legacies to Sweetser L. Benson, Charles Edgar Benson and George McGaw Benson?

A. None of those have been paid.

31. No part of them?

A. No part of them. That is to come out of the rest and residue.

(MR. GOLDSBOROUGH: SINCE THE TESTIMONY TODAY IS LIMITED TO PEDIGREE, I RESERVE THE RIGHT TO TESTIFY, TO PRESENT EVIDENCE IN THE FUTURE AS TO THE AMOUNT OF THE LEGACIES UNDER THE WILL OF ELIZABETH VALERIE BENSON, THAT IS TO THE AMOUNTS WHICH HAVE BEEN PAID AND TO THE AMOUNTS THAT REMAIN TO BE PAID.)

32. What is the present name of Elizabeth S. Benson?

A. Elizabeth Benson is now Elizabeth Benson Wallace.

33. What is the present name of Edith Benson?

A. Edith Benson Hamberger.

34. What is the present name of Irene Benson?

A. Irene Benson Webster.

35. Are all these three parties now living?

A. Yes.

36. When did Sweetser L. Benson die?

A. He died on September 22, 1928.

37. Did he leave a Will?

A. No.

38. Who were his heirs at law?

A. Eudora Benson, his widow, Helen Aletta Benson Gambrill and Robert L. Benson and Lucille Benson Richardson.

39. These were all sons and daughters of Sweetser L. Benson?

A. Yes.

40. Are Robert L. Benson and Lucille Benson Richardson living?

A. Yes.

41. When did Helen Aletta Benson Gambrill die?

A. December 10, 1939.

42. Did she leave a Will?

A. No.

43. Who were her heirs at law?

A. Helen Gambrill Goldsborough.

44. What relation was she to Helen Aletta Benson Gambrill?

A. A daughter.

45. Was Helen Aletta Benson Gambrill married at the time of her death?

A. She was divorced.

46. Who was her divorced husband?

A. William Gambrill.

(CERTIFIED COPY OF A DIVORCE DECREE A VINCULO MATRIMONII PASSED BY THE CIRCUIT COURT OF BALTIMORE CITY ON APRIL 4, 1939, DIVORCING WILLIAM E. GAMBRILL FROM HELEN A. BENSON GAMBRILL, MARKED EXAMINERS EX. No. 6) (FILED HEREWITH)

47. When did Eudora Benson die?

A. She died in 1944.

48. Did she leave a Will?

A. No.

49. Who were her heirs at law?

A. Robert L. Benson, Lucille Benson Richardson, Helen Gambrill Goldsborough.

50. Are all these parties now living?

A. Yes.

51. What relationship were Robert L. Benson, Lucille Benson Richardson and Helen Gambrill Goldsborough to Eudora Benson?

A. Children.

52. Robert L. Benson was a son?

A. Yes.

53. Lucille was her daughter and Helen was another daughter? Wasn't Helen Gambrill Goldsborough a granddaughter of Eudora Benson?

A. No.

54. Who was the mother of Helen Gambrill Goldsborough? The children of Sweetser Benson and Eudora Benson were Helen Aletta, Robert L. and Lucillle Benson, those three.

A. Helen Gambrill Goldsborough is a granddaughter of Sweetser and Eudora Benson.

55. When did George McGaw Benson die?

A. March 20, 1940.

56. Did he leave a Will?

A. No.

57. Who were his heirs at law?

A. Edith Garrett Benson, his widow, Edith Benson Cook, a daughter, both are living.

58. When did Charles Edgar Benson die?

A. October 30, 1935.

59. Did he leave a Will?

A. No.

60. Who were his heirs at law?

A. His widow, Angela Keenan Benson and Adrienne T. Cunningham.

61. What relationship was she to Charles Edgar?

A. Daughter.

62. Who were the surviving grandchildren of Elizabeth Valerie Benson?

A. Edith Benson Cook, Robert L. Benson, Lucille Benson Richardson, Adrienne T. Cunningham, Helen Aletta Benson Gambrill.

63. Is there anyone else who shared in that?

A. The grandchildren, Helen Gambrill Goldsborough, Helen Aletta Benson Gambrill. I testified Helen Aletta Benson Gambill was deceased.

64. When did James Smith Linthicum die?

A. June 12, 1912.

65. Did he leave a Will?

A. Yes.

66. Do you know what that Will provided with reference to the property in these proceedings?

A. He left everything to his widow for life and at her death it was to be divided among her children, Blanche L. Crapp and Mary A. West. (CERTIFIED COPY OF THE WILL OF J. SMITH LINTHICUM, DULY PROBATED AND RECORDED IN THE OFFICE OF THE REGISTER OF WILLS OF BALTIMORE CITY IN LIBER H.W.J. No. 113, FOLIO 262, MARKED EXAMINER'S EX. No. 7) (FILED HEREWITH)

67. Who was the wife of James Smith Linthicum?

A. Sarah McClellan Linthicum, also known as Sally Linthicum.

68. When did she die?

A. February 19, 1923.

69. Who were the surviving children of Sarah McClellan Linthicum?

A. Blanche L. Crapp and Mary E. West.

70. Is Blanche L. Crapp living?

A. Yes.

71. Do you know what happened to the interest of Mary E. West in this property in these proceedings?

A. Yes, she deeded her interest to her sister, Blanche L. Crapp.

(CERTIFIED COPY OF A DEED DATED OCTOBER 10, 1929 FROM MARY E. WEST TO BLANCHE L. CRAPP, RECORDED AMONG THE LAND RECORDS OF BALTIMORE CITY IN LIBER L.M.C. M. 842, folio 483, MARKED AS EXAMINER'S EX. 8) (FILED HEREWITH)

72. Who was the husband of Mary E. West?

A. John E. West.

73. Do you have the middle name correct?

A. It is John R. West.

74. Is he living?

A. No.

75. When did he die?

A. February 27, 1925.

76. When did Annie Sweetser Linthicum Shipley die?

A. August 13, 1936.

77. Who was her husband?

A. Richard Luther Shipley.

78. Did he predecease her?

A. He did.

79. Did she leave a will?

A. Yes.

80. What did her Will provide with reference to the land involved in these proceedings?

A. She devised all the rest and residue of her property to her children, Irene A. Shipley, also known as Irene Amanda Shipley, R. Luther Shipley, Jr. and Grover C. Shipley, also known as Grover Cleveland Shipley, and Laura S. Roberts, also known as Laura Linthicum Shipley Roberts.

81. Are the four children mentioned by you now living?

A. Yes.

(CERTIFIED COPY OF THE WILL OF ANNIE SWEETSER LINTHICUM SHIPLEY, DULY PROBATED AND RECORDED WITH THE REGISTER OF WILL FOR ANNE ARUNDEL COUNTY (No reference on copy)(MARKED EXAMINER'S EX. NO.9) (FILED HEREWITH)

82. When did William Linthicum die?

A. February 24, 1934.

83. Who was his wife?

A. Adele T. Linthicum.

84. Did she predecease him?

A. Yes.

85. Did he leave a will?

A. Yes.

86. What did his will provide with reference to the land involved in these proceedings?

A. The rest and residue of the property to his children living at the time of his death.

87. Wasn't that at the time of the death of his wife?

A. Yes.

(CERTIFIED COPY OF WILL OF WILLIAM LINTHICUM DULY PROBATED AND RECORDED IN THE OFFICE OF THE REGISTER OF WILLS FOR BALTIMORE CITY IN WILLS LIBER J.H.B. No. 179, FOLIO 3, MARKED AS EXAMINER'S EX. NO. 10) (FILED HEREWITH)

88. Who were the descendants of William Linthicum, who survived him and took an interest in the property involved in these proceedings?

A. Elizabeth Virginia Linthicum, Laura E. Linthicum Herzog, Thomas L. Linthicum, William Charles Linthicum, ~~Arthur~~ WALTER J. Linthicum, Margaret Linthicum Mansfield, Annie E. Linthicum Corbett and Sada Linthicum Hartman, now deceased, and Seth S. Linthicum.

89. Is any other child of William Linthicum deceased now?

A. Yes, William Charles Linthicum.

90. When did William Charles Linthicum die?

A. April 7, 1944.

91. Did he leave a Will?

A. Yes.

92. What did his Will provide with reference to the property mentioned in these proceedings?

A. He devised the rest and residue of his property, including the property in these proceedings unto Virginia Whitehurst Linthicum, also known as H. Virginia Linthicum--strike that out because she renounced.

93. You say she renounced?

A. Yes.

94. Do you know what she elected to take in lieu?

A. She elected to take her legal share as provided by law.

(MR. WOLFSON: I WANT TO RESERVE THE RIGHT TO EXCEPT TO YOUR INTERPRETATION OF IT AND WE WILL TAKE TESTIMONY AS TO THAT PART OF IT UNDER THIS PARAGRAPH OF THE BILL OF COMPLAINT)

(CERTIFIED COPY OF THE WILL OF WILLIAM C. LINTHICUM, DULY PROBATED AND RECORDED IN THE OFFICE OF THE REGISTER OF WILLS FOR BALTIMORE CITY IN LIBER J.H.B. No. 213, folio 366, AND OF THE RENUNCIATION OF HIS WIFE, H. VIRGINIA LINTHICUM, MARKED EXAMINER'S EX. No. 11) (FILED HEREWITH)

95. What heirs at law did William Charles Linthicum leave surviving him in addition to his wife?

A. William ~~Gary~~ Perry Linthicum, Helen A. Linthicum, Virginia Adele Linthicum.

96. What were they, children?

A. Yes.

97. Are they all living?

A. Yes.

98. When did Sada Linthicum Hartman die?

A. November 14, 1938.

99. Did she leave a Will?

A. No.

100. Who were her heirs at law?

A. Her husband, Stanley E. Hartman, and a son, Charles Edward Hartman.

101. Are they living?

A. Yes.

102. When did Asa Shinn Linthicum, Jr. die?

A. July 2, 1911.

103. Was he married at the time of his death?

A. No he was single.

104. Did he leave a Will?

A. He did.

105. What did his will provide with reference to the property in these proceedings?

A. He left all of his property to his mother, Iola J. Linthicum.

(CERTIFIED COPY OF THE WILL OF ASA SHINN LINTHICUM, DULY PROBATED AND RECORDED IN THE OFFICE OF THE REGISTER OF WILLS OF BALTIMORE CITY IN LIBER H. W. J. NO. 110, FOLIO 543, MARKED EXAMINER'S EX. NO. 12)(FILED HEREWITH)

106. Asa Shinn Linthicum, whose will was just mentioned, was a grandson of the original Sweetser Linthicum, was he not?

A. That's right.

107. Did Iola G. Linthicum remarry after the death of her husband?

A. Yes, she married Peter Stevens.

108. When did she die?

A. May 6, 1937.

109. Did she leave a Will?

A. Yes.

110. What did her Will provide with reference to the lands in these proceedings?

A. All of her property to her son, Joseph B. Linthicum, her only surviving child.

111. Was that the wording of the will?

A. No, unto her son, Joseph B. Linthicum, his child or children.

(CERTIFIED COPY OF WILL OF IOLA G. STEVENS DULY PROBATED AND RECORDED IN THE OFFICE OF THE REGISTER OF WILL OF BALTIMORE CITY IN LIBER J.H.B. No. 189, FOLIO 211, MARKED AS EXAMINER'S EX. NO. 13) (FILED HEREWITH)

112. Is Joseph B. Linthicum living?

A. Yes.

113. Does he have any children?

A. Yes, one child.

114. What is her name?

A. Virginia Linthicum.

115. Is she of age?

A. No.

116. What is her present age, do you know?

A. She is about 20 years old.

117. When did Peter Stevens die?

A. March 22, 1941.

118. Did he leave a Will?

A. Yes.

119. What did his will provide in reference to the lands in these proceedings?

A. Bequeath the rest and residue of his estate, including his interest in the property unto his son,William C. Stevens.

(CERTIFIED COPY OF THE WILL OF PETER STEVENS, DULY PROBATED AND RECORDED IN THE OFFICE OF THE REGISTER OF WILLS FOR BALTIMORE CITY IN LIBER J.H.B. No. 201, FOLIO 524, MARKED AS EXAMINER'S EX. No. 14) (FILED HEREWITH)

120. Do you know what happened to the interest of William C. Stevens?

A. William C. Stevens deeded his interest unto Jospeh Benson Linthicum?

(CERTIFIED COPY OF TWO DEEDS, ONE DATED APRIL 26, 1944 FROM WILLIAM C. STEVENS TO JOSEPH BENSON LINTHICUM, RECORDED AMONG THE LAND RECORDS OF BALTIMORE CITY IN LIBER M.L.P. 6592, FOLIO 159 MARKED AS EXAMINER'S EX. No. 15) (DEED DATED FEBRUARY 6, 1950, FROM WILLIAM C. STEVENS AND WIFE TO JOSEPH BENSON LINTHICUM, RECORDED AMONG THE LAND RECORDS OF BALTIMORE CITY IN LIBER M.L.P. 8008, FOLIO 140, MARKED EXAMINER'S EX. 16) (FILED HEREWITH)

121. When did Sweetser Linthicum, Jr. die?

A. April 13, 1935.

122. Did he leave a Will?

A. No.

123. Who was his wife?

A. Sarah Crisp Linthicum.

124. Did she die before he did?

A. She predeceased him.

125. Who were his heirs at law?

A. Sarah Louise Linthicum and Elmore Linthicum Woodruff.

126. Are they living?

A. They are.

127. When did J. Charles Linthicum die?

A. October 5, 1932.

128. Did he leave a will?

A. Yes.

129. What did his Will provide with reference to the land in these proceedings?

A. Left to his wife for life. At her death to be divided in five equal parts. Seth B. Linthicum 2/5 interest, Dr. G. Milton Linthicum 1/5 interest, other 2/5 interest were devised to the Mercantile Trust Company in trust for Sweetser Linthicum and W. Hampton Linthicum, the residue was to go to their respective children.

130. Who was the wife of J. Charles Linthicum?

A. Helen A. Linthicum.

131. Did she renounce his Will?

A. Yes.

132. What did she elect to take?

A. Her dower.

(MR. MACHEN: WERE THE LANDS WHICH ARE THE SUBJECT OF THESE PROCEEDINGS INCLUDED IN THE ASSIGNMENT OF DOWER TO MRS. HELEN LINTHICUM?

WITNESS: NO.

(CERTIFIED COPY OF THE WILL OF J. CHARLES LINTHICUM, DULY PROBATED AND RECORDED IN THE OFFICE OF THE REGISTER OF WILL OF BALTIMORE CITY IN LIBER E.R.D. No. 175, FOLIO 28, AND THE RENUNICIATION OF SAID WILL BY HELEN A. LINTHICUM, MARKED AS EXAMINER'S EX. NO. 17) (FILED HEREWITH)

133. When did Helen A. Linthicum die?

A. February 4, 1944.

134. When did G. Milton Linthicum die?

A. July 18, 1935.

135. Did he leave a Will?

A. Yes.

136. What did his will provide with reference to the lands in these proceedings?

A. he left the rest and residue of his property unto his brother, J. Charles Linthicum and the Colonial Trust Company of Baltimore and their successors in trust to pay the income in portions that the Court may deem advisable unto his wife, Lillian H. Linthicum for a term of her natural life and after her death, to pay the income in such portion of the corpus as they deem advisable unto his two children, Howard Linthicum Benson and Lillian Linthicum Strobel, upon the death of either of her said children, to pay the remainder unto the child or children of said deceased child and with the power of said trustee to sell and dispose of any part of said estate, all or as much as they may fully provide in said Will.

(CERTIFIED COPY OF THE WILL OF G. MILTON LINTHICUM, DULY PROBATED AND RECORDED AMONG THE RECORDS OF THE OFFICE OF THE REGISTER OF WILLS OF BALTIMORE CITY IN LIBER J.H.B. No. 183, folio 171, AND ALSO AN ORDER APPOINTING A NEW TRUSTEE, PASSED BY THE CIRCUIT COURT OF BALTIMORE CITY ON APRIL 16, 1941, IN THE CASE ENTITLED, "IN THE MATTER OF THE TRUST ESTATE OF G. MILTON LINTHICUM, DEC.," DOCKET 81A, FOLIO 110, MARKED AS EXAMINER'S EX. NO. 18) (FILED HEREWITH)

137. Who is the present trustee under the will of G. Milton Linthicum?

A. Fidelity Trust Company of Baltimore.

138. They were appointed by order that was just offered in evidence?

A. That's right.

139. Did Lillian Linthicum Strobel predecease her father, G. Milton Linthicum?

A. Yes.

140. Did she leave any children surviving?

A. She left Lillian Strobel Dinning.

141. Is Lillian Strobel Dinning living?

A. Yes.

142. Is Lillian H. Linthicum living?

A. No.

143. When did she die?

A. She died February 4, 1950.

144. Is Hallam Linthicum living?

A. Yes.

145. Does he have any children?

A. Yes.

146. What's the name?

A. H. Gary Linthicum.

147. Are there any other grandchildren of G. Milton Linthicum in being?

A. No.

148. Are you the Seth H. Linthicum mentioned as a compleinant in this case?

A. I am.

149. When did Wade Hampton Linthicum die?

A. August 26, 1945.

150. Did he leave a Will?

A. No.

151. Who survived him as his heirs at law?

A. His wife, Mary Delmah Linthicum, and his three children, Sweetser Linthicum, Matilda Linthicum Vickery and Mary Delmah Linthicum.

152. Are they all living?

A. Yes.

153. Do you know anything about a right of way appurtenant to the lands described in these proceedings?

A. Well, we made a compromise with Pumphrey in regard to some parts of this land. The right of way, ten feet wide, was deeded to J. Charles Linthicum and William Linthicum as trustees running from the old Annapolis Road down to the marsh land.

(MR. MACHEN: IT IS CLEARLY UNDERSTOOD THAT WE RESERVE THE RIGHT TO BRING IN ANY OTHER TESTIMONY)

(CERTIFIED COPY OF DEED DATED DECEMBER 18, 1926, AND AN AGREEMENT BETWEEN J. CHAS. LINTHICUM, ET AL., TRUSTEES TO THOS. W. PUMPHREY AND WIFE, RECORDED AMONG THE LAND RECORDS OF BALTIMORE COUNTY IN LIBER W. P. C. NO. 639, FOLIO 550, MARKED AS EXAMINER'S EX. NO. 19). (FILED HEREWITH)

154. Do you know anything about an agreement by which Henry and Annie Mimmler

relinquished
/ a claim that they had a part share in the property mentioned in these proceedings?

A. That was in order to straighten out the title on part of the property. (CERTIFIED COPY OF DEED DATED MARCH 21, 1908 FROM HENRY MIMMLER AND WIFE TO LAURA E. LINTHICUM, DULY RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER G. W. NO. 58, FOLIO 478, MARKED AS EXAMINER'S EX. NO. 20) (FILED HEREWITH)

155. Are all the parties in being who have any interest in this property involved in this case parties to this case?

A. They are.

156. Are all the parties in this case over the age of 21 and competent?

A. Yes, with the exception of one, Virginia Linthicum, daughter of Joseph B. Linthicum. She is an infant.

(MR. GOLDSBOROUGH)

1. I want to know the heirs of Elizabeth Valerie Benson. I don't believe it was put just that way at the time you testified. I think we should straighten it out for the record. Isn't it true that Sweetser L. Benson, Charles Edgar Benson and George McGaw Benson were the only residuary legatees of Elizabeth Valerie Benson at the time of her death?

A. Yes.

2. Were Elizabeth Benson, Edith Benson and Irene Benson included as residuary legatees under the Will of Elizabeth Valerie Benson?

A. No, they were specific legatees.

3. Were the specific legacies to Elizabeth, Edith and Irene Benson the only legacies to which they were entitled under Elizabeth Valerie Benson's Will?

A. I think so. They were not included in the residue.

(MR. MACHEN)

1. In the very beginning when you listed these surviving heirs of Sweetser Linthicum, you left out, I believe, James Smith Linthicum, although you mentioned him later. He was one of the heirs of Sweetser Linthicum, was he not?

A. Yes.

2. In the settlement of the J. Charles Linthicum estate was there not a mortgage of your interest to the estate of J. Charles Linthicum?

A. Yes.

3. Has that been paid off?

A. Yes.

4. Did that mortgage cover these proceedings?

A. No.

5. Has the mortgage been released?

A. Yes.

(MR. KLAWANS)

1. Do you know, or can you state, any other matter or thing, which may be of benefit or advantage to the parties to this cause, or either of them, or that may be material to the subject of this examination, or the matters in question between the parties? If yea, state the same fully and at large in your answer.

A. No.

Seth H. Linthicum

Seth H. Linthicum

Sarah Louise Linthicum, a witness of lawful age, being first duly sworn deposes and says:

(MR. RECHNER)

1. State your name.

A. Sarah Louise Linthicum.

2. What is your residence?

A. Sweetser Road, Linthicum Heights, Maryland.

3. What is your occupation?

A. A little bit of real estate.

4. Do you know all the parties to this proceeding?

A. Yes.

5. Are all the parties related to you by blood or marriage?

A. Yes.

6. Have you heard the testimony given by Mr. Seth H. Linthicum concerning the geneology and the other matters involved in these proceedings?

A. Yes.

7. Do you wish to adopt this testimony as your own?

A. Yes.

8. Are there any changes or additions that you can make?

A. I don't know of any.

(MR. KLAWANS)

1. Do you know, or can you state, any other matter or thing, which may be of benefit or advantage to the parties to this cause, or either of them, or that may be material to the subject of this examination, or the matters in question between the parties? If yea, state the same fully and at large in your answer.

A. No.

Sarah Louise Linthicum
Sarah Louise Linthicum

(MR. RECHNER)

THE COMPLAINANTS' ATTORNEYS RESERVE THE RIGHT TO TAKE ADDITIONAL TESTIMONY IN THESE PROCEEDINGS.

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

Witness my hand and seal this 19th day of ~~March~~ October, 1951.

Emanuel Klaus (SEAL)
Examiner

E.K. $10.00

K.H.McC. $20.00

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BLANCHE L. CRAPP, Widow, ET AL.,	:	IN
PLAINTIFFS,	:	THE CIRCUIT COURT
Vs.	:	FOR
LAURA E. LINTHICUM HERZOG, Widow,	:	ANNE ARUNDEL COUNTY
ET AL.,	:	
DEFENDANTS.	:	No. 9969 Equity
	:	

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ADDITIONAL TESTIMONY ON BEHALF OF THE PLAINTIFFS

October 6, 1951

Filed 19 Oct. 1951.

Present:

Mr. Charles F. Rechner, Jr., Solicitor for Plaintiffs.

Mr. Phillips Lee Goldsborough, III, Solicitor for Helen Gambrill Goldsborough.

Mr. Emanuel Klawans, Examiner.

Mrs. Katharine H. McCutchan, Court Stenographer.

Witnesses:

Mr. Seth H. Linthicum, pages 3 to 8 inc.

Miss Sarah Louise Linthicum, pages 9 to 10.

Mr. Sweetser Linthicum, pages 10 to 11 inc.

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Statement by Mr. Charles F. Rechner, Jr., Solicitor for Plaintiffs.

Mr. Arthur W. Machen, Jr., Solicitor for The Fidelity Trust Company, Trustee under the Will of G. Milton Linthicum, stated to me that he would not be present at this hearing, and Mr. Richard H. Stevenson also advised me that he would not be present.

Charles F. Rechner, Jr.

Statement by Mr. Emanuel Klawans, Examiner.

I wish to file as Examiner's Exhibit No. 21, a letter dated October 1, 1951, addressed to me, from Mr. Roger B. Williams, stating in effect that he would not be present at this hearing.

(LETTER MARKED EXAMINER'S EXHIBIT 21 AND FILED HEREWITH)

Emanuel Klawans

Seth H. Linthicum, a witness of lawful age, having been duly sworn deposes and says:

(Mr. Rechner)

1. State your name, residence and occupation.

A. Seth H. Linthicum, Attorney-at-law; residence, Linthicum Heights.

2. Have you had an opportunity since you gave your previous testimony in these proceedings to refresh your recollection of the pedigree of the Linthicum family?

A. Yes, I have had an opportunity to refresh my recollection of the pedigree of the Linthicum family.

3. Since you have had the opportunity of refreshing your recollection of the pedigree of the Linthicum family, do you want to change some of your testimony?

A. Yes.

4. In question #136 on page 14 of the previous testimony, the question was this: "What did his Will provide with reference to the lands in these proceedings?" Your answer was: "He left the rest and residue of his property unto his brother, J. Charles Linthicum and the Colonial Trust Company of Baltimore and their successors in trust to pay the income in portions that the Court may deem advisable unto his wife, Lillian H. Linthicum for a term of her natural life and after her death, to pay the income in such portion of the corpus as they deem advisable unto his two children, Howard Linthicum Benson and Lillian Linthicum Strobel, upon the death of either of her said children, to pay the remainder unto the child or children of said deceased child and with the power of said trustee to sell and dispose of any part of said estate, all or as much as they may fully provide in said Will."

A. I wish to correct the part that says Howard Linthicum Benson. It should be Howland Linthicum.

5. Is there any other portion you wish to change or correct?

A. It should be "his" instead of "her" referring to his father, G. Milton Linthicum.

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6. Irrespective of spouses, how many parties have an interest in these proceedings?

A. About forty.

7. What percentage of property is owned by the defendants?

A. Between 18 and 36 percent. That depends upon the construction of the Will of Elizabeth Valerie Benson and also upon the construction of the deed to Joseph Benson Linthicum.

(Mr. Goldsborough)

1. Where in the bill of complaint is that mentioned?

A. He comes under the line of Asa Linthicum, paragraph 25 of the bill of complaint. It refers to the Will of Iola J. Linthicum.

2. What ambiguity do you feel there is in the Will of Elizabeth Valerie Benson?

A. Whether the legacies had been paid or not.

3. You also mentioned that it would depend on the construction of the Will of Elizabeth Valerie Benson?

A. It is whether the cash legacies have been paid.

(Mr. Rechner)

8. As far as you know there is no question as to construction?

A. No.

9. Is the balance of the property, excluding the 18 to 36 percent owned by the defendants owned by the plaintiffs in these proceedings?

A. Yes.

10. Is the property involved in these proceedings susceptible to partition in kind without loss or injury to the parties concerned in these proceedings?

A. You could not divide it in kind. It is marsh land. You could not divide it in acres. The only way is to sell it and divide the proceeds among the parties in interest.

11. Do you think it would be advantageous if the property were sold and the proceeds divided among the parties in interest?

A. It would be a great advantage to them. The way it stands now they will

never get any use out of it.

12. Are you getting any income from the property in question?

A. No, the land has not been used for years.

13. Do you know of anyone interested in purchasing this property or any part of it?

A. Yes, the Consolidated Gas and Electric Company and Baltimore Metropolitan Sewerage District and the St. Roads Commission have two condemnation suits against us now for acquiring rights of way and damages.

14. Does the Consolidated Gas and Electric Company want a fee simple title or an easement?

A. It is more of an easement than a taking.

15. Does the Baltimore Metropolitan Sewerage District want a fee simple title or an easement?

A. They want an easement for a sewer line.

16. Does the State Roads Commission want a fee simple title or an easement?

A. A fee simple taking.

17. All that the State Roads is interested in is a taking?

A. That's all.

(Mr. Goldsborough)

4. Do you know what part the State Roads wants?

A. They want a small portion of the marsh land extending from the South side of Patapsco River to the old toll house. It is about $\frac{1}{4}$ or $\frac{1}{2}$ acre of land.

(Mr. Rechner)

18. Are they interested in another portion of the land?

A. There is another portion across the marsh. It was for road purposes up there, further to the west of Camp Meade Road.

19. For what purpose?

A. They wanted that part of it for the dumping of mud and silt on the land where they are excavating for the foundation of the new bridge.

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20. Is that in connection with the new expressway?

A. Yes it is; to widen all the roads going to Camp Meade.

21. Have they finished that work?

A. They have finished dumping mud on that portion and practically finished the right of way across the marsh at Patapsco River on both sides of Camp Meade Road.

(Mr. Goldsborough)

5. Are you familiar with the fact that the State of Maryland is acquiring certain land for the Patapsco River Valley Park?

A. I only have it from the newspapers and the Legislature. I have never been approached in regard to it.

6. Do you know whether the land involved in these proceedings is included in what the State wants to acquire?

A. I think it is.

7. How much of this land involved in these proceeding would be desired by the State?

A. All, if they want any.

8. Do you have any idea of the evaluation the State has placed on this land for that purchase?

A. I have not.

9. Would you have any objection to a sale of this land for park purposes if an adequate price could be obtained for the land?

A. None whatever.

10. Would you object to a private sale under the same circumstances?

A. No.

(Mr. Rechner)

22. Do you think it would be advantageous for the parties involved in these proceedings if the land could be sold in pieces or portions at private sale?

A. I think it would be advantageous to sell in portions because I think you can sell to an individual or corporation and you will get a great deal more than you could from the State.

23. As to the pieces of property the State Roads Commission filed condemnation proceedings on, do you think it would be advantageous to sell to them such portions in which they want a fee simple taking and easements as to the portion on which they are dumping mud and silt, etc., all as one transaction?

A. It would be advantageous, as the costs of fighting a condemnation suit would be high. It would be very hard to get any witnesses to testify to any particular value of that piece of land to us. If we could get even five or six hundred for it, it would be well to take it.

24. Even without appraisal?

A. Yes.

25. Do you think it would be more costly to fight a condemnation suit?

A. Yes, the costs would run you anywhere from five hundred to a thousand dollars. Expert witnesses would charge to make a survey and they charge a hundred dollars a day to testify in Court. I say that because I have been through one of the cases and I compromised rather than condemned.

(Mr. Goldsborough)

11. With reference to the balance of this land, other than that part the Consolidated Gas and Electric Company, the Baltimore Metropolitan Sewerage and the State Roads Commission are interested in, do you think it should be sold without appraisal?

A. I think if we can get a good price for it it would be well to take it without appraisal.

12. What do you think it is worth?

A. I don't know to tell what land covered with water, laying there since 1861 is worth and land today is not as good now as it was then; part of it was hard land; now it is flooded.

13. Do you feel we should obtain expert testimony for the property previous to its sale?

A. I say if we can get a good price, that the parties concerned con-

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sider a fair value, to save the appraisal. If it is not what all of us think it is worth, then there should be an appraisal.

14. You have already named three persons or corporations that desire portions of the land, do you know of any other person, firm or corporation besides the three you have mentioned?

A. I don't know of any. They are the only three, Consolidated Gas and Electric Company, Baltimore Metropolitan and State Roads Commission.

15. Are you yourself interested in purchasing the share of any of the other parties who own portions of the land?

A. No I don't think so.

16. You are not interested personally in buying it?

A. No, I don't want it.

(Mr. Klawans)

1. Do you know, or can you state, any other matter or thing, which may be of benefit or advantage to the parties to this cause, or either of them, or that may be material to the subject of this examination, or the matters in question between the parties? If yea, state the same fully and at large in your answer.

A. The only thing I can say is it would be a great advantage to everybody to have the property sold. All the parties in interest, lots of them are getting older, like myself, some of them are liable to drop off or decease; then you would have more heirs, six more defendants.

Seth H. Linthicum

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Sarah Louise Linthicum, a witness of lawful age, after being first duly sworn, deposes and says:

(Mr. Rechner)

1. State your name and address.

A. Sara Louise Linthicum, Linthicum Heights.

2. You, in essence, the last time you testified, adopted Mr. Seth H. Linthicum's testimony as your own, did you not?

A. Yes I did.

3. Do you wish to make the same changes as to pedigree?

A. Yes I do.

4. Have you been getting any income from the property involved in these proceedings?

A. No. The land has not been worked for many years, a long time.

5. Do you think it would be advantageous to the parties concerned in these proceedings if the real estate was sold and the proceeds were divided among the parties having an interest therein?

A. Yes.

6. Do you think the property is capable of being divided in kind without loss or injury to the parties concerned?

A. No.

7. You have heard Mr. Linthicum testify as to the various parties interested in this property, do you feel it would be best to have the trustees be empowered to sell at private sale the various portions to these parties who are interested and to sell easements?

A. I think that the parties interested like the Gas Company, Baltimore Metropolitan and State Roads and the easement that the State Roads have already taken, should be satisfactory, and I do feel there should be appraisals for the other part of the property.

8. Do you agree with Mr. Seth H. Linthicum that it would be advantageous to sell this property at private sale in such portions as it can be sold?

A. Yes. I might also add I also talked to a Mr. Demuth from the Patapsco

River Development Company and he said that they were interested at the present time in the land that was given to them and to get as much free land as they could.

(Mr. Goldsborough)

1. Did they say they were interested in buying it?

A. No, he told me at the present time he was only interested in acquiring as much land as these corporations would give them and they are not spending any money now. He told me that personally.

(Mr. Klawans)

1. Do you know, or can you state, any other matter or thing, which may be of benefit or advantage to the parties to this cause, or either of them, or that may be material to the subject of this examination, or the matters in question between the parties? If yea, state the same fully and at large in your answer.

A. I don't think so.

Sarah Louise Linthicum

Sarah Louise Linthicum

****

Sweetser Linthicum, a witness of lawful age, after being first duly sworn, deposes and says:

(Mr. Rechner)

1. State your name, occupation and residence.

A. Sweetser Linthicum, Linthicum Heights, attorney-at-law.

2. Do you have an interest in the land involved in these proceedings as an owner?

A. Yes I have.

3. Do you believe that the property involved in these proceedings is susceptible of partition in kind without loss or injury to the parties concerned therein?

A. No I don't believe so.

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4. Do you think it would be advantageous to the parties concerned if the real estate was sold and the proceeds divided among the parties in interest?

A. Yes.

5. Do you agree with the testimony of the previous witnesses that it would be advantageous to sell portions to those parties who are interested in purchasing portions or easements, and the balance to any party who may be interested, such as the Patapsco River Development Company?

A. Yes I agree.

6. Do you believe that it would be advantageous to the parties to make a private sale to the State Roads Commission for the portion they are acquiring in fee and the portion they are acquiring as an easement all as a part of one transaction?

A. Yes I agree with that.

(Mr. Klawans)

1. Do you know, or can you state, any other matter or thing, which may be of benefit or advantage to the parties to this cause, or either of them, or that may be material to the subject of this examination, or the matters in question between the parties: If yea, state the same fully and at large in your answer.

A. No I cannot.

Sweetser Linthicum

Sweetser Linthicum

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Mr. Goldsborough:

At the request of Mr. Machen, I would like to state at the moment that the defendants do not consent to a submission of this case for a decree and would like to reserve the right to put on additional testimony if they feel it would be desirable to protect the interests of their clients. After examining the record and discussing the matter with Mr. Rechner, we feel it would be desirable to reserve this right.

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 Plaintiff's Solicitor is returned to the Court.

Witness my hand and seal this 19th day of October, 1951.

Emanuel Klawans (SEAL)
Examiner

K.H.McC. $12.00

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LIBER 98 PAGE 195

BLANCHE L. CRAPP, widow, et al.,	:	IN THE
	:	CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY In Equity
LAURA E. LINTHICUM HERZOG, widow, et al.	:	No. 9969

SUBMISSION FOR DECREE

The above cause is respectfully submitted for decree.

Charles F. Rechner Jr.,
Solicitor for Complainants

Sweetser Linthicum,
Solicitor for Complainants

Arthur W. Machen Jr., Solicitor for The Fidelity Trust Company, Trustee, Defendant

Roger B. Williams, Solicitor for Lillian Strobel Binning, Defendant

Benjamin L. Wolfson, Solicitor for H. Virginia Whitehurst Linthicum, Defendant

Richard H. Stevenson, Solicitor for Edith Benson Cook and Edith [illegible] Garrett Benson, Defendants

T.K. Nelson Sterling, Solicitor for H. Gary Linthicum, Defendant

Phillips Lee Goldsborough II, Solicitor for Helen Gambrill Goldsborough and Lucille Benson Richardson, Defendants

Filed 3 Jan., 1962.

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Copies of the within submission for decree mailed to the following parties on January 3, 1952:

Robert L. Benson, Pimlico Hotel, 5301 Park Heights Ave, Baltimore, Md.
Howland Linthicum, c/o Lillian Strobel Dinning,
Elizabeth Virginia Linthicum, 1325 Quincy Street N.E., Washington, D. C.
Anne E. Linthicum Corbett, 119 W. 29th Street, Baltimore, Md.
Charles Edward Hartman, 4503 Underwood Road, Baltimore, Md.
William Perry Linthicum, 308 Griffith Lane, Glen Burnie, Md.
Helen Anne Linthicum, c/o Mrs. Margaret L. Mansfield, 711 Monroe Street, N.E., Washington D.C.
Virginia Adele Linthicum, 1325 S. 23rd Street, Arlington, Virgini
Seth S. Linthicum, 311 E. 25th Street, Baltimore, Md.
Stanley E. Hartman, 4503 Underwood Road, Baltimore, Md.
John H. Hopkins IV, Guardian ad litem for Virginia Linthicum School Street, Annapolis, Md.
Margaret Linthicum Mansfield, 711 Monroe Street, N.E., Washington, D. C.
Laura E. Linthicum Herzog, 2712 N. Charles Street, Baltimore, Md

Sweetser Linthicum

Sweetser Linthicum
Solicitor for the
Complainants

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BLANCHE L. CRAPP, ET AL	:	IN THE CIRCUIT COURT
VS	:	FOR
LAURA E. LINTHICUM HERZOG, ET AL	:	ANNE ARUNDEL COUNTY
	:	In Equity No.9969
	:	

. . . . . .

DECREE

Filed 3 Jan., 1952.

This cause having been submitted upon the Amended Bill of Complaint, exhibits, answers and testimony and the proceedings having been read and considered by the Court, and it appearing to the Court, that the property described in the Amended Bill of Complaint and exhibits is not susceptible of partition in kind without loss or injury to the parties concerned and that it would be advantageous to the parties concerned if said property were sold and the proceeds derived from the sale or sales thereof were divided among the parties hereto according to their respective interests:

IT IS THEREUPON, this 3d day of January, 1952, by the Circuit Court for Anne Arundel County, Maryland, in Equity ADJUDGED, ORDERED AND DECREED that the property mentioned and described in these proceedings be sold, and that CHARLES F. RECHNER, JR., SWEETSER LINTHICUM and Arthur W. Machen, Jr., be and they are hereby appointed Trustees to make said sale, and that the course and manner of their proceedings shall be as follows: They shall first file with the Clerk of this Court a bond to the State of Maryland and, executed by themselves, and a surety or sureties to be approved by this Court or the Clerk thereof in the penalty of Ten Thousand ($10,000.00) Dollars, conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed

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in them by this decree, or to be reposed in them by any future decree or order in the premises; they shall then proceed to make said sale or sales of said property as a whole or in parts or of easements in parts of said property and the remaining parts in fee simple as they may deem most advantageous, having given at least three weeks' notice by advertisement inserted in such weekly newspaper or newspapers published in Anne Arundel County and such other notice as they shall think proper, of the time, place, manner and terms of sale, which shall be one-third cash upon ratification of the sale, the balance in six and twelve months, or all cash as the purchaser may elect, the credit payments to bear interest from the day of sale, and to be secured by the notes of the purchaser or purchasers, endorsed to the satisfaction of the trustees; and as soon as may be convenient after any such sale or sales, the trustees shall return to this Court a full and particular account of their proceedings relative to such sale, with an affidavit annexed of the truth thereof, and of the fairness of said sale; and said trustees may make private sale or sales of said property as a whole or in parts or of easements in parts of said property and the remaining parts in fee simple; provided that, before making such sales or before reporting the same to the Court, said trustees shall secure appraisals of said property from two licensed real estate brokers as to the value of the property so sold, or to be sold, and shall either take testimony from said brokers or shall submit with the reports of sale certificates of said brokers under oath as to the value of the property so sold and the said trustees be and they, are hereby authorized to employ brokers for this purpose and in stating

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an account in this cause, such appraisal fees shall be deducted from the proceeds of the sales consummated by the trustees; and as soon as may be convenient after any such sales the said trustees shall return to this Court a full and particular account of their proceedings relative to such sales 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 trustees shall by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs or successors and assigns, the property and estate to him, her or them, sold, free, clear and discharged from all claim of the parties hereto, Complainants and Defendants and those claiming by, from or under them or any of them, and of the unborn children of Joseph B. Linthicum and the unborn grandchildren of G. Milton Linthicum; and the said trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court after deducting the costs of this suit and such commissions to the said trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

AND it is further ORDERED AND DECREED that the trustees shall give notice to all persons, having claims against Sada Linthicum Hartman, deceased, Wade Hampton Linthicum, deceased and Eudora Benson, deceased, to file the same within this Court on or before the 12th day of April ,1952 or be excluded from all interest in the lands, the subject of these proceedings; such notice shall be given in a weekly newspaper published in Anne Arundel County once per week for four successive weeks before the 16th day of February ,1952.

Benjamin Unkhadson
Judge

All

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY, NO.9969
Blanche L. Crapp, et al, complainants vs. Laura E. Linthicum Herzog, et al defendants.

NOTICE TO CREDITORS OF DECEDENTS

THIS IS TO GIVE NOTICE to all persons having claims against any of the following named decedents, late of the City and County and State hereinafter respectively designated:

Decedent-Sada Linthicum Hartman, late of Baltimore City, Maryland (died November 14,1944, intestate)
Decedent-Eudora Benson, late of Baltimore City, Maryland (died in 1944,intestate)
Decedent-Wade Hampton Linthicum, late of Anne Arundel County, Maryland (died August 26,1945, intestate)

to file their claims, with the vouchers thereof, legally authenticated in said Court on or before the 12th day of April,1952; they may otherwise by law, be excluded from all interest in the lands the subject of these proceedings or the proceeds of sale thereof, or in the estates of the above named persons.

CHARLES F. RECHNER, JR.
SWEETSER LINTHICUM
ARTHUR W. MACHEN, JR.
Trustees appointed by
decree of the Circuit Court
for Anne Arundel County
dated January 3,1952

Filed 8 Jan., 1952

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LIBER 98 PAGE 201

A STOCK COMPANY — ESTABLISHED 1890

Fidelity and Deposit Company

HOME OFFICE **OF MARYLAND** BALTIMORE 3

No. 9969 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, Charles F. Rechner, Jr., 200 Title Building, Sweetser Linthicum, 100 St. Paul St., and Arthur W. Machen, Jr., ~~28th Floor Mathieson Building~~, Baltimore, Md. 1409 Mercantile Trust Building,

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 AND 00/100- - - - - - - - - - - - - - -($10,000.00)- Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 15th day of January in the year of our Lord one thousand nine hundred and rifty-two

WHEREAS, the above bounden Charles F. Rechner, Jr., Sweetser Linthicum, Arthur W. Machen, Jr. by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed Trustee to sell Certain Property

mentioned in the proceedings in the case of Blanche L. Crapp, et al

vs:

Laura A. Linthicum Herzog, et al

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Charles F. Rechner, Jr., Sweetzer Linthicum, and Arthur W. Machen, Jr.

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

Signed, sealed and delivered in the presence of:

Charles C. Williams

Charles C. Williams

Rosemarie Stiemly

Charles F. Rechner, Jr. (SEAL)

Sweetser Linthicum (SEAL)

Arthur W. Machen, Jr. (SEAL)

WITNESS: As to Surety: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By K. Woodburn *As to Surety*

By H. L. Jenness, *Attorney-in-Fact*

Approved this 17 January, 1952.
John H. Hopkins, 3rd,
Clerk.

Filed 17 Jan., 1952

MD3116a—250, 9-50 128233
Trustee's Bond

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State of Maryland, Baltimore City, sct: LIBER 98 PAGE 202

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

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

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST: **J. G. YOST** *Assistant Secretary*

By: **E. R. NUTTLE** *Vice-President*

I HEREBY CERTIFY that the above is a correct and true copy of the original Power of Attorney.

January 15, 1952

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Emil F. Krueger, *Assistant Secretary*

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BLANCHE L. CRAPP, ET AL	:	IN THE CIRCUIT COURT
VS	:	FOR
LAURA E. LINTHICUM HERZOG, ET AL	:	ANNE ARUNDEL COUNTY
	:	In Equity No. 9969
	:	

. . . . . .

TRUSTEES REPORT OF SALES

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of sale of Charles F. Rechner, Jr., Sweetser Linthicum and Arthur W. Machen, Jr., Trustees, appointed by the decree of this Honorable Court, passed in the above captioned cause on January 3,1952, to make sale of the real estate referred to in the Bill of Complaint, at public or private sale, respectfully represents:

That after giving corporate bond for the faithful discharge of their trust, as prescribed by said decree, which bond was duly approved and filed, your Trustees entered into negotiations with the State Roads Commission of Maryland, which negotiations have culminated in an Agreement between the Trustees and the State Roads Commission to sell the property and easements mentioned in a condemnation case filed in this Honorable Court No. 2406, Law, at and for the price of Two Hundred Fifty Dollars ($250.00), as evidenced by an option attached hereto and marked Exhibit A, and to make settlement for the temporary easement acquired by the State Roads Commission of Maryland in the condemnation case filed in this Honorable Court No. 1636, Law, which your Trustees are advised is now terminated, at and for the price of Two Hundred Fifty Dollars ($250.00), as evidenced by an option attached hereto, and marked Exhibit B. The terms of sale are Five Hundred Dollars ($500.00) cash, upon settlement with the State

Filed 17 July, 1953.

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Roads Commission, for both sales.

Your Trustees aver that they consider the sales and settlements fair and the highest price obtainable for the same, and request that they be ratified by this Court.

In accordance with the terms of the decree, your trustees have had annexed hereto certificates of two real estate brokers under oath as to the value of the property and damages.

AND AS IN DUTY BOUND, ETC.

Charles F. Rechner, Jr.

Sweetser Linthicum

Arthur W. Machen, Jr.
Trustees

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

Before me, the subscriber, a Notary Public of the State of Maryland, in and for ~~said City~~ Baltimore County, this 16th day of July 1953, personally appeared CHARLES F. RECHNER, JR., Trustee and made oath in due form of law that the matters and facts hereinabove set forth are true and that he considers the above mentioned sales and settlement to be fair.

AS WITNESS my hand and Notarial Seal.

James L. Ebaugh
Notary Public
JAMES L. EBAUGH

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

Before me, the subscriber, a Notary Public of the State of Maryland, in and for said City, this 26th day of May ,1953, personally appeared ARTHUR W. MACHEN, JR., Trustee, and made oath in due form of law that the matters and facts hereinabove set forth are true and that he considers the above mentioned sales and settlements to be fair.

AS WITNESS my hand and Notarial Seal.

Mary Harrison
Notary Public
My Commission Expires May 2, 1955

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

Before me, the subscriber, a Notary Public of the State of Maryland, in and for ~~said County~~ Baltimore City, this 26th day of May, 1953, personally appeared SWEETSER LINTHICUM, Trustee, and made oath in due form of law that the matters and facts hereinabove set forth are true and that he considers the above mentioned sales and settlements to be fair.

AS WITNESS my hand and Notarial Seal.

Philip J. Joerdens
Notary Public PHILIP J. JOERDENS

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 16th day of June, 1953, before me, the subscriber a Notary Public of the State of Maryland, in and for the County, aforesaid, personally appeared J. BROOKS MELLOR, a Realtor and Appraiser, residing and doing business in said County, and made oath that he is acquainted with the property mentioned in the aforegoing report and also with the value of property in its immediate vicinity, and that he believes that the price for which the same was sold was a fair and adequate one.

AS WITNESS my hand and Notarial Seal.

Henry M. Bachman
Notary Public
Henry M. Bachman

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 15th day of June, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County, aforesaid, personally appeared ELLSWORTH B. NOWELL, a Realtor and Appraiser, residing and doing business in said County, and made oath that he is acquainted with the property mentioned in the aforegoing report and also with the value of property in its immediate vicinity, and that he believes that the price for which the same was sold was a fair and adequate one.

AS WITNESS my hand and Notarial Seal.

Rosalie M. Russell
Notary Public
Rosalie M. Russell

Filed June 17, 1953

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Copies of the within Report of Sale mailed to the following counsel of record July11, 1953:

Venable, Baetjer and Howard, 1409 Mercantile Trust Building, Baltimore 2, Md.

Roger B. Williams, Esquire, 1604 First National Bank Building, Baltimore 2, Md.

Benjamin,L. Wolfson, Esquire, Tower Building, Baltimore 2, Md.

Richard H. Stevenson, Esquire, 2 E. Lexinton St., Baltimore 2, Md.

T. K. Nelson Sterling, Esquire, Fidelity Building, Baltimore 1 , Md.

Phillips Lee Goldsborough III, Esquire, 10 Light St., Baltimore 2, Md.

John H. Hopkins IV, Esquire, School St., Annapolis, Md.

Chipman W. Cunningham, Esquire, Gloucester St., Annapolis, Md.

James C. L. Anderson, Esquire, Masonic Building, Towson, Md.

Edwards F. Rechmond Jr.
Solicitor for the Trustees

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Form C-10 (Standard)
Adopted 6/1/52

Right of Way Department
108 East Lexington Street
Baltimore 3, Maryland

OPTION CONTRACT WITH THE STATE ROADS COMMISSION OF MARYLAND

CONTRACT NUMBER AA-368-2-358

ITEM NUMBER 15078

LIBER 98 PAGE 207

THIS OPTION, granted this ..... day of March, in the year 1953

By:— Name	Address
Charles P. Recher, Jr.	200 Title Bldg. Baltimore, Md.
Sweetser Linthicum	200 Title Bldg. Baltimore, Md.
Arthur W. Machen, Jr.	200 Title Bldg. Baltimore, Md.

Trustees in Equity in Circuit Court for Anne Arundel County #9969

Blanche L. Crapp vs. Laura E. Linthicum Hersog et al

and the following, who join in this option for the purpose of agreeing to release the land, easements and/or rights hereinafter described from the operation and effect of any mortgage and/or lien which they may hold upon the property of the above mentioned persons, it being understood and agreed that they retain their rights as mortgagees and/or lienors in and to the remainder of the land of the above mentioned persons not hereby agreed to be conveyed.

Filed 17 July, 1953.

the parties of the first part, hereinafter called the "GRANTORS," to the STATE ROADS COMMISSION OF MARYLAND, acting for and on behalf of the STATE OF MARYLAND, party of the second part, hereinafter called "COMMISSION."

(A) WHEREAS, the said "COMMISSION" proposes to lay out, open, establish, construct, extend, widen, straighten, grade and improve as a part of the State Roads System of Maryland, a highway and/or bridge, together with the appurtenances thereto belonging, shown on the plans designated as

Contract Number AA-368-2-358 ..... for the improvement

to Baltimore Washington Expressway (Patapsco River Bridge)

in Anne Arundel ..... County (~~ies~~)

(B) WITNESSETH: That in consideration of the sum of One Dollar ($1.00), the receipt of which is hereby acknowledged, and which shall be applied toward the purchase price in the event that this option is accepted by the "COMMISSION," the said "GRANTORS" do hereby give and grant to the "COMMISSION," its successors and assigns, ~~the exclusive right and option to purchase at any time during the period of six (6) months from the date hereof, for the sum of~~ for the sum of

Two hundred and fifty and 00/100 Dollars ($ 250.00)

all of the following described ~~land~~, easements, rights and privileges:-

~~(C)~~ *ALL THE LAND AND PREMISES,* together with the appurtenances thereto belonging, or in anywise appertaining, lying between the outermost lines designated "Right of Way Line" as shown and/or indicated on "State Roads Commission of Maryland's" Plats

Numbered .....

all of which plats are made a part hereof, and which are duly recorded, or intended to be recorded among the Land Records of the aforesaid County (ies).

(D) TOGETHER with the right to create, use and maintain on the land shown hatched thus ///// on the above mentioned plats, such drainage structures, stream changes and facilities as are necessary in the opinion of the State Roads Commission to adequately drain the highway and/or adjacent property and such slopes as are necessary to retain the highway and/or adjacent property, it being agreed between the parties hereto, however, that at such time as the contour of the land over which this easement is granted is changed so that the easement required for slopes is no longer necessary to support or protect the property conveyed in fee simple, then said easement for slopes shall cease to be effective.

Exhibit A

LIBER 98 PAGE 208

(E) TOGETHER with the right to create, use and maintain on or across the adjacent land of the "GRANTORS" such waterways and/or inlets and outlets as are necessary in the opinion of the State Roads Commission for the drainage structures indicated in the legend shown in the left hand corner of the above mentioned plats.

(F) TOGETHER with the right to create, use and maintain on the land shown cross-hatched thus XXXX on the above mentioned plats such stream changes and facilities as are necessary in the opinion of the State Roads Commission to care for whatever drainage structures which may be determined necessary by the State Roads Commission for the above mentioned project.

(G) TOGETHER WITH ANY AND ALL RIGHT WHATSOEVER of the GRANTORS, their heirs, successors and assigns, of any means whatsoever of ingress or egress between the THROUGH HIGHWAY and their remaining property across the line which is designated "Right of Way Line of Through Highway," to the end that there never will be any vehicular, pedestrian and/or animal access to or from said through highway and their remaining property across those lines which are so marked on the above mentioned plats, except by means of such public road connections to EXPRESSWAYS or by means of such public and/or private road connections to CONTROLLED ACCESS ARTERIAL HIGHWAYS, as the "COMMISSION" may construct, or permit to be constructed.

(H) TOGETHER WITH ANY AND ALL RIGHT WHATSOEVER of the GRANTORS, their heirs, successors and assigns, of vehicular ingress or egress between their remaining property and the highway across that portion of the right of way line which is marked "THROUGHOUT THIS PORTION OF THE RIGHT OF WAY LINE ALL VEHICULAR ACCESS IS DENIED," to the end that there will never be any vehicular access to or from said highway and their remaining property across those portions of the said right of way lines which are so marked on the above mentioned plats.

(J) TOGETHER with the perpetual right to erect and maintain between October 1st and April 1st of each year, snow fences within 100 feet of the land, hereby granted in fee simple, provided that said snow fences shall not interfere with the construction and use of buildings now erected or hereafter erected or with growing crops.

(K) IT IS UNDERSTOOD AND AGREED that the deed or deeds to be executed by the "GRANTORS" conveying to the "COMMISSION" all of the land, premises, easements, rights and privileges described in this option, will contain covenants (running with and binding the remaining property of the "GRANTORS," and binding the "GRANTORS," their heirs, successors and assigns) that will perpetuate all of the rights and privileges agreed to be conveyed to the "COMMISSION" under the provisions of this option.

(L) **The right to place material dredged from the Expressway right of way on and over the land of the Grantor's herein, said land more particularly identified as being outlined in red on the plat attached hereto and made a part hereof and further identified as "Item #15078 - Sweetzer Linthicum Heirs - 57 Acres ± ", which plat has been signed by the Grantors herein for purposes of identification and approval.**

Subject to ratification by the Circuit Court for Anne Arundel County in Equity No. 9969

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BINDING MARGIN

DO NOT

WRITE

IN

THIS

SPACE

LIBER 98 PAGE 209

(M) IT IS HEREBY UNDERSTOOD AND AGREED THAT THE "GRANTORS" WILL DO THE FOLLOWING:

Will enter into and sign all consents and petitions necessary to withdraw from the Clerk of the Circuit Court for Anne Arundel County, the sum of money heretofore deposited in connection with the condemnation suit instituted against the herein named property.

(N) IT IS HEREBY UNDERSTOOD AND AGREED THAT THE "COMMISSION" WILL DO THE FOLLOWING:

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(P) IT IS HEREBY FURTHER UNDERSTOOD AND AGREED by the "GRANTORS" herein, that upon the acceptance of this option by the "COMMISSION," said "GRANTORS" will, upon demand, convey unto the State of Maryland to the use of the State Roads Commission of Maryland (or to such person or persons as may be designated by the State Roads Commission) by a ~~Special Warranty~~ deed or deeds, a good and marketable fee simple title, the same to be delivered to the office of the "COMMISSION" at Baltimore, Maryland or to a duly appointed agent, acting for the Commission in this particular instance, within three (3) months from the date of the acceptance of this option. The deed or deeds and other instruments of conveyance must meet the approval, as to the title to the land and premises, and as to the form and legal sufficiency of the conveyances themselves, of the Special Assistant Attorney General of the State of Maryland, assigned to the said "COMMISSION," or his duly authorized agent in this particular instance, payment to be made upon receipt of the hereinbefore mentioned approval, by check from the Treasurer of the State of Maryland.

(Q) IT IS HEREBY FURTHER UNDERSTOOD AND AGREED THAT THE "COMMISSION," its members, officers, agents or employees, may enter in and upon the hereinbefore described premises and proceed with the construction of the said State Road and/or Bridge and their appurtenances, immediately upon the mailing by the "COMMISSION" to the hereinafter specified grantor or agent by registered mail of a notice of the acceptance of this option by the "COMMISSION." The taking possession of said land and premises by the Commission, however, shall not be construed as a waiver of any objection to title.

(R) IT IS HEREBY FURTHER UNDERSTOOD AND AGREED THAT THE "GRANTORS" herein do hereby authorize and designate

Name Charles F. Rechner, Jr. Address 200 Title Bldg., Baltimore 2, Md.

to receive as their agent the notice of the acceptance of this option, and request that the check for the amount hereinbefore set forth be made

payable to Charles F. Rechner, Jr., Sweetzer Linthicum, Arthur W. Machen, Jr. - Trustees in re: Blanche L. Crapp vs. Laura E. L. Herzog, et al A.A. County-Equity 9969

(S) It is hereby further understood and agreed that the contents of this option and the acceptance thereof, comprise the entire contract, and that no verbal representations made before or after the signing hereof, or anything not herein written, shall vary the terms of this option, and that the Commission shall have no further obligation or liability for the results of construction, reconstruction, maintenance or further construction of said highway and/or bridge.

IN WITNESS WHEREOF THE GRANTORS have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Witness James L Eblaugh	Charles F. Rechner Jr. (SEAL)
Witness as to all three	Sweetzer Linthicum (SEAL)
Witness	Arthur W. Machen Jr. (SEAL)
Witness	Trustees (SEAL)
Witness	(SEAL)
Witness	(SEAL)
Witness	(SEAL)
Witness	(SEAL)
Witness	(SEAL)
Witness	(SEAL)

STATE OF MARYLAND—COUNTY OF Baltimore

I hereby certify, that, before me, the subscriber, a NOTARY PUBLIC of the STATE OF MARYLAND, in and for Baltimore Co., personally appeared Charles F. Rechner, Jr., Sweetzer Linthicum, Arthur W. Machen, Jr., Trustees as aforesaid

and each severally acknowledged the aforegoing option to be ~~his~~ ~~her~~ or ~~their~~ respective act, or ~~to be the act of the said body corporate.~~ (Note ~~strike out~~ the words not applicable.) as such Trustees.

AS WITNESS MY HAND AND NOTARIAL SEAL, this 17th day of March in the year 1953

JAMES L. EBLAUGH NOTARY PUBLIC BALTIMORE COUNTY, MD. NOTARY SEAL

James L Eblaugh
NOTARY PUBLIC
My Commission expires May 4, 1953

The aforegoing option is hereby accepted this 14th day of April in the year 1953

STATE ROADS COMMISSION OF MARYLAND

By: L Roy E Moser
Right of Way Engineer

223

Form C-10 (Standard)
Adopted 5/1/52

Right of Way Department
109 East Lexington Street
Baltimore 3, Maryland

Page 1

LIBER 98 PAGE 211

OPTION CONTRACT WITH THE STATE ROADS COMMISSION OF MARYLAND

CONTRACT NUMBER AA-395-315

ITEM NUMBER 15078-B

THIS OPTION, granted this ..... day of March, in the year 1953

By:— Name	Address
Charles P. Rechner, Jr.	200 Title Bldg. - Baltimore 2, Md.
Sweetser Linthicum	200 Title Bldg. - Baltimore 2, Md.
Arthur W. Machen, Jr.	200 Title Bldg. - Baltimore 2, Md.
Trustees in the matter of	
Blanche L. Crapp vs. Laura L. Herzog	
Circuit Court for Anne Arundel County	
Equity #9969	

and the following, who join in this option for the purpose of agreeing to release the land, easements and/or rights hereinafter described from the operation and effect of any mortgage and/or lien which they may hold upon the property of the above mentioned persons, it being understood and agreed that they retain their rights as mortgagees and/or lienors in and to the remainder of the land of the above mentioned persons not hereby agreed to be conveyed.

Filed 17 July, 1953

the parties of the first part, hereinafter called the "GRANTORS," to the STATE ROADS COMMISSION OF MARYLAND, acting for and on behalf of the STATE OF MARYLAND, party of the second part, hereinafter called "COMMISSION."

(A) WHEREAS, the said "COMMISSION" proposes to lay out, open, establish, construct, extend, widen, straighten, grade and improve as a part of the State Roads System of Maryland, a highway and/or bridge, together with the appurtenances thereto belonging, shown on the plans designated as

Contract Number AA-395-315 for the improvement

to U.S. #301 - Baltimore City Line to Belle Grove Road

in Anne Arundel County ~~(ies)~~

(B) WITNESSETH: That in consideration of the sum of One Dollar ($1.00), the receipt of which is hereby acknowledged, and which shall be applied toward the purchase price in the event that this option is accepted by the "COMMISSION," the said "GRANTORS" do hereby give and grant to the "COMMISSION," its successors and assigns, the exclusive right and option to purchase at any time during the period of six (6) months from the date hereof, for the sum of

Two hundred and fifty and no/100 Dollars ($ 250.00)

all of the following described land, easements, rights and privileges.

(C) ALL THE LAND AND PREMISES, together with the appurtenances thereto belonging, or in anywise appertaining, lying between the outermost lines designated "Right of Way Line" as shown and/or indicated on "State Roads Commission of Maryland's" Plats

Numbered 6947

all of which plats are made a part hereof, and which are duly recorded, or intended to be recorded among the Land Records of the aforesaid County (ies).

(D) TOGETHER with the right to create, use and maintain on the land shown hatched thus ///// on the above mentioned plats, such drainage structures, stream changes and facilities as are necessary in the opinion of the State Roads Commission to adequately drain the highway and/or adjacent property and such slopes as are necessary to retain the highway and/or adjacent property; it being agreed between the parties hereto, however, that at such time as the contour of the land ovet which this easement is granted is changed so that the easement required for slopes is no longer necessary to support or protect the property conveyed in fee simple, then said easement for slopes shall cease to be effective.

Exhibit B.

(E) TOGETHER with the right to create, use and maintain on or across the adjacent land of the "GRANTORS" such waterways and/or inlets and outlets as are necessary in the opinion of the State Roads Commission for the drainage structures indicated in the legend shown in the left hand corner of the above mentioned plats.

~~*(F) TOGETHER* with the right to create, use and maintain on the land shown [illegible] on the above mentioned plats such stream changes and facilities as are necessary in the opinion of the State Roads Commission to cause [illegible] drainage structures which may be determined necessary by the State Roads Commission for the above mentioned [illegible].~~

~~*(G) TOGETHER WITH ANY AND ALL RIGHT WHATSOEVER of the GRANTORS* [illegible] *THROUGH HIGHWAY* [illegible] *Right of Way Line of Through Highway* [illegible] *THROUGH HIGHWAY* [illegible] *EXPRESSWAYS* [illegible] *CONTROLLED ACCESS ARTERIAL HIGHWAYS* [illegible] *"COMMISSION"* [illegible]~~

~~*(H) TOGETHER WITH ANY AND ALL RIGHT WHATSOEVER of the GRANTORS* [illegible] *OUT THIS PORTION OF THE RIGHT OF WAY LINE AS VEHICULAR ACCESS IS DENIED* [illegible]~~

(J) TOGETHER with the perpetual right to erect and maintain between October 1st and April 1st of each year, snow fences within 100 feet of the land, hereby granted in fee simple, provided that said snow fences shall not interfere with the construction and use of buildings now erected or hereafter erected or with growing crops.

(K) IT IS UNDERSTOOD AND AGREED that the deed or deeds to be executed by the "GRANTORS" conveying to the "COMMISSION" all of the land, premises, easements, rights and privileges described in this option, will contain covenants (running with and binding the remaining property of the "GRANTORS," and binding the "GRANTORS," their heirs, successors and assigns) that will perpetuate all of the rights and privileges agreed to be conveyed to the "COMMISSION" under the provisions of this option.

(L)

Subject to ratification by the Circuit Court for Anne Arundel County in Equity No.9969.

225

BINDING MARGIN

DO NOT

WRITE

IN

THIS

SPACE

LIBER 98 PAGE 213

(M) IT IS HEREBY UNDERSTOOD AND AGREED THAT THE "GRANTORS" WILL DO THE FOLLOWING:

Will enter into and sign all consents and petitions necessary to withdraw from the Clerk of the Circuit Court for Anne Arundel County, the sum of money heretofore deposited in connection with the condemnation proceedings instituted against the herein named property.

(N) IT IS HEREBY UNDERSTOOD AND AGREED THAT THE "COMMISSION" WILL DO THE FOLLOWING:

(P) IT IS HEREBY FURTHER UNDERSTOOD AND AGREED by the "GRANTORS" herein, that upon the acceptance of this option by the "COMMISSION," said "GRANTORS" will, upon demand, convey unto the State of Maryland to the use of the State Roads Commission of Maryland (or to such person or persons as may be designated by the State Roads Commission) by a ~~special warranty~~ deed or deeds, a good and marketable fee simple title, the same to be delivered to the office of the "COMMISSION" at Baltimore, Maryland or to a duly appointed agent, acting for the Commission in this particular instance, within three (3) months from the date of the acceptance of this option. The deed or deeds and other instruments of conveyance must meet the approval, as to the title to the land and premises, and as to the form and legal sufficiency of the conveyances themselves, of the Special Assistant Attorney General of the State of Maryland, assigned to the said "COMMISSION," or his duly authorized agent in this particular instance, payment to be made upon receipt of the hereinbefore mentioned approval, by check from the Treasurer of the State of Maryland.

(Q) IT IS HEREBY FURTHER UNDERSTOOD AND AGREED THAT THE "COMMISSION," its members, officers, agents or employees, may enter in and upon the hereinbefore described premises and proceed with the construction of the said State Road and/or Bridge and their appurtenances, immediately upon the mailing by the "COMMISSION" to the hereinafter specified grantor or agent by registered mail of a notice of the acceptance of this option by the "COMMISSION." The taking possession of said land and premises by the Commission, however, shall not be construed as a waiver of any objection to title.

(R) IT IS HEREBY FURTHER UNDERSTOOD AND AGREED THAT THE "GRANTORS" herein do hereby authorize and designate

Name Charles F. Rechner, Jr. Address 200 Title Bldg., Baltimore 2, Md.

to receive as their agent the notice of the acceptance of this option, and request that the check for the amount hereinbefore set forth be made

payable to Charles F. Rechner, Jr., Sweetzer Linthicum, Arthur W. Machen, Jr. - Trustees in re: Blanche L. Crapp vs. Laura E. L. Herzog, et al A.A.County -Equity 9969

(S) It is hereby further understood and agreed that the contents of this option and the acceptance thereof, comprise the entire contract, and that no verbal representations made before or after the signing hereof, or anything not herein written, shall vary the terms of this option, and that the Commission shall have no further obligation or liability for the results of construction, reconstruction, maintenance or further construction of said highway and/or bridge.

IN WITNESS WHEREOF THE GRANTORS have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Witness James L Clough — Charles F. Rechner Jr. (SEAL)

Witness as to all three — Sweetzer Linthicum (SEAL)

Witness — John W Machen Jr. (SEAL)

Witness ..... (SEAL)

Witness ..... (SEAL)

Witness ..... (SEAL)

Witness ..... (SEAL)

Witness ..... (SEAL)

Witness ..... (SEAL)

Witness ..... (SEAL)

STATE OF MARYLAND—COUNTY OF Baltimore

I hereby certify, that, before me, the subscriber, a NOTARY PUBLIC of the STATE OF MARYLAND, in and for Baltimore Co, personally appeared Charles F. Rechner, Jr., Sweetzer Linthicum, Arthur W. Machen, Jr., Trustees as aforesaid

and each severally acknowledged the aforegoing option to be ~~his~~ ~~her~~ ~~their~~ respective act, or ~~to be the act of the said body corporate.~~ as such Trustees.
(Note: *strike out the words not applicable.)

AS WITNESS MY HAND AND NOTARIAL SEAL, this 17th day of March in the year 1953

NOTARY PUBLIC
My Commission expires May 4, 1953

NOTARY SEAL

The aforegoing option is hereby accepted this 14th day of April in the year 1953

STATE ROADS COMMISSION OF MARYLAND

By: LeRoy E. Moser
Right of Way Engineer

LIBER 98 PAGE 215

ORDER NISI

BLANCHE L. CRAPP,
et al

versus

LAURA E. LINTHICUM HERZOG,
et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 9969 Equity

Filed 17 July 1953.

Ordered, this 17 day of July, 19 53, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Charles F. Rechner, Jr., Sweetser Linthicum and Arthur W. ~~Trustees,~~ Machen, Jr., Trustees,

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

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

John F. Hopkins, 3rd Clerk.

True Copy,

TEST: Clerk.

(Final Order)

BLANCHE L. CRAPP,
et al

versus

LAURA E. LINTHICUM HERZOG,
et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 7 Oct., 1953.

ORDERED BY THE COURT, This 7th day of October, 19 53, that the sale made and reported by the Trustees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as they shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

LIBER 98 PAGE 216 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 13, 1953

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 9969

Blanche L. Crapp

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 24th day of August, 1953. The first insertion being made the 23rd day of July, 1953.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

No. M. G. 10256

Filed 6 Oct., 1953

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 9,069 Equity
BLANCHE L. CRAPP, et al
Vs.
LAURA E. LINTHICUM HERZOG, et al.

Ordered, this 17th day of July, 1953, That the sales of the Real Estate in these Proceedings mentioned, made and reported by Charles F. Rechner, Jr., Sweetser Linthicum and Arthur W. Mechen, Jr., Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 24th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24th day of August next.

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

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
8-13

BLANCHE L. CRAPP, WIDOW, ET AL	:	IN THE CIRCUIT COURT
VS	:	FOR
LAURA E. LINTHICUM HERZOG, WIDOW, ET AL	:	ANNE ARUNDEL COUNTY
	:	In Equity No. 9969

. . . . . .

TRUSTEES REPORT OF SALES

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of sale of Charles F. Rechner, Jr., Sweetser Linthicum, and Arthur W. Machen, Jr., Trustees, appointed by the decree of this Honorable Court, passed in the above captioned cause on January 3,1952, to make sale of the real property referred to in the Bill of Complaint, at public or private sale, respectfully represents:

That after giving corporate bond for the faithful discharge of their trust, as prescribed by said decree, which bond was duly approved and filed, your Trustees entered into negotiations with the Consolidated Gas, Electric Light and Power Company of Baltimore, which negotiations have culminated in an Agreement between the trustees and said Corporation as evidenced by the Agreement attached hereto and marked Exhibit A.

Your Trustees aver that they consider the sales specified in said agreement to be fair and the highest prices obtainable for the same and that the arrangements for the rights of way mentioned in said Agreement will result in additional benefits to the parties to this cause, your Trustees further aver that The Title Guarantee Company has refused to insure the title to that portion of parcel No. 4 mentioned in Exhibit A, without exception as to the Coan Patent, which constitutes a cloud on the title to said property and they consider that the Agreement as set forth with reference to Parcel No. 4 is the best terms that could be arranged under the circumstances, they therefore request that the Court ratify the Agreement and sales therein mentioned on the terms therein stated, subject to further order of Court as to the amount to be allowed out of the purchase price of parcel No. 4 for settlement of the Coan claims.

Paid #26,688.00

250

Filed 19 Mar., 1955.

In accordance with the terms of the decree, your Trustees have had annexed hereto certificates of two real estate brokers under oath as to the value of the property and damages.

AND AS IN DUTY BOUND, ETC.

Charles F. Rechner, Jr.

Sweetser Linthicum

Arthur W. Machen, Jr.

Trustees

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

Before me, the subscriber, a Notary Public of the State of Maryland, this 10th day of February, 1955, personally appeared CHARLES F. RECHNER, JR., Trustee, and made oath in due form of law that the matters and facts hereinabove set forth are true and that he considers the above mentioned sales and agreement to be fair.

AS WITNESS my hand and Notarial Seal.

Notary Public
JAMES L. ESAUGH

My Commission expires May 2nd, 1955

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

Before me, the subscriber, a Notary Public of the State of Maryland, this 27th day of January, 1955, personally appeared ARTHUR W. MACHEN, JR., Trustee, and made oath in due form of law that the matters and facts hereinabove set forth are true and that he considers the above mentioned sales and agreement to be fair.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires May 2nd, 1955

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

Before me, the subscriber, a Notary Public of the State of Maryland, this 10th day of February, 1955, personally appeared SWEETSER LINTHICUM, Trustee, and made oath in due form of law that the matters and facts hereinabove set forth are true and that he considers the above mentioned sales and agreement to be fair.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires May 2nd, 1955

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STATE OF MARYLAND, BALTIMORE COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 2nd day of March, 1955, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared CHARLES H. DOING, a Realtor and Appraiser, residing and doing business in said County, and made oath that he is acquainted with the property mentioned in the aforegoing report and also with the value of the property in its immediate vicinity and that he believes the price for which the same was sold is a fair and adequate one.

AS WITNESS my hand and Notarial Seal.

Chas. H. Doing Affiant

Rosalie E. Doing
Notary Public

My Commission expires May 2nd, 1955

STATE OF MARYLAND, BALTIMORE COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 15th day of March, 1955, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared WILLIAM B. STROMBERG, a Realtor and Appraiser, residing and doing business in said County, and made oath that he is acquainted with the property mentioned in the aforegoing report and also with the value of the property in its immediate vicinity and that he believes the price for which the same was sold is a fair and adequate one.

AS WITNESS my hand and Notarial Seal.

Theodore F. Stromberg
Notary Public

My Commission expires May 2nd, 1955

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Copies of the within Report of Sale mailed to the following counsel of record on March 19, 1955

Venable, Baetjer and Howard, 1409 Mercantile Trust Building, Baltimore 2, Md.

Roger B. Williams, Esquire, 1604 First National Bank Building, Baltimore 2, Md.

Benjamin L. Wolfson, Esquire, Tower Building, Baltimore 2, Md.

Richard H. Stevenson, Esquire, 2 E. Lexington Street, Baltimore 2, Md.

T.K. Nelson Sterling, Esquire, Fidelity Building, Baltimore 1, Md.

Phillips Lee Goldsborough III, Esquire, 10 Light St., Baltimore 2, Md.

John H. Hopkins, IV, Esquire, School St., Annapolis, Md.

Chipman W. Cunningham, Esquire, Gloucester St., Annapolis, Md.

James C.L. Anderson, Esquire, Masonic Building, Towson, Md.

Edwards F. Rabner Jr.
Solicitor for Complainants

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LIBER 98 PAGE 221

Exhibit A

THIS CONTRACT OF SALE, Made this 8 day of December, 1954, by and between ARTHUR W. MACHEN, JR., CHARLES F. RECHNER, JR., and SWEETSER LINTHICUM, Trustees, under a decree of the Circuit Court for Anne Arundel County, Equity Case No. 9969, entitled "Blanche L. Crapp et al. vs. Laura E. Linthicum Herzog et al.," parties of the first part, hereinafter called "Sellers," and CONSOLIDATED GAS ELECTRIC LIGHT AND POWER COMPANY OF BALTIMORE, a body corporate, party of the second part, hereinafter called "Buyer,"

W I T N E S S E T H :

That the Sellers do hereby bargain and sell unto the Buyer, and the latter does hereby purchase from the former all those four parcels of land hereinafter described situate in the Thirteenth Election District of Baltimore County, Maryland.

Said parcels of land are described as follows:

Parcel 1. A parcel of land containing 0.084 of an acre more or less outlined in red on a plat attached hereto designated 9905-B entitled "Plan Showing Property to be Acquired From 13th Election District Baltimore County, Maryland," dated May 8, 1952, attached hereto and made part hereof;

Parcel 2. A parcel of land containing 2.645 acres of land more or less (the same being the total of the following acreages: 0.250, 1.018, 1.377) also outlined in red on the aforesaid plat designated 9905-B.

Subject to the existing right of way through said parcel of land (herein designated Parcel 2) for an electric transmission line previously granted to the Susquehanna Transmission Company of Maryland, its successors and assigns.

The Sellers reserve unto themselves, their successors and assigns, a right of way fifty feet wide across said parcel of land (herein designated Parcel 2) at some convenient location to be agreed upon between the parties.

Filed 19 Mar., 1955.

13.00

hereto, said right of way to be used as a means of access for possible future development of the remaining lands owned by the Sellers.

Parcel 3. A parcel of land containing 0.3194 acres outlined in red and marked "Parcel 1" on a blueprint designated 9926-C, entitled "Plan Showing Property to be Acquired From Arthur W. Machen Jr., Charles F. Rechner Jr. And Sweetser Linthicum 13th Election District Baltimore County, Maryland," dated November 15, 1954, attached hereto and made part hereof.

Sellers reserve unto themselves, their successors and assigns, a twelve-foot right of way over said parcel of land as a means of access to their remaining lands, said twelve-foot right of way to be parallel to and measured at right angles from the N. 88° 30' E. 153.5' line of the aforesaid parcel of land (herein designated Parcel 3).

It is understood by and between the parties hereto that the Buyer confirms unto Sellers that the aforesaid reserved right of way through the parcel of land designated "3" herein extends from the end thereof northeasterly across the lands owned by Buyer to the remaining lands owned by Sellers northeast of said Buyer's land.

Parcel 4. A Parcel or tract of land containing 36.4434 acres more or less outlined in red and designated "Parcel 2" on the aforesaid plat designated 9926-C.

Sellers reserve unto themselves, their successors and assigns, the right to claim damages from Baltimore County for the laying of the sewer line through the aforesaid parcel of land (herein designated Parcel 4). (See * below)

Together with the rights, ways, waters, and appurtenances to the same belonging or in anywise appertaining to the aforesaid four parcels of land.

It is further understood and agreed by and between the parties hereto that:

1. At the time of the conveyance to Buyer of Parcels 1, 2, and 3, Sellers will convey all their right, title, interest, and estate, if

* Sellers also reserve title to an easement for the maintenance and operation of a sanitary sewer line with access for such purposes, such easement to be a strip of land 15 feet wide measured 7 1/2 feet on either side of the present sewer line installed by the County Commissioners of Baltimore County, but no title is hereby conveyed to the County Commissioners and no dedication intended. Buyers agree to execute the Deed to

Parcel Number 4 a g with the Sellers and if requ ed by the Sellers will join in a deed conveying said sewer easement t the County Commissioners of Baltimore County

any, in the lands underlying the 66-foot right of way formerly owned by the Terminal Real Estate Company of Baltimore shown outlined in a heavy white line on the aforesaid plat designated 9905-B and lying between Parcel 1 and Parcel 2.

2. At the time of the conveyance of Parcel 4 to Buyer, Sellers will grant, convey, and release all their right, title, and interest in and to the easement over a twelve-foot roadway reserved by:

(a) A deed from A. Charles Linthicum et al. Trustees, to Thomas W. Pumphrey, dated December 18, 1926, and recorded among the Land Records of Baltimore County in Liber W.P.C. No. 639, folio 550;

(b) A twelve-foot right of way reserved herein through Parcel 3; and

(c) The right of way confirmed by Buyer from the end of the aforesaid twelve-foot right of way northeasterly over the lands of Buyer to the remaining lands of Sellers.

Provided, however, Buyer grants and conveys unto Sellers a right of way over the existing macadam road leading from Old Annapolis Road to a point east of the Baltimore Annapolis Railroad right of way; thence northerly around Buyer's electric switching station to a point north thereof; thence in a generally northeasterly direction to the remaining lands of Sellers, the location and width of said right of way to be agreed upon by the parties hereto. Said width shall in no case be less than the width of the present macadam road.

3. The Engineers of Buyer may enter upon the several parcels of land during the period of this contract to make surveys, investigations, and to construct overhead towers and transmission lines, particularly on Parcels 3 and 4.

The purchase prices of the above-described parcels of land are as follows:

1. Parcels 1, 2, and 3 - Three Thousand Dollars ($3,000.00), of which Three Hundred Dollars ($300.00) has been paid prior to the signing hereof, and the balance shall be paid in cash by Buyer to Sellers at the time of settlement, which shall be within sixty (60) days from the date hereof;

2. Parcel 4 - Twenty-Three Thousand Six Hundred Eighty-Eight Dollars ($23,688.00), of which Five Dollars ($5.00) has been paid prior to the signing hereof, and the balance shall be paid in cash by Buyer to Sellers at the time of settlement, which shall be as hereinafter provided for.

Taxes and other public charges shall be adjusted to date of settlement, and documentary stamps shall be shared equally between the parties hereto.

Upon payment of the aforesaid purchase money, deeds shall be executed by the Sellers to the Buyer which shall convey a good and merchantable title to the aforesaid parcels of land to the Buyer in fee simple, subject to the easements and reservations aforesaid, but free and clear of all liens and encumbrances.

It is agreed by and between the parties hereto that the Sellers will acquire all the right, title, interest, and estate of the heirs at law of Margaret E. Coan in Parcel 4 by reason of a patent issued to the

said Margaret E. Coan by the State of Maryland on November 14, 1910, for a tract of land containing about 30.88 acres, which land lies within the bounds of the tract of land originally patented to Sweetser Linthicum, deceased, on August 5, 1861, under the name of "Linthicum's Comet," and that as soon as the interest of the heirs at law of Margaret E. Coan is acquired, Sellers will convey Parcel 4 to Buyer; and in the event Sellers are unable to acquire the interest of the said Coan heirs by their executing the required deed within six months from the date hereof, Sellers will have the option to institute proceedings in a court of equity to the end of acquiring or extinguishing all the right, title, and interest of said Coan heirs in Parcel 4 aforesaid, within six months from the date hereof /Legal proceedings having been instituted, Sellers agree to prosecute them to a final conclusion as promptly as the law permits. In the event Sellers are successful in either acquiring or extinguishing the interest of said Coan heirs by legal proceedings, they will then forthwith convey Parcel 4 to Buyer in accordance with the terms of this contract of sale. On the other hand, if Sellers should be unsuccessful in either acquiring or extinguishing the interest of the Coan heirs, or do not institute suit within six months from the date hereof if any, by virtue of the aforesaid patent,/then the provisions of this contract relating to the sale by the Sellers and the purchase by the Buyer of Parcel 4 will be null and void, and the Buyer will forthwith acquire by condemnation the interest of all parties in so much of the lands lying within Parcel 4 as Buyer is able to establish necessity for in accordance with its powers of condemnation.

This Contract of Sale is subject to the Sellers' being able to obtain the approval of the Circuit Court for Anne Arundel County of the

sales herein provided for.

IN WITNESS WHEREOF the parties hereto have caused this Contract of Sale to be duly executed the day and year first above written.

WITNESS:

Rosemarie Stiemly

James L. Ebaugh

Rosalie M. Russell

Arthur W. Machen, Jr. (SEAL)

Charles F. Rechner, Jr. (SEAL)

Sweetser Linthicum (SEAL)

Sweetser Linthicum
Trustees

ATTEST:

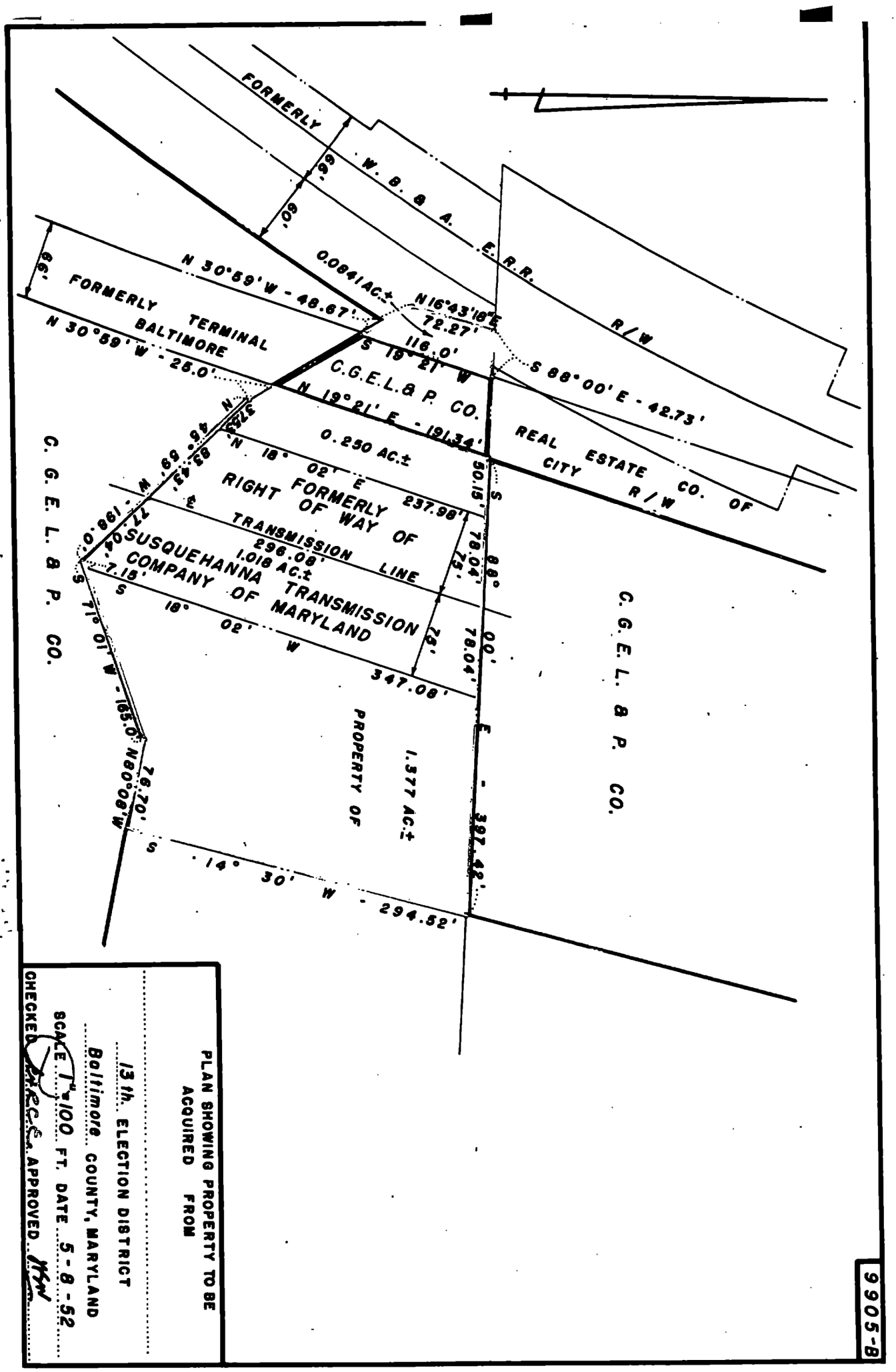
Asst. Secretary

CONSOLIDATED GAS ELECTRIC LIGHT AND POWER COMPANY OF BALTIMORE

By

VICE-President

239



PLAN SHOWING PROPERTY TO BE ACQUIRED FROM

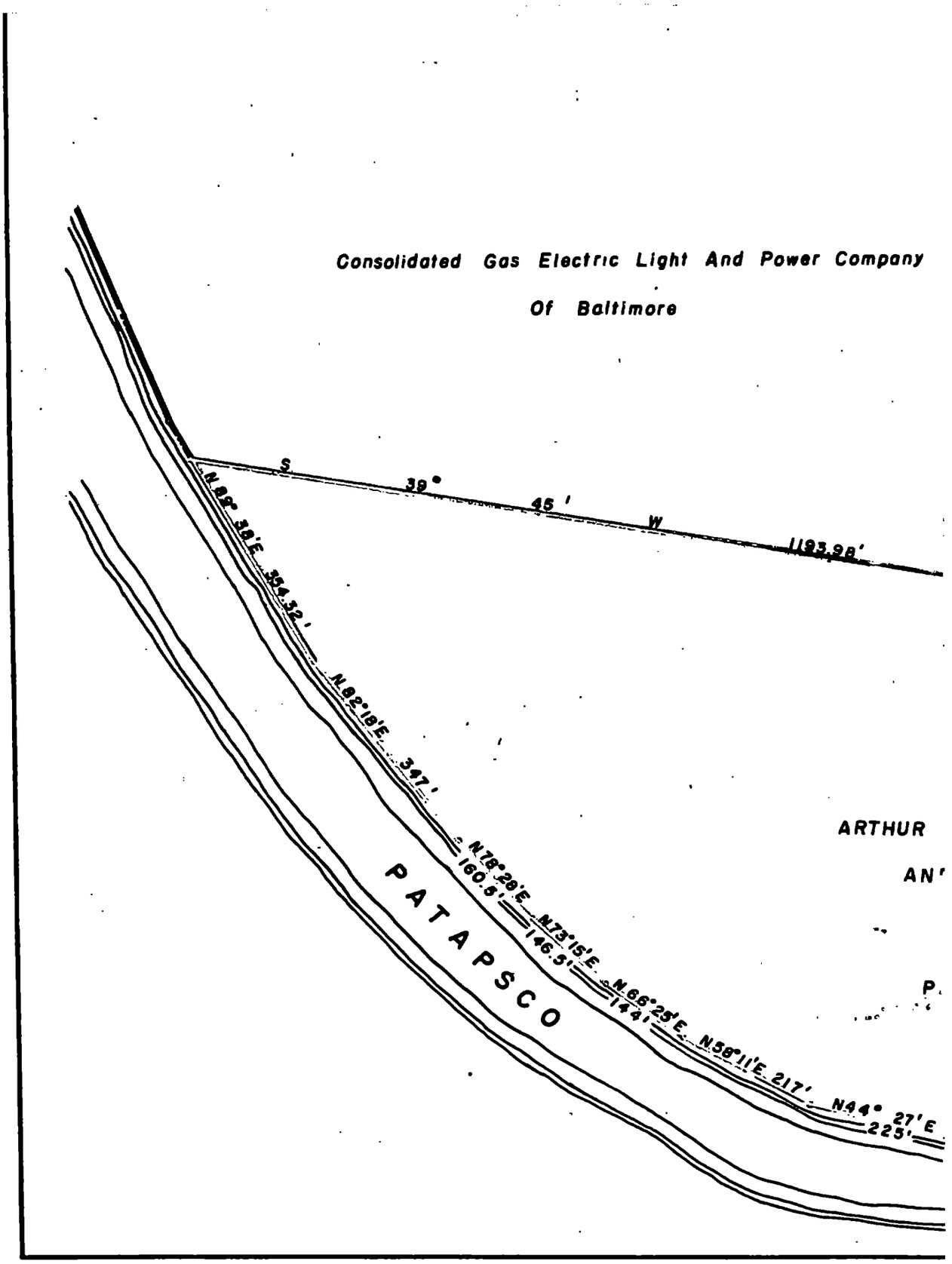
13th. ELECTION DISTRICT

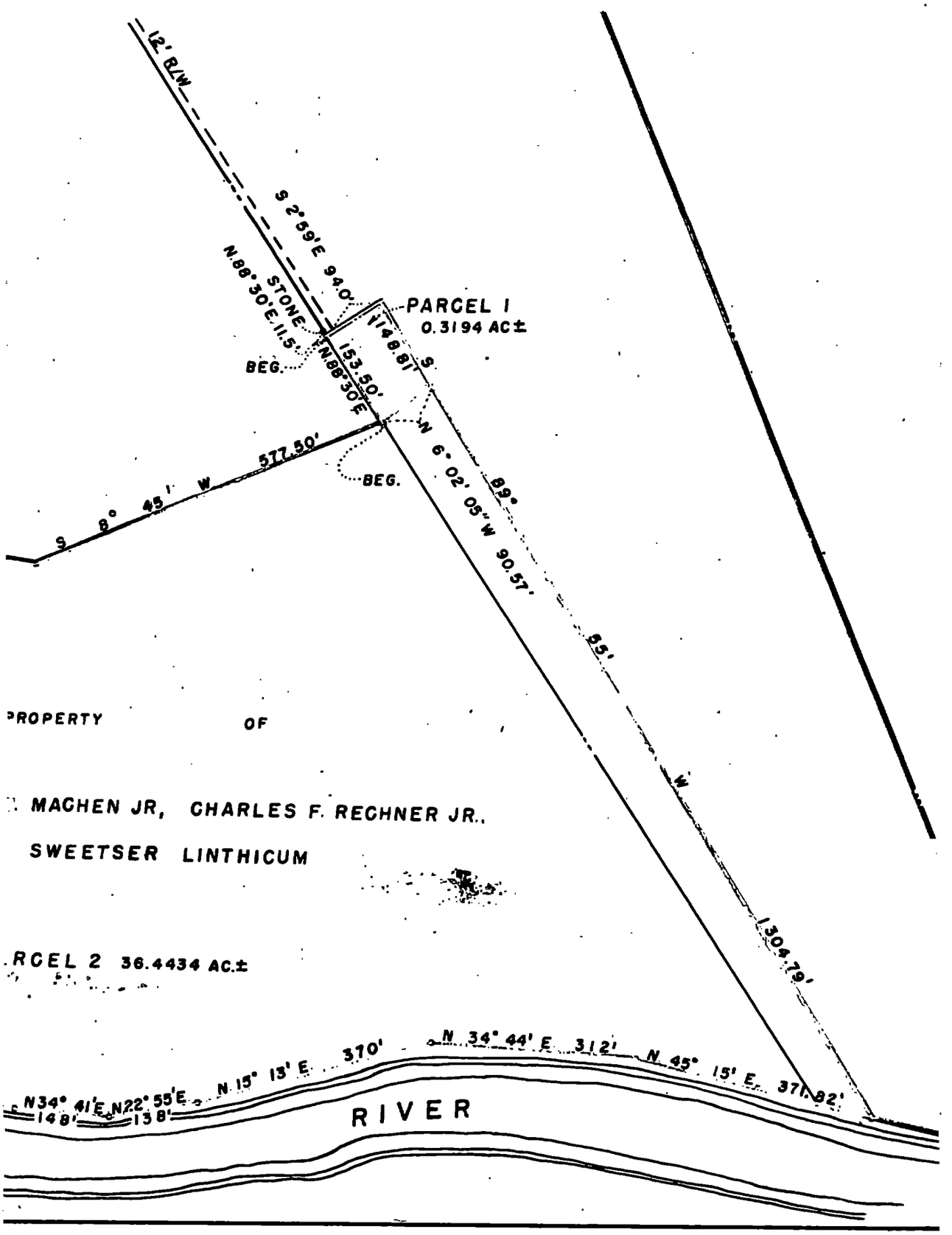
Baltimore COUNTY, MARYLAND

SCALE 1" = 100 FT. DATE 5-8-52

CHECKED [illegible] APPROVED [illegible]

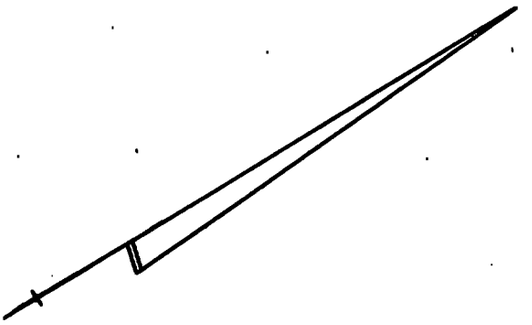
9905-B

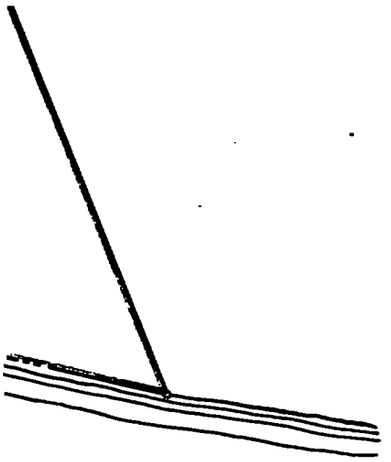

Consolidated Gas Electric Light And Power Company
Of Baltimore
S 39° 45' W 1193.98'
N 82° 38' E 354.32'
N 82° 19' E 347'
N 78° 29' E 160.5'
N 73° 15' E 146.5'
N 66° 25' E 144'
N 58° 11' E 217'
N 44° 27' E 225'
PATAPSCO
ARTHUR
AN'
P.


12' R/W
S 2°59'E 94.0'
N.88°30'E. 11.5'
STONE
BEG.
PARCEL 1
0.3194 AC±
148.81'
S
153.50'
N.88°30'E.
BEG.
577.50'
S 8° 45' W
N 6° 02' 05" W 90.57'
89°
55'
W
1304.79'
PROPERTY OF
MACHEN JR, CHARLES F. RECHNER JR.,
SWEETSER LINTHICUM
RCEL 2 36.4434 AC.±
N 34° 44' E 312'
N 45° 15' E. 371.82'
370'
N 15° 13' E
N34° 41'E
148'
N22° 55'E
138'
RIVER

LIBER 98 PAGE 230

9926-C





BEING PART OF "LINTHICUM'S COMET"

PLAN SHOWING PROPERTY TO BE
ACQUIRED FROM
Arthur W. Machen Jr. Charles F. Rechner Jr.
And Sweetser Linthicum
13th ELECTION DISTRICT
Baltimore COUNTY, MARYLAND
SCALE 1" = 200 FT. DATE 11-15-54
CHECKED Recs APPROVED JWW

LIBER 98 PAGE 231

ORDER NISI

Blanche L. Crapp, Widow, Et Al

versus

Laura E. Linthicum Herzog, Widow, Et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 9969 Equity

Ordered, this 19 day of March 1955, That the sale of the Real Estate in these proceedings, mentioned, made and reported by Charles F. Rechner, Jr., Sweetser Linthicum, Arthur W. Machen, Jr. Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 25th 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 25th day of April next.

The report states that the amount of sales to be $ 26,688.00

John G. Gaylord, 3rd Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Filed 19 Mar. 1955.

Blanche L. Crapp, Widow, Et Al

versus

Laura E. Linthicum Herzog, Widow, Et Al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 21st day of May, 19 55, that the sale made and reported by the Trustees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as they shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

Filed 21 May, 1955.

LIBER 98 PAGE 232

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. 9,969 Equity
BLANCHE L. CRAPP, Widow, Et Al
Vs.
LAURA E. LINTHICUM HERZOG, Widow, Et Al.

Ordered, this 10th day of March, 1955, That the sale of the Real Estate in These proceedings, Mentioned, made and reported by Charles F. Rechner, Jr., Sweetser Linthicum, Arthur W. Machen, Jr., Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 25th 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 25th day of April next.

The report states that the amount of sales to be $26,688.00.

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

a-14

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 25, 1955

We hereby certify, that the annexed

Order Nisi - Sale

Eq. 9969.

Blanche L. Crapp.

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 April, 1955. The first insertion being made the 24th day of March, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M.G. 6459

243

Filed 20 May, 1955

BLANCHE L. CRAPP, widow, et al	:	IN THE CIRCUIT COURT
vs	:	FOR ANNE ARUNDEL COUNTY
LAURA E. LINTHICUM HERZOG, widow, et al	:	In Equity No.9969
	:	
	:	

. . . . . .

PETITION

To the Honorable, The Judge of said Court:

The petition of Charles F. Rechner, Jr., Sweetser Linthicum and Arthur W. Machen, Jr., Trustees appointed by the decree of this Honorable Court, passed in the above captioned cause on January 3,1952, to make sale of the real estate referred to in the Bill of Complaint respectfully represents:

1. That on March 19, 1955, your Petitioners reported to this Court a contract of sale between Petitioners and Consolidated Gas Electric Light and Power Company of Baltimore attached to said report of sale and marked Exhibit A.

2. That said contract of sale and the sales mentioned therein have been ratified by this Honorable Court.

3. That Your Petitioners are preparing to make settlement for Parcels Nos. 1, 2 and 3 in Exhibit A, filed with the report of sale aforesaid.

4. That Your Petitioners, through counsel have conducted extensive negotiations with counsel and representatives of the holders of the Coan Patent, covering a portion of the property designated Parcel No. 4 in Exhibit A, filed with the aforesaid report of sale. As a result of these negotiations, they have agreed to purchase and secure deeds for the outstanding Coan interests, legal title to which is held by Guarantee Title Holding Corporation at the present time, for the sum of Six Hundred Seventy-five ($675.00) Dollars, subject to the approval of this Honorable Court.

5. That Your Petitioners desire to make settlement for Parcel No. 4 in Exhibit A filed with the report of sale aforesaid as soon as practicable but will

Filed 4 June, 1955.

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be unable to do so unless they are able to convey the interests of the holders of the Coan Patent under the terms of the contract with Consolidated Gas Electric Light and Power Company aforesaid.

6. Your Petitioners aver that they consider the compromise settlement for the Coan interest to be reasonable in view of the fact that such a settlement would avoid the delay, uncertainty and expense attendant upon the removal of this cloud upon the title to the property through litigation in the nisi prius courts and perhaps the appellate courts.

7. Your Petitioners, therefore, pray the Court to pass an order authorizing them to expend the sum of Six Hundred Seventy-five ($675.00) Dollars and expense of recording deeds and revenue stamps, and to execute any necessary conveyances to transfer the interest of the holders of the Coan interests unto Consolidated Gas, Electric Light and Power Company of Baltimore, excepting such portion thereof as may be affected by the easements for sewers which Petitioners expect to convey to the County Commissioners of Baltimore County in the future, upon payment of the purchase price as agreed in the contract of sale heretofore reported to the Court.

And they will ever pray, etc.

Charles F. Rechner, Jr.

Sweetser Linthicum

Arthur W. Machen, Jr.
Trustees

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

Before me, the subscriber, a Notary Public of the State of Maryland, this 1st day of June, 1955, personally appeared Charles F. Rechner, Jr. Trustee and made oath in due form of law that the matters and facts hereinabove set forth are true to the best of his knowledge, information and belief.

WITNESS my hand and notarial seal.

JAMES L. EBAUGH NOTARY PUBLIC BALTIMORE COUNTY, MD.

Notary Public
JAMES L. EBAUGH

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

Before me, the subscriber, a Notary Public of the State of Maryland, this 1st day of June, 1955, personally appeared Sweetser Linthicum, Trustee and made oath in due form of law that the matters and facts hereinabove set forth are true to the best of his knowledge, information and belief.

As Witness my hand and Notarial Seal.

My Commission expires May 6,1957

James L. Ebaugh
Notary public
JAMES L. EBAUGH

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

Before me, the subscriber, a Notary Public of the State of Maryland, this 2nd day of June, 1955, personally appeared Arthur W. Machen, Jr., Trustee and made oath in due form of law that the matters and facts hereinabove set forth are true to the best of his knowledge, information and belief.

As Witness my hand and Notarial Seal.

My Commission expires May 6,1957

Mary Harrison
Notary Public

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ORDER OF COURT

Upon the aforegoing Petition and Affidavit, it is this 4th day of June, 1955, by the Circuit Court for Anne Arundel County ordered that Charles F. Rechner, Jr., Sweetser Linthicum and Arthur W. Machen, Jr., Trustees in the within cause are authorized to pay out of the proceeds of sale of Parcel No.4, in Exhibit A, heretofore filed in the Court, the sum of Six Hundred Seventy-five ($675.00) Dollars and expense of recording deeds and revenue stamps and to execute any necessary conveyances to transfer the interest of the holders of the Coan interests unto Consolidated Gas, Electric Light and Power Company of Baltimore, excepting such portion thereof as may be affected by the easement for sewers referred to in the aforegoing petition,

Benjamin Michaelson
Judge

247

Filed 4 June, 1955.

LIBER 98 PAGE 237

Irving H. Mezger, Attorney	*	
named in Mortgage	*	IN THE CIRCUIT COURT
		FOR
vs.	*	
		ANNE ARUNDEL COUNTY
Preston W. Williams and	*	
Delorse M. Williams, his wife	*	Equity No. 11,732.

* * * * * * * * * *

Mr. Clerk:

Please file the attached mortgage and docket suit in the above entitled cause, and oblige.

Irving H. Mezger

Irving H. Mezger
Attorney named in Mortgage

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

FILED
1956 MAY -1 AM 9:47

bln

LIBER 98 PAGE 238
LIBER 968 PAGE 144

No. 11,732 Equity

No Stamps Required

THIS MORTGAGE, Made this 26th **day of** September - , **in the year one thousand nine hundred and fifty-five , between** Preston W. Williams and Delorse M. Williams, his wife - - - - - -, **of the** County of Anne Arundel , **in the State of Maryland, Mortgagors, and the ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate, duly incorporated, Mortgagee.**

WHEREAS, said mortgagors, being members of said body corporate, have received therefrom an advance of Thirty-two Hundred ($3200.00) - **Dollars; being part of the purchase price of the hereinafter described property; the due execution of this mortgage having been a condition precedent to the granting of said advance.**

AND WHEREAS, said mortgagors have agreed to repay the said sum so advanced with interest at the rate of six per centum (6%) per annum from the date hereof, in monthly installments of Thirty-four ($34.00) Dollars - - - - - - - - - - - - - **commencing on the** tenth - - - -**day of** November, 1955, **and on the** tenth - - - - - **day of each month thereafter, to be applied first to the payment of the interest then due and the balance to be applied on account of the said indebtedness until the whole of said principal sum shall be paid.**

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

do grant, convey and assign unto the said mortgagee, its successors and assigns, all that - - - **lot of ground situate and lying in** the Third Election District of

Anne Arundel County, Maryland - - -, **and described as follows:**

BEGINNING for the same at an iron pipe set on the East side of a road Forty (40) feet wide, said point of beginning being North Sixteen (16) degrees Forty-two (42) minutes East Two Hundred Ninety-two and Nine Tenths (292.9) feet from a pipe previously set at the beginning point of a conveyance from Upper Magothy Beach Corporation to Harold W. Kissam, recorded among the Land Records of Anne Arundel County on February 19th, 1934; thence with the said side of said road (now called Magothy River Road) North Twenty-two (22) degrees East Forty (40) feet to a pipe, thence leaving said road South Sixty-eight (68) degrees East One Hundred Twenty (120) feet to a pipe; thence South Twenty-two (22) degrees West Forty (40) feet to a pipe; thence North Sixty-eight (68) degrees West One Hundred Twenty (120) feet to the place of beginning, containing Eleven One Hundredths (0.11) acres, as shown by a survey and plat made by Edward Hall dated March 7th, 1934, being known as Lots Six Hundred Sixty-three (663) and Six Hundred Sixty-four (664).

BEING the same lot of ground which by deed of even date and recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County, was granted and conveyed by Howard H. Conway and Virginia M. Conway, his wife, to the within named mortgagors.

EZGER & MEZGER
ATTORNEYS AND
UNSELLORS AT LAW
BALTIMORE 1, MD.

FILED
1 '5 MAY -1 AM 9:47

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

TO HAVE AND TO HOLD the said lot of ground and premises unto the said mortgagee, its successors and assigns, in fee simple, subject to restrictions of record.

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

AND the said mortgagors, for themselves, their heirs, personal representatives and assigns covenant with the said mortgagee, as follows: (1) To keep the buildings on the premises insured against loss by fire, windstorm, and other hazards for the benefit of the mortgagee, its sucoessors or assigns, in some company aoceptable to the mortgagee, its suocessors or assigns, to the extent of its lien thereon and to deliver the policy and all renewal receipts to the mortgagee, its successors or assigns; and in case of failure of the mortgagors, their heirs, personal representatives, and assigns, so to do, the mortgagee its suo-

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ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

cessors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (2) To pay monthly -

on or before the tenth - - - - - - - - - - - - - - - - - day of each and every month the sum of Six ($6.00) Dollars - for the payment of all taxes, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. Should such payments be insufficient the mortgagee, its successors or assigns, are hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per centum (6%) per annum from the date of said payment, and the said mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (3) Not to remove or demolish any buildings now on the premises, nor to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition or repair, the mortgagee, its successors or assigns, may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the mortgagee, its sucoessors or assigns, immediately mature the entire principal and interest hereby secured, and the mortgagee, its successors or assigns, may without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (4) That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a Receiver to oollect the rents and profits of said premises and account therefor as the Court may direot; (5) That should the title to the here mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary grant or assignment, or in any other manner without the mortgagee's written consent, or should the same be enoumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written oonsent, then the whole of said principal sum shall immediately become due and owing as herein provided; (6) That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (7) That upon the institution of either bankruptcy or receivership proceedings, voluntary or involuntary, against the said mortgagor (or either of them) this mortgage will immediately mature, and failure to pay the mortgage debt in full within ten days thereafter will entitle the mortgagee to foreolose this mortgage without notice; (8) that after any default and the institution of foreclosure proceedings or the insertion of an advertisement for the sale of the hereby mortgaged premises, the mortgagee shall not be required to aooept payment of any arrearage, or the balance of the mortgage debt only, but also shall be entitled to demand and be paid all oosts, expenses, etc., incurred in such proceeding, including the counsel fee set forth herein, and one-half of the amount of the commission that the Trustee or Attorney would have received had the sale been made at a price equal to the balance of the mortgage indebtedness at the time of default; (9) That in any proceedings in which the said mortgagee, because it is the holder of this mortgage, is caused to file an answer or defeund itself through no fault of its own a reasonable fee shall be paid the attorney for the mortgagee, and if not paid by the mortgagor, may be charged against the mortgage account.

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

AND the said mortgagors, hereby assent to the passage of a decree for the sale of said property (the sale to take plaoe after default in any of the oovenants or conditions of this mortgage, as herein provided), and the said mortgagors hereby also authorize the said mortgagee, its suocessors or assigns, or Irving H. Mezger, their duly constituted Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property and any such sale, whether under the above assent to a deoree or under the above power of

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ATTORNEYS AND
OUNSELLORS AT LAW
BALTIMORE 1, MD.

sale, shall be under the provisions of Artiole LXVI of the Public General Laws of Maryland or under any other General or Looal Laws of the State of Maryland relating to mortgages, or any supplement, amendment or additions thereto. And upon any sale of said property, whether under the above assent to a decree or under the above powers of sale, the proceeds shall be applied as follows: (1) To the payment of all expenses inoident to such sale, inoluding a fee of Fifty ($50.00) Dollars to the attorney oonduoting the foreclosure and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; (2) to the payment of all claims of the said mortgagee, its successors or assigns, under this mortgage, whether the same shall have matured or not; and (3) the surplus (if any there be) to the said mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

WHENEVER used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

The said mortgagors covenant that they will warrant specially the property hereby conveyed, and that they will exeoute such further assurances as may be reqquisite.

WITNESS the hands and seals of the said mortgagors.

Witness:

Betty Lou Vogt — Betty Lou Vogt

Preston W. Williams (SEAL)
Preston W. Williams

Delorse M. Williams (SEAL)
Delorse M. Williams

________________ (SEAL)

________________ (SEAL)

LIBER 963 PAGE 148

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 26th day of September, 1955, before me, the subscriber, a Notary Publio of the State of Maryland, in and for the City aforesaid, personally appeared Preston W. Williams and Delorse M. Williams, his wife -

known to me (or satisfactorily proved) to be the persons whose names are subscribed to the within mortgage, and they aoknowledged the aforegoing mortgage to be their act. At the same time also appeared John P. Helmer - - - - - - - President of the within named corporation, Mortgagee, personally known to me, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Betty Lou Vogt
Betty Lou Vogt Notary Public

BETTY LOU VOGT NOTARY PUBLIC BALTIMORE CITY MD.

My Commission Expires May 6th, 1957.

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

Rec'd for record Sept. 28, 1955, at 1:50 P. M.
Per George T. Cromwell, Clerk.
Mailed to Mezger & Mezger

5

55-414

LIBER 98 PAGE 242 (D) K

MORTGAGE

4573

From:

Preston W. Williams and Delorse M. Williams, his wife,

To:

Arundel Federal Savings & Loan Association of Baltimore City.

THIRD ELECTION DISTRICT
ANNE ARUNDEL COUNTY

Received for Record 28 Day of SEPT 1955, at 1.50 P M and the same day recorded in Liber G.T.C. No. 965 Fol. 144 Records of Anne Arundel County
GEORGE T. GROMWELL, Clerk

Pd 7.50

MEZGER AND MEZGER
ATTORNEYS AND COUNSELLORS AT LAW
PARK AVENUE BUILDING (4TH FLOOR)
PARK AVENUE AND SARATOGA STREET
BALTIMORE 1, MARYLAND

FILED

LIBER 98 PAGE 243

Irving H. Mezger, Attorney named in Mortgage	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY Equity No. 11,732
vs.	*	
Preston W. Williams and Delorse M. Williams, his wife.	*	

* * * * * * *

PETITION

The Petition of the Arundel Federal Savings and Loan Association of Baltimore City, and H. Allen Mezger, its Attorney, respectfully shows:

1. That the Arundel Federal Savings and Loan Association of Baltimore City is the holder of a mortgage from Preston W. Williams and Delorse M. Williams, his wife, to it dated September 26th, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 968, folio 144.

2. That Irving H. Mezger was named as Attorney in said mortgage to make sale of the premises described therein, should default occur under the terms of said mortgage.

3. That default did occur under the terms of said mortgage and foreclosure proceedings thereunder were instituted in this Honorable Court by Irving H. Mezger, the Attorney named in said Mortgage on the 1st day of May, 1956.

4. That the premises described in the aforesaid mortgage have been advertised for sale and the date of the sale has been set for the 8th day of June, 1956.

5. That Irving H. Mezger, Attorney as aforesaid, suffered a heart attack on May 19th, 1956, and according to the advises of physicians, said Attorney will be confined to the hospital for an indefinite period of time and, therefore, it will be impossible that he continue to perform his duties as such Attorney.

WHEREFORE your Petitioners respectfully pray that this Honorable Court appoint and substitute H. Allen Mezger as Attorney in place and stead of the said Irving H. Mezger, with all the powers, duties, and obligations imposed upon the Attorney named in said Mortgage, whether provided for under the terms of said mortgage or by operation of law.

Test:

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

E. Jane Rusinek

FILED 1956 MAY 22 AM 11:46

By: John P. Helmer, President

Betty Lou Vogt

H. Allen Mezger

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

7

Irving H. Mezger, Attorney named in Mortgage	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	*	
Preston W. Williams and Delorse M. Williams, his wife.	*	Equity No. 11,732

* * * * * * * * * *

ORDER OF COURT

Upon the aforegoing Petition, it is this 22nd day of May, 1956, ordered and decreed by the Circuit Court for Anne Arundel County, in Equity, that H. Allen Mezger be and he is hereby appointed substitute Attorney in the place and stead of Irving H. Mezger, Attorney named in mortgage referred to in the aforegoing Petition, with all the powers, duties and obligations incident to such appointment as substitute attorney.

Benjamin Michaelson
Judge

FILED
1956 MAY 22 PM 3:51

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

8

Milita: Affidavit under Soldiers' and Sa rs' Civil Relief Act of 1940 and Amendment thereto of October 6, 1942

LIBER 98 PAGE 245

Irving H. Mezger, Attorney

named in Mortgage

vs.

Preston W. Williams and

Delorse M. Williams, his wife

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

Equity No. 11,732
~~Docket~~ ..... ~~Folio~~ .....

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared John P. Helmer, President of the Arundel Federal Savings and Loan Association of Baltimore City and made oath in due form of law that he (she) knows the defendant herein, and that to the best of his (her) information, knowledge and belief

(1) said defendant is not in the military service of the United States,

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

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

(4) said defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for military service.

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

By: John P. Helmer
John P. Helmer, *Affiant.*
President

Subscribed and sworn to before me this 4th day of ~~June 19~~ June 56

E. Jane Rusinek
E. Jane Rusinek, *Notary Public*

My Commission Expires May 6th, 1957.

FILED
~~FILED~~
1956 JUN -5 AM 9:14

1956 JUN -5 AM 9:14

1

STATEMENT OF MORTGAGE CLAIM

Irving H. Mezger, Attorney ..... LIBER 98 PAGE 246 IN THE

named in Mortgage .....

vs.

Preston W. Williams and .....

Delorse M. Williams, his wife .....

CIRCUIT COURT

— OF —

~~BALTIMORE~~ ANNE ARUNDEL COUNTY

Equity No. 11,732

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage		$3,200.00
Plus interest added on account of Principal	$ 80.81	
Less - Credit Expense Account	10.00	70.81
Net Balance		3,270.81
Plus Interest to June 30th, 1956 (with interest thereafter at rate of 6 % per annum)		49.46
Total Balance Due on account of Mortgage Indebtedness		3,320.27

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

By: Henry C Bourke Jr
Henry C. Bourke, Jr., Treasurer

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 4th day of June in the year nineteen hundred and fifty-six, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Henry C. Bourke, Jr., Treasurer of the Arundel Federal Savings and Loan Association of Baltimore City the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

FILED 1956 JUN -5 AM 9:14

As witness my hand and Notarial Seal,

E. Jane Rusinek

E. Jane Rusinek, *Notary Public.*

My Commission Expires May 6th, 1957.

10

Jud. 14042.

MORTGAGEE OR ATTORNEYS' BOND LIBER 98 PAGE 247

No. 11,732 Equity
No. 90-312(81-J

Know all Men by these Presents:

THAT WE H. Allen Mezger

of 200 W. Saratoga Street, Baltimore 1, Maryland

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Three Thousand Five Hundred and 00/100 - - - - - - - - - - ($3,500.00)- - - Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 4th day of June in the year of our Lord nineteen hundred and fifty-six

WHEREAS, the above bounden H. Allen Mezger /Order of Circuit Court of Anne Arundel County passed May 22, 1956 and by virtue of/a power contained in mortgage from Preston W. Williams and Delorse M. Williams, his wife

to /rundel Federal Savings & Loan Association

dated September 26, 1955 and recorded in Liber GTC

No. 968 folio 111 etc., one of the Land Record Books of Anne Arundel County is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said H. Allen Mezger is about to execute the power vested /as aforesaid and in him in said mortgage;

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

Signed, sealed and delivered in the presence of

Elaine E. Seeger
Elaine E. Seeger

H. Allen Mezger [SEAL]

[SEAL]

MARYLAND CASUALTY COMPANY

By Joseph F. Howell
Joseph F. Howell, Attorney-in-fact

ATTEST:

D.V. Kammerer
D.V. Kammerer

Approved this 5 June, 1956
George T. Cromwell, Clerk.

FILED
1956 JUN -5 AM 9:14

STATE OF MARYLAND, Baltimo: ity, sct: LIBER 98 PAGE 248

KNOW ALL MEN BY THESE PRESENTS: That **MARYLAND CASUALTY COMPANY,** a corporation of the State of Maryland, does hereby constitute and appoint Vandervoort Rand, Joseph F. Howell, Ralph C. Holliday and Roberta H. Taylor, each with full power to act alone, its Attorneys-in-Fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in any court in the State of Maryland, and it does hereby declare that all such bonds signed and executed by any one of the aforesaid Attorneys-in-Fact shall be binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said **MARYLAND CASUALTY COMPANY** duly affixed by its Vice-President and attested by its Assistant Secretary, this 30th day of January, 1951.

MARYLAND CASUALTY COMPANY,

Attest: D. W. VAUTHIER
Assistant Secretary

By: HARRY C. MICHAEL
Vice-President

I HEREBY CERTIFY that the above is a correct and true copy of the original Power of Attorney and that the same is on this ..... day of ..... 19..... in full force and effect.

MARYLAND CASUALTY COMPANY

.....
D. W. Vauthier, Assistant Secretary.

Irving H. Mezger, Attorney	*	
named in Mortgage	*	IN THE CIRCUIT COURT
vs.	*	FOR
Preston W. Williams and	*	ANNE ARUNDEL COUNTY
Delorse M. Williams, his wife	*	Equity No. 11,732

* * * * * * * * * *

CERTIFICATION

We hereby certify, that on the 8th day of June, 1956, we sold at public auction for the highest price obtainable to the Arundel Federal Savings and Loan Ass'n. of Balto. City - - the property described as follows:

ALL THAT LOT OF GROUND SITUATE and lying in the Third Election District, Anne Arundel County, Maryland, and described as follows: BEGINNING for the same at an iron pipe set on the East side of a road Forty (40) feet wide, said point of beginning being North Sixteen (16) degrees Forty-two (42) minutes East TwoHundred Ninety-two and Nine Tenths (292.9) feet from a pipe previously set at the beginning point of a conveyance from Upper Magothy Beach Corporation to Harold W. Kissam, recorded among the Land Records of Anne Arundel County on February 19th, 1934; thence with the said side of said road (now called Magothy River Road) North Twenty-two (22) degrees East Forty (40) feet to a pipe, thence leaving said road South Sixty-eight (68) degrees East One Hundred Twenty (120) feet to a pipe; thence South Twenty-two (22) degrees West Forty (40) feet to a pipe; thence North Sixty-eight (68) degrees West One Hundred Twenty (120) feet to the place of beginning, containing Eleven One Hundredths (0.11) acres, as shown by a survey and plat made by Edward Hall dated March 7th, 1934, being known as Lots Six Hundred Sixty-three (663) and Six Hundred Sixty-four (664),

at and for the price of Thirty-Two Hundred ($3200.00) Dollars.

In Testimony Whereof, the said body corporate has affixed its corporate seal hereto and has caused these presents to be signed by John M. Miller, Jr., its Vice-President.

E. T. Newell & Co., Inc., Auctioneers

By: John M. Miller
John M. Miller, Jr., Vice-President

We hereby certify that we purchased the above described property at and for the price of Thirty-Two Hundred ($3200.00) Dollars.

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

By: H. C. Bourke
H. C. Bourke, Jr., Treasurer

FILED
1956 JUN 14 AM 9:31

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

13

LIBER 98 PAGE 250

Irving H. Mezger, Attorney	*	
named in Mortgage	*	IN THE CIRCUIT COURT
		FOR
vs.	*	
		ANNE ARUNDEL COUNTY
Preston W. Williams and	*	
		Equity No. 11,732
Delorse M. Williams, his wife.	*	

* * * * * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of H. Allen Mezger, Substituted Attorney, of the mortgage from Preston W. Williams and Delorse M. Williams, his wife, to the Arundel Federal Savings and Loan Association of Baltimore City, filed in these proceedings, respectfully shows:

That under the power and authority granted in said mortgage to make sale of the fee simple property therein described, default having occurred under said mortgage, after giving bond with security for the faithful discharge of his duties and having given at least twenty (20) days' notice of the time, place, manner and terms of the sale by advertisement inserted in the "Maryland Gazette," a newspaper published in the County of Anne Arundel, State of Maryland, said H. Allen Mezger, Substituted Attorney, did, pursuant of said notice, on Friday, June 8th, 1956 at 2:30 o'clock p.m. attend on the premises and then and there sold at public auction, all that lot of ground located in the Third Election District, Anne Arundel County, Maryland, and more particularly described in said mortgage, together with the improvements thereon, in fee simple, to the Arundel Federal Savings and Loan Association of Baltimore City who was then and there the highest bidder, at and for the sum of Thirty-Two Hundred ($3200.00) Dollars, the entire amount of the purchase price to be paid upon ratification of said sale and all expenses to be adjusted to date of sale.

H. Allen Mezger, Substituted Attorney

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 13th day of June, in the year 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city aforesaid, personally appeared H. Allen Mezger, Substituted Attorney, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true and correct and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

FILED

1956 JUN 14 AM 9:31

G. Norman Meddinger - Notary Public

My Commission Expires 5/8/57.

ZGER & MEZGER
ATTORNEYS AND
UNSELLORS AT LAW
ALTIMORE 1, MD.

LIBER 98 PAGE 251

ORDER NISI

Irving H. Mezger,
Attorney named in Mortgage

versus

Preston W. Williams and
Delorse M. Williams, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,732 Equity

Ordered, this 14 day of June, 1956, That the sale of the Property in these Proceedings mentioned, made and reported by H. Allen Mezger, Substituted Attorney, ~~Trustee~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 23 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 23 day of July next.

The report states that the amount of sale ~~xxxxxx~~ was $ 3,200.00.

George T. Cromwell, Clerk.

True Copy,

TEST: Clerk.

Filed 14 June, 1956, at 9:31 A. M.

(Final Order)

Irving H. Mezger,
Attorney named in Mortgage

versus

Preston W. Williams and
Delorse M. Williams, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 2d day of August, 1956, that the sale made and reported by the ~~Trustee~~ Substituted 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~~ Substituted Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

FILED
1956 AUG -2 PM 4:59

OFFICE OF

Maryland Gazette

LIBER 98 PAGE 252

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. 11,732 EQUITY

IRVING H. MEZGER,
Attorney Named in Mortgage,
versus
PRESTON W. WILLIAMS and
DELORSE M. WILLIAMS, his wife.

Ordered, this 14th day of June, 1956, That the sale of the Property in these Proceedings mentioned, made and reported by H. Allen Mezger, Substituted Attorney, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 23rd 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 23rd day of July next.

The report states that the amount of sale was $5,200.00.

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

jy-12

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 24, 1956

We hereby certify, that the annexed

Order Nisi, Sale

Eq. 11,732

Preston W. Williams

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 1 successive weeks before the 23rd day of July, 1956. The first insertion being made the 21st day of June, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M.G. 6567 1956 AUG -1 PM 2:39

LIBER 98 PAGE 253

In the Case of

Irving H. Mezger,
Attorney named in Mortgage
vs.
Preston W. Williams
and
Delorse M. Williams, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,732 Equity

To the Honorable, the Judges of said Court:

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

August 18, 1956

All of which is respectfully submitted.

Laura R. Jickling
Auditor.

FILED
FILED
1956 AUG 27 PM 1:36
1956 AUG 27 PM 1:36

17

Dr. Irving H. Mezger, Attorney named in Mortgage, vs. Preston W. Williams and Delorse M. Williams, his wife in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	126	00	176	00
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	31	00		
Auditor - stating this account	13	50	54	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	65	65		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Baltimore Sun - advertising sale	12	15		
E. T. Newell & Co. - auctioneer's fee	25	00		
Maryland Casualty Co. - bond premium	14	00		
One-half Federal documentary stamps	1	93		
One-half State documentary stamps	1	92		
G. Norman Weddinger - notary fee		50	135	15
To Arundel Federal Savings & Loan Ass'n. of Baltimore City, mortgagee - this balance on account mortgage claim	2,849	59	2,849	59
			3,215	24
Amount of mortgage claim filed	3,320	27		
Cr. Amount allowed above	2,849	59		
Balance subject to decree in personam	470	68		

with H. Allen Mezger, Substituted Attorney

			Dr.	Cr.
1956				
June	8	Proceeds of Sale		3,200 00
		Refund 1956 State and County taxes ($27.03) adjusted to 6/8/56 - 206 days	15 24	
				3,215 24

ORDER NISI LIBER 98 PAGE 256

Irving H. Mezger,

Attorney named in Mortgage

VERSUS

Preston W. Williams

and

Delorse M. Williams, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,732 Equity.

ORDERED, This 27th day of August, 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 29th 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 29th day of September next.

George J. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 1st day of October, 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 OCT -1 AM 12 39

LIBER 98 PAGE 257

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. 11,732 Equity

IRVING H. MEZGER, Attorney named in Mortgage.

Vs.

PRESTON W. WILLIAMS and DELORSE M. WILLIAMS, his wife.

Ordered, this 27th day of August, 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 20th 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 29th day of September next.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

8-18

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 26, 1956

We hereby certify, that the annexed

Order Nisi Eq. 11,732

Auditor Account

Preston W. Williams

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 29th day of September, 1956. The first insertion being made the 30th day of August, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M.G. 6290 1956 SEP 26 PM 2:47

LIBER 98 PAGE 258

Irving H. Mezger, Attorney	*	
named in Mortgage	*	IN THE CIRCUIT COURT
vs.	*	FOR
The Right Company, Inc., a body corporate, William G. Kelch, Anita Kelch, his wife, Edward R. Horwitz and Anne Horwitz, his wife.	*	ANNE ARUNDEL COUNTY
	*	Equity No. 11,628
	*	

* * * * * * * * * *

Mr. Clerk:

Please file the attached mortgage and docket suit in the above entitled cause, and oblige.

Irving H. Mezger

Irving H. Mezger
Attorney named in Mortgage

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

Filed JAN 28 1956

No. 11,628 Equity

THIS MORTGAGE, Made this 27th day of June - - - -, in the year one thousand nine hundred and fifty-five, between THE RIGHT COMPANY, INC., a body corporate, duly incorporated under the Laws of the State of Maryland, WILLIAM G. KELCH, ANITA KELCH, his wife, EDWARD R. HORWITZ and ANNE HORWITZ, his wife, -, of the County of Anne Arundel , in the State of Maryland, Mortgagors, and the ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said mortgagors, being members of said body corporate, have received therefrom an advance of Ninety-Six Thousand ($96,000.00) - Dollars; being part of the purchase price of the hereinafter described property; the due execution of this mortgage having been a condition precedent to the granting of said advance.

AND WHEREAS, said mortgagors have agreed to repay the said sum so advanced with interest at the rate of six per centum (6%) per annum from the date hereof, in monthly installments of Eight Hundred Ten ($810.00) Dollars - - - - - - - - - - commencing on the fifth - - - day of August ,1955, and on the fifth - - - - - day of each month thereafter, to be applied first to the payment of the interest then due and the balance to be applied on account of the said indebtedness until the whole of said principal sum shall be paid.

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

do grant, convey and assign unto the said mortgagee, its sucoessors and assigns, all those - - lots of ground situate and lying in the Third Election District,

Anne Arundel County, Maryland - - -, and described as follows:

~~BEGINNING~~

BEING known and designated as Lots Nos. Thirteen (13), Twenty (20), Twenty-One (21), Thirty-Two (32), and Thirty-Five (35), as shown on Plat No. 2 of Riviera Isle, recorded among the Plat Records of Anne Arundel County June 27th, 1955, and designated as Plat No. 1327, recorded in Plat Book ____, folio _____, and Lots Nos. Forty- Four (44), Forty-Seven (47), Forty-Nine (49), Fifty-One (51), Sixty-Five (65), Sixty-Six (66) and Sixty-Seven (67), as shown on Plat No. 1 of Riviera Isle, recorded among the Plat Records of Anne Arundel County June 22nd, 1955, and designated as Plat No. 1325, recorded in Plat Book ______, folio ______.

BEING the same lots of ground which by deed of even date and recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County, were granted and conveyed by Riviera Isle, Inc., to the said The Right Company, Inc., one of the mortgagors.

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

Filed JAN 28 1956

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TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures, 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, in fee simple.

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

AND the said mortgagors, for themselves, their heirs, personal representatives and assigns covenant with the said mortgagee, as follows: (1) To keep the buildings on the premises insured against loss by fire, windstorm, and other hazards for the benefit of the mortgagee, its successors or assigns, in some company acceptable to the mortgagee, its successors or assigns, to the extent of its lien thereon and to deliver the policy and all renewal receipts to the mortgagee, its successors or assigns; and in case of failure of the mortgagors, their heirs, personal representatives, and assigns, so to do, the mortgagee its suc-

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COUNSELLORS AT LAW
BALTIMORE 1, MD.

cessors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (2) To pay monthly

on or before the fifth - - - - - - - - - - - - - - - - - day of each and every month the sum of One Hundred ($100.00) Dollars - - - - - - - - - - - - - - - - - - - for the payment of all taxes, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. Should such payments be insufficient the mortgagee, its successors or assigns, are hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per centum (6%) per annum from the date of said payment, and the said mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (3) Not to remove or demolish any buildings now on the premises, nor to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition or repair, the mortgagee, its successors or assigns, may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the mortgagee, its successors or assigns, may without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (4) That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a Receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (5) That should the title to the here mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary grant or assignment, or in any other manner without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (6) That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (7) That upon the institution of either bankruptcy or receivership proceedings, voluntary or involuntary, against the said mortgagor (or either of them) this mortgage will immediately mature, and failure to pay the mortgage debt in full within ten days thereafter will entitle the mortgagee to foreclose this mortgage without notice; (8) that after any default and the institution of foreclosure proceedings or the insertion of an advertisement for the sale of the hereby mortgaged premises, the mortgagee shall not be required to accept payment of any arrearage, or the balance of the mortgage debt only, but also shall be entitled to demand and be paid all costs, expenses, etc., inurred in such proceeding, including the counsel fee set forth herein, and one-half of the amount of the commission that the Trustee or Attorney would have received had the sale been made at a price equal to the balance of the mortgage indebtedness at the time of default; (9) That in any proceedings in which the said mortgagee, because it is the holder of this mortgage, is caused to file an answer or defend itself through no fault of its own a reasonable fee shall be paid the attorney for the mortgagee, and if not paid by the mortgagor, may be charged against the mortgage account.

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

AND the said mortgagors, hereby assent to the passage of a decree for the sale of said property (the sale to take place after default in any of the covenants or conditions of this mortgage, as herein provided), and the said mortgagors hereby also authorize the said mortgagee, its successors or assigns, or Irving H. Mezger, their duly constituted Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property and any such sale, whether under the above assent to a decree or under the above power of

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland or under any other General or Local Laws of the State of Maryland relating to mortgages, or any supplement, amendment or additions thereto. And upon any sale of said property, whether under the above assent to a decree or under the above powers of sale, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of Fifty ($50.00) Dollars to the attorney conducting the foreclosure and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; (2) to the payment of all claims of the said mortgagee, its successors or assigns, under this mortgage, whether the same shall have matured or not; and (3) the surplus (if any there be) to the said mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

WHENEVER used the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

The said William G. Kelch, Anita Kelch, his wife, Edward R. Horwitz and Anne Horwitz, his wife, join in the execution of this mortgage for the purpose of making themselves personally liable, individually and jointly and guaranteeing the payment of the mortgage debt and the performance of all of the terms, conditions and covenants therein.

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

IN TESTIMONY WHEREOF, the said body corporate has affixed its corporate seal hereto and has caused these presents to be signed by , its President, and witness the hands and seals of the said individual mortgagors.

WITNESS:

H. Allen Mezger

THE RIGHT COMPANY, INC.

By: Edward R Horwitz
Edward R. Horwitz President.

H. Allen Mezger

William G. Kelch (SEAL)

H. Allen Mezger

Anita Kelch (SEAL)

H. Allen Mezger

Edward R. Horwitz (SEAL)

Anne Horwitz (SEAL)

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 27th day of June, in the year one thousand nine hundred and fifty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Edward R. Horwitz - - - - -, - - - President of the within named The Right Company, Inc., known to me (or satisfactorily proved) to be the person whose name is subscribed to the within mortgage, and he acknowledged the foregoing mortgage to be the corporate act of said body corporate. At the same time also appeared John P. Helmer, President of the within named corporation, Mortgagee, personally known to me, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

My commission expires May 6th, 1957

H. Allen Mezger Notary Public

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

LIBER 98 PAGE 263

LIBER 940 PAGE 314

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 27th day of June, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William G. Kelch, Anita Kelch, his wife, Edward R. Horwitz and Anne Horwitz, his wife, known to me (or satisfactorily proved) to be the persons whose names are subscribed to the within mortgage, and they acknowledged the aforegoing mortgage to be their act.

AS WITNESS my hand and Notarial Seal.

H. Allen Mezger
Notary Public

My Commission Expires May 6th, 1957.

Recorded- 29th June, 1955, at 10:30 A.M.

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

5

LIBER 98 PAGE 264

(2)

MORTGAGE

From:

The Right Company, Inc., a body corporate, William G. Kelch, Anita Kelch, his wife, Edward R. Horwitz and Anne Horwitz, his wife

To:

Arundel Federal Savings and Loan Association of Baltimore City

THIRD ELECTION DISTRICT
ANNE ARUNDEL COUNTY

Received for Record 29 Day of June 1955, at 10 30 A.M. and the same day recorded in Liber J.H.H. No. 940 Fol. 310, Records of Anne Arundel County

JOHN H. HOPKINS, 3rd Clerk

Pd 9.00

MEZGER AND MEZGER
ATTORNEYS AND COUNSELLORS AT LAW
PARK AVENUE BUILDING (4TH FLOOR)
PARK AVENUE AND SARATOGA STREET
BALTIMORE 1, MARYLAND

FILED

LIBER 98 PAGE 265

Irving H. Mezger, Attorney named in Mortgage vs. The Right Company, Inc., a body corporate, William G. Kelch, Anita Kelch, his wife, Edward R. Horwitz and Anne Horwitz, his wife.	* * * * * * * * *	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY Equity No. 11,628

* * * * * * * * * *

PETITION

The Petition of the Arundel Federal Savings and Loan Association of Baltimore City, and H. Allen Mezger, its Attorney, respectfully shows:

1. That the Arundel Federal Savings and Loan Association of Baltimore City is the holder of a mortgage from The Right Company, Inc., a body corporate, et al, to it dated June 27th, 1955, and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 940, folio 310.

2. That Irving H. Mezger was named as Attorney in said mortgage to make sale of the premises described therein, should default occur under the terms of said mortgage.

3. That default did occur under the terms of said mortgage and foreclosure proceedings thereunder were instituted in this Honorable Court by Irving H. Mezger, the Attorney named in said Mortgage on the 25th day of January, 1956.

4. That Irving H. Mezger, Attorney as aforesaid, suffered a heart attack on May 19th, 1956, and according to the advises of physicians said Attorney will be confined to the hospital for a long period of time and therefore it will be impossible that he continue to perform his duties as such Attorney.

WHEREFORE YOUR PETITIONERS RESPECTFULLY PRAY that this Honorable Court appoint and substitute H. Allen Mezger as Attorney in place and stead of the said Irving H. Mezger, with all the powers, duties, and obligations imposed upon the Attorney named in said Mortgage, whether provided for under the terms of said mortgage or by operation of law.

Test:

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

E. Jane Rusinek

By: John P. Helmer
John P. Helmer President

FILED

1956 MAY 22 AM

Betty Lou Vogt

H. Allen Mezger

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

Irving H. Mezger, Attorney named in Mortgage vs. The Right Company, Inc., a body corporate, William G. Kelch, Anita Kelch, his wife, Edward R. Horwitz and Anne Horwitz, his wife.	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY Equity No. 11,628

* * * * * * * * * * *

ORDER OF COURT

Upon the aforegoing Petition, it is this 22nd day of May, 1956, ordered and decreed by the Circuit Court for Anne Arundel County, in Equity, that H. Allen Mezger be and he is hereby appointed substitute Attorney in the place and stead of Irving H. Mezger, Attorney named in Mortgage referred to in the aforegoing Petition, with all the powers, duties and obligations incident to such appointment as substitute attorney.

Benjamin Michaelson
Judge

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

FILED
1956 MAY 22 PM 3:50

FILED
1956 MAY 22 PM 3:50

8

STATEMENT OF MORTGAGE CLAIM

LIBER 98 PAGE 267
IN THE

Irving H. Mezger, Attorney

named in Mortgage

vs.

The Right Company, Inc., a body corporate, William G. Kelch, Anita Kelch, his wife, Edward R. Horwitz and Anne Horwitz, his wife.

CIRCUIT COURT

— OF —

ANNE ARUNDEL COUNTY

Equity No. 11,628

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage		$ 96,000.00
Plus Amount Due on account of Principal	$3223.53	
Less - Credit Expense Account	485.41	2,738.12
Net Balance		$ 98,738.12
Plus accumulated interest to June 30th, 1956 (with interest thereafter at rate of 6% per annum)		496.12
Total amount of Mortgage Indebtedness		$ 99,234.24

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

By: Henry C. Bourke, Jr., Treasurer

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 4th day of June, in the year nineteen hundred and fifty-six, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Henry C. Bourke, Jr., Treasurer of the Arundel Federal Savings and Loan Association of Baltimore City

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

FILED
1956 JUN -6 AM 8:59

As witness my hand and Notarial Seal.

E. Jane Rusinek, *Notary Public.*

My Commission Expires 5/6/57.

9

Milita Affidavit under Soldiers' and S: rs' Civil Relief Act ✓
of 1940 and Amendment thereto of October 6, 1942

LIBER 98 PAGE 268

Irving H. Mezger, Attorney

named in Mortgage

vs.

The Right Company, Inc., a body corporate, William G. Kelch, Anita Kelch, his wife, Edward R. Horwitz and Anne Horwitz, his wife.

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

Equity No. 11,628

~~Docket~~ ..... ~~Folio~~ .....

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared John P. Helmer, President of the Arundel Federal Savings and Loan Association of Baltimore City - - - - - - - - - - - - - and made oath in due form of law that he (she) knows the defendant herein, and that to the best of his (her) information, knowledge and belief

(1) said defendant is not in the military service of the United States,

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

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

(4) said defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for military service.

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

By: John P. Helmer

John P. Helmer, *Affiant.*
President

Subscribed and sworn to before me

this 4th day of June, 1956

E. Jane Businek

E. Jane Businek, *Notary Public*

My Commission Expires May 6th, 1957.

FILED

1956 JUN -6 AM 8:59

(1)

Jud. 14042.

MORTGAGEE OR ATTORNEYS' BOND

No. 11,628 Equity

No. 90-312643-J

LIBER 98 PAGE 269

Know all Men by these Presents:

THAT WE H. Allen Mezger

of 200 W. Saratoga Street, Baltimore 1, Maryland

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Ninety-Nine Thousand and 00/100 - - - - - - - - - - - - - - - - ($99,000.00) - *Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this* 11th *day of* June *in the year of our Lord nineteen hundred and* fifty-six.

WHEREAS, the above bounden H. Allen Mezger, substitute attorney-named-in-mortgage *by virtue of* Order of Circuit Court of Anne Arundel County passed May 22, 1956 and *a power contained in mortgage from* The Right Company, Inc., William G. Kelch and Anita Kelch, his wife, Edward R. Horwitz and Anne Horwitz, his wife

to Arundel Federal Savings & Loan Association

dated June 27, 1955 *and recorded in Liber* JHH *No.* 940 *folio* 310 *etc., one of the Land Record Books of* Anne Arundel County *is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said* H. Allen Mezger *is about to execute the power vested in him* as aforesaid and *in said mortgage;*

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

Signed, sealed and delivered in the presence of

Elaine E. Seeger

Elaine E. Seeger

H. Allen Mezger [SEAL]

H. Allen Mezger

[SEAL]

MARYLAND CASUALTY COMPANY

By Vandervoort Rand

Vandervoort Rand, Attorney-in-fact

ATTEST:

D.V. Kammerer

D.V. Kammerer

FILED

1956 JUN 12 AM 9:31

Bond approved and filed
George T. Cromwell
Clerk

STATE OF MARYLAND, Baltimor ty, sct: LIBER 98 PAGE 270

KNOW ALL MEN BY THESE PRESENTS: That **MARYLAND CASUALTY COMPANY**, a corporation of the State of Maryland, does hereby constitute and appoint Vandervoort Rand, Joseph F. Howell, Ralph C. Holliday and Roberta H. Taylor, each with full power to act alone, its Attorneys-in-Fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in any court in the State of Maryland, and it does hereby declare that all such bonds signed and executed by any one of the aforesaid Attorneys-in-Fact shall be binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said **MARYLAND CASUALTY COMPANY** duly affixed by its Vice-President and attested by its Assistant Secretary, this 30th day of January, 1951.

MARYLAND CASUALTY COMPANY

Attest: D. W. VAUTHIER
Assistant Secretary

By: HARRY C. MICHAELIS
Vice-President

I HEREBY CERTIFY that the above is a correct and true copy of the original Power of Attorney and that the same is on this 11th day of June 19 56 in full force and effect.

MARYLAND CASUALTY COMPANY

D. W. Vauthier, Assistant Secretary

Jud. 14042. Additional

MORTGAGEE OR ATTORNEYS' BOND LIBER 98 PAGE 271 No. 11628-Equity

Know all Men by these Presents:

THAT WE H. Allen Mezger

of 200 W. Saratoga Street, Baltimore 1, Maryland

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the ~~full~~ additional *and just sum of* One Thousand and 00/100 - ($1,000.00) *Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this* 11th *day of* June *in the year of our Lord nineteen hundred and* fifty-six.

WHEREAS, the above bounden H. Allen Mezger, substitute attorney-named-in-mortgage /Order of Circuit Court of Anne Arundel County passed May 22, 1956 and *by virtue of/a power contained in mortgage from* The Right Company, Inc., William G. Kelch & Anita Kelch, his wife, Edward R. Horwitz & Anne Horwitz, his wife

to Arundel Federal Savings & Loan Association

dated June 27, 1955 *and recorded in Liber* JHH *No.* 940 *folio* 310 *etc., one of the Land Record Books of* Anne Arundel County *is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said* H. Allen Mezger *is about to execute the power vested in him in said mortgage;*

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

Signed, sealed and delivered in the presence of

H. Allen Mezger [SEAL]

[SEAL]

Elaine E. Seeger

Elaine E. Seeger

MARYLAND CASUALTY COMPANY

By Vadervoort Rand, Attorney-in-fact

ATTEST:

D.V. Kammerer

D.V. Kammerer

FILED

1956 JUN 13 AM 10:15

FILED

1956 JUN 13 AM 10:15

Bond approved 13/June/56
George T. Cromwell
Clerk

STATE OF MARYLAND, Baltimor ty, sct: LIBER 98 PAGE 272

KNOW ALL MEN BY THESE PRESENTS: That MARYLAND CASUALTY COMPANY, a corporation of the State of Maryland, does hereby constitute and appoint Vandervoort Rand, Joseph F. Howell, Ralph C. Holliday and Roberta H. Taylor, each with full power to act alone, its Attorneys-In-Fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in any court in the State of Maryland, and it does hereby declare that all such bonds signed and executed by any one of the aforesaid Attorneys-in-Fact shall be binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said MARYLAND CASUALTY COMPANY duly affixed by its Vice-President and attested by its Assistant Secretary, this 30th day of January, 1951.

MARYLAND CASUALTY COMPANY

Attest: D. W. VAUTHIER
Assistant Secretary

By: HARRY C. MICHAELSON
Vice-President

I HEREBY CERTIFY that the above is a correct and true copy of the original Power of Attorney and that the same is on this 11th day of June 1956 in full force and effect.

MARYLAND CASUALTY COMPANY

D. W. Vauthier, Assistant Secretary

Irving H. Mezger, Attorney named in Mortgage vs. The Right Company, Inc. * IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY Equity No. 11,628

* * * * * * * * * *

CERTIFICATION

We hereby certify, that on the 15th day of June, 1956, we sold at public auction for the highest price obtainable to the Arundel Federal Savings and Loan Association of Balto. City, the property described as follows:

ALL THOSE LOTS OF GROUND situate and lying in the Third Election District, Anne Arundel County, Maryland, and described as follows: BEING known and designated as Lots 13, 20, 21, 32, 35, as shown on Plat No. 2 of Riviera Isle, recorded among the Plat Records of Anne Arundel County June 27th, 1955, and designated as Plat No.1327, recorded in Plat Book 26, folio 11, and Lots 44, 47, 49, 51, 65, 66, & 67, as shown on Plat No.1 of Riviera Isle, recorded among the Plat Records of Anne Arundel County June 22nd, 1955, and designated as Plat No. 1325, recorded in Plat Book 26, folio 10.

at and for the price of Ninety-Two Thousand ($92,000.00) Dollars.

IN TESTIMONY WHEREOF, the said body corporate has affixed its corporate seal hereto and has caused these presents to be signed by John M. Miller, Jr., - - its Vice-President.

E. T. Newell & Co., Inc., Auctioneers

By: John M. Miller
John M. Miller, Jr., Vice-President

I/we hereby certify that I/we purchased the above described property at and for the price of Ninety-Two Thousand ($92,000.00) Dollars.

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

By: H. C. Bourke
H. C. Bourke, Jr., Treasurer

FILED
1956 JUN 20 AM 9:44

LIBER 98 PAGE 273

Irving H. Mezger, Attorney	*	IN THE CIRCUIT COURT
named in Mortgage	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
The Right Company, Inc.	*	Equity No. 11,628

* * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of H. Allen Mezger, Substituted Attorney, of the mortgage from The Right Company, Inc., a body corporate, duly incorporated under the Laws of the State of Maryland, William G. Kelch, Anita Kelch, his wife, Edward R. Horwitz and Anne Horwitz, his wife, to the Arundel Federal Savings and Loan Association of Baltimore City, filed in these proceedings, respectfully shows:

That under the power and authority granted in said mortgage to make sale of the fee simple property therein described, default having occurred under said mortgage, after giving bond with security for the faithful discharge of his duties and having given at least twenty (20) days' notice of the time, place, manner and terms of the sale by advertisement inserted in the "Maryland Gazette," a newspaper published in Anne Arundel County, Maryland, said H. Allen Mezger, Substituted Attorney did, pursuant of said notice, on Friday, June 15th, 1956, at 2:15 o'clock p.m. attend on the premises and then and there sold at public auction, all those lots of ground located in the Third Election District, Anne Arundel County, Maryland, and more particularly described in said mortgage, together with the improvements thereon, in fee simple, to the Arundel Federal Savings and Loan Association of Baltimore City, who was then and there the highest bidder, at and for the sum of Ninety-Two Thousand ($92,000.00) Dollars, the entire amount of the purchase price to be paid upon ratification of said sale and all expenses to be adjusted to date of sale.

H. Allen Mezger, Substituted Attorney

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 18th day of June, in the year 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city aforesaid, personally appeared H. Allen Mezger, Substituted Attorney, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true and correct and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Betty Lou Vogt
Notary Public

My Commission Expires 5/6/57.

FILED
1956 JUN 20 AM 9:44

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

LIBER 98 PAGE 274

ORDER NISI

H. ALLEN MEZGER, Substitute Attorney
NAMED IN MORTGAGE

versus

THE RIGHT COMPANY, INC.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,628 Equity

Ordered, this 20th day of June, 1956, That the sale of the property in these proceedings mentioned made and reported by H. ALLEN MEZGER, Substitute Attorney ~~Named in Mortgage~~ ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 30th 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 30th day of July next.

The report states that the amount of sales ~~was~~ was $92,000.00

Filed 1956 June 20,
A.M. 9:44

George J. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

H. ALLEN MEZGER, Substitute Attorney
NAMED IN MORTGAGE

versus

THE RIGHT COMPANY, INC.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 2d day of August, 1956, that the sale made and reported by the ~~Trustee~~ Substitute 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~~ Substitute Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

FILED
1956 AUG -2 PM 5:02

LIBER 98 PAGE 275

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 1, 1956

We hereby certify, that the annexed

Order Nisi

Eq. 11,628

The Right Co.

$92,000.00

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 30th day of July, 1956. The first insertion being made the 28th day of June, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,628 Equity

IRVING H. MEZGER,
Attorney Named in Mortgage,
Vs.
THE RIGHT COMPANY, INC.

Ordered, this 20th day of June, 1956, That the sale of the property in these proceedings mentioned made and reported by H. Adleo Mezger, Substitute Attorney Named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 30th 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 30th day of July next.

The report states that the amount of sales was $92,000.00.

GEORGE T. CROMWELL, Clerk.

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

jy-19

FILED

No. M.G. 1525 1956 AUG -1 PM 2:38

15

In the Case of LIBER 98 PAGE 276

Irving H. Mezger,
Attorney named in Mortgage
VS.
The Right Company, Inc.,
a body corporate, et al

In the

Circuit Court

For

Anne Arundel County

No. 11,628 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.

August 16, 1956

All of which is respectfully submitted.

Laura K. Jackson
Auditor.

FILED

1956 AUG 27 PM 1:18

19

Dr. in ac.

Irving H. Mezger, Attorney named in Mortgage, vs. The Right Company, Inc., a body corporate, et al

To Attorney for Fee, viz:	50 00	
To Attorney for Commissions, viz:	1,700 00	1,750 00
To Attorney for Court costs, viz:		
PLaintiff's Solicitor's appearance fee	10 00	
Clerk of Court - Court costs	38 00	
Jos. C. Deegan - Sheriff's fee	1 00	
Auditor - stating this account	18 00	67 00
To Attorney for Expenses, viz:		
Capital-Gazette Press - advertising first sale	30 00	
Capital-Gazette Press - advertising second sale	60 00	
Capital-Gazette Press - order nisi (sale)	8 00	
Capital-Gazette Press - order nisi (acct)	6 00	
The Baltimore Sun - advertising sale	27 10	
Maryland Casualty Co. - bond premium	400 00	
E. T. Newell & Co. - auctioneer's fee first advertisement	85 00	
E. T. Newell & Co. - auctioneer's fee (sale)	120 00	
One-half Federal documentary stamps	50 60	
One-half State documentary stamps	50 60	
Betty Lou Vogt - notary fees	1 00	838 30
To Attorney for Taxes, viz: 1956 State and County taxes ($796.26) adjusted to 6/15/56 - 167 days		364 23
To Arundel Federal Savings & Loan Ass'n of Baltimore City, mortgagee - this balance on account mortgage claim	88,980 47	88,980 47
		92,000 00
Amount of mortgage claim filed	99,234 24	
Cr. Amount allowed above	88,980 47	
Balance subject to decree in personam	10,253 77	

70

with

H. Allen Mezger, Substituted Attorney

Cr.

1956				
June	15	Proceeds of Sale	92,000 00	92,000 00
			92,000 00	

ORDER NISI

LIBER 98 PAGE 279

Irving H. Mezger,
Attorney named in Mortgage

VERSUS

The Right Company, Inc.,
a body corporate,
et al

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 11,628 Equity.

ORDERED, This 27th day of August, 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 29th 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 29th day of September next.

George J. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 1st day of October, 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 OCT -1 PM 12:50

LIBER 98 PAGE 280 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. 11,628 Equity

IRVING H. MEZGER, Attorney named in Mortgage

Vs.

THE RIGHT COMPANY, INC., a body corporate, et al.

Ordered, this 27th day of August, 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 29th 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 29th day of September next.

GEORGE T. CROMWELL, Clerk.

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

S-13

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 26, 1956

We hereby certify, that the annexed

Order Nisi Eq. 11,628
Auditor account

"The Right Co."

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 29th day of September, 1956. The first insertion being made the 30th day of August, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M.G. 6283 1956 SEP 26 PM 2:47 By D. J. Tilghman

LIBER 98 PAGE 281

Irving H. Mezger, Attorney	*	IN THE CIRCUIT COURT
named in Mortgage	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
The Right Company, Inc.	*	Equity NO. 11,629

* * * * * * * * * *

Mr. Clerk:

Please file the attached mortgage and docket suit in the above entitled cause, and oblige.

Irving H. Mezger

Irving H. Mezger
Attorney named in Mortgage

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

Filed JAN 28 1956

No. 11,629 Equity

55 Stamps Required 8.80

THIS MORTGAGE, Made this 13th day of September - -, in the year one thousand nine hundred and fifty-five, between THE RIGHT COMPANY, INC., a body corporate, duly incorporated under the Laws of the State of Maryland -, XXXXXX - - - - - - - - - - - - - XXXXXXXXXX XXXXXXXXXX Mortgagors, and the ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said mortgagors, being members of said body corporate, have received therefrom an advance of Eight Thousand ($8000.00) - Dollars; being part of the purchase price of the hereinafter described property; the due execution of this mortgage having been a condition precedent to the granting of said advance.

AND WHEREAS, said mortgagors have agreed to repay the said sum so advanced with interest at the rate of six per centum (6%) per annum from the date hereof, in monthly installments of Eighty-Nine ($89.00) Dollars - - - - - - - - - - - - - commencing on the tenth - - - -day of October - 1955, and on the tenth - - - - - day of each month thereafter, to be applied first to the payment of the interest then due and the balance to be applied on account of the said indebtedness until the whole of said principal sum shall be paid.

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

do grant, convey and assign unto the said mortgagee, its successors and assigns, all that lot of ground situate and lying in the Third Election District,

Anne Arundel County, Maryland - - -, and described as follows:

XXXXXXXXX BEING known and designated as Lot No. Forty (40), Plat I, Riviera Isle, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 26, folio 10.

BEING part of the land which by deed dated July 21st, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 948, folio 453, was granted and conveyed by Riviera Isle, Inc., to the said mortgagor.

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

Filed JAN 28 1958

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

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

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

AND the said mortgagors, for themselves, their heirs, personal representatives and assigns covenant with the said mortgagee, as follows: (1) To keep the buildings on the premises insured against loss by fire, windstorm, and other hazards for the benefit of the mortgagee, its successors or assigns, in some company acceptable to the mortgagee, its successors or assigns, to the extent of its lien thereon and to deliver the policy and all renewal receipts to the mortgagee, its successors or assigns; and in case of failure of the mortgagors, their heirs, personal representatives, and assigns, so to do, the mortgagee its suc-

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

3

cessors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (2) To pay monthly

on or before the tenth - - - - - - - - - - - - - - - - - day of each and every month the sum of Thirteen ($13.00) Dollars - for the payment of all taxes, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. Should such payments be insufficient the mortgagee, its successors or assigns, are hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per centum (6%) per annum from the date of said payment, and the said mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (3) Not to remove or demolish any buildings now on the premises, nor to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition or repair, the mortgagee, its successors or assigns, may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the mortgagee, its successors or assigns, may without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (4) That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a Receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (5) That should the title to the here mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary grant or assignment, or in any other manner without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (6) That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (7) That upon the institution of either bankruptcy or receivership proceedings, voluntary or involuntary, against the said mortgagor (or either of them) this mortgage will immediately mature, and failure to pay the mortgage debt in full within ten days thereafter will entitle the mortgagee to foreclose this mortgage without notice; (8) that after any default and the institution of foreclosure proceedings or the insertion of an advertisement for the sale of the hereby mortgaged premises, the mortgagee shall not be required to accept payment of any arrearage, or the balance of the mortgage debt only, but also shall be entitled to demand and be paid all costs, expenses, etc., incurred in such proceeding, including the counsel fee set forth herein, and one-half of the amount of the commission that the Trustee or Attorney would have received had the sale been made at a price equal to the balance of the mortgage indebtedness at the time of default; (9) That in any proceedings in which the said mortgagee, because it is the holder of this mortgage, is caused to file an answer or defeund itself through no fault of its own a reasonable fee shall be paid the attorney for the mortgagee, and if not paid by the mortgagor, may be charged against the mortgage account.

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

AND the said mortgagors, hereby assent to the passage of a decree for the sale of said property (the sale to take plaoe after default in any of the covenants or conditions of this mortgage, as herein provided), and the said mortgagors hereby also authorize the said mortgagee, its successors or assigns, or Irving H. Mezger, their duly constituted Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property and any such sale, whether under the above assent to a deoree or under the above power of

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ATTORNEYS AND
UNSELLORS AT LAW
ALTIMORE 1, MD.

sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland or under any other General or Local Laws of the State of Maryland relating to mortgages, or any supplement, amendment or additions thereto. And upon any sale of said property whether under the above assent to a decree or under the above powers of sale, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of Fifty ($50.00) Dollars to the attorney conducting the foreclosure and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; (2) to the payment of all claims of the said mortgagee, its successors or assigns, under this mortgage, whether the same shall have matured or not; and (3) the surplus (if any there be) to the said mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

WHENEVER USED, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

IN TESTIMONY WHEREOF, the said body corporate has affixed its corporate seal hereto and has caused these presents to be signed by Edward R. Horwitz - - , its - - -President.

WITNESS:

THE RIGHT COMPANY, INC.

Betty Lou Vogt — By: Edward R. Horwitz — President

Betty Lou Vogt

Edward R. Horwitz

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit: LIBER 963 PAGE 495

I HEREBY CERTIFY, that on this 13th day of September, in the year one thousand nine hundred and fifty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Edward R. Horwitz - - - - - , - - -President of the within named The Right Company, Inc., known to me (or satisfactorily proved) to be the person whose name is subscribed to the within mortgage, and he acknowledged the foregoing mortgage to be the corporate act of said body corporate. At the same time also appeared John P. Helmer, President of the within named corporation, Mortgagee, personally known to me, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Betty Lou Vogt — Notary Public

Betty Lou Vogt

My Commission Expires May 6th, 1957.

Rec'd for record Sept. 14, 1955, at 10:25 A.M.
Per George T. Cromwell, Clerk.
Mailed to Mezger & Mezger

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

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55-407

LIBER 98 PAGE 286

MORTGAGE

From:

The Right Company, Inc.

To:

Arundel Federal Savings and Loan Association of Baltimore City

THIRD ELECTION DISTRICT
ANNE ARUNDEL COUNTY

Received for Record 14 Day of SEPT 1955, at 10.25 A.M and the same day recorded in Liber G.T.C. No. 963 Fol. 114 Records of Anne Arundel County
GEORGE T. CROMWELL, Clerk

MEZGER AND MEZGER
ATTORNEYS AND COUNSELLORS AT LAW
PARK AVENUE BUILDING (4TH FLOOR)
PARK AVENUE AND SARATOGA STREET
BALTIMORE 1, MARYLAND

FILED

LIBER 98 PAGE 287

Irving H. Mezger, Attorney	*	
named in Mortgage	*	IN THE CIRCUIT COURT
		FOR
vs.	*	
		ANNE ARUNDEL COUNTY.
The Right Company, Inc.	*	Equity No. 11,629

* * * * * * *

PETITION

The Petition of the Arundel Federal Savings and Loan Association of Baltimore City, and H. Allen Mezger, its Attorney, respectfully shows:

1. That the Arundel Federal Savings and Loan Association of Baltimore City is the holder of a mortgage from The Right Company, Inc., a body corporate, to it dated September 13th, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 963, folio 491.

2. That Irving H. Mezger was named as Attorney in said mortgage to make sale of the premises described therein, should default occur under the terms of said mortgage.

3. That default did occur under the terms of said mortgage and foreclosure proceedings thereunder were instituted in this Honorable Court by Irving H. Mezger, the Attorney named in said Mortgage on the 28th day of January, 1956.

4. That Irving H. Mezger, Attorney as aforesaid, suffered a heart attack on May 19th, 1956, and according to the advises of physicians, said Attorney will be confined to the hospital for an indefinite period of time and, therefore, it will be impossible that he continue to perform his duties as such Attorney.

WHEREFORE your Petitioners respectfully pray that this Honorable Court appoint and substitute H. Allen Mezger as Attorney in place and stead of the said Irving H. Mezger, with all the powers, duties, and obligations imposed upon the Attorney named in said Mortgage, whether provided for under the terms of said mortgage or by operation of law.

Test:

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

E. Jane Rusinek

By: John P. Helmer, President

Betty Lou Vogt

H. Allen Mezger

FILED
1956 MAY 22 AM 11:45

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

7

LIBER 98 PAGE 288

Irving H. Mezger, Attorney	*	
named in Mortgage	*	IN THE CIRCUIT COURT
		FOR
vs.	*	
		ANNE ARUNDEL COUNTY
The Right Company, Inc.	*	
		Equity No. 11,629

* * * * * * * * * *

ORDER OF COURT

Upon the aforegoing Petition, it is this 22nd day of May, 1956, ordered and decreed by the Circuit Court for Anne Arundel County, in Equity, that H. Allen Mezger be and he is hereby appointed substitute Attorney in the place and stead of Irving H. Mezger, Attorney named in Mortgage referred to in the aforegoing Petition, with all the powers, duties and obligations incident to such appointment as substitute attorney.

Benjamin Michaelson
Judge.

EZGER & MEZGER
ATTORNEYS AND
OUNSELLORS AT LAW
BALTIMORE 1, MD.

FILED
1956 MAY 22 PM 3:51

STATEMENT OF MORTGAG' 'LAIM

LIBER 98 PAGE 289

Irving H. Mezger, Attorney

named in Mortgage

vs.

The Right Company, Inc.

IN THE

CIRCUIT COURT

— OF —

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

Equity No. 11,629

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage		$8,000.00
Plus amount due on account of principal	$325.68	
Less - Credit Expense Account	9.50	316.18
Net Balance		$8,316.18
Plus accumulated interest to June 30th, 1956 (with interest thereafter at rate of 6% per annum)		41.63
Total Amount of Mortgage Indebtedness		$8,357.81

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

By: Henry C. Bourke, Jr., Treasurer

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 4th day of June, in the year nineteen hundred and fifty-six, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Henry C. Bourke, Jr., Treasurer of the Arundel Federal Savings and Loan Association of Baltimore City

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

FILED
1956 JUN -6 AM 9:00

As witness my hand and Notarial Seal,

E. Jane Rusinek, *Notary Public.*

My Commission Expires 5/6/57.

Milita Affidavit under Soldiers' and S: rs' Civil Relief Act of 1940 and Amendment thereto of October 6, 1942

LIBER 98 PAGE 290

IN THE

Irving H. Mezger, Attorney

named in Mortgage

vs.

The Right Company, Inc.

CIRCUIT COURT

OF

~~BALTIMORE~~ ANNE ARUNDEL COUNTY

Equity No. 11,629

~~Docket~~ ..... ~~Ent~~ .....

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared John P. Helmer, President of the Arundel Federal Savings and Loan Association of Baltimore City - - - - - - - - - - - - and made oath in due form of law that he (she) knows the defendant herein, and that to the best of his (her) information, knowledge and belief

(1) said defendant is not in the military service of the United States,

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

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

(4) said defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for military service.

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

By: John P. Helmer

John P. Helmer, *Affiant.*
President

Subscribed and sworn to before me this 4th day of June, 1956

E. Jane Rusinek

E. Jane Rusinek, *Notary Public*

My Commission Expires 5/6/57

FILED

1956 JUN -6 AM 8:59

No. 11629-Equity

Jud. 14042.

MORTGAGEE OR ATTORNEYS' BOND LIBER 98 PAGE 291 No. 90-312644-J ✓

Know all Men by these Presents:

THAT WE H. Allen Mezger

of 200 W. Saratoga St., Baltimore 1, Maryland

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Eight Thousand Three Hundred Fifty and 00/100 - - - - - - - - ($8,350.00) - *Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this* 11th *day of* June *in the year of our Lord nineteen hundred and* fifty-six.

WHEREAS, the above bounden H. Allen Mezger, substitute attorney-named-in-mortgage /Order of Circuit Court of Anne Arundel County passed May 22, 1956 and *by virtue of a power contained in mortgage from* The Right Company, Inc.

to Arundel Federal Savings & Loan Association

dated September 13, 1955 *and recorded in Liber* GTC

No. 963 *folio* 491 *etc., one of the Land Record Books of* Anne Arundel County *is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said* H. Allen Mezger *is about to execute the power vested in him in said mortgage;*

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

Signed, sealed and delivered in the presence of

Elaine E. Seeger
Elaine E. Seeger

H. Allen Mezger [SEAL]

[SEAL]

MARYLAND CASUALTY COMPANY

By Vandervoort Rand
Vandervoort Rand, Attorney-in-fact

ATTEST:
D.V. Kammerer

Bond approved 12 June 1956
George T. Cromwell, Clerk

FILED
1956 JUN 12 AM 9:10

//

STATE OF MARYLAND, Baltimor :y, sct: LIBER 98 PAGE 292

KNOW ALL MEN BY THESE PRESENTS: That **MARYLAND CASUALTY COMPANY**, a corporation of the State of Maryland, does hereby constitute and appoint Vandervoort Rand, Joseph F. Howell, Ralph C. Holliday and Roberta H. Taylor, each with full power to act alone, its Attorneys-in-Fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in any court in the State of Maryland, and it does hereby declare that all such bonds signed and executed by any one of the aforesaid Attorneys-in-Fact shall be binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said **MARYLAND CASUALTY COMPANY** duly affixed by its Vice-President and attested by its Assistant Secretary, this 30th day of January, 1951.

MARYLAND CASUALTY COMPANY

Attest: D. W. VAUTHIER
Assistant Secretary

By: HARRY C. MICHAEL
Vice-President

I HEREBY CERTIFY that the above is a correct and true copy of the original Power of Attorney, and that the same is on this 11th day of June 1956 in full force and effect.

MARYLAND CASUALTY COMPANY

D. W. Vauthier

D. W. Vauthier, Assistant Secretary

LIBER 98 PAGE 293

Irving H. Mezger, Attorney	*	IN THE CIRCUIT COURT
named in Mortgage	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
The Right Company, Inc.	*	Equity No. 11,629

* * * * * * * * * *

CERTIFICATION

We hereby certify, that on the 15th day of June, 1956, we sold at public auction for the highest price obtainable to the Arundel Federal Savings and Loan Association of Balto. City, the property described as follows:

ALL THAT LOT OF GROUND situate and lying in the Third Election District, Anne Arundel County, Maryland, and described as follows: BEING known and designated as Lot No. Forty (40), Plat I, Riviera Isle, which plat is recorded among the Plat Records of Anne Arundel County, in Plat Book 26, folio 10.

at and for the price of Eighty-Five Hundred ($8500.00) Dollars.

IN TESTIMONY WHEREOF, the said body corporate has affixed its corporate seal hereto and has caused these presents to be signed by John M. Miller, Jr. - - - its Vice-President.

E. T. Newell & Co., Inc., Auctioneers

By: John M. Miller
John M. Miller, Jr., Vice-President

I/We hereby certify that I/we purchased the above described property at and for the price of Eighty-Five Hundred ($8500.00) Dollars.

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

By: H. C. Bourke
H. C. Bourke, Jr., Treasurer

FILED
1956 JUN 20 AM 9:44

1956 JUN 20 AM 9:44

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

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LIBER 98 PAGE 294

Irving H. Mezger, Attorney	*	IN THE CIRCUIT COURT
named in Mortgage	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
The Right Company, Inc.	*	Equity No. 11,629

* * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of H. Allen Mezger, Substituted Attorney, of the mortgage from The Right Company, Inc., a body corporate, to the Arundel Federal Savings and Loan Association of Baltimore City, filed in these proceedings, respectfully shows:

That under the power and authority granted in said mortgage to make sale of the fee simple property therein described, default having occurred under said mortgage, after giving bond with security for the faithful discharge of his duties and having given at least twenty (20) days' notice of the time, place, manner and terms of the sale by advertisement inserted in the "Maryland Gazette," a newspaper published in Anne Arundel County, Maryland, said H. Allen Mezger, Substituted Attorney, did, pursuant of said notice, on Friday, June 15th, 1956, at 2:00 o'clock p.m. attend on the premises and then and there sold at public auction, all that lot of ground located in the Third Election District, Anne Arundel County, Maryland, and more particularly described in said mortgage, together with the improvements thereon, in fee simple, to the Arundel Federal Savings and Loan Association of Baltimore City, who was then and there the highest bidder, at and for the sum of Eighty-Five Hundred ($8500.00) Dollars, the entire amount of the purchase price to be paid upon ratification of said sale and all expenses to be adjusted to date of sale.

H. Allen Mezger, Substituted Attorney

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 18th day of June, in the year 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared H. Allen Mezger, Substituted Attorney, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true and correct and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Betty Lou Vogt — Notary Public

My Commission Expires May 6th, 1957.

FILED 1956 JUN 20 AM 9:44

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

LIBER 98 PAGE 295

ORDER NISI

H. ALLEN MEZGER, Substitute Attorney
Named in Martgage

versus

THE RIGHT COMPANY, INC.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,629 Equity

Ordered, this 20th day of June, 1956, That the sale of the property in these proceedings mentioned made and reported by H. ALLEN MEZGER, Substitute Attorney ~~Named in Mortgage Trustee~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 30th 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 30th day of July next.

The report states that the amount of sales ~~was~~ was $ 8500.00

Filed 1956 June 20,
A.M. 9:44

George T. Cromwell Clerk.

True Copy.

TEST: Clerk.

(Final Order)

H. ALLEN MEZGER, Substitute Attorney
Named in Mortgage

versus

THE RIGHT COMPANY, INC.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 2d day of August, 1956, that the sale made and reported by the ~~Trustee~~ Substitute 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~~ Substitute Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

FILED
1956 AUG -2 PM 4:58

OFFICE OF

LIBER 98 PAGE 296 *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. 11,029 Equity

IRVING H. MEZGER,
Attorney Named in Mortgage,
Vs.
THE RIGHT COMPANY, INC.

Ordered, this 20th day of June, 1956, That the sale of the property in these proceedings mentioned made and reported by H. Allen Mezger, Substitute Attorney Named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 30th 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 30th day of July next.

The report states that the amount of sales was $8500.00.

GEORGE T. CROMWELL, Clerk.

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

jy-19

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 1, 1956

We hereby certify, that the annexed

Order Nisi, [illegible]

[illegible]

[illegible]

$8500.00

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 30th day of July, 1956. The first insertion being made the 5th day of June, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M.G. 6596 1956 AUG -1 PM 2:38 By [illegible]

LIBER 98 PAGE 297

In the Case of

Irving L. Lezter,
Attorney named in Mortgage
VS.
The Right Company, Inc.

In the

Circuit Court

For

Anne Arundel County

I.o. 11,629 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.

August 16, 1956

All of which is respectfully submitted.

Laura K. Dickens
Auditor.

FILED
1956 AUG 27 PM 1:31

Dr. in ac.

. Irving H. Hezger, Attorney named in Mortgage vs. The Right Company, Inc.

To Attorney for Fee, viz:		50	00		
To Attorney for Commissions, viz:		285	00	335	00
To Attorney for Court costs, viz:					
Plaintiff's Solicitor's appearance fee		10	00		
Clerk of Court - Court costs		33	50		
Jos. C. Deegan - Sheriff's costs		1	00		
Auditor - stating this account		13	50	58	00
To Attorney for Expenses, viz:					
Capital-Gazette Press -	first advertisement of sale	18	76		
Capital-Gazette Press -	second advertisement of sale	37	52		
Capital-Gazette Press - order nisi (sale)		8	00		
Capital-Gazette Press - order nisi (acct)		6	00		
The Baltimore Sun - advertising sale		25	00		
E. T. Newell & Co., Inc -	auctioneer's fee first advertisement	15	00		
E. T. Newell & Co., Inc.-	auctioneer's fee (sale)	10	00		
Maryland Casualty Co. - bond premium		33	40		
One-half Federal documentary stamps		4	68		
One-half State documentary stamps		4	67		
Betty Lou Vogt - notary fees		1	00	164	03
To Attorney for Taxes, viz: 1956 State and County taxes ($108.17) adjusted to 6/15/56 - 167 days		49	49	49	49
To Arundel Federal Savings & Loan Ass'n of Baltimore City, mortgagee - this balance on account mortgage claim		7,893	48	7,893	48
				8,500	00
Amount of mortgage claim filed		8,357	81		
Cr. Amount allowed above		7,893	48		
Balance subject to decree in personam		464	33		

with

H. Allen Mezger, Substituted Attorney

Cr.

1956						
June	15	Proceeds of Sale	8,500	00	8,500	00
					8,500	00

ORDER NISI

LIBER 98 PAGE 300 In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

Irvin H. Mezger,

Attorney named in Mortgage

VERSUS

The Right Company, Inc.

No. 11,629 Equity.

ORDERED, This 27th day of August, 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 29th 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 29th day of September, next.

George J. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 1st day of October, 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 OCT -1 PM 12:58

Order Nisi

No. 11,629 Equity
IRVING H. MEZGER, Attorney Named in Mortgage
Vs.
THE RIGHT COMPANY, INC.

Ordered, this 27th day of August, 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 29th 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 29th day of September next.

GEORGE T. CROMWELL, Clerk.

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

S-13

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 26, 1956

We hereby certify, that the annexed

Order Nisi Eq. 11,629
Auditor Account.
"The Right Co"

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 29th day of September, 1956. The first insertion being made the 30th day of August, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M.G. 6289 1956 SEP 26 PM 2:47 By H. Tilghman

LIBER 98 PAGE 301

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY (In Equity)
THE RIGHT COMPANY, INC.	:	No. 11,730 Equity

Mr. Clerk:

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

1. Original Mortgage from the said The Right Company, Inc., to Baltimore Federal Savings and Loan Association, dated September 6th, 1955 and recorded among the Land Records of Anne Arundel County in Liber B.T.C. No. 961 folio 597.

Walter S. Calwell
Walter S. Calwell
Attorney Named in Mortgage

FILED
1956 APR 30 AM 12:57

819

City and County Form.

LIBER 98 PAGE 302

LIBER 961 PAGE 597

No. 11,730 Equity

This Mortgage,

Made this 6th day of September, in the year one thousand, nine hundred and fifty-five, between THE RIGHT COMPANY, INC., a body corporate of ..., 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 SEVENTY-FOUR THOUSAND FIVE HUNDRED AND 00/100ths ($74,500.00) Dollars, receipt of which is hereby acknowledged by the Mortgagor, 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 Four (4%) per cent per annum in the manner following:

Interest for 6 months and 24 days to be paid on April 1, 1956.

By the payment of Five Hundred Fifty-one and 08/100ths ($551.08) Dollars, commencing on the first day of April, 19 56, and continuing on the first day of each month thereafter 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 those lot(s) of ground situate and lying in Anne Arundel County, in said State, and described as follows:

BEING known and designated as Lots Nos. 42, 43, 52, 53, 54, 55, 61, 70, 71 and 72 as shown on Plat 1 of Riviera Isle, Third Election District, Anne Arundel County, prepared by J. R. McCrone, Jr., Inc., dated May 1955 and recorded on June 22, 1955, Plat No. 1325.

BEING a portion of the property described in a Deed dated July 21, 1955 and recorded among the Land Records of Anne Arundel County in Liber JHH 948, folio 453 which was granted and conveyed by RIVIERA ISLE, INC., to the within named Mortgagor..

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1956 APR 30 AM 12:57

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 178 of the Laws of Maryland passed at the January Session of the General Assembly in the year 1955 or any supplement, amendment, or addition 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 rest and residue of the term of [illegible] 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.

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, in an amount not less than one monthly installment of principal, provided that six month's advance interest may 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.....$500.00..... Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, 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). corporate seal of THE RIGHT COMPANY, INC., and the signature of Edward R. Horwitz its- - - President.

WITNESS:

THE RIGHT COMPANY, INC. (SEAL)

BY: Edward R. Horwitz (SEAL)
Edward R. Horwitz, - - President.

(SEAL)

(SEAL)

EDMUND M. WARD

LIBER 98 PAGE 305

LIBER 961 PAGE 600

STATE OF MARYLAND, ~~CITY~~ COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 6th day of September, 19 55, before me, the subscriber, a Notary Public, of the State of Maryland in and for the ~~city~~ county aforesaid, personally appeared Edward R. Horwitz - - - - - - the - - - President of THE RIGHT COMPANY, INC., a body corporate acknowledged the aforegoing mortgage to be its corporate 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.

EDMUND M. JARD Notary Public

Sept. 7, 19 1:40 P.

Callahan & Calwell

MORTGAGE

FROM

THE RIGHT COMPANY, INC.

TO

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

BLOCK NO.

Received for Record 7 SEPT 1955 at 1:40 o'clock P. M. Same day recorded in Liber GTC No. 961 Folio 592 etc., one of the Land Records of BACo and examined per GEORGE T. CROMWELL, Clerk

Cost of Record, $ 9.00 PD

CALLAHAN AND CALWELL
ATTORNEYS AT LAW
BALTIMORE FEDERAL BUILDING
FAYETTE AND ST. PAUL STREETS
BALTIMORE 2, MD.

FORM 105 - 5-88

Application No. 38373

Written by pet

Approved by [signature] Examiner

Ready for Record [signature]

LIBER 98 PAGE 306

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

THE RIGHT COMPANY, INC.

IN THE

ANNE ARUNDEL COUNTY

Circuit Court for ~~Baltimore County~~

IN EQUITY.

No. 11,730

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from the said The Right Company, Inc.,

to Baltimore Federal Savings and Loan Association

dated the 6th day of September, 19 55, and recorded among the Land Records of ~~Baltimore~~ Anne Arundel County in Liber B.T.C. No. 961 Folio 597

Amount of Mortgage	$74,500.00
Less - amount paid on principal	- - - -
Plus - interest to 5/21/56	2,110.92
	76,610.92
Less - credit in M.L.P. account	37,399.05
	39,211.87

CITY

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

I HEREBY CERTIFY, that on this 18th day of May in the year nineteen hundred and fifty-six, before me, the subscriber a Notary Public of 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

~~mentioned~~ 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

1956 MAY 19 AM 10:18

6

Mortgagee and Attorney's Bond. 1-369

LIBER 98 PAGE 307

209932

No. 11,730 Equity

227 ST PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N Y

Know All Men by These Presents:

That we Walter S. Calwell - Baltimore Federal Building, Baltimore, Maryland,

as Principal

and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of

FORTY THOUSAND AND 00/100 ($40,000.00) 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 18th -

day of May - - - - - - - - in the year nineteen hundred and fifty-six.

Whereas, the above bounden Walter S. Calwell - Attorney

by virtue of the power contained in a Mortgage from The Right Company, Inc., to the Baltimore Federal Savings and Loan Association,

bearing date the 6th day of September nineteen hundred and fifty-five,

and recorded among the Land Records of Anne Arundel County, in Liber B.T.C.

No. 961, Folio 597, and is about to sell - Lots 42-43-52-53-54

55-61-70-71-72 - Plat 1 Riviera Isle Anne Arundel County, Maryland

~~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

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

Signed, Sealed and Delivered
in the presence of

Clara M. Link

Attest:

V. N. Mercier
Assistant Secretary V. N. Mercier

As to Surety:

M.S. Kraus
M.S. Kraus

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By C. Lee Burgess
Vice-President C. Lee Burgess

FILED
1956 MAY 19 AM 10:18

Approved this 17 May, 1956.
George T. Cromwell, Clerk.

LIBER 98 PAGE 308

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
THE RIGHT COMPANY, INC.	:	(In Equity)
	:	No. 11,730

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated September 6th, 1955 and recorded among the Land Records of Anne Arundel County in Liber B.T.C. No. 961 folio 597 from said The Right Company, Inc., to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "Evening Capital" and "Maryland Gazette" newspapers published in Anne Arundel County, for more than three successive weeks preceding the day of sale, Walter S.Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 21st day of May, 1956 at three o'clock P.M. (E.D.T.) attend on the premises and then and there sold the fee simple properties situate, lying and being in Anne Arundel County being known as Lots Nos. 42, 43, 52, 53, 54, 55, 61, 70, 71 and 72 on Plat 1 of Riviera Isle, prepared by J.E. McCrone, Jr., Inc., dated May 1955, and recorded among the Land Records of Anne Arundel County on June 22, 1955, Plat No. 1325, 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 Four Thousand ($4000.00) Dollars was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Senitary and District liens, if any, be adjusted to day of sale.

FILED
1956 JUN 13 AM 10:43

The properties were sold to The Bedford Holding Company, in fee simple, at and for the sum of Thirty-six Thousand ($36,000.00) 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 12th day of June, 1956 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

CLARA M. LINK NOTARY PUBLIC BALTIMORE CITY

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

Attorney's Sale

OF 10 VALUABLE FEE SIMPLE PROPERTIES SUBSTANTIALLY COMPLETED

Under and by virtue of the power and authority contained in a Mortgage from The Right Company, Inc., to Baltimore Federal Savings and Loan Association, dated September 6th, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 961 folio 597 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Monday, May 21, 1956 Commencing at 3 O'clock P. M. (E.D.T.)

All those ten fee simple lots of ground situate in the Third Election District of Anne Arundel County on Fort Smallwood and Elizabeth Ronde, in a Development known as Riviera Isle, on Rock Creek near Riviera Beach, and described as follows:—

Being known and designated as Lots Nos. 42, 43, 52, 53, 54, 55, 61, 70, 71, and 72 as shown on Plat 1 of Riviera Isle, prepared by J. R. McCrone, Jr., Inc., dated May 1955 and recorded on June 22, 1955, Plat No. 1325.

Each lot approximately 100 feet front by 150 feet or more, the first two lots situate on Fort Smallwood Road and the balance on Elizabeth Road, all substantially completed and improved by a 1½ story brick and frame, ranch type house, containing 5 rooms, 1 bath, radiant glass-wall heat.

Subject to any restrictive covenants and Utility Agreements, of records affecting the property.

TERMS OF SALE—The above properties will first be offered as an entirety, and the bid reserved, then offered separately and sold in the manner producing the greatest amount. If sold as an entirety, a cash deposit of $4000 will be required of the purchaser at the time and place of sale, and if sold separately a cash deposit of $500 will be required of the purchaser at the time and place of sale; balance of the purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to day of 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., Inc., Auctioneer.
m-17

LIBER 98 PAGE 310

ORDER NISI

WALTER S. CALWELL, ATTORNEY
Named in Mortgage

versus

THE RIGHT COMPANY, INC.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,730 Equity

Ordered, this 13th day of June, 1956, That the sale of the property in these proceedings mentioned made and reported by Walter S. Calwell, Attorney Named In Mortgage ~~Trustee~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 23rd 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 23rd day of July next.

The report states that the amount of sales ~~is~~ was $36,000.00

filed 13 June 1956 · 10.45 AM George T. Cromwell Clerk.

True Copy.

TEST: Clerk.

(Final Order)

WALTER S. CALWELL, ATTORNEY
Named in Mortgage

versus

THE RIGHT COMPANY, INC.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 24th day of July, 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 JUL 24 PM 3:33

LIBER 98 PAGE 311 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. 11,730 EQUITY
WALTER S. CALWELL,
Attorney Named in Mortgage,
versus
THE RIGHT COMPANY, INC.

Ordered, this 13th day of June, 1956, 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 23rd 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 23rd day of July next.

The report states that the amount of sales was $36,000.00.

GEORGE T. CROMWELL, Clerk,
True Copy, TEST:
GEORGE T. CROMWELL, Clerk.
jy-12

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 18, 1956

We hereby certify, that the annexed Order Nisi Sale Eq. 11,730 The Right Co. $36,000.00

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 23rd day of July, 1956. The first insertion being made the 21st day of June, 1956

THE CAPITAL-GAZETTE PRESS, INC.

By [illegible]

FILED

No. M.G. 1956 JUL 24 AM 11:46

LIBER 98 PAGE 312

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
vs.
The Right Company, Inc.

In the

Circuit Court

For

Anne Arundel County

No.11,730 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.

August 27, 1956

All of which is respectfully submitted.

Laura R. Jinkling
Auditor

FILED
1956 AUG 29 PM 12:31

Dr. in ac.

Walter S. Calwell, Attorney named in Mortgage vs. The Right Company, Inc.

To Attorney for Fee, viz:	500	00		
To Attorney for Commissions, viz:	1,007	68	1,507	68
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	18	00	56	00
To Attorney for Court costs, viz:				
Capital-Gazette Press - advertising sale	47	53		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Baltimore Sun - advertising sale	16	35		
New Amsterdan Casualty Co. - bond premium	160	00		
E. T. Newell & Co. - auctioneer's fee	50	00		
One-half Federal documentary stamps	19	80		
One-half State documentary stamps	19	80		
Clara M. Link - notary fees	1	25	328	73
To Attorney for Taxes, viz: 1956 State and County taxes adjusted- 4 months 21 days	39	36	39	36
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	34,452	24	34,452	24
			36,384	01
Amount of mortgage claim filed	39,211	87		
Cr. Amount allowed above	34,452	24		
Balance subject to decree in personam	4,759	63		

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

1956							
May	21	Proceeds of Sale	36,000	00			
		Interest on deferred payment to 7/25/56 - 2 months 4 days	384	01		36,384	01
					36,384	01	

ORDER NISI LIBER 98 PAGE 315

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

The Right Company, Inc.

Filed: 29 Aug 1956

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,730 Equity.

ORDERED, This 29th day of August, 19 56, That the Report and Account of the Auditor, filed this day in the above entitled cause,

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

George J. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 5th day of October, 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 OCT -5 PM 3:54

LIBER 98 PAGE 316

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,730 Equity
WALTER S. CALWELL, Attorney Named in Mortgage
Vs.
THE EIGHT COMPANY

Ordered, this 29th day of August, 1956, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 4th day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 4th day of October next.

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

FILED
No. M.G. 1956 OCT -3 AM 10: 02

OFFICE OF
Maryland Gazette

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 3, 1956

We hereby certify, that the annexed Order Nisi Eq. 11,730 Auditor account The Right Company 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 4th day of October, 1956. The first insertion being made the 6th day of September, 1956.

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

LIBER 98 PAGE 317

Irving H. Mezger, Attorney named in Mortgage	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	*	
Reid I. Howard and Mary L. Howard, his wife.	*	Equity No. 11,457

* * * * * * * * * *

Mr. Clerk:

Please file the attached mortgage and docket suit in the above entitled cause, and oblige.

Irving H. Mezger
Attorney named in Mortgage

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

Filed 19 Aug., 1955.

ees

No. 11,457 Equity

THIS MORTGAGE, Made this 27th day of July , in the year one thousand nine hundred and fifty-four, between Reid I. Howard and Mary L. Howard, his wife, - - - - - - - - - - - - , of the County of Anne Arundel , in the State of Maryland, Mortgagors, and the ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said mortgagors, being members of said body corporate, have received therefrom an advance of Six Thousand ($6,000.00) - Dollars; being part of the purchase price of the hereinafter described property; the due execution of this mortgage having been a condition precedent to the granting of said advance.

AND WHEREAS, said mortgagors have agreed to repay the said sum so advanced with interest at the rate of six per centum (6%) per annum from the date hereof, in monthly installments of Sixty-Seven Dollars ($67.00) - - - - - - - - - - - - - commencing on the first day of September,1954, and on the first day of each month thereafter, to be applied first to the payment of the interest then due and the balance to be applied on account of the said indebtedness until the whole of said principal sum shall be paid.

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

BEGINNING for the same at a point in the center line of an existing private road, known as, Howards Road, leading from the Marley Neck County Road past the property of the Grantors, said point being in the beginning point of the description contained in a Deed dated May 26th, 1919, whereby the property was conveyed by Elijah (hereinbefore erroneously called Elizabeth) Howard and Sarah J. Howard, his wife, to Irving L. Howard and Sarah T. Howard, his wife, said Deed being recorded among the Land Records of Anne Arundel County, Maryland, in Liber W.N.W. No. 5, folio 425; and running thence from said point of beginning and along the center line of said Howards Road, South Twenty-two (22) degrees East One Hundred Twenty-five (125) feet to a point; thence leaving said Road North Sixty-eight (68) degrees East Fifteen (15) feet to a stake set on the Easterly side of said Road; thence continuing on the same course North Sixty-eight (68) degrees East Three hundred Thirty-three and Forty-eight one hundredths (333.48) feet to a point; thence North Twenty-two (22) degrees West One Hundred Twenty-five (125) feet to intersect the Fourth line of the above mentioned description; thence along said Fourth line South Sixty-eight (68) degrees West Three hundred thirty-three and Forty eight one hundredths (333.48) feet to a stake set on the said Easterly side of Howard Road; thence along the same course South Sixty-eight (68) degrees West Fifteen (15) feet to the place of beginning. As shown by Plat thereof filed with Deed dated April 22nd, 1947 of Irving L. Howard and Sarah T. Howard, his wife, to the said mortgagors, Containing One (1) acre of land more or less, exclusive of

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

Filed 19 Aug., 1955.

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the area in the roadway.

BEING the same lot of ground which by deed dated April 22nd, 1947, and recorded among the Land Records of Anne Arundel County, In Liber J.H.H. No. 406 folio 251, was granted and conveyed by Irving L. Howard and Sarah T. Howard, his wife, to the said mortgagors.

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

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

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

AND the said mortgagors, for themselves, their heirs, personal representatives and assigns covenant with the said mortgagee, as follows: (1) To keep the buildings on the premises insured against loss by fire, windstorm, and other hazards for the benefit of the mortgagee, its successors or assigns, in some company acceptable to the mortgagee, its successors or assigns, to the extent of its lien thereon and to deliver the policy and all renewal receipts to the mortgagee, its successors or assigns; and in case of failure of the mortgagors, their heirs, personal representatives, and assigns, so to do, the mortgagee its suc-

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cessors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (2) To pay monthly

on or before the first - - - - - - - - - - - - - - - - day of each and every month the sum of Nine Dollars - for the payment of all taxes, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. Should such payments be insufficient the mortgagee, its successors or assigns, are hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per centum (6%) per annum from the date of said payment, and the said mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (3) Not to remove or demolish any buildings now on the premises, nor to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition or repair, the mortgagee, its successors or assigns, may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the mortgagee, its successors or assigns, may without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (4) That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a Receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (5) That should the title to the here mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary grant or assignment, or in any other manner without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (6) That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (7) That upon the institution of either bankruptcy or receivership proceedings, voluntary or involuntary, against the said mortgagor (or either of them) this mortgage will immediately mature, and failure to pay the mortgage debt in full within ten days thereafter will entitle the mortgagee to foreclose this mortgage without notice; (8) that after any default and the institution of foreclosure proceedings or the insertion of an advertisement for the sale of the hereby mortgaged premises, the mortgagee shall not be required to accept payment of any arrearage, or the balance of the mortgage debt only, but also shall be entitled to demand and be paid all costs, expenses, etc., incurred in such proceeding, including the counsel fee set forth herein, and one-half of the amount of the commission that the Trustee or Attorney would have received had the sale been made at a price equal to the balance of the mortgage indebtedness at the time of default; (9) That in any proceedings in which the said mortgagee, because it is the holder of this mortgage, is caused to file an answer or defeund itself through no fault of its own a reasonable fee shall be paid the attorney for the mortgagee, and if not paid by the mortgagor, may be charged against the mortgage account.

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

AND the said mortgagors, hereby assent to the passage of a decree for the sale of said property (the sale to take place after default in any of the covenants or conditions of this mortgage, as herein provided), and the said mortgagors hereby also authorize the said mortgagee, its successors or assigns, or Irving H. Mezger, their duly constituted Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property and any such sale, whether under the above assent to a decree or under the above power of

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COUNSELLORS AT LAW
BALTIMORE 1, MD.

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sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland or under any other General or Local Laws of the State of Maryland relating to mortgages, or any supplement, amendment or additions thereto. And upon any sale of said property, whether under the above assent to a decree or under the above powers of sale, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of Fifty ($50.00) Dollars to the attorney conducting the foreclosure and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; (2) to the payment of all claims of the said mortgagee, its successors or assigns, under this mortgage, whether the same shall have matured or not; and (3) the surplus (if any there be) to the said mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

WHENEVER used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

WITNESS the hands and seals of the said mortgagors.

Witness:

Jane E. Bruce

Reid I. Howard (SEAL)

Reid I. Howard

Mary L. Howard (SEAL)

Mary L. Howard

_____ (SEAL)

_____ (SEAL)

LIBER 851 PAGE 69

STATE OF MARYLAND, City OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 27th day of July ,1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Reid I. Howard and Mary L. Howard, his wife, - -

known to me (or satisfactorily proved) to be the persons whose names are subscribed to the within mortgage, and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared John P. Helmer, - - - - - - President of the within named corporation, Mortgagee, personally known to me, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Jane E. Bruce

Jane E. Bruce Notary Public

My Commission Expires May 2nd, 1955.

Recorded: July 30, 1954 at 9 A.M.

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

LIBER 98 PAGE 322

M O R T G A G E

From:

Reid I. Howard and Mary L. Howard, his wife,

To:

Arundel Federal Savings and Loan Association of Baltimore City

THIRD ELECTION DISTRICT
ANNE ARUNDEL COUNTY

Received for Record 30 Day of July 1954 at 2 M. and the same day recorded in Liber J. H. H., No. 851 Fol. 65, Land Records of Anne Arundel County.

JOHN H. HOPKINS, 3rd Clerk

$4.50

MEZGER AND MEZGER
ATTORNEYS AND COUNSELLORS AT LAW
PARK AVENUE BUILDING (4TH FLOOR)
PARK AVENUE AND SARATOGA STREET
BALTIMORE 1, MARYLAND

FILED

STATEMENT OF MORTGAGE CLAIM

LIBER 98 PAGE 323

Irving H. Mezger, Attorney

named in Mortgage

vs.

Reid I. Howard and Mary L. Howard, his wife.

IN THE

CIRCUIT COURT

—OF—

~~BALTIMORE COUNTY~~

ANNE ARUNDEL COUNTY

Equity No. 11,457

STATEMENT OF MORTGAGE DEBT

Original amount of Mortgage	$ 6,000.00
Less - Credit Expense account	69.41
Net Balance	5,930.59
Plus accumulated interest to October 31st, 1955 (with interest thereafter at rate of 6% per annum)	171.63
Total amount of mortgage indebtedness	$ 6,102.22

Arundel Federal Savings and Loan Association of Baltimore City

By: Henry C. Bourke Jr.
Henry C. Bourke, Jr., Treasurer

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 17th day of October in the year nineteen hundred and fif ty-five, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Henry C. Bourke, Jr., Treasurer of the Arundel Federal Savings and Loan Association of Baltimore City

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

As witness my hand and Notarial Seal,

E. Jane Businek *Notary Public.*

Filed: 18 Oct. 1955

My Commission Expires 5/6/57.

LIBER 98 PAGE 324

Milit: Affidavit under Soldiers' and Sa: s' Civil Relief Act of 1940 and Amendment thereto of October 6, 1942

Irving H. Mezger, Attorney

named in Mortgage

vs.

Reid I. Howard and Mary L. Howard,

his wife,

IN THE

Circuit Court

OF

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

Equity No. 11,457

~~Docket~~ .....

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared John P. Helmer, President of the Arundel Federal Savings and Loan Association of Baltimore City and made oath in due form of law that he (she) knows the defendant herein, and that to the best of his (her) information, knowledge and belief

(1) said defendant is not in the military service of the United States,

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

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

(4) said defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for military service.

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

By: John P. Helmer

John P. Helmer *Affiant.*
President

Subscribed and sworn to before me this 17th day of October 19 55.

E. Jane Rusinek

E. Jane Rusinek *Notary Public*

Filed: 18 Oct. 1955

No. 11,457 Equity

Jud. 14042. LIBER 98 PAGE 325

MORTGAGEE OR ATTORNEYS' BOND No.

Know all Men by these Presents:

THAT WE Irving H. Mezger

of 200 W. Saratoga Street, Baltimore 1, Maryland

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Six Thousand One Hundred and 00/100 - - - - - - - - - - - - - ($6,100.00) - *Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this* 17th *day of* October *in the year of our Lord nineteen hundred and* fifty-five.

WHEREAS, the above bounden Irving H. Mezger *by virtue of a power contained in mortgage from* Reid I. Howard and Mary L. Howard, his wife

to Arundel Federal Savings & Loan Association

dated July 27, 1954 *and recorded in Liber* JHH *No.* 851 *folio* 65 *etc., one of the Land Record Books of* Anne Arundel County, Maryland *is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said* Irving H. Mezger *is about to execute the power vested in him in said mortgage;*

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

Signed, sealed and delivered in the presence of

Elaine E. Seeger
Elaine E. Seeger

Irving H. Mezger [SEAL]
Irving H. Mezger

[SEAL]

MARYLAND CASUALTY COMPANY

By Joseph F. Howell
Joseph F. Howell, Attorney-in-fact

ATTEST:

Dorothy J. Kammerer
Dorothy J. Kammerer

Bond approved 18 Oct. 1955
George J. Cromwell, Clerk

Filed: 18 Oct. 1955

STATE OF MARYLAND, Baltimore , sct: LIBER 98 PAGE 326

KNOW ALL MEN BY THESE PRESENTS: That **MARYLAND CASUALTY COMPANY**, a corporation of the State of Maryland, does hereby constitute and appoint Vandervoort Rand, Joseph F. Howell, Ralph C. Holliday and Roberta H. Taylor, each with full power to act alone, its Attorneys-in-Fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in any court in the State of Maryland, and it does hereby declare that all such bonds signed and executed by any one of the aforesaid Attorneys-in-Fact shall be binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said **MARYLAND CASUALTY COMPANY** duly affixed by its Vice-President and attested by its Assistant Secretary, this 30th day of January, 1951.

MARYLAND CASUALTY COMPANY

Attest: D. W. VAUTHIER
Assistant Secretary

By: HARRY C. MICHAEL
Vice-President

I HEREBY CERTIFY that the above is a correct and true copy of the original Power of Attorney and that the same is on this 17th day of October 1955 in full force and effect.

MARYLAND CASUALTY COMPANY

D. W. Vauthier

D. W. Vauthier, Assistant Secretary

Irving H. Mezger, Attorney named in Mortgage	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY Equity No. 11,457
vs.	*	
Reid I. Howard and Mary L. Howard, his wife.	*	

* * * * * * * * *

PETITION

The Petition of the Arundel Federal Savings and Loan Association of Baltimore City, and H. Allen Mezger, its Attorney, respectfully shows:

1. That the Arundel Federal Savings and Loan Association of Baltimore City is the holder of a mortgage from Reid I. Howard and Mary L. Howard, his wife, to it dated July 27th, 1954, and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 851, folio 65.

2. That Irving H. Mezger was named as Attorney in said mortgage to make sale of the premises described therein, should default occur under the terms of said mortgage.

3. That default did occur under the terms of said mortgage and foreclosure proceedings thereunder were instituted in this Honorable Court by Irving H. Mezger, the Attorney named in said Mortgage on the 19th day of August 1955.

4. That the p emises described in the aforegoing mortgage have been advertised for sale and the date of sale has been set for the 8th day of June, 1956.

5. That Irving H. Mezger, Attorney as aforesaid, suffered a heart attack on May 19th, 1956, and according to the advises of physicians, said Attorney will be confined to the hospital for an indefinite period of time and, therefore, it will be impossible that he continue to perform his duties as such Attorney.

WHEREFORE your Petitioners respectfully pray that this Honorable Court appoint and substitute H. Allen Mezger as Attorney in place and stead of the said Irving H. Mezger, with all the powers, duties, and obligations imposed upon the Attorney named in said Mortgage, whether provided for under the terms of said mortgage or by operation of law.

Test:

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

E. Jane Rusinek

FILED 1956 MAY 22 AM 11:45

By: John P. Helmer, President

Betty Lou Vogt

H. Allen Mezger

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

Irving H. Mezger, Attorney named in Mortgage	*	IN THE CIRCUIT COURT
vs.	*	FOR
Reid I. Howard and Mary L. Howard, his wife.	*	ANNE ARUNDEL COUNTY
	*	Equity No. 11,457

* * * * * * * * *

ORDER OF COURT

Upon the aforegoing Petition, it is this 22d day of May, 1956, ordered and decreed by the Circuit Court for Anne Arundel County, in Equity, that H. Allen Mezger be and he is hereby appointed substitute attorney in the place and stead of Irving H. Mezger, Attorney named in Mortgage referred to in the aforegoing Petition, with all the powers, duties and obligations incident to such appointment as substitute attorney.

Benjamin Michaelson

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

FILED
1956 MAY 22 PM 3:50

//

LIBER 98 PAGE 329

Milita Affidavit under Soldiers and S? rs' Civil Relief Act
of 1940 and Amendment thereto of October 6, 1942

Irving H. Mezger, Attorney

named in Mortgage

vs.

Reid I. Howard and Mary L.

Howard, his wife.

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

Equity No. 11,457
~~Docket~~ ..... ~~Folio~~ .....

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared John P. Helmer, President of the Arundel Federal Savings and Loan Association of Baltimore City and made oath in due form of law that he (she) knows the defendant herein, and that to the best of his (her) information, knowledge and belief

(1) said defendant is not in the military service of the United States,

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

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

(4) said defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for military service.

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

By: John P. Helmer
John P. Helmer, *Affiant.*
President

Subscribed and sworn to before me this 4th day of June 19 56

E. Jane Rusinek
E. Jane Rusinek, *Notary Public*

My Commission Expires May 6th, 1957.

FILED
1956 JUN -5 AM 9:15

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STATEMENT OF MORTGAGE CLAIM LIBER 98 PAGE 330

Irving H. Mezger, Attorney

named in Mortgage

vs.

Reid I. Howard and Mary L. Howard, his wife.

IN THE

CIRCUIT COURT

— OF —

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

Equity No. 11,457

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage		$6,000.00
Less - Total amount paid on account of Principal	$396.86	
Less - Credit Expense Account	159.41	556.27
Net Balance		5,443.73
Plus accumulated interest to June 30th, 1956 (with interest thereafter at rate of 6% per annum)		56.18
Total amount of Mortgage Indebtedness		$5,499.91

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY.

By: Henry C. Bourke, Jr.
Henry C. Bourke, Jr., Treasurer

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 4th day of June in the year nineteen hundred and fifty-six, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Henry C. Bourke, Jr., Treasurer of the Arundel Federal Savings and Loan Association of Baltimore City

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

FILED
1956 JUN -5 AM 9:15

As witness my hand and Notarial Seal.

E. Jane Rusznek

E. Jane Rusznek, *Notary Public.*

My Commission Expires May 6th, 1957.

LIBER 98 PAGE 331

Jud. 14042.

MORTGAGEE OR ATTORNEYS' BOND

No. 90-312475-T

No. 11,457 Equity

Know all Men by these Presents:

THAT WE H. Allen Mayer

of 300 N. Carrollton Street, Baltimore 1, Maryland

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of 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, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this* 4th *day of* June

in the year of our Lord nineteen hundred and fifty-six

WHEREAS, the above bounden H. Allen Mayer

(Order of Circuit Court of Anne Arundel County passed May 22, 1956 and

by virtue of a power contained in mortgage from Reid T. Howard and Mary T. Howard, his wife

to Arundel Federal Savings & Loan Association

dated July 27, 1951 *and recorded in Liber* [illegible]

No. [illegible] *folio* 45 *etc., one of the Land Record Books of* Anne Arundel

County *is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said* H. Allen Mayer

as aforesaid and *is about to execute the power vested in him/in said mortgage;*

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

Signed, sealed and delivered in the presence of

Elaine E. Seeger
Elaine E. Seeger

H. Allen Mayer [SEAL]

[SEAL]

MARYLAND CASUALTY COMPANY

By Joseph F. Howell, Attorney in Fact

ATTEST:

D.V. Hammerer

Approved this 5th June 1956
George J. Cromwell, Clerk

FILED
1956 JUN -5 AM 9:15

14

STATE OF MARYLAND, Baltimo ty, sct: LIBER 98 PAGE 332

KNOW ALL MEN BY THESE PRESENTS: That **MARYLAND CASUALTY COMPANY**, a corporation of the State of Maryland, does hereby constitute and appoint Vandervoort Rand, Joseph F. Howell, Ralph C. Holliday and Roberta H. Taylor, each with full power to act alone, its Attorneys-in-Fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in any court in the State of Maryland, and it does hereby declare that all such bonds signed and executed by any one of the aforesaid Attorneys-in-Fact shall be binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said **MARYLAND CASUALTY COMPANY** duly affixed by its Vice-President and attested by its Assistant Secretary, this 30th day of January, 1951.

MARYLAND CASUALTY COMPANY

Attest: D. W. VAUTHIER
Assistant Secretary

By: HARRY C. MICHAEL
Vice-President

I HEREBY CERTIFY that the above is a correct and true copy of the original Power of Attorney and that the same is on this.....day of.....19..... in full force and effect.

MARYLAND CASUALTY COMPANY

.....

D. W. Vauthier, Assistant Secretary.

Jud. 14042.
Additional
MORTGAGEE OR ATTORNEYS' BOND.

LIBER 98 PAGE 333

No. 11,457 Equity

Know all Men by these Presents:

THAT WE H. Allen Mezger

of 200 W. Saratoga Street, Baltimore 1, Maryland

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of One Thousand Seven Hundred and 00/100 ($ 1,700.00) . . . . . Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 4th day of June in the year of our Lord nineteen hundred and fifty-six.

WHEREAS, the above bounden H. Allen Mezger, Substitute Attorney Named in Mortgage Order of Circuit Court of Anne Arundel County passed May 22, 1956 and by virtue of a power contained in mortgage from Reid I. Howard and Mary L. Howard, his wife

to Arundel Federal Savings & Loan Association

dated July 27, 1954 and recorded in Liber JHH No. 851 folio 65 etc., one of the Land Record Books of Anne Arundel County is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said H. Allen Mezger is about to execute the power vested in him as aforesaid and in said mortgage;

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

Signed, sealed and delivered in the presence of

H. Allen Mezger [SEAL]

[SEAL]

Elaine E. Seeger
Elaine E. Seeger

MARYLAND CASUALTY COMPANY

By Ralph C. Colliday
Attorney-in-fact

ATTEST:
L. Pill

FILED
1956 JUN 14 AM 11:37

Approved this 14 June, 1956
George T. Cromwell, Clerk

STATE OF MARYLAND, Baltimo ity, sct: LIBER 98 PAGE 334

KNOW ALL MEN BY THESE PRESENTS: That **MARYLAND CASUALTY COMPANY**, a corporation of the State of Maryland, does hereby constitute and appoint Vandervoort Rand, Joseph F. Howell, Ralph C. Holliday and Roberta H. Taylor, each with full power to act alone, its Attorneys-in-Fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in any court in the State of Maryland, and it does hereby declare that all such bonds signed and executed by any one of the aforesaid Attorneys-in-Fact shall be binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said **MARYLAND CASUALTY COMPANY** duly affixed by its Vice-President and attested by its Assistant Secretary, this 30th day of January, 1951.

MARYLAND CASUALTY COMPANY

Attest: D. W. VAUTHIER
Assistant Secretary

By: HARRY C. MICHAEL
Vice-President

I HEREBY CERTIFY that the above is a correct and true copy of the original Power of Attorney and that the same is on this 4th day of June 19 56 in full force and effect.

MARYLAND CASUALTY COMPANY

D. W. Vauthier

D. W. Vauthier, Assistant Secretary

Irving H. Mezger, Attorney named in Mortgage	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY Equity No. 11,457
vs.	*	
Reid I. Howard and Mary L. Howard, his wife.	*	

* * * * * * * * * *

CERTIFICATION

We hereby certify, that on the 8th day of --June, 1956, we sold at public auction for the highest price obtainable to Herbert Kaufman, Inc., ----------the property described as follows:

ALL THAT LOT OF GROUND situate and lying in the Third Election District, Anne Arundel County, State of Maryland, and described as follows: BEGINNING for the same at a point in the center line of an existing private road, known as, Howards Road, leading from the Marley Neck County Road past the property of the Grantors, said point being in the beginning point of the description contained in a Deed dated May 26th, 1919, whereby the property was conveyed by Elijah (hereinbefore erroneously called Elizabeth) Howard and Sarah J. Howard, his wife, to Irving L. Howard, and Sarah T. Howard, his wife, said Deed being recorded among the Land Records of Anne Arundel County, Maryland, in Liber W.N.W. No. 5, folio 425; and running thence from said point of beginning and along the center line of said Howards Road, South Twenty-two (22) degrees East One Hundred Twenty-five (125) feet to a point; thence leaving said Road North Sixty-eight (68) degrees East fifteen (15) feet to a stake set on the Easterly side of said road; thence continuing on the same course North Sixty-eight (68) degrees East Three Hundred Thirty-three and Forty-eight one hundredths (333.48) feet to a point; thence North Twenty-two (22) degrees West One Hundred Twenty-five (125) feet to intersect the Fourth line of the above mentioned description; thence along said Fourth line South Sixty-eight (68) degrees West Three hundred thirty-three and Forty eight one-hundredths (333.48) feet to a stake set on the said Easterly side of Howard Road; thence along the same course South Sixty-eight (68) degrees West Fifteen (15) feet to the place of beginning. As shown by Plat thereof filed with Deed dated April 22nd, 1947, of Irving L. Howard and Sarah T. Howard, his wife, to the said mortgagors, Containine One (1) acre of land more or less, exclusive of the area in the roadway.

At and for the price of Seventy-Three Hundred ($7300.00) Dollars.

In Testimony Whereof, the said body corporate has affixed its corporate seal hereto and has caused these presents to be signed by John M. Miller, Jr., its Vice-President.

E. T. Newell & Co., Inc., Auctioneers

By: John M. Miller, Jr.
John M. Miller, Jr., Vice-President

We hereby certify that we purchased the above described property at and for the price of Seventy-Three Hundred ($7300.00) Dollars.

Herbert Kaufman, Inc.
By David A. Lipnick
David A. Lipnick

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

FILED
1956 JUN 14 AM 11:37

18

Irving H. Mezger, Attorney named in Mortgage	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY Equity No. 11,457
vs.	*	
Reid I. Howard and Mary L. Howard, his wife.	*	

* * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of H. Allen Mezger, Substituted Attorney, of the mortgage from Reid I. Howard and Mary L. Howard, his wife, to the Arundel Federal Savings and Loan Association of Baltimore City, filed in these proceedings, respectfully shows:

That under the power and authority granted in said mortgage to make sale of the fee simple property therein described, default having occurred under said mortgage, after giving bond with security for the faithful discharge of his duties and having given at least twenty (20) days' notice of the time, place, manner and terms of the sale by advertisement inserted in the "Maryland Gazette," a newspaper published in Anne Arundel County, Maryland, said H. Allen Mezger, Substituted Attorney, did, pursuant of said notice, on Friday, June 8th, 1956 at 3:00 o'clock p.m. attend on the premises and then and there sold at public auction, all that lot of ground located in the Third Election District, Anne Arundel County, Maryland, and more particularly described in said mortgage, together with the improvements thereon, in fee simple, to Herbert Kaufman, Inc., who was then and there the highest bidder at and for the sum of Seventy-Three Hundred ($7300.00) Dollars, a deposit of Six Hundred ($600.00) Dollars, having been made at the time of sale, the balance of the purchase price with interest at the rate of six per cent (6%) per annum to be paid upon ratification of said sale and all expenses to be adjusted to date of sale.

H. Allen Mezger, Substituted Attorney

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 13th day of June, in the year 1956, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City aforesaid, personally appeared H. Allen Mezger, Substituted Attorney, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true and correct and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

FILED

1956 JUN 14 AM 11:37

My Commission Expires May 6th, 1957.

G. Norman Meddinger Notary Public

EZGER & MEZGER
ATTORNEYS AND
UNSELLORS AT LAW
BALTIMORE 1, MD.

LIBER 98 PAGE 337

ORDER NISI

Irving H. Mezger,
Attorney named in Mortgage

versus

Reid I. Howard and
Mary L. Howard, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,457 Equity

Ordered, this 14 day of June, 1956, That the sale of the Property in these Proceedings mentioned, made and reported by H. Allen Mezger, Substituted Attorney, ~~Trustees,~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 23 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 23 day of July next.

The report states that the amount of sale ~~to be~~ was $ 7,300.00.

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

Filed 14 June, 1956, at 11:37 a.m.

(Final Order)

Irving H. Mezger,
Attorney named in Mortgage

versus

Reid I. Howard and
Mary L. Howard, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 2d day of August, 1956, that the sale made and reported by the ~~Trustee~~ Substituted 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~~ Substituted Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

FILED
1956 AUG -2 PM 4:59

LIBER 98 PAGE 338

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
NO. 11,457 EQUITY

IRVING H. MEZGER,
Attorney Named In Mortgage,
versus
REID I. HOWARD and
MARY L. HOWARD, his wife.

Ordered, this 14th day of June, 1956, That the sale of the Property in these Proceedings mentioned, made and reported by H. Allen Mezger, Substituted Attorney, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 23rd 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 23rd day of July next.

The report states that the amount of sale was $7,300.00.

GEORGE T. CROMWELL, Clerk.

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

jy-12

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 24, 1956

We hereby certify, that the annexed

Order Nisi Sale
Eq. 11,457
Reid I. Howard

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 23rd day of July, 1956. The first insertion being made the 21st day of June, 19---.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1956 AUG -1 PM 2:39

No. M.G. 6-5-656 By H. Tilghman

LIBER 98 PAGE 339

In the Case of

Irving H. Mezger,
Attorney named in Mortgage

VS.

Reid I. Howard
and
Mary L. Howard, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,457 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.

August 24, 1956

All of which is respectfully submitted.

Laura K. Jackling
Auditor.

FILED
1956 AUG 30 PM 3:03

Dr.

Irving H. Mezger, Attorney named in Mortgage vs. Reid I. Howard in ac.
and Mary L. Howard, his wife

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	251	24	301	24
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	34	50		
Auditor - stating this account	18	00	62	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	52	52		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Baltimore Sun - advertising sale	10	40		
Maryland Casualty Co. - bond premiums	29	20		
E. T. Newell & Co. - auctioneer's fee	100	00		
Insurance Co. of N.A. -insurance premium	36	00		
One-half Federal documentary stamps	4	13		
One-half State documentary stamps	4	12		
Betty Lou Voigt - notary fee		50		
G. Norman Meddinger - notary fee		50	251	37
To Attorney for Taxes, viz: 1956 State and County taxes adjusted - 5 months 8 days	28	95	28	95
To Arundel Federal Savings & Loan Ass'n of Baltimore City - in full for mortgage claim filed	5,499	91	5,499	91
To Clyde B. Didlake, second mortgagee - in full for mortgage claim (Order of 8/13/56): Balance due on principal $965.00; Interest to 6/8/56 40.93	1,005	93	1,005	93
To Reid I. Howard and Mary L. Howard, his wife, mortgagors - this balance	260	92	260	92
			7,410	82

with H. Allen Mezger, Substituted Attorney

				Cr.
1956				
June	8	Proceeds of Sale	7,300 00	
		Interest on deferred payment of $6,700.00 to 8/16/56	74 82	7,374 82
		Refund 1 yr. fire insurance premium	36 00	36 00
				7,410 82

LIBER 98 PAGE 342

ORDER NISI

Irving H. Mezger,

Attorney named in Mortgage

VERSUS

Reid I. Howard

and

Mary L. Howard, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,457 Equity.

ORDERED, This 30th day of August, 1956, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 8th day of ~~September~~ 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 8th day of ~~September~~ October next.

George J. Cromwell, Clerk.

Filed 30 Aug., 1956, at 3:03 P.M.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 9th day of October, 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 OCT -9 AM 11:12

LIBER 98 PAGE 343

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. 11,457 Equity

IRVING H. MEZGER, Attorney Named in Mortgage

Vs.

REID I. HOWARD and MARY L. HOWARD, his wife.

Ordered, this 30th day of August, 1956, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 8th day of 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 8th day of October next.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

R-20

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 3, 1956

We hereby certify, that the annexed

Order Nisi Eq. 11,457

Auditor account

Reid I. Howard

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 8th day of October, 1956. The first insertion being made the 6th day of September, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By D. Tilghman

FILED

No. M.G. 5715 1956 OCT -4 AM 10:02

LIBER 98 PAGE 344

H. Allen Mezger, Assignee,	*	IN THE CIRCUIT COURT
vs.	*	FOR
John James Feeley and Thelma	*	ANNE ARUNDEL COUNTY
Frances Feeley, his wife	*	Equity No. 11,767

* * * * * * *

Mr. Clerk:

Please file the attached mortgage and docket suit in the above entitled cause, and oblige.

H. Allen Mezger, Assignee

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

FILED
1956 JUN -5 AM 9:08

No Stamps Required

THIS MORTGAGE, Made this 23rd day of August - - -, in the year one thousand nine hundred and fifty-five, between JOHN JAMES FEELEY and THELMA FRANCES FEELEY, his wife - - - - -, of the County of Anne Arundel-, in the State of Maryland, Mortgagors, and the ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said mortgagors, being members of said body corporate, have received therefrom an advance of Sixty-Three Hundred ($6300.00) - Dollars; being part of the purchase price of the hereinafter described property; the due execution of this mortgage having been a condition precedent to the granting of said advance.

AND WHEREAS, said mortgagors have agreed to repay the said sum so advanced with interest at the rate of six per centum (6%) per annum from the date hereof, in monthly installments of Fifty-Three ($53.00) Dollars - - - - - - - - - - - - commencing on the tenth - - - day of October, 1955 and on the tenth - - - - - day of each month thereafter, to be applied first to the payment of the interest then due and the balance to be applied on account of the said indebtedness until the whole of said principal sum shall be paid.

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

do grant, convey and assign unto the said mortgagee, its successors and assigns, all those parts ~~[illegible]~~ of lots of ground situate in the Third Election District, Anne Arundel County, Maryland - - - - - - - - - - - -

- - - - - - - - - - - - - - - - - - - -, and described as follows:

BEGINNING for the same at an iron pipe set on the Southeast side of Forest Drive as shown on a Plat of Shoreacres recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod V, Plat 7, said pipe being located at the bend on Forest Drive in front of Lot No. One Hundred Eighty-One (181), and running from thence and with the Southeast side of Forest Drive North Seventy-Six (76) degrees Thirty-Seven (37) minutes East One Hundred Seventeen and Seventy-Eight One-Hundredths (117.78) feet to a pipe and North Forty-Seven (47) degrees Fifty-Nine (59) minutes East Thirteen and Three One-Hundredths (13.03) feet to a pipe; thence leaving said drive and running through Lot No. One Hundred Eighty (180) South Forty-One (41) degrees Twenty-One (21) minutes East One Hundred (100) feet to a pipe; thence crossing Lots Nos. One Hundred Eighty (180) and One Hundred Eighty-One (181) and into Lot No. One Hundred Eighty-Two (182), South Sixty-One (61) degrees Thirty-Five (35) minutes West One Hundred Ninety-One (191) feet more or less to a pipe; thence North Forty-One (41) degrees Twenty-One (21) minutes West One Hundred (100) feet to a pipe set on the Southeast side of Forest Drive; thence with the same North Thirty-Seven (37) degrees Fifty-Two (52) minutes East Sixty-Nine and Nineteen One-Hundredths (69.19) feet to the place of beginning. Being part of Lots Nos. One Hundred Eighty (180), One Hundred Eighty-One (181) and One Hundred Eighty-Two (182) as shown on the above mentioned plat of Shoreacres and as surveyed by J. R. McCrone, Jr., Registered Professional Engineer and Land

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

FILED
1956 JUN -5 AM 9:08

Surveyor in November 1949.

BEING the same lots of ground which by deed of even date and recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County, were granted and conveyed by Paul C. Logue, Jr. and Caroline Virginia Logue, his wife, to the said mortgagors.

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

TO HAVE AND TO HOLD the said lots of ground and premises unto the said mortgagee, its successors and assigns, in fee simple, subject to restrictions of record.

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

AND the said mortgagors, for themselves, their heirs, personal representatives and assigns covenant with the said mortgagee, as follows: (1) To keep the buildings on the premises insured against loss by fire, windstorm, and other hazards for the benefit of the mortgagee, its succeessors or assigns, in some company acceptable to the mortgagee, its successors or assigns, to the extent of its lien thereon and to deliver the policy and all renewal receipts to the mortgagee, its successors or assigns; and in case of failure of the mortgagors, their heirs, personal representatives, and assigns, so to do, the mortgagee its suc-

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

cessors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (2) To pay monthly

on or before the tenth - - - - - - - - - - - - - - - - - day of each and every month the sum of Seven ($7.00) Dollars - for the payment of all taxes, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. Should such payments be insufficient the mortgagee, its successors or assigns, are hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per centum (6%) per annum from the date of said payment, and the said mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (3) Not to remove or demolish any buildings now on the premises, nor to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition or repair, the mortgagee, its successors or assigns, may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the mortgagee, its successors or assigns, may without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (4) That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a Receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (5) That should the title to the here mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary grant or assignment, or in any other manner without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written oonsent, then the whole of said principal sum shall immediately become due and owing as herein provided; (6) That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (7) That upon the institution of either bankruptcy or reoeivership proceedings, voluntary or involuntary, against the said mortgagor (or either of them) this mortgage will immediately mature, and failure to pay the mortgage debt in full within ten days thereafter will entitle the mortgagee to foreclose this mortgage without notice; (8) that after any default and the institution of foreclosure proceedings or the insertion of an advertisement for the sale of the hereby mortgaged premises, the mortgagee shall not be required to accept payment of any arrearage, or the balance of the mortgage debt only, but also shall be entitled to demand and be paid all costs, expenses, etc., incurred in such proceeding, including the counsel fee set forth herein, and one-half of the amount of the commission that the Trustee or Attorney would have received had the sale been made at a price equal to the balance of the mortgage indebtedness at the time of default; (9) That in any proceedings in which the said mortgagee, because it is the holder of this mortgage, is caused to file an answer or defeund itself through no fault of its own a reasonable fee shall be paid the attorney for the mortgagee, and if not paid by the mortgagor, may be charged against the mortgage account.

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

AND the said mortgagors, hereby assent to the passage of a decree for the sale of said property (the sale to take place after default in any of the covenants or conditions of this mortgage, as herein provided), and the said mortgagors hereby also authorize the said mortgagee, its successors or assigns, or Irving H. Mezger, their duly constituted Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property and any such sale, whether under the above assent to a decree or under the above power of

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland or under any other General or Local Laws of the State of Maryland relating to mortgages, or any supplement, amendment or additions thereto. And upon any sale of said property, whether under the above assent to a decree or under the above powers of sale, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of Fifty ($50.00) Dollars to the attorney conducting the foreclosure and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; (2) to the payment of all claims of the said mortgagee, its successors or assigns, under this mortgage, whether the same shall have matured or not; and (3) the surplus (if any there be) to the said mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

WHENEVER used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

WITNESS the hands and seals of the said mortgagors.

Witness:

Betty Lou Vogt

John James Feeley (SEAL)
John James Feeley

Thelma Frances Feeley (SEAL)
Thelma Frances Feeley

(SEAL)

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 23rd day of August - -,1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared John James Feeley and Thelma Frances Feeley, his wife -

known to me (or satisfactorily proved) to be the persons whose name s are subscribed to the within mortgage, and they aoknowledged the aforegoing mortgage to be their act. At the same time also appeared John P. Helmer - - - - - - - President of the within named corporation, Mortgagee, personally known to me, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Betty Lou Vogt
Betty Lou Vogt Notary Public

BETTY LOU VOGT NOTARY PUBLIC BALTIMORE CITY, MD.

My Commission Expires May 6th, 1957.

Recorded: August 26, 1955 at 12.05 P.M.

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

LIBER 98 PAGE 349 BALTIMORE, MARYLAND

FOR VALUE RECEIVED, the Arundel Federal Savings and Loan Association of Baltimore City hereby assigns the within mortgage unto H. Allen Mezger, Assignee, for the purposes of foreclosure.

IN TESTIMONY WHEREOF, the said body corporate has caused these presents to be signed by John P. Helmer, its President, and it s corporate seal hereto affixed, this 29th day of May, 1956.

Witness:

E. Jane Rusinek

E. Jane Rusinek

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

By: John P. Helmer

John P. Helmer President

55-337

56-247

MORTGAGE

From:

John James Feeley
and
Thelma Frances Feeley,
his wife

To:

Arundel Federal Savings
and Loan Association of
Baltimore City

THIRD ELECTION DISTRICT
ANNE ARUNDEL COUNTY

Received for Record 26 Day of AUG 1957, at 12 05 P M and the same day recorded in Liber G.T.C. No. 959 Fol. 64 Records of Anne Arundel County
GEORGE T. CROMWELL, Clerk

PD
7.50

MEZGER AND MEZGER
ATTORNEYS AND COUNSELLORS AT LAW
PARK AVENUE BUILDING (4TH FLOOR)
PARK AVENUE AND SARATOGA STREET
BALTIMORE 1, MARYLAND

FILED

Return to
Mezger & Mezger
Atty's at Law

LIBER 98 PAGE 350

Milit y Affidavit under Soldiers' and ' lors' Civil Relief Act of 1940 and Amendment thereto of October 6, 1942

H. Allen Mezger, Assignee,

vs.

John James Feeley and Thelma Frances Feeley, his wife.

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

Equity No. 11,767
~~Docket~~ ..... ~~Folio~~ .....

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared John P. Helmer, President of the Arundel Federal Savings and Loan Association of Baltimore City and made oath in due form of law that he (she) knows the defendant herein, and that to the best of his (her) information, knowledge and belief

(1) said defendant is not in the military service of the United States,

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

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

(4) said defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for military service.

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

By: John P. Helmer
John P. Helmer, ~~Affiant~~, President

Subscribed and sworn to before me

this 29th day of June 19 56.

E. Jane Rusinek
E. Jane Rusinek *Notary Public*

My Commission Expires May 6th, 1957.

FILED

1956 JUL -3 AM 9:56

STATEMENT OF MORTGAGE CLAIM LIBER 98 PAGE 351

H. Allen Mezger, Assignee

vs.

John James Feeley and Thelma

Frances Feeley, his wife

IN THE

CIRCUIT COURT

— OF —

ANNE ARUNDEL COUNTY

Equity No. 11,767

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage		$ 6,300.00
Amount due on account of Principal	$92.63	
Less - Credit Expense Account	41.00	51.63
Net Balance		$ 6,351.63
Plus accumulated interest to July 31st, 1956 (with interest thereafter at rate of 6% per annum)		64.09
Total amount of Mortgage Indebtedness		$ 6,415.72

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

By: Henry C. Bourke, Jr.
Henry C. Bourke, Jr., Treasurer

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 29th day of June in the year nineteen hundred and fifty-six, before me, a Notary Public, of the State of Maryland, in and for said City of Baltimore, personally appeared Henry C. Bourke, Jr., Treasurer of the Arundel Federal Savings and Loan Association of Baltimore City

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

FILED
1956 JUL -3 AM 9:56

As witness my hand and Notarial Seal

E. Jane Rusinek

E. Jane Rusinek, *Notary Public.*

My Commission Expires May 6th, 1957.

Jud. 14042.

LIBER 98 PAGE 352

MORTGAGEE OR ATTORNEYS' BOND

No. 90-312790-J

Know all Men by these Presents:

THAT WE H. Allen Mezger

of 200 W. Saratoga Street, Baltimore 1, Maryland

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Six Thousand Five Hundred and 00/100 ($ 6,500.00) . . . . . *Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this* 2nd *day of* July *in the year of our Lord nineteen hundred and* fifty-six.

WHEREAS, the above bounden H. Allen Mezger, Assignee *by virtue of a power contained in mortgage from* John James Feeley and Thelma Frances Feeley, his wife *to* Arundel Federal Savings & Loan Association *dated* August 23, 1955 *and recorded in Liber* GTC *No.* 959 *folio* 64 *etc., one of the Land Record Books of* Anne Arundel County *is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said* H. Allen Mezger *is about to execute the power vested in him in said mortgage;*

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

Signed, sealed and delivered in the presence of

H. Allen Mezger [SEAL]

[SEAL]

Elaine E. Seeger

Elaine E. Seeger

MARYLAND CASUALTY COMPANY

By Joseph F. Howell

Joseph F. Howell, Attorney-in-fact

ATTEST:

L. Pill

L. Pill

Approved this 3 July, 1956
George J. Cromwell, Clerk.

FILED

1956 JUL -3 AM 9:56

STATE OF MARYLAND, Baltimore , sct:

KNOW ALL MEN BY THESE PRESENTS: That **MARYLAND CASUALTY COMPANY**, a corporation of the State of Maryland, does hereby constitute and appoint Vandervoort Rand, Joseph F. Howell, Ralph C. Holliday and Roberta H. Taylor, each with full power to act alone, its Attorneys-in-Fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in any court in the State of Maryland, and it does hereby declare that all such bonds signed and executed by any one of the aforesaid Attorneys-in-Fact shall be binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said **MARYLAND CASUALTY COMPANY** duly affixed by its Vice-President and attested by its Assistant Secretary, this 30th day of January, 1951.

MARYLAND CASUALTY COMPANY

By: HARRY C. MICHAEL
Vice-President

Attest: D. W. VAUTHIER
Assistant Secretary

I HEREBY CERTIFY that the above is a correct and true copy of the original Power of Attorney, and that the same is on this 2nd day of July 19 56 in full force and effect.

MARYLAND CASUALTY COMPANY

D. W. Vauthier

D. W. Vauthier, Assistant Secretary.

H. Allen Mezger, Assignee	*	IN THE CIRCUIT COURT
vs.	*	FOR
John James Feeley and Thelma	*	ANNE ARUNDEL COUNTY
Frances Feeley, his wife.	*	Equity No. 11,767

* * * * * * *

CERTIFICATION

We hereby certify, that on the 6th day of July, 1956, we sold at public auction for the highest price obtainable to the Arundel Federal Savings & Loan Association of Balto. City - the property described as follows:

> ALL THOSE PART OF LOTS OF GROUND situate in the Third Election District, Anne Arundel County, Maryland, and described as follows: BEGINNING for the same at an iron pipe set on the Southeast side of Forest Drive as shown on a Plat of Shoreacres recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod V, Plat 7, said pipe being located at the bend on Forest Drive in front of Lot No. One Hundred Eighty-One (181), and running from thence and with the Southeast side of Forest Drive North Seventy-Six (76) degrees Thirty-Seven (37) minutes East One Hundred Seventeen and Seventy-Eight One-Hundredths (117.78) feet to a pipe and North Forty-Seven (47) degrees Fifty-Nine (59) minutes East Thirteen and Three One-Hundredths (13.03) feet to a pipe; thence leaving said drive and running through Lot No. One Hundred Eighty (180) South Forty-One (41) degrees Twenty-One (21) minutes East One Hundred (100) feet to a pipe; thence crossing Lots Nos. One Hundred Eighty (180) and One Hundred Eighty-One (181) and into Lot No. One Hundred Eighty-Two (182), South Sixty-One (61) degrees Thirty-Five (35) minutes West One Hundred Ninety-One (191) feet more or less to a pipe; thence North Forty-One (41) degrees Twenty-One (21) minutes West One Hundred (100) feet to a pipe set on the Southeast side of Forest Drive; thence with the same North Thirty-Seven (37) degrees Fifty-Two (52) minutes East Sixty-Nine and Nineteen One-Hundredths (69.19) feet to the place of beginning. Being part of Lots Nos. One Hundred Eighty (180), One Hundred Eighty-One (181) and One Hundred Eighty-Two (182) as shown on the above mentioned plat of Shoreacres and as surveyed by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in November, 1949,

at and for the price of Forty-Five Hundred ($4500.00) Dollars.

IN TESTIMONY WHEREOF, the said body corporate has affixed its corporate seal hereto and has caused these presents to be signed by John M. Miller, Jr., its Vice-President.

E. T. Newell & Co., Inc., Auctioneers

By: John M. Miller, Jr.
John M. Miller, Jr., Vice-President

I/We hereby certify that I/we purchased the above described property at and for the price of Forty-Five Hundred ($4500.00) Dollars.

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

By: John P. Helmer
John P. Helmer, President

FILED

1956 JUL 11 AM 11:32

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

H. Allen Mezger, Assignee	*	IN THE CIRCUIT COURT
vs.	*	FOR
John James Feeley and Thelma	*	ANNE ARUNDEL COUNTY
Frances Feeley, his wife	*	Equity No. 11,767

* * * * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of H. Allen Mezger, Assignee, of the mortgage from John James Feeley and Thelma Frances Feeley, his wife, to the Arundel Federal Savings and Loan Association of Baltimore City, filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a mortgage from John James Feeley and Thelma Frances Feeley, his wife, to Arundel Federal Savings and Loan Association of Baltimore City dated August 23rd, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 959, folio 64, which mortgage was then duly assigned on June 1st, 1956, to the undersigned Assignee for the purpose of foreclosure, to make sale of the property therein described in case of default and default having occurred thereunder, after giving bond with security for the faithful discharge of his duties and having given at least twenty (20) days' notice of the time, place, manner and terms of the sale by advertisement inserted in the "Maryland Gazette," a newspaper published in Anne Arundel County, Maryland, said H. Allen Mezger, Assignee, did, pursuant of said notice, on Friday, July 6th, 1956, at 3:00 o'clock p.m. attend on the premises and then and there sold at public auction, all that lot of ground located in the Third Election District, Anne Arundel County, Maryland, and more particularly described in said mortgage, together with the improvements thereon, in fee simple, to the Arundel Federal Savings and Loan Association of Baltimore City, who was then and there the highest bidder at and for the sum of Forty-Five Hundred ($4500.00) Dollars the entire amount of the purchase price to be paid upon ratification of said sale and all expenses to be adjusted to date of sale.

H. Allen Mezger, Assignee

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 9th day of July, 1956, before me, the subscriber, a Notary Public of the State of Maryland in and for the City aforesaid, personally appeared H. Allen Mezger, Assignee, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true and correct and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Betty Lou Vogt Notary Public

My Commission Expires 5/6/57.

FILED
1956 JUL 11 PM 1
MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

LIBER 98 PAGE 356

ORDER NISI

H. ALLEN MEZGER, Assignee

versus

JOHN ~~JAMES~~ FEELEY and
THELMA FRANCES FEELEY, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,767 Equity

Ordered, this 11th day of July, 19 56, That the sale of the property in these proceedings mentioned made and reported by H. ALLEN MEZGER, Assignee, ~~Trustees~~,

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

The report states that the amount of sale ~~was~~ was $ 4,500.00

George J. Cromwell, Clerk.

True Copy,

Filed: July 11, 1956 at 11:33 A.M.

TEST: Clerk.

(Final Order)

H. ALLEN MEZGER, Assignee

versus

JOHN JAMES FEELEY and
THELMA FRANCES FEELEY, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

July Term, 19 56

ORDERED BY THE COURT, This 7/25 day of August, 19 56, that the sale made and reported by the ~~Trustee~~ Assignee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

LIBER 98 PAGE 357

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,767 Equity
H. ALLEN MEZGER, Assignee
Vs.
JOHN JAMES FEELEY and THELMA FRANCIS FEELEY, his wife.

Ordered, this 11th day of July, 1956, That the sale of the property in these proceedings mentioned made and reported by H. ALLEN MEZGER, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 20th day of August next.

The report states that the amount of sale was $4,500.00.

GEORGE T. CROMWELL, Clerk.

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

a-9

FILED

No. M.G. 1956 AUG 13 PM 3:47

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 12, 1956

We hereby certify, that the annexed

Order Nisi

Eq. 11,767

John James Feeley

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 12th day of August, 1956. The first insertion being made the 19th day of July, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By

LIBER 98 PAGE 358

In the Case of

F. Allen Uezzer,
Assignee
vs.
John James Feeley
and
Thelma Frances Feeley, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,767 Equity

To the Honorable, the Judges of said Court:

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

August 27, 1956

All of which is respectfully submitted.

Laura K. Dicklung
Auditor.

FILED
1956 AUG 30 PM 3:23

Dr. in ac.

H. Allen Mezger, Assignee, vs. John James Feeley and Thelma Frances Feeley, his wife

To Assignee for Fee, viz:	50	00		
To Assignee for Commissions, viz:	165	00	215	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	57	52		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Baltimore Sun - advertising sale	10	40		
Maryland Casualty Co. - bond premium	26	00		
E. T. Newell & Co. - auctioneer's fee	25	00		
Clerk of Court - recording assignment	1	00		
One-half Federal documentary stamps	2	48		
One-half State documentary stamps	2	47		
Betty Lou Vogt - notary fee		50	139	37
To Assignee for Taxes, viz: 1956 State and County taxes ($40.86) adjusted - 188 days	21	04	21	04
To Arundel Federal Savings & Loan Ass'n of Baltimore City, mortgagee - this balance on account mortgage claim	4,073	09	4,073	09
			4,500	00
Amount of mortgage claim filed	6,415	72		
Cr. Amount allowed above	4,073	09		
Balance subject to decree in personam	2,342	63		

LIBER 98 PAGE 360

with

M. Allen Mezger, Assignee

Cr.

1956				
July	6	Proceeds of Sale	4,500 00	4,500 00
				4,500 00

LIBER 98 PAGE 361

ORDER NISI

H. Allen Hezger,
Assignee

VERSUS

John James Feeley
and
Thelma Frances Feeley, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 11,767 Equity.

ORDERED, This 30th day of August, 19 56, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 8th day of ~~September~~ 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 8th day of ~~September~~ October next.

George J. Cromwell, Clerk.

Filed 30 Aug., 1956, at 3h 23 P. M.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 9th day of October, 19..., that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge.

FILED

1956 OCT -9 AM 11:11

LIBER 98 PAGE 362

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. 11,767 Equity
H. ALLEN MEZGER, Assignee,
Vs.
JOHN JAMES FEELEY and THELMA FRANCES FEELEY, his wife.

Ordered, this 30th day of August, 1956, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 8th day of 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 8th day of October next.

GEORGE T. CROMWELL, Clerk.

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

8-29

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 3, 1956

We hereby certify, that the annexed

Order Nisi Eq. 11,767
Auditor Account

John James Feeley

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 8th day of October, 1956. The first insertion being made the 6th day of September, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M.G. 5716 1956 OCT -4 AM 10:02

LIBER 98 PAGE 363

IN THE MATTER OF THE MORTGAGED REAL ESTATE : No. 11,788 Equity
OF WAYNE T. HARTMAN AND : In the Circuit Court
ADELAIDE M. HARTMAN, HIS WIFE : for Anne Arundel County

Mr. Clerk,

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

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

FILED
1956 JUN 26 AM 9:15

LIBER 98 PAGE 364
LIBER 856 PAGE 146

L-1 ?? 1
11,788
Equity

PURCHASE MONEY

This Mortgage, made this 19th day of August, in the year one thousand nine hundred and fifty-four, between Wayne T. Hartman and Adelaide M. Hartman, his wife of Anne Arundel Co., in the State of Maryland, hereinafter called Mortgagors, and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND, a body corporate, duly incorporated, hereinafter called Mortgagee.

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

FOUR THOUSAND FIVE HUNDRED DOLLARS - ($4,500.00)

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

By the payment of FORTY FIVE DOLLARS - - - - - - - - - - - - - - - - - - ($45.00) Dollars plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments for which the property hereinafter described may be legally liable on or befor the 19th day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

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

And the said Mortgagors shall have the right to pay all or any additional part of the principal on any monthly installment payment date and interest shall abate on any amounts so paid on the principal.

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

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

KNOWN AND DESIGNATED as Lots Nos. 62 and 63, Section 12, as shown on the Plat of Chelsea Beach, which plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod M, Plat 4.

BEING the same property conveyed to the within-named Mortgagors by Herbert H. Carter and Frances C. Carter, his wife, by deed of even date herewith intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS:

Pauline M. Bozman
Pauline M. Bozman

Wayne T. Hartman (SEAL)
Wayne T. Hartman

(SEAL)
Adelaide M. Hartman

Adelaide M Hartman (SEAL)

LIBER 98 PAGE 367

State of Maryland, ~~Anne Arundel~~ SOMERSET County, to wit:

LIBER 856 PAGE 149

I HEREBY CERTIFY, that on this 19th day of August, in the year one thousand, nine hundred and fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and or said County, personally appeared Wayne T. Hartman and Adelaide M. Hartman, his wife, the above named Mortgagors satisfactorily proven to be the persons whose names are subscribed to the within Mortgage, and acknowledged that they executed the same for the purposes therein contained, and also they acknowledged the foregoing Mortgage to be their act. At the same time also appeared ROBERT C. WARD, President of said Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Pauline M. Bozman
Notary Public
~~Norwood A. Wieneke~~
Pauline M. Bozman

My commission expires 5/2/55

Recorded: August 20, 1954 at 12.30 P.M.

(2)

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

PURCHASE MONEY
MORTGAGE
FROM
WAYNE T. HARTMAN AND
ADELAIDE M. HARTMAN, HIS WIFE
TO
UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

Received for record 20 Aug 19 54 at 12.30 o'clock P. M.
Same day recorded in Liber J.H.H. No. 853 folio 146 &c. one of the Land Records of Anne Arundel County and examined per JOHN H HOPKINS, Clerk.
Cost of Record $ 24.50

LIBER 98 PAGE 368

L. 2077

11,788 Equity

LIBER 892 PAGE 80

This Mortgage,

made this 29TH day of December ,

in the year one thousand nine hundred and fifty-four , between Wayne T. Hartman and

Adelaide M. Hartman, his wife of Anne Arundel Co., in the

State of Maryland, hereinafter called Mortgagors , and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND, a body corporate, duly incorporated, hereinafter called Mortgagee.

WHEREAS the said Mortgagee has this day loaned to the said Mortgagor s the sum of

FOUR THOUSAND DOLLARS - ($4,000.00).

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

By the payment of FORTY FIVE DOLLARS - - - - - - - - - - - - - - - - - - ($45.00) Dollars plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments for which the property hereinafter described may be legally liable on or before the 29th day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

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

And the said Mortgagors shall have the right to pay all or any additional part of the principal on any monthly installment payment date and interest shall abate on any amount so paid on the principal.

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

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

KNOWN AND DESIGNATED as Lots Nos. 16, 17, 18 and 19, Section 57, as shown on the Plat of Green Haven recorded among the Plat Records of Anne Arundel County in Plat Cabinet 2, Rod D-9, Folio 346.

BEING the same property conveyed to the within-named Mortgagors by Grace Christian, Widow, by deed dated August 13, 1954 and recorded among the Land Records of Anne Arundel County in Liber JHH 856, Folio 350.

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

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

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

LIBER 98 PAGE 370

LIBER 892 PAGE 82

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witness the hand s and seals of the said Mortgagor s .

WITNESS:

Norwood A. Wieneke
NORWOOD A. WIENEKE

Wayne T. Hartman (SEAL)
Wayne T. Hartman

Adelaide M. Hartman (SEAL)
Adelaide M. Hartman

(SEAL)

LIBER 98 PAGE 371
LIBER 892 PAGE 83

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 29TH day of December in the year one thousand, nine hundred and fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Wayne T. Hartman and Adelaide M. Hartman, his wife, the above named Mortgagors satisfactorily proven to be the persons whose names are subscribed to the within Mortgage, and acknowledged that they executed the same for the purposes therein contained, and also they acknowledged the foregoing Mortgage to be their act. At the same time also appeared ROBERT C. WARD, President of said Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Norwood A. Wieneke
NOTARY PUBLIC
NORWOOD A. WIENEKE

My Commission expires 1/1/55

Recorded: Dec. 30, 1954 at 1 P.M.

L-207

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

MORTGAGE

FROM

WAYNE T. HARTMAN AND

ADELAIDE M. HARTMAN, HIS WIFE

TO

UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

Received for record Dec. 30 1954 at 1 o'clock P. M.
Same day recorded in Liber J. H. H. No. 892 folio 80 &c. one of the Land Records of Anne Arundel County and examined per Clerk.
Cost of Record $ Paid

LIBER 93 PAGE 372
LIBER 905 PAGE 398

L. 2164
11.788
Equity

This Mortgage, made this 24th day of February ,

in the year one thousand nine hundred and fifty-five , between Wayne T. Hartman

and Adelaide M. Hartman, his wife of Anne Arundel Co., in the

State of Maryland, hereinafter called Mortgagors, and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND, a body corporate, duly incorporated, hereinafter called Mortgagee.

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

FIVE THOUSAND DOLLARS - ($5,000.00)

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

By the payment of FORTH THREE DOLLARS - - - - - - - - - - - - - - - - - ($43.00) Dollars plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments for which the property hereinafter described may be legally liable on or before the 24th day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

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

And the said Mortgagors shall have the right to pay all or any additional part of the principal on any monthly installment payment date and interest shall abate on any amount so paid on the principal.

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

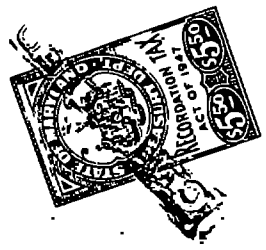
NOW, THEREFORE THIS MORTGAGE WITNESSETH, that in consideration of the premises and of one dollar, the said mortgagors do grant, convey and assign unto said Mortgagee, its successors and assigns, all that

lot of ground situate and lying in

Third Election District, Anne Arundel County, State of Maryland and described as follows:

KNOWN AND DESIGNATED as Lot No. 211, as shown on Plat No. 5 of Chelsea Beach, recorded among the Plat Records of Anne Arundel County in Plat Book 23, Page 35, formerly recorded in Plat Cabinet 4, Rod G-4, Plat 11.

BEING the same property conveyed to the within-named Mortgagors by Chesapeake Land Corporation by deed dated June 30, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 843, Folio 562.



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS:

Norwood A. Wieneke
NORWOOD A. WIENEKE

Wayne T. Hartman (SEAL)
Wayne T. Hartman

Adelaide M. Hartman (SEAL)
Adelaide M. Hartman

(SEAL)

LIBER 98 PAGE 375

LIBER 905 PAGE 401

State of Maryland, Anne Arundel County, to wit:

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

AS WITNESS my hand and Notarial Seal.

Norwood A. Wieneke

NOTARY PUBLIC

NORWOOD A. WIENEKE

My Commission expires 5/2/55

Recorded: Feb. 25, 1955 at 11.45 A.M.

#2164 & 1901
#2165 & 2077

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

MORTGAGE

FROM

WAYNE T. HARTMAN AND

ADELAIDE M. HARTMAN, HIS WIFE

TO

UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

Received for record 25 Feb. 1955 at 11.45 A.M.

Same day recorded in Liber 905 folio 395 &c. one of the Land Records of Anne Arundel County and examined per

JOHN H. HOPKINS, 3rd Clerk.

Cost of Record $

LIBER 98 PAGE 376

L - 2165

LIBER 906 PAGE 568

11,786
Equity

This Mortgage,

made this 24TH day of February ,

in the year one thousand nine hundred and fifty-five , between Wayne T. Hartman and

Adelaide M. Hartman, his wife of Anne Arundel Co., in the

State of Maryland, hereinafter called Mortgagors , and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND, a body corporate, duly incorporated, hereinafter called Mortgagee.

WHEREAS the said Mortgagee has this day loaned to the said Mortgagor s the sum of

SIX THOUSAND DOLLARS - ($6,000.00)

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

By the payment of FIFTY ONE DOLLARS - - - - - - - - - - - - - - - - - ($51.00) Dollars plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments for which the property hereinafter described may be legally liable on or before the 24th day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

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

And the said Mortgagors shall have the right to pay all or any additional part of the principal on any monthly installment payment date and interest shall abate on any amount so paid on the principal.

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

NOW, THEREFORE THIS MORTGAGE WITNESSETH, that in consideration of the premises and of one dollar, the said mortgagor s do grant, convey and assign unto said Mortgagee, its successors and assigns, all those

lot s of ground situate and lying in

Third Election District, Anne Arundel County, State of Maryland and described as follows:

(1) KNOWN AND DESIGNATED as Lot No. 75 as shown on Plat No. 4 of Chelsea Beach recorded among the Plat Records of Anne Arundel County in Plat Book 20, Folio 40, formerly recorded in Plat Cabinet 3, Rod F-3, Plat 6.
BEING a part of the property conveyed to the within-named Mortgagors by Chesapeake Land Corporation by deed of even date herewith intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

(2) KNOWN AND DESIGNATED as Lot No. 211, as shown on Plat No. 5 of Chelsea Beach, recorded among the Plat Records of Anne Arundel County in Plat Book 23, Page 35, formerly recorded in Plat Cabinet 4, Rod G-4, Plat 11.
BEING the same property conveyed to the within-named Mortgagors by Chesapeake Land Corporation by deed dated June 30, 1954 and recorded among the Land Records of Anne Arundel County in Liber JHH 843, Folio 562, subject, however, to a first mortgage in the sum of $5,000.00, in favor of The United Federal Savings and Loan Assn. of Glen Burnie of even date herewith intended to be recorded herewith.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS:

Norwood A. Wieneke

NORWOOD A. WIENEKE

Wayne T. Hartman (SEAL)
Wayne T. Hartman

Adelaide M. Hartman (SEAL)
Adelaide M. Hartman

(SEAL)

LIBER 98 PAGE 379
LIBER 906 PAGE 571

State of Maryland, Anne Arundel County, to wit:

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

AS WITNESS my hand and Notarial Seal

Norwood A. Wieneke
NOTARY PUBLIC
NORWOOD A. WIENEKE

My Commission expires 5/1/55

Recorded- 2nd March, 1955, at 10:35 A.M.

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

MORTGAGE

FROM

WAYNE T. HARTMAN AND

ADELAIDE M. HARTMAN, HIS WIFE

TO

UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

Received for record 2 MAR 19 55 at 10:35 o'clock A M.
Same day recorded in Liber JHH No. 906 folio 568 &c. one of the Land Records of Anne Arundel County and examined per JOHN M. HOPKINS, 3rd Clerk.
Cost of Record $ 5.00

LIBER 98 PAGE 380

LIBER 922 PAGE 110

1-2288

11,788

Equity

SECOND

This Mortgage,

made this 27th day of April

in the year one thousand nine hundred and fifty-five , between Wayne T. Hartman

and Adelaide M. Hartman, his wife, of Anne Arundel Co. in the

State of Maryland, hereinafter called Mortgagor(s), and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND, a body corporate, duly incorporated, hereinafter called Mortgagee.

WHEREAS the said Mortgagee has this day loaned to the said Mortgagor(s) the sum of

ONE THOUSAND FIVE HUNDRED DOLLARS - - - - - - - - - - - - - - - - - - - ($1,500.00)

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

By the payment of FIFTEEN DOLLARS - - - - - - - - - - - - - - - - - - - ($15.00) Dollars plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments for which the property hereinafter described may be legally liable on or before the 27th day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

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

And the said Mortgagor(s) shall have the right to pay all or any additional part of the principal on any monthly installment payment date and interest shall abate on any amount so paid on the principal.

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

NOW, THEREFORE THIS MORTGAGE WITNESSETH, that in consideration of the premises and of one dollar, the said mortgagor(s) do grant, convey and assign unto said Mortgagee, its successors and assigns, all that

lot(s) of ground situate and lying in

Third Election District, Anne Arundel County, State of Maryland and described as follows:

KNOWN AND DESIGNATED as Lot No. 211, as shown on Plat No. 5 of Chelsea Beach, recorded among the Plat Records of Anne Arundel County in Plat Book 23, Folio 35, formerly Plat Cabinet 4, Rod G-4, Plat 11.

BEING the same property conveyed to the within-named Mortgagors by Chesapeake Land Corporation by deed dated June 30, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 843, Folio 562.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Third, the balance if any, to the said Mortgagor(s), his, her or their heirs, personal representatives or assigns.

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

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

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

WITNESS:

Pauline M. Bozman

Pauline M. Bozman

Wayne T. Hartman (SEAL)
Wayne T. Hartman

Adelaide M. Hartman (SEAL)
Adelaide M. Hartman

(SEAL)

LIBER 98 PAGE 383
LIBER 922 PAGE 113

SOMERSET
State of Maryland, ~~Anne Arundel~~ County, to wit:

I HEREBY CERTIFY, that on this 27th day of April, in the year one thousand, nine hundred and fifty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Wayne T. Hartman and Adelaide M. Hartman, his wife, the above named Mortgagor(s) satisfactorily proven to be the person(s) whose name(s) are subscribed to the within Mortgage, and acknowledged that they executed the same for the purposes therein contained, and also they acknowledged the foregoing Mortgage to be their act. At the same time also appeared ROBERT C. WARD, President of said Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Pauline M. Bozman
NOTARY PUBLIC

Pauline M. Bozman

My Commission expires 5/2/55

Recorded-29th-April-1955-at-9-A.M.

22 X

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

SECOND
MORTGAGE
FROM
WAYNE T. HARTMAN AND
ADELAIDE M. HARTMAN, HIS WIFE
TO
UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

Received for record 25 Apr. 19 55 at 9 o'clock A M
Same day recorded in Liber 922 No. 922 folio 113 &c. one of the Land Records of Anne Arundel County and examined per
JOHN H. HOPKINS, 3rd Clerk.
Cost of Record $

LIBER 98 PAGE 384
LIBER 987 PAGE 569

L. 2765
11,786
Equity

SECOND

This Mortgage,

made this 14 TH day of December in the year one thousand nine hundred and fifty-five, between WAYNE T. HARTMAN and ADELAIDE M. HARTMAN, his wife of Anne Arundel Co., in the State of Maryland, hereinafter called Mortgagor(s), and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND, a body corporate, duly incorporated, hereinafter called Mortgagee.

WHEREAS the said Mortgagee has this day loaned to the said Mortgagor(s) the sum of

TWO THOUSAND DOLLARS - ($2,000.00)

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

By the payment of SEVENTEEN DOLLARS - - - - - - - - - - - - - - - - - ($17.00) Dollars plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments for which the property hereinafter described may be legally liable on or before the 14th day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

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

And the said Mortgagor(s) shall have the right to pay all or any additional part of the principal on any monthly installment payment date and interest shall abate on any amount so paid on the principal.

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

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

(1) KNOWN AND DESIGNATED as Lots Nos. 16, 17, 18 and 19, Section 57, as shown on the plat of Green Haven recorded among the Plat Records of Anne Arundel County in Plat Cabinet 2, Rod D-9, Folio 346, and being the same property conveyed to the within-named Mortgagors by Grace Christian, Widow, by deed dated August 13, 1954 and recorded among the Land Records of Anne Arundel County in Liber JHH 856, Folio 350.

(2) KNOWN AND DESIGNATED as Lots Nos. 62 and 63, Section 12, as shown on the Plat of Chelsea Beach, recorded among the aforesaid Plat Records in Plat Cabinet 1, Rod M, Plat 4, and being the same property conveyed to the within-named Mortgagors by Herbert H. Carter and Frances C. Carter, his wife, by deed dated August 19, 1954 and recorded in Liber JHH 856, Folio 144.

(3) KNOWN AND DESIGNATED as Lot No. 211, as shown on Plat No. 5 of Chelsea Beach, recorded among the aforesaid Plat Records in Plat Book 23, Folio 35, and being the same property conveyed to the within-named Mortgagors by Chesapeake Land Corporation by deed dated June 30, 1954 and recorded in Liber JHH 843, Folio 562.

(4) KNOWN AND DESIGNATED as Lots Nos. 75, 76 and 77, as shown on Plat No. 4 of Chelsea Beach recorded among the aforesaid Plat Records in Plat Book 20, Folio 40, and being the same property conveyed to the within-named Mortgagors by Chesapeake Land Corporation by deed dated February 28, 1955 and recorded in Liber JHH 906, Folio 565.

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

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

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

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

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

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

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

III. Nor to remove or demolish any buildings now on the premises and to keep improvements in as good order and repair as at the present time.

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

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

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

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

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

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

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

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

Third, the balance if any, to the said Mortgagor(s), his, her or their heirs, personal representatives or assigns.

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

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

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

WITNESS:

Norwood A. Wieneke

NORWOOD A. WIENEKE

Wayne T. Hartman ..... (SEAL)
Wayne T. Hartman

Adelaide M. Hartman ..... (SEAL)
Adelaide M. Hartman

..... (SEAL)

7.4

LIBER 98 PAGE 387

State of Maryland, Anne Arundel County, to wit: LIBER 987 PAGE 572

I HEREBY CERTIFY, that on this 14TH day of December, in the year one thousand, nine hundred and fifty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Wayne T. Hartman and Adelaide M. Hartman, his wife, the above named Mortgagor(s) satisfactorily proven to be the person(s) whose name(s) are subscribed to the within Mortgage, and acknowledged that they executed the same for the purposes therein contained, and also they acknowledged the foregoing Mortgage to be their act. At the same time also appeared ROBERT C. WARD, President of said Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Norwood A. Wieneke
NOTARY PUBLIC
NORWOOD A. WIENEKE

My Commission expires 5/6/57

Rec'd for record Dec 15 1955, at 12 To P M.
Per George T. Cromwell, Clerk.
Mailed to Wm. W. Townshend Jr.

L. 2765 220

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

SECOND
MORTGAGE
FROM
WAYNE T. HARTMAN AND
ADELAIDE M. HARTMAN, HIS WIFE

TO
UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

Received for record 15 DEC 1955 at 12 10 o'clock P M.
Same day recorded in Liber CTC No. 987 folio 569 &c. one of the Land Records of Anne Arundel County and examined per [illegible] Clerk.
Cost of Record $ [illegible]

WILLIAM W. TOWNSHEND, JR.,
Attorney at Law
Towns-Worth Bldg., South St.
Annapolis, Maryland

11,788
Equity

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

OF

VALUABLE IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in six mortgages from Wayne T. Hartman and Adelaide M. Hartman, his wife, dated August 19, 1954, December 29, 1954, February 24, 1955, February 24, 1955, April 27, 1955 and December 14, 1955, and recorded among the Land Records of Anne Arundel County in Libers J.H.H. 856, Folio 146, J.H.H. 892, Folio 80, J.H.H. 905, Folio 398, J.H.H. 906, Folio 568, J.H.H. 922, Folio 110 and G.T.C. 987, Folio 569, respectively, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

FRIDAY, JULY 20, 1956

at 11 o'clock A.M.

All those tracts or parcels of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, as follows:

(1) Known and designated as Lots Nos. 62 and 63, Section 12, as shown on the plat of Chelsea Beach, recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod M, Plat 4, being the same property conveyed unto Wayne T. Hartman and Adelaide M. Hartman, his wife, by Herbert H. Carter and Frances C. Carter, his wife, by deed dated August 19, 1954 and recorded among the aforesaid Land Records in Liber J.H.H. 856, Folio 144, improved by a one-story two-bedroom dwelling with modern conveniences, waterfront property.

(2) Known and designated as Lots Nos. 16, 17, 18 and 19, Section 57, as shown on the plat of Green Haven recorded among said Plat Records in Cabinet 2, Rod D-9, Folio 346, and being the same property conveyed unto Wayne T. Hartman and wife by Grace Christian, Widow, by deed dated August 13, 1954 and recorded among said Land Records in Liber J.H.H. 856, Folio 350, improved by a one-story two-bedroom dwelling with modern conveniences.

(3) Known and designated as Lot No. 211, as shown on Plat No. 5 of Chelsea Beach recorded among said Plat Records in Cabinet 4, Rod G-4, Plat 11, being the same property conveyed unto Wayne T. Hartman and wife by Chesapeake Land Corporation by deed dated June 30, 1954 and recorded among said Land Records in Liber J.H.H. 843, Folio 562, improved by a one-story three-bedroom dwelling with modern conveniences.

(4) Known and designated as Lots Nos. 75, 76 and 77, as shown on Plat No. 4 of Chelsea Beach recorded among said Plat Records in Plat Book 20, Folio 40, being the same property conveyed unto Wayne T. Hartman and wife by Chesapeake Land Corporation by deed dated February 28, 1955 and recorded among said Land Records in Liber J.H.H. 906, Folio 565, improved by a one-story two-bedroom dwelling with modern conveniences.

The lots at Green Haven will be offered for sale at 11 o'clock A.M. on Friday, July 20, 1956 and the lots at Chelsea Beach will be sold immediately thereafter.

These properties will be first offered individually and the bid reserved and then will be offered as an entirety. If the combined individual bids exceed the bid for the whole, then the individual bids will be accepted, but if

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the entire bid exceeds the sum total of the individual bids, then the bid as an entirety will be accepted.

Terms of Sale: If sold singularly, a deposit of $500.00 will be required on each property by the purchaser or purchasers at the time and place of sale. If sold as an entirety, a deposit of $2,500.00 will be required on the day of sale. In either case, the balance of the purchase price shall be paid 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., Attorney
Towns-Worth Building, South Street
Annapolis, Maryland

Robert H. Campbell, Auctioneer

- -

Maryland Gazette Press

June 28, 1956
July 5, 12, 19

25

Trustee's Bond LIBER 98 PAGE 390 No 11,788 Equity 1410

KNOW ALL MEN BY THESE PRESENTS:

THAT WE William W. Townshend, Jr., Towns-Worth Building, Annapolis, Maryland, as principal, and INDEMNITY INSURANCE COMPANY OF NORTH AMERICA a corporation of the State of Pennsylvania, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of TWENTY-FIVE THOUSAND ----------00/100 Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointlyand severally, firmly by these presents. Sealed with our seals, and dated this 20th day of July in the year of our Lord one thousand nine hundred and fifty-six.

WHEREAS, the above bounden William W. Townshend, Jr. by virtue of a decree of the Honorable Judge of the Circuit Court of ~~Baltimore City~~ Anne Arundel County has been appointed trustee to sell property situate Lots 62,63,Section 12,Plat of Chelsea Beach, Lots 16,17,18,19, Section 57,Plat of Greenhaven, Lot 211, Plat #5, Chelsea Beach, Lots 75,76,77, Plat #4, Chelsea Beach, all of the 3rd Election District, Anne Arundel County mentioned in the proceedings in the case of United Federal Savings & Loan Association

vs.

Wayne T. Hartman & Adelaide M. Hartman, His Wife

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN William W. Townshend, Jr. do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law

William W. Townshend, Jr. (SEAL)

(SEAL)

(SEAL)

D. Van Norman, Jr., Attorney-in-fact (SEAL)

Signed, sealed and delivered in the presence of

Alice Gary

ALICE GARY

State of Maryland, ~~Baltimore City~~ Anne Arundel County, *sct:*

KNOW ALL MEN BY THESE PRESENTS: That the Indemnity Insurance Company of North America a corporation of the State of Pennsylvania does hereby constitute and appoint D. Van Norman, Jr.

its attorney -in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and discription that are or may be required to be filed in the Circuit Court of ~~Baltimore City~~ Anne Arundel County State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attorney -in-fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said Indemnity Insurance Company of North America duly affixed by its Vice-President and attested by its Assistant Secretary, this 20th day of July, 1956.

Indemnity Insurance Company of North America

By: R. S. Robins
Vice President

ATTEST:

Assistant Secretary
Carroll W. Laird

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

July 20th, 1956 Indemnity Insurance Company of North America

Assistant Secretary
Carroll W. Laird

FILED
1956 JUL 20 AM 9:06

Bond approved
George T. Cromwell Clerk

28

LIBER 98 PAGE 391

In the Matter of the Mortgaged Real Estate : No. 11,788 Equity
of Wayne T. Hartman and Adelaide M. Hartman, : In the Circuit Court for
his wife : Anne Arundel County

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 18th day of July, 1956, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., and made oath in due form of law that the Defendants, Wayne T. Hartman and Adelaide M. Hartman, 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 forty-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

ALICE GARY NOTARY PUBLIC ANNE ARUNDEL CO. MD.

FILED
1956 JUL 20 AM 9:06

LIBER 98 PAGE 392

In the Matter of the Mortgaged Real : No. 11788 Equity

Estate of Wayne T. Hartman and : In the Circuit Court for

Adelaide M. Hartman, his wife : Anne Arundel County

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Wayne T. Hartman and Adelaide M. Hartman, his wife, to United Federal Savings and LoanAssociation of Glen Burnie

(1) dated August 19, 1954, recorded among the Land Records of Anne Arundel County in Liber JHH 856, Folio 146		$4,500.00	
Paid on account	$347.76		
Less credit expense acct.	60.82	408.58	
		$4,091.42	
Interest 6/30/56		124.56	
Interest from 6/30/56 to 7/20/56		13.84	$4,229.82
(2) dated December 29, 1954 and recorded in Liber JHH 892, Folio 80		$4,000.00	
Paid on account	$309.29		
Less credit expense acct.	55.12	364.41	
		$3,635.59	
Interest to 6/30/56		60.20	
Interest from 6/30/56 to 7/20/56		12.30	3,708.09
(3) dated February 24, 1955 and recorded in Liber JHH 905, Folio 398		$5,000.00	
Paid on account	$208.94		
Less credit expense acct.	26.50	235.44	
		$4,764.56	
Interest to 6/30/56		92.76	
Interest from 6/30/56 to 7/20/56		15.98	4,873.30
Second mortgage on Lot 211 - - - - - - -		$1,500.00	
Less credit expense account		60.00	
		1,440.00	
Interest to 6/30/56		13.20	
Interest from 6/30/56 to 7/20/56		4.80	1,458.00
(4) dated December 14, 1955 and recorded in Liber GTC 987, Folio 569		$2,000.00	
Interest to 6/30/56		26.00	
Interest from 6/30/56 to 7/20/56		6.66	2,032.66
Also on Lot 75, dated February 24, 1955 and recorded in Liber JHH 906, Folio 568		$6,000.00	
Paid on account	$211.54		
Less credit expense acct.	37.60	249.14	
		$5,750.86	
Interest to 6/30/56		173.64	
Interest from 6/30/56 to 7/20/56		19.30	5,943.80
		GRAND TOTAL	$22,245.67

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FILED
1956 JUL 20 AM 9:06
1956 JUL 20 AM 9:06

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

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 19th day of July, 1956, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in Mortgage, and made oath in due form of law that the above Statement of Mortgage Claim is true to the best of his knowledge and belief.

WITNESS my hand and Notarial seal.

Alice Gary, Notary Public

ALICE GARY NOTARY PUBLIC ANNE ARUNDEL CO. MD.

ROBERT H. CAMPBELL - LIBER 98 PAGE 394 - - - - - Auctioneer

WILLIAM W. TOWNSHEND, JR.
Attorney at Law
Towns-Worth Bldg., South Street
Annapolis, Maryland

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

Under and by virtue of a power of sale contained in six mortgages from Wayne T. Hartman and Adelaide M. Hartman, his wife, dated August 19, 1954, December 29, 1954, February 24, 1955, February 24, 1955, April 27, 1955 and December 14, 1955, and recorded among the Land Records of Anne Arundel County in Libers J.H.H. 856, Folio 146, J.H.H. 892, Folio 80, J.H.H. 905, Folio 398, J.H.H. 906, Folio 568, J.H.H. 922, Folio 110 and G.T.C. 987, Folio 569, respectively, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

FRIDAY, JULY 20, 1956

AT 11 O'CLOCK A.M.

All those tracts or parcels of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, as follows:

(1) Known and designated as Lots Nos. 62 and 63, Section 12, as shown on the plat of Chelsea Beach, recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod M, Plat 4, being the same property conveyed unto Wayne T. Hartman and Adelaide M. Hartman, his wife, by Herbert H. Carter and Frances C. Carter, his wife, by deed dated August 19, 1954 and recorded among the aforesaid Land Records in Liber J.H.H. 856, Folio 144, improved by a one-story two-bedroom dwelling with modern conveniences, waterfront property.

(2) Known and designated as Lots Nos. 16, 17, 18 and 19, Section 57, as shown on the plat of Green Haven recorded among said Plat Records in Cabinet 2, Rod D-9, Folio 346, and being the same property conveyed unto Wayne T. Hartman and wife by Grace Christian, Widow, by deed dated August 13, 1954 and recorded among said Land Records in Liber J.H.H. 856, Folio 350, improved by a one-story two-bedroom dwelling with modern conveniences.

(3) Known and designated as Lot No. 211, as shown on Plat No. 5 of Chelsea Beach recorded among said Plat Records in Cabinet 4, Rod G-4, Plat 11, being the same property conveyed unto Wayne T. Hartman and wife by Chesapeake Land Corporation by deed dated June 30, 1954 and recorded among said Land Records in Liber J.H.H. 843, Folio 562, improved by a one-story three-bedroom dwelling with modern conveniences.

(4) Known and designated as Lots Nos. 75, 76 and 77, as shown on Plat No. 4 of Chelsea Beach recorded among said Plat Records in Plat Book 20, Folio 40, being the same property conveyed unto Wayne T. Hartman and wife by Chesapeake Land Corporation by deed dated February 28, 1955 and recorded among said Land Records in Liber J.H.H. 906, Folio 565, improved by a one-story two-bedroom dwelling with modern conveniences.

The lots at Green Haven will be offered for sale at 11 o'clock A.M. on Friday, July 20, 1956 and the lots at Chelsea Beach will be sold immediately thereafter.

These properties will be first offered individually and the bid reserved and then will be offered as an entirety. If the combined individual bids exceed the bid for the whole, then the individual bids will be accepted, but if the entire bid exceeds the sum total of the individual bids, then the bid as an entirety will be accepted.

TERMS OF SALE: If sold singularly, a deposit of $500.00 will be required on each property by the purchaser or purchasers at the time and place of sale. If sold as an entirety, a deposit of $2,500.00 will be required on the day of sale. In either case, the balnce of the purchase price shall be paid 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.,
Attorney,
Towns-Worth Building, South Street,
Annapolis, Maryland

No 11,788
Equity.

LIBER 98 PAGE 396

Annapolis, Md.
July 20, 1956

I hereby certify that I have this 20th day of July, 1956, sold the properties known as

Lots 62 and 63, Section 12, Chelsea Beach
Lots 16, 17, 18 and 19, Section 57, Green Haven
Lot 211, Plat 5 of Chelsea Beach
Lots 75, 76 and 77, Plat 4 of Chelsea Beach

unto LEROY JACOBS and LOTTIE E. JACOBS, his wife,

at and for the sum of $26.675.00

being then and there the highest bidders therefor.

Robert H. Campbell, Auctioneer

Annapolis, Md.
July 20, 1956

I hereby certify that I have this 20th day of July, 1956, purchased from William W. Townshend, Jr., Attorney the properties known as

Lots 62 and 63, Section 12, Chelsea Beach
Lots 16, 17, 18 and 19, Section 57, Green Haven
Lot 211, Plat 5 of Chelsea Beach
Lots 75, 76 and 77, Plat 4 of Chelsea Beach

at and for the sum of $26.675.00

and I hereby agree to comply with the terms of said sale.

Leroy Jacobs Purchaser

Lottie E. Jacobs Purchaser

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1956 JUL 23 PM 2:09

LIBER 98 PAGE 397

In the Matter of the Mortgaged Real Estate : No. 11,788 Equity
of Wayne T. Hartman and Adelaide M. Hartman, : In the Circuit Court for
his wife : Anne Arundel County

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

That under and by virtue of a power of sale contained in six mortgages from Wayne T. Hartman and Adelaide M. Hartman, his wife, to United Federal Savings and Loan Association of Glen Burnie, dated August 19, 1954, December 29, 1954, February 24, 1955, February 24, 1955, April 27, 1955 and December 14, 1955, and recorded among the Land Records of Anne Arundel County in Libers J.H.H. 856, Folio 146, J.H.H. 892, Folio 80, J.H.H. 905, Folio 398, J.H.H. 906, Folio 568, J.H.H. 922, Folio 110 and G.T.C. 987, Folio 569, respectively, the said William W. Townshend, Jr., Attorney named in the aforesaid mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette Press, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgages at public uaction, on the premises, on Friday, July 20, 1956, at 11 o'clock A.M., and then and there sold the said property unto Leroy Jacobs and Lottie E. Jacobs, his wife, at and for the sum of TWENTY SIX THOUSAND SIX HUNDRED SEVENTY FIVE DOLLARS ($26,675.00), being at that figure the highest bidders therefor, said property described as follows:

ALL those lots or parcels of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland,

(1) Known and designated as Lots Nos. 62 and 63, Section 12, as shown on the plat of Chelsea Beach recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod M, Plat 4.

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1956 JUL 23 PM 2:09

(2) Known and designated as Lots Nos. 16, 17, 18 and 19, Section 57, as shown on the plat of Green Haven recorded among the said Plat Records in Cabinet 2, Rod D-9, Folio 346.

(3) Known and designated as Lot No. 211, as shown on Plat No. 5 of Chelsea Beach recorded among said Plat Records in Cabinet 4, Rod G-4, Plat 11.

(4) Known and designated as Lots Nos. 75, 76 and 77, as shown on Plat No. 4 of Chelsea Beach recorded among said Plat Records in Plat Book 20, Folio 40.

AND the said Attorney further reports that he has received from the said purchasers a deposit as required by the terms of said sale and has also required the purchaser's agreement to comply with the terms of sale; which are as follows: If sold singularly, a deposit of $500.00 will be required on each property by the purchaser or purchasers at the time and place of sale. If sold as an entirety, a deposit of $2,500.00 will be required on the day of sale. In either case, the balance of the purchase price shall be paid 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.

Respectfully submitted,

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

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 20th day of July, 1956, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in Mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale herein reported was fairly made.

WITNESS my hand and Notarial seal.

Alice Gary
Alice Gary, Notary Public

ALICE GARY NOTARY PUBLIC ANNE ARUNDEL CO.

LIBER 98 PAGE 399

ORDER NISI

IN THE MATTER OF THE MORTGAGEED REAL ESTATE OF WAYNE T. HARTMAN and ADELAIDE M. HARTMAN, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,788 Equity

Ordered, this 23rd day of July, 1956, That the sale of the property in these proceedings mentioned made and reported by WILLIAM W. TOWNSHEND, Jr., Attorney Named in Mortgage Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 27th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 27th day of August next.

The report states that the amount of sales was $ 26,675.00

Filed 1956 July 23
2:09 PM

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF WAYNE T. HARTMAN and ADELAIDE M. HARTMAN, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 28th day of August, 19 56 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 AUG 28 PM 3:24

LIBER 98 PAGE 400

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. 11,788 EQUITY

In The Matter Of The Mortgaged Real Estate Of WAYNE T. HARTMAN and ADELAIDE M. HARTMAN, his wife.

Ordered, this 23rd day of July, 1956, That the sale of the property in these proceedings mentioned made and reported by WILLIAM W. TOWNSHEND, JR., Attorney Named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 27th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 27th day of August next.

The report states that the amount of sales was $20,675.00.

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

a-16

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 28, 1956

We hereby certify, that the annexed Order Nisi Sale Eq. 11,788 Wayne T. Hartman

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 27th day of August, 1956 The first insertion being made the 2[illegible]th day of July, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M.G. [illegible] 1956 AUG 28 AM 10:27 By [illegible]

IN THE MATTER	IN THE CIRCUIT COURT
OF	FOR
THE MORTGAGED REAL ESTATE OF WAYNE T. HARTMAN and ADELAIDE M. HARTMAN, his wife	ANNE ARUNDEL COUNTY, MARYLAND
	No. 11,788 Equity

****

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of William G. Ricker and Helen E. Ricker, his wife, respectfully represents unto your Honor,

1. That heretofore William W. Townshend, Jr., Attorney named in the Mortgage, at a public sale held on July 20th, 1956, sold the following four (4) properties, namely:

(1) Known and designated as Lots Nos. 62 and 63, Section 12, as shown on the plat of Chelsea Beach, recorded among the Plat Records of Anne Arundel County in cabinet 1, Rod M, Plat 4, being the same property conveyed unto Wayne T. Hartman and Adelaide M. Hartman, his wife, by Herbert H. Carter and Frances C. Carter, his wife, by deed dated August 19, 1954 and recorded among the aforesaid Land Records in Liber J. H. H. 856, folio 144, improved by a one-story two-bedroom dwelling with modern conveniences, water front property.

(2) Known and designated as Lots 16, 17, 18 and 19, Section 57, as shown on the plat of Green Haven recorded among said Plat Records in Cabinet 2, Rod D-9, Folio 346, and being the same property conveyed unto Wayne T. Hartman and wife by Grace Christian, widow, by deed dated August 13, 1954 and recorded among said Land Records in Liber J.H.H. 856, Folio 350, improved by a one-story two-bedroom dwelling with modern conveniences.

(3) Known and designated as Lot No. 211, as shown on Plat No. 5 of Chelsea Beach recorded among said Plat Records in Cabinet 4, Rod G-4, Plat 11, being the same property conveyed unto Wayne T. Hartman and wife by Chesapeake Land Corporation by deed dated June 30, 1954 and recorded among said Land Records in Liber J.H.H. 843, folio 562, improved by a one-story three bedroom dwelling with modern conveniences.

(4) Known and designated as Lots Nos. 75, 76 and 77, as shown on Plat No. 4 of Chelsea Beach recorded among said Plat Records in Plat Book 20, folio 40, being the same property conveyed unto Wayne T. Hartman and wife by Chesapeake Land Corporation by deed dated February 28, 1955 and recorded among said Land Records in Liber J.H.H. 906, folio 565, improved by a one-story two-bedroom dwelling with modern conveniences,

unto Leroy Jacobs and Lottie E. Jacobs, his wife, at and for the sum of Twenty Six Thousand, Six Hundred Seventy-Five ($26,675.00) Dollars. That the said Leroy Jacobs and Lottie E. Jacobs have sold and assigned all of their right,

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1956 JUL 27 AM 11:29

title and interest in and to the aforementioned properties unto your Petitioners.

2. That the aforementioned sale has been reported to this Honorable Court for ratification. Your Petitioners desire that this Court by its Order substitute your Petitioners as Purchasers in the place and stead of Leroy Jacobs and Lottie E. Jacobs.

Helen E. Ricker

William G. Ricker

Petitioners.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 26 day of July, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared William G. Ricker and Helen E. Ricker and made oath in due form of law that the matters and facts set forth in the aforegoing petition are true to the best of their knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

William C. Saltzgaber

Notary Public.

WE hereby assent to the passage of the within Order of Court

Leroy Jacobs

Leroy Jacobs

Lottie E. Jacobs

Lottie E. Jacobs

William [illegible]

Attorney named in Mortgages.

39

IN THE MATTER	:	IN THE CIRCUIT COURT
OF	:	FOR
THE MORTGAGED REAL ESTATE OF WAYNE T. HARTMAN and ADELAIDE M. HARTMAN, his wife	:	ANNE ARUNDEL COUNTY, MARYLAND No. 11,788 Equity.

****

ORDER OF COURT

Upon the aforegoing petition, affidavit and assent, it is this 27th day of July, 1956, ORDERED by the Circuit Court for Anne Arundel County in Equity, that William G. Ricker and Helen E. Ricker, his wife, be and they are hereby substituted as purchasers in the place and stead of Leroy Jacobs and Lottie E. Jacobs, his wife, of the four properties more particularly described in the aforegoing petition.

Benjamin Michaelson
Judge.

FILED
1956 JUL 27 PM 5:05

In the Case of

In the Matter of the
Mortgaged Real Estate
of
~~xYSx~~
Wayne T. Hartman
and
Adelaide M. Hartman, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,788 Equity

To the Honorable, the Judges of said Court:

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

September 17, 1956

All of which is respectfully submitted.

Laura K. Fickling
Auditor.

FILED
1956 SEP 18 PM 12:22

41

Dr. In the Matter of the Mortgaged Real Estate of Wayne T. Hartman and Adelaide M. Hartman, his wife in ac.

To Attorney for Commissions, viz:	817	45		
To Attorney for Fee, viz:	100	00	917	45
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	29	90		
Auditor - stating this account	18	00	57	90
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	15	60		
Indemnity Insurance Co. of N.A. - bond premium	100	00		
Robert H. Campbell - auctioneer's fee	160	00		
J. R. McCrone, Jr., Inc. - services in location of house on Lot 211 Chelsea Beach	15	00		
One-half Federal documentary stamps	14	85		
One-half State documentary stamps2	14	85		
Alice Gary - notary fees	1	50	408	32
To Attorney for Taxes, viz:				
1956 State and County taxes on following properties adjusted to 7/20/56, viz:				
Lots 16 to 19, inc., Block 57, Green Haven ($75.30) - 202 days	41	61		
Lots 62 and 63, Sec. 12, Chelsea Beach ($59.23) - 202 days	32	72		
Lots 75, 76 and 77, Plat 4, Chelsea Beach ($92.40) - 202 days	51	11		
Lot 211, Chelsea Beach ($86.35) - 202 days	47	67	173	11
To United Federal Savings & Loan Ass'n of Glen Burnie, mortgagee - in full for mortgage claim	22,245	67	22,245	67
To Wayne T. Hartman and Adelaide M. Hartman, his wife, mortgagors - this balance	3,070	02	3,070	02
			26,872	47

M 4

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

1956						
July	20	Proceeds of Sale	22,675	00		
		Interest on deferred payment of $24,175.00 to 9/7/56	197	47	26,872	47
					26,872	47

LIBER 98 PAGE 407

ORDER NISI

In the Matter of the Mortgaged Real Estate of VERSUS Wayne T. Hartman and Adelaide M. Hartman, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,788 Equity.

ORDERED, This 18th day of September, 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 22nd day of October next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22d day of October next.

FILED 1956 SEP 18 PM 12:22

George F. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 23rd day of October, 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~~ Grantee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Blackiston

Trustee

FILED

1956 OCT 23 PM 12:34

LIBER 98 PAGE 408

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 22, 1956

We hereby certify, that the annexed

Order Nisi Eq. 11,788

Auditor Account

Wayne T. Hartman

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 22nd day of October, 1956. The first insertion being made the 20th day of September, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M.G. 5774 1956-OCT 23 AM 9:54 By H. Wilgus

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,788 Equity

In The Matter Of The Mortgaged Real Estate Of WAYNE T. HARTMAN and ADELAIDE M. HARTMAN, his wife.

Ordered, this 18th day of September, 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 22d 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 22d day of October next.

GEORGE F. CROMWELL, Clerk.

True Copy, TEST:

GEORGE F. CROMWELL, Clerk.

O-4

LIBER 98 PAGE 409

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

****

P E T I T I O N

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

1. That on June 9, 1955, this Honorable Court signed an Order in the above entitled cause, permitting William P. Chesshire, Myrtle E. Latham, Mildred G. Horsley, Hilda Horsley, Holland L. Walker and John R. Walker to redeem certain property, described as Lots Nos. 47 to 52 inclusive, Block 5 as shown on a Plat of Cedarhurst, and being also part of the property which is the subject matter of these proceedings, upon their payment of such moneys as to be fixed by a subsequent Order of this Court.

2. That pending action on the redemption your Petitioners desired to proceed with said proceedings as to other properties mentioned therein and this Court signed a Decree Pro Confesso on September 7, 1955, as to such other Defendants, in the proceedings excluding the said William P. Chesshire, et al.

3. That under date of January 12, 1956, this Honorable Court ordered Myrtle E. Cropper (formerly Myrtle E. Latham), Hilda Horsley, Holland L. Walker and John R. Walker to pay to the Collector of Taxes certain moneys within sixty (60) days for redemption of the aforesaid property or in default thereof a final decree would be issued foreclosing all of their rights of redemption in the property.

4. That inadvertantly the aforesaid Order of January 12, 1956, did not include the names of William P. Chesshire and Mildred G. Horsley, Defendants in these proceedings having an interest in the property which was the subject

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1956 OCT 30 AM 10:26

matter of the proceedings nor were they included in the Decree Pro Confesso taken on September 7, 1955.

5. That your Petitioners have been advised that it is necessary that a Decree Pro Confesso be taken against the said William P. Chesshire and Mildred G. Horsley in order to perfect their title in the property mentioned, and further that an affidavit of title search of the properties, which are the subject matter of this cause, be filed in these proceedings.

WHEREFORE, your Petitioners pray this Court to (1) sign a Decree Pro Confesso, nunc pro tunc, to September 7, 1955, against the said Defendants William P. Chesshire and Mildred G. Horsley.

(2) To sign an Order authorizing counsel for your Petitioners to file an affidavit of title search of the properties mentioned in these proceedings, nunc pro tunc.

AND AS IN DUTY BOUND, ETC.

John H. Hopkins, IV, Attorney for Petitioners

LIBER 98 PAGE 411

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

****

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the Order of Publication heretofore issued therein has been duly published in the Maryland Gazette, a newspaper printed and published in Annapolis, Anne Arundel County, Maryland, and the Defendants, William P. Chesshire and Mildred G. Horsley, having failed to appear either in person or by Solicitor and answer the Bill of Complaint filed against them.

It is thereupon this 30th day of October, 1956, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED, nunc pro tunc, that said Bill of Complaint be, and the same be, and it is hereby taken Pro Confesso against the said Defendants, William P. Chesshire and Mildred G. Horsley.

Benjamin Michaelson
Judge

FILED
1956 OCT 30 PM 3:26

LIBER 98 PAGE 412

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

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

O R D E R

UPON the foregoing Petition, it is this 30th day of October, 1956, by the Cirouit Court for Anne Arundel County, in Equity, ORDERED that John H. Hopkins, IV, Counsel for Plaintiffs in these proceedings be, and he is hereby authorized to file nunc pro tunc, an affidavit of title search of the properties mentioned in these proceedings.

Benjamin Michaelson
Judge

FILED
1956 OCT 30 PM 3:21 4

LIBER 98 PAGE 413

Irving H. Mezger, Attorney named in Mortgage	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	*	
Norman Brown and Katherine M. Brown, his wife	*	Equity No. 11,747

* * * * * * * * *

Mr. Clerk:

Please file the attached mortgage and docket suit in the above entitled cause, and oblige.

Irving H. Mezger

Irving H. Mezger
Attorney named in Mortgage

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

FILED
1958 MAY 11 AM 11:01

No. 11,747 Equity

RECORDATION ACT OF 1947 $11.00

THIS MORTGAGE, Made this 30th day of June - - - - , in the year one thousand nine hundred and fifty-three, between NORMAN BROWN and KATHERINE M. BROWN, his wife - - - - - - - - - - - - -, of the County of Anne Arundel -, in the State of Maryland, Mortgagors, and the ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate, duly incorporated, Mortgagee.

RECORDATION TAX ACT OF 1947 $1.10 $1.10

WHEREAS, said mortgagors, being members of said body corporate, have received therefrom an advance of Eleven Thousand ($11,000.00) - Dollars; being part of the purchase price of the hereinafter described property; the due execution of this mortgage having been a condition precedent to the granting of said advance.

AND WHEREAS, said mortgagors have agreed to repay the said sum so advanced with interest at the rate of six per centum (6%) per annum from the date hereof, in monthly installments of One Hundred Twenty-Two Dollars and Thirteen Cents($122.13) commencing on the tenth - - - day of August - -1953, and on the tenth - - - - day of each month thereafter, to be applied first to the payment of the interest then due and the balance to be applied on account of the said indebtedness until the whole of said principal sum shall be paid.

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

do grant, convey and assign unto the said mortgagee, its successors and assigns, all that lot of ground situate and lying in the Third Election District,

Anne Arundel County, Maryland - - , and described as follows:

BEGINNING for the same at a pipe set at the intersection of the third line of the conveyance from Clarence Warfield to Paul B. Thompson and wife, by deed dated March 3rd, 1936, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 147, folio 213, which said point of beginning is measured at right angles Twenty (20) feet from the center of said highway and Southwesterly Seven and Four Tenths (7.4) feet from the center of a corner fence post; thence leaving the Crain Highway and with said third line and line fence North Eighty-One (81) degrees Twenty-Six (26) minutes East Two Hundred Eighty-Four and Three Tenths (284.3) feet to a pipe; thence leaving the outlines and closely paralleling a fence the following South Ten (10) degrees Seven (7) minutes East One Hundred Fifty-Eight and Fifteen One-Hundredths (158.15) feet to a pipe South Seventy-Six (76) degrees Forty-One (41) minutes West One Hundred Thirty-Eight and Nine Tenths (138.9) feet to a pipe South Twenty (20) degrees Seven (7) minutes East One Hundred Fifteen (115) feet to a spike in a corner fence post and South Seventy-Five (75) degrees Fifty-Two (52) minutes West One Hundred Fifteen and Nine Tenths (115.9) feet to the East side of the Crain Highway; thence paralleling the center of said highway and distant Twenty (20) feet measured at right angles from the center of same North Nineteen (19) degrees Forty (40) minutes West Two Hundred Ninety-Six (296) feet to the place of beginning. Containing One and Thirty-Three One-Hundredths (1.33) acres more or less.

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1956 MAY 11 AM 11:01

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ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

2.

TOGETHER WITH the right to use for ingress and egress the private road located on the Southernmost side of the property herein described.

BEING the same lot of ground which by deed dated June 19th, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 307, folio 462, was granted and conveyed by Thurman Richardson and Lillian Richardson, his wife, to the said mortgagors.

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

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

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

AND the said mortgagors, for themselves, their heirs, personal representatives and assigns covenant with the said mortgagee, as follows: (1) To keep the buildings on the premises insured against loss by fire, windstorm, and other hazards for the benefit of the mortgagee, its successors or assigns, in some company acceptable to the mortgagee, its successors or assigns, to the extent of its lien thereon and to deliver the policy and all renewal receipts to the mortgagee, its successors or assigns; and in case of failure of the mortgagors, their heirs, personal representatives, and assigns, so to do, the mortgagee its suc-

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BALTIMORE 1, MD.

3

cessors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (2) To pay monthly

on or before the tenth - - - - - - - - - - - - - - - - day of each and every month the sum of Fifteen ($15.00) Dollars - for the payment of all taxes, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. Should such payments be insufficient the mortgagee, its successors or assigns, are hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per centum (6%) per annum from the date of said payment, and the said mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (3) Not to remove or demolish any buildings now on the premises, nor to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition or repair, the mortgagee, its successors or assigns, may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the mortgagee, its successors or assigns, may without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (4) That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a Receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (5) That should the title to the here mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary grant or assignment, or in any other manner without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (6) That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (7) That upon the institution of either bankruptcy or receivership proceedings, voluntary or involuntary, against the said mortgagor (or either of them) this mortgage will immediately mature, and failure to pay the mortgage debt in full within ten days thereafter will entitle the mortgagee to foreclose this mortgage without notice; (8) that after any default and the institution of foreclosure proceedings or the insertion of an advertisement for the sale of the hereby mortgaged premises, the mortgagee shall not be required to accept payment of any arrearage, or the balance of the mortgage debt only, but also shall be entitled to demand and be paid all costs, expenses, etc., incurred in such proceeding, including the counsel fee set forth herein, and one-half of the amount of the commission that the Trustee or Attorney would have received had the sale been made at a price equal to the balance of the mortgage indebtedness at the time of default; (9) That in any proceedings in which the said mortgagee, because it is the holder of this mortgage, is caused to file an answer or defeund itself through no fault of its own a reasonable fee shall be paid the attorney for the mortgagee, and if not paid by the mortgagor, may be charged against the mortgage account.

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

AND the said mortgagors, hereby assent to the passage of a decree for the sale of said property (the sale to take place after default in any of the covenants or conditions of this mortgage, as herein provided), and the said mortgagors hereby also authorize the said mortgagee, its successors or assigns, or Irving H. Mezger, their duly constituted Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property and any such sale, whether under the above assent to a decree or under the above power of

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BALTIMORE 1, MD.

sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland or under any other General or Local Laws of the State of Maryland relating to mortgages, or any supplement, amendment or additions thereto. And upon any sale of said property, whether under the above assent to a decree or under the above powers of sale, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of Fifty ($50.00) Dollars to the attorney conducting the foreclosure and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; (2) to the payment of all claims of the said mortgagee, its successors or assigns, under this mortgage, whether the same shall have matured or not; and (3) the surplus (if any there be) to the said mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

WHENEVER used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

WITNESS the hands and seals of the said mortgagors.

Witness:

Jane E. Bruce

Norman Brown (SEAL)
Norman Brown

Katherine M. Brown (SEAL)
Katherine M. Brown

(SEAL)

LIBER 765 PAGE 576 (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 30th day of June - - , 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Norman Brown and Katherine M. Brown, his wife - -

known to me (or satisfactorily proved) to be the persons whose names are subscribed to the within mortgage, and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared John P. Helmer - - - - - - - - President of the within named corporation, Mortgagee, personally known to me, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Jane E. Bruce
Notary Public

My Commission Expires May 2nd, 1955.

Recorded-1st-July-1953-at-11:20-A.M.

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ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

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53-191

LIBER 98 PAGE 418

MORTGAGE

From:

Norman Brown
and
Katherine M. Brown,
his wife

To:

Arundel Federal Savings
and Loan Association of
Baltimore City

THIRD ELECTION DISTRICT
ANNE ARUNDEL COUNTY

Received for Record ... Day
of July 1953 11.20 A.M.
and the same day recorded in Liber
J.H.H., No 765 Fol. 572 Land
Records of Anne Arundel County.
John H. Hopkins Jr.
Clerk

Pd. 5.00

MEZGER AND MEZGER
ATTORNEYS AND COUNSELLORS AT LAW
PARK AVENUE BUILDING (4TH FLOOR)
PARK AVENUE AND SARATOGA STREET
BALTIMORE 1, MARYLAND

FILED

LIBER 98 PAGE 419

Irving H. Mezger, Attorney named in Mortgage	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	*	
Norman Brown and Katherine M. Brown, his wife	*	Equity No. 11,747

* * * * * * * * * *

PETITION

The Petition of the Arundel Federal Savings and Loan Association of Baltimore City, and H. Allen Mezger, its Attorney, respectfully shows:

1. That the Arundel Federal Savings and Loan Association of Baltimore City is the holder of a mortgage from Norman Brown and Katherine M. Brown, his wife, to it dated June 30th, 1953, and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 765, folio 572.

2. That Irving H. Mezger was named as Attorney in said mortgage to make sale of the premises described therein, should default occur under the terms of said mortgage.

3. That default did occur under the terms of said mortgage and foreclosure proceedings thereunder were instituted in this Honorable Court by Irving H. Mezger, the Attorney named in said Mortgage on the 11th day of May, 1956.

4. That the premises described in the aforesaid mortgage have been advertised for sale and the date of sale has been set for the 11th day of June, 1956.

5. That Irving H. Mezger, Attorney as aforesaid, suffered a heart attack on May 19th, 1956, and according to the advises of physicians, said Attorney will be confined to the hospital for an indefinite period of time and, therefore, it will be impossible that he continue to perform his duties as such Attorney.

WHEREFORE your Petitioners respectfully pray that this Honorable Court appoint and substitute H. Allen Mezger as Attorney in place and stead of the said Irving H. Mezger, with all the powers, duties, and obligations imposed upon the Attorney named in said Mortgage, whether provided for under the terms of said mortgage or by operation of law.

Test:

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

E. Jane Rusinek — By: John P. Helmer, President

FILED
1956 MAY 22 AM 11:46

Betty Lou Vogt

H. Allen Mezger

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

6

Irving H. Mezger, Attorney named in Mortgage	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY Equity No. 11,747
vs.	*	
Norman Brown and Katherine M. Brown, his wife	*	

* * * * * * *

ORDER OF COURT

Upon the aforegoing Petition, it is this 22d day of May, 1956, ordered and decreed by the Circuit Court for Anne Arundel County, in Equity, that H. Allen Mezger be and he is hereby appointed substitute attorney in the place and stead of Irving H. Mezger, Attorney named in Mortgage referred to in the aforegoing Petition, with all the powers, duties and obligations incident to such appointment as substitute attorney.

Benjamin Michaelson
Judge

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

FILED
1956 MAY 22 PM 3:51

Militar Affidavit under Soldiers' and Sa[illegible]rs' Civil Relief Act of 1940 and Amendment thereto of October 6, 1942

LIBER 98 PAGE 421

Irving H. Mezger, Attorney

named in Mortgage

vs.

Norman Brown and Katherine

M. Brown, his wife

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

Equity No. 11,747

~~DOCKET~~ ~~XXXX~~

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared John P. Helmer, President of the Arundel Federal Savings and Loan Association of Baltimore City and made oath in due form of law that he (she) knows the defendant herein, and that to the best of his (her) information, knowledge and belief

(1) said defendant is not in the military service of the United States,

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

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

(4) said defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for military service.

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

By: John P. Helmer

John P. Helmer, *Affiant.*
President

Subscribed and sworn to before me this 4th day of June 1956

E. Jane Rusinek

E. Jane Rusinek, *Notary Public*

My Commission Expires May 6th, 1957.

FILED

1956 JUN -6 AM 9:00

8

LIBER 98 PAGE 422 STATEMENT OF MORTGAGE CLAIM

Irving H. Mezger, Attorney

named in Mortgage

vs.

Norman Brown and Katherine M. Brown, his wife.

IN THE

CIRCUIT COURT

— OF —

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

Equity No. 11,747

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage		$11,000.00
Less - Total amount paid on account of Principal	$339.04	
Less - Credit Expense Account	23.29	362.33
Net Balance		10,637.67
Plus accumulated interest to June 30th, 1956 (with interest thereafter at rate of 6% per annum)		106.88
Total Amount of Mortgage indebtedness		$10,744.55

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

By: Henry C. Bourke
Henry C. Bourke, Jr., Treasurer

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 4th day of June in the year nineteen hundred and fifty-six, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Henry C. Bourke, Jr., Treasurer of the Arundel Federal Savings and Loan Association of Baltimore City

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

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1956 JUN -6 AM 9:00

As witness my hand and Notarial Seal.

E. Jane Ruszinek

My Commission Expires May 6th, 1957. E. Jane Ruszinek, *Notary Public.*

9

Jud. 14042.

MORTGAGEE OR ATTORNEYS' BOND LIBER 98 PAGE 423 No. 90-312683-J

No. 11,747 Equity

Know all Men by these Presents:

THAT WE H. Allen Mezger

of 200 W. Saratoga Street, Baltimore 1, Maryland

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Eleven Thousand and 00/100 - - - - - - - - - - - - - - - - - ($11,000.00) - - *Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this* 6th *day of* June *in the year of our Lord nineteen hundred and* fifty-six.

WHEREAS, the above bounden H. Allen Mezger *by virtue of* Order of Circuit Court of Anne Arundel County passed May 22, 1956 and *power contained in mortgage from* Norman Brown and Katherine M. Brown, his wife

to Arundel Federal Savings and Loan Association

dated June 30, 1953 *and recorded in Liber* mm

No. 765 *folio* 572 *etc., one of the Land Record Books of* Anne Arundel County *is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said* H. Allen Mezger *is about to execute the power vested in him as aforesaid and in said mortgage;*

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

Signed, sealed and delivered in the presence of

Elaine E. Seeger
Elaine E. Seeger

H. Allen Mezger [SEAL]

[SEAL]

MARYLAND CASUALTY COMPANY

By Joseph F. Howell, Attorney-in-fact

ATTEST:

D.V. Kammerer
D.V. Kammerer

FILED
1956 JUN -6 AM 9:01

Bond approved and fld.
George T. Cromwell
6/6/56

10

LIBER 98 PAGE 424

STATE OF MARYLAND, Baltimo[illegible]ty, sct:

KNOW ALL MEN BY THESE PRESENTS: That **MARYLAND CASUALTY COMPANY**, a corporation of the State of Maryland, does hereby constitute and appoint Vandervoort Rand, Joseph F. Howell, Ralph C. Holliday and Roberta H. Taylor, each with full power to act alone, its Attorneys-in-Fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in any court in the State of Maryland, and it does hereby declare that all such bonds signed and executed by any one of the aforesaid Attorneys-in-Fact shall be binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said **MARYLAND CASUALTY COMPANY** duly affixed by its Vice-President and attested by its Assistant Secretary, this 30th day of January, 1951.

MARYLAND CASUALTY COMPANY

Attest: D. W. VAUTHIER
Assistant Secretary

By: HARRY C. MICHAEL
Vice-President

I HEREBY CERTIFY that the above is a correct and true copy of the original Power of Attorney and that the same is on this 5th day of June 19 54 in full force and effect.

MARYLAND CASUALTY COMPANY

D. W. Vauthier, Assistant Secretary.

//

Jud. 14042.

Additional
MORTGAGEE OR ATTORNEYS' BOND

LIBER 98 PAGE 425

No. 11,747 Equity

Know all Men by these Presents:

THAT WE H. Allen Mezger

200 W. Saratoga Street,

of Baltimore 1, Maryland

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Seven Hundred and 00/100 ($ 700.00) . . . . . *Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this* 6th *day of* June *in the year of our Lord nineteen hundred and* fifty-six.

WHEREAS, the above bounden H. Allen Mezger, substitute attorney named in mortgage by virtue of Order of Circuit Court of Anne Arundel County passed May 22, 1956 and *a power contained in mortgage from* Norman Brown and Katherine M. Brown, his wife

to Arundel Federal Savings & Loan Association

dated June 30, 1953 *and recorded in Liber* JHH *No.* 765 *folio* 572 *etc., one of the Land Record Books of* Anne Arundel County *is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said* H. Allen Mezger *is about to execute the power vested in him/in said mortgage;* as aforesaid and

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

Signed, sealed and delivered in the presence of

Elaine E. Seeger
Elaine E. Seeger

H. Allen Mezger [SEAL]

[SEAL]

MARYLAND CASUALTY COMPANY

By Vandervoort Rand
Vandervoort Rand,
Attorney-in-fact

ATTEST:

L. Pill
L. Pill

Approved this 15 June, 1956
George T. Cromwell, Clerk.

FILED
1956 JUN 15 AM 10:56

12

STATE OF MARYLAND, Baltimor ty, sct:

KNOW ALL MEN BY THESE PRESENTS: That **MARYLAND CASUALTY COMPANY**, a corporation of the State of Maryland, does hereby constitute and appoint Vandervoort Rand, Joseph F. Howell, Ralph C. Holliday and Roberta H. Taylor, each with full power to act alone, its Attorneys-In-Fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in any court in the State of Maryland, and it does hereby declare that all such bonds signed and executed by any one of the aforesaid Attorneys-in-Fact shall be binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said **MARYLAND CASUALTY COMPANY** duly affixed by its Vice-President and attested by its Assistant Secretary, this 30th day of January, 1951.

MARYLAND CASUALTY COMPANY

By: HARRY C. MICHAEL
Vice-President

Attest: D. W. VAUTHIER
Assistant Secretary

I HEREBY CERTIFY that the above is a correct and true copy of the original Power of Attorney, and that the same is on this 6th day of June 19 56 in full force and effect.

MARYLAND CASUALTY COMPANY

D. W. Vauthier, Assistant Secretary.

13

Irving H. Mezger, Attorney named in Mortgage	*	IN THE CIRCUIT COURT
vs.	*	FOR
Norman Brown and Katherine M. Brown, his wife	*	ANNE ARUNDEL COUNTY Equity No. 11,747

* * * * * * * * * *

CERTIFICATION

We hereby certify, that on the 11th day of June, 1956, we sold at public auction for the highest price obtainable to Emil L. Hittle and Anna R. Hittle, his wife, - - - - - - - - - - - - - - the property described as follows:

BEGINNING for the same at a pipe set at the intersection of the third line of the conveyance from Clarence Warfield to Paul B. Thompson and wife, by deed dated March 3rd, 1936, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 147, folio 213, which said point of beginning is measured at right angles Twenty (20) feet from the center of said highway and Southwesterly Seven and Four Tenths (7.4) feet from the center of a corner fence post; thence leaving the Crain Highway and with said third line and line fence North Eighty-One (81) degrees Twenty-Six (26) minutes East Two Hundred Eighty-Four and Three Tenths (284.3) feet to a pipe; thence leaving the outlines and closely paralleling a fence the following South Ten (10) degrees Seven (7) minutes East One Hundred Fifty-Eight and Fifteen One-Hundredths (158.15) feet to a pipe South Seventy-Six (76) degrees Forty-One (41) minutes West One Hundred Thirty-Eight and Nine Tenths (138.9) feet to a pipe South Twenty (20) degrees Seven (7) minutes East One Hundred Fifteen (115) feet to a spike in a corner fence post and South Seventy-Five (75) degrees Fifty-Two (52) minutes West One Hundred Fifteen and Nine Tenths (115.9) feet to the East side of the Crain Highway; thence paralleling the center of said highway and distant Twenty (20) feet measured at right angles from the center of same North Nineteen (19) degrees Forty (40) minutes West Two Hundred Ninety-Six (296) feet to the place of beginning. Containing One and Thirty-Three One-Hundredths (1.33) acres more or less. TOGETHER WITH the right to use for ingress and egress the private road located on the Southernmost side of the property herein described,

at and for the price of Eleven Thousand Seven Hundred ($11,700.00) Dollars.

In Testimony Whereof, the said body corporate has affixed its corporate seal hereto and has caused these presents to be signed by John M. Miller, Jr., its Vice - President.

E. T. Newell & Co., Inc., Auctioneers

By: _____
John M. Miller, Jr., Vice-President

I/We hereby certify that I/we purchased the above described property at and for the price of $11,700.00.

_____
Emil L. Hittle

_____
Anna R. Hittle

FILED
1956 JUN 15 AM 10:56

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

14

Irving H. Mezger, Attorney named in Mortgage	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY Equity No. 11,747
vs.	*	
Norman Brown and Katherine M. Brown, his wife.	*	

* * * * * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of H. Allen Mezger, Substituted Attorney, of the mortgage from Norman Brown and Katherine M. Brown, his wife, to the Arundel Federal Savings and Loan Association of Baltimore City, filed in these proceedings respectfully shows:

That under the power and authority granted in said mortgage to make sale of the fee simple property therein described, default having occurred under said mortgage, after giving bond with security for the faithful discharge of his duties and having given at least twenty (20) days' notice of the time, place, manner and terms of the sale by advertisement inserted in the "Maryland Gazette," a newspaper published in the County of Anne Arundel, Maryland, said H. Allen Mezger, Substituted Attorney, did, pursuant of said notice, on Monday, June 11th, 1956 at 2:30 o'clock p.m. attend on the premises and then and there sold at public auction, all that lot of ground located in the Third Election District of Anne Arundel County, Maryland, and more particularly described in said mortgage, together with the improvements thereon, in fee simple, to Emil L. Hittle and Anna R. Hittle, his wife, who was then and there the highest bidder at and for the sum of Eleven Thousand Seven Hundred ($11,700.00) Dollars, a deposit of One Thousand ($1,000.00) Dollars having been made at the time of sale, the balance of the purchase price with interest at the rate of Six per cent (6%) per annum to be paid upon ratification of said sale and all expenses to be adjusted to date of sale.

H. Allen Mezger, Substituted Attorney

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 11th day of June, in the year 1956, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City aforesaid, personally appeared H. Allen Mezger, Substituted Attorney, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true and correct and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

FILED

1956 JUN 15 AM 10:56

My Commission Expires 5/6/57.

G. Norman Meddinger Notary Public

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

15

LIBER 98 PAGE 429

ORDER NISI

Irving H. Mezger,
Attorney named in Mortgage

versus

Norman Brown and
Katherine M. Brown, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,747 Equity

Ordered, this 15 day of June, 1956, That the sale of the Property in these Proceedings mentioned, made and reported by H. Allen Mezger, Substituted Attorney, ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 23 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 23 day of July next.

The report states that the amount of sales ~~to be~~ was $ 11,700.00.

George T. Cromwell, Clerk.

True Copy.

TEST: Clerk.

(Final Order)

Filed 15 June, 1956, at 10:56 a. m.

Irving H. Mezger,
Attorney named in Mortgage

versus

Norman Brown and
Katherine M. Brown, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 2d day of August, 1956, that the sale made and reported by the ~~Trustee~~ Substituted 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~~ Substituted Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

FILED
1956 AUG -2 PM 4:58
~~1956~~ AUG -2 PM 4:58

16

LIBER 98 PAGE 430

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. 11,747 EQUITY

IRVING H. MEZGER,
Attorney Named in Mortgage,
versus
NORMAN BROWN and
KATHERINE M. BROWN, his wife.

Ordered, this 15th day of June, 1956, That the sale of the Property in these Proceedings mentioned, made and reported by H. Allen Mezger, Substituted Attorney, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 23rd 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 23rd day of July next.

The report states that the amount of sale was $11,700.00.

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

jy-12

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 18, 1956

We hereby certify, that the annexed

Order Nisi Sale

Eq. 11,747

Norman Brown

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 23rd day of July, 1956. The first insertion being made the 21st day of June, 1956

THE CAPITAL-GAZETTE PRESS, INC.

By D. Tilghman

FILED
1956 AUG -1 PM 2:39

No. M.G. 65

17

LIBER 98 PAGE 431

In the Case of

Irving H. Mezger,
Attorney named in Mortgage
vs.
Norman Brown
and
Katherine M. Brown, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,747 Equity

To the Honorable, the Judges of said Court:

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

September 18, 1956

All of which is respectfully submitted.

Laura K. Jicklin
Auditor.

FILED

1956 SEP 21 PM 2:52

18

Dr. Irving H. Mezger, Attorney named in Mortgage, and Katherine Brown, his wife vs. Norman Brown in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	385	28	435	28
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	32	75		
Auditor - stating this account	18	00	60	75
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	57	52		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	12	50		
Maryland Casualty Co. - bond premiums	46	80		
E. T. Newell & Co. - auctioneer's fee	100	00		
One-half Federal documentary stamps	6	60		
One-half State documentary stamps	6	60		
G. Norman Meddinger - notary fee		50	244	52
To Arundel Federal Savings & Loan Ass'n of Baltimore City, mortgagee - in full for mortgage claim filed	10,744	55	10,744	55
To State of Maryland - Retail Sales Tax Division - this balance on account judgment claim in #4938 Law	436	07	436	07
			11,921	17
Amount of judgment claim -#4938 Law, viz: Principal	2,032	36		
Interest from 12/14/56 to 6/11/56 - 180 days	60	96		
Court costs	2	00		
Costs of fi. fa. (4/8/54)	2	50		
Total	2,097	82		
Cr. Amount allowed above	436	07		
Balance due	1,661	75		

19

with H. Allen Mezger, Substituted Attorney Cr.

1956				
June	11	Proceeds of Sale	11,700 00	
		Interest on deferred payment of $10,700. - 2 months 20 days	142 66	11,842 66
		Refund 1956 State and County taxes ($141.33) - 6 months 20 days	78 51	78 51
				11,921 17

20

ORDER NISI LIBER 98 PAGE 434

Irving H. Mezger,

Attorney named in Mortgage

VERSUS

Norman Brown

and

Katherine M. Brown, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,747 Equity.

ORDERED, This 21st day of September, 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 29th 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 29th day of October next.

Filed 1956 Sep 21 Pm 2:52

George J. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 31st day of October, 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 NOV -1 PM 12:15

OFFICE OF

Maryland Gazette

LIBER 98 PAGE 435 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 11,747 EQUITY

Irving H. Menger,
Attorney named in Mortgage
Versus
Norman Brown and
Katherine M. Brown, his wife

Orderd, this 21st day of September, 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 29th 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 29th day of October next.

GEORGE T. CROMWELL, Clerk,
True Copy. TEST:
GEORGE T. CROMWELL, Clerk,
O-11

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 31, 1956

We hereby certify, that the annexed

Order Nisi Eq. 11,747
Auditor accounts
Norman Brown

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 29th day of October, 1956. The first insertion being made the 27th day of September, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M.G. 5784 1956 OCT 31 PM 3:06

LIBER 98 PAGE 436

Steven J. Everd and Margaret Everd, his wife	*	IN THE
	*	CIRCUIT COURT
VS	*	of
	*	ANNE ARUNDEL COUNTY
The Alabama Realty Co The Overland Realty Co and any and all persons who may be or have any interest in the hereinafter proceedings.	*	(In Equity) No. 11,822

To the Honorable, the Judge of said Court;

Your Orators complaining by Sweetser Linthicum, Solicitor, respectfully represants;

1. That on November 14, 1933, Albert Hodges, Treasurer and Collector of Taxes for the State of Maryland and for Anne Arundel County by virtue of the power and authority vested in him by the Public Locak Laws relating to the sale of property for non payment of taxes assessed against said property, sold to the County Commissioners of Anne Arundel County the hereinafter described lots of ground in fee simple and described as follows; All those 1930 lots on the Plat of Boulevard Park recorded in Plat Records G.W. No. 1 folio 98 - new Plat Book No.13 folio 36 as described in a deed dated August 23,1929 from Rose Bldg and Loan Assn and Alice B. Drummond and husband to Overland Realty Company, said deed recorded in Liber F.S.R. No. 61 folio 39 etc.
2. That the following lots from the above sale became vested in the plaintiffs by deed dated May 8,1956 and recorded in Liber G.T.C. No. 1025 folio 66 etc to wit; Lots 19 to 51 inclusive and 70 to 113 inclusive in Section 32- Lots 1 to 65 inclusive in Section 33- Lots 30 to 73 inclusive in Section 35- Lots 1 to 14 inclusive in Section 44 making 200 lots in all.
3. That the original Certificate of the aforesaid Tax Sale is attached hereto and prayed to be taken as part hereof and marked Exhibit No. 1.
4. That although the period of one year and one day has expired since the aforesaid sale, the lots herein have not been redeemed.

FILED

1956 JUL 20 PM 12:45

by any party in interest, and the present proceedings to foreclose the right of redemption is brought within two years from the date of the issuance of the Tax Certificate.

5. That the amount of money necessary for the redemption of said lots is the purchase price plus interest at 6% and all taxes and also all taxes and County Charges and liens accruing from the date of the sale of said lots to the date of redemption and also the taxes and charges accruing subsequent to the date of the sale of said lots with interest and penalties and also the total disbursements made by the Plaintiffs herein, the prsent holders of the Tax Certificate or by their predecessors in accordance with Chapter 761 of the Acts of 1943 and acts mandatory thereto.

6. That the Alabama Realty Company and The Overland Realty Company are no longer in existence and the Charters of both have been forfeited, and the Directors if any living are unknown.

To the end thereof ;

1. That Your Honorable Court pass a final decreevesting in the Plaintiffs, Steven J. Everd and Margaret Everd, his wife, an indefeasible title in fee simple in and to the lots herein described and referred to and to bar all rights of redemption and foreclose all prior or subsequent alienations and descents of the said property herein described and all enoumbrances herein except any property assessmentsto whioh said property is subject, taxes and other County liens accruing subsequent to the aforesaid tax sale.

2. That an Order of Publication be issued against the Defendants and any and all persons claiming any rights or interest in the above proceedings and in the lots set forth in the Certificate of Tax Sale to show cause if any they have why the relief as prayed should not be granted and to answer the Bill of Complaint and abide by the Orders and Decrees of this Court.

And as in duty bound etc/

Sweetser Linthicum

Sweetser Linthicum
Solicitor for Plaintiffs

Steven J. Everd

Plaintiff

STEVEN J. EVERD

State of Maryland, Balto. City — , to wit:

I hereby certify that on this 19th day of July in the year one thousand nine hundred fifty six before me the subscriber a Notary Public in and for the State and ~~County~~ City aforesaid, personally appeared Steven Everd, one of the Plaintiffs, and made oath in due form of law that the matters and facts herein contained are true to the best of his knowledge and belief.

Eurith L Lohmuller
Notary Public

EURITH L. LOHMULLER

Steven J. Everd and Margaret Everd his wife	*	IN THE
	*	CIRCUIT COURT
	*	Of
VS	*	ANNE ARUNDEL COUNTY
The Alabama Realty Co The Overland Realty Co. and any and all persons who maybe or have any interest in the hereinafter proceedings.	*	(In Equity) No 11,822

Order of Publication.

The object of this Proceeding is to secure the foreclosure of all rights of redemption in the following described property in the Third Election District in Anne Arundel County sold by Albert Hodges, Treasurer of Anne Arundel County and Collector of State and County Taxes for Anne Arundel County.

Exhibit 1.

All those two hundred lots described as follows;

Lots 19 to 51	inclusive	in	Section	32
Lots 70 to 113	"	"	"	32
Lots 1 to 65	"	"	"	33
Lots 30 to 73	"	"	"	35
Lots 1 to 14	"	"	"	44

on the Plat of Boulevard Park Recorded in Plat Records G.W.No.1 folio 98 and now in Plat Book folio

It is thereupon this 20th day of July 1956 by the Circuit Court of Anne Arundel County, Ordered; That Notice be given by the insertion of a copy of this Order in one newspaper in Anne Arundel County, once a week for four successive weeks, warning all persons interested in the properties aforesaid to be and appear in this Court by the 26th day of September 1956 and redeem the properties in the Bill of Complaint or thereafter a final decree will be rendered foreclosing all rights of redemption in the said properties and vesting in the Plaintiffs a title free and clear of any encumbrances.

Passed for Publication this
20th day of July 1956
George T. Cromwell, Clerk

LIBER 98 PAGE 440 Exhibit No 1 no 11,822 Equity

Nº 2973 CERTIFICATE OF TAX SALE

I, Joseph H. Griscom Sr., Successor to C. Albert Hodges Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October Nov 14, 1933, I sold to A. A. Co. Comm at public auction for the sum of $300 00/100 Dollars ~~and~~ ~~Cents~~, of which all ~~Dollars~~ has been paid ~~as a deposit~~ on the property in 3 District described as 1930 Lots on Plat of Boulevard Park Being the identical lots in deed dated August 23, 1929 from Rose Bldg and Loan Assn and Alice B. Drummond and husband to Overland Realty Co. Recorded In Liber F.S.R. No. 61 folio 39 etc

and assessed to The Overland Realty Company

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 27 day of June 1956

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 27 day of October, June 1956, 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

FILED
1956 JUL 20 PM 12:45

5

IN THE CIRCUIT COURT
OF ANNE ARUNDEL COUNTY
(Equity)
No. 11,822
STEVEN J. EVERD and
MARGARET EVERD, his wife,
vs.
THE ALABAMA REALTY CO.,
THE OVERLAND REALTY CO.,
and any and all persons who may
be or have any interest in the here-
inafter proceedings.

Order Of Publication

The object of this Proceeding is to secure the foreclosure of all rights of redemption in the following described property in the Third Election District in Anne Arundel County sold by Albert Hodges, Treasurer of Anne Arundel County and Collector of State and County Taxes for Anne Arundel County.

Exhibit 1

All those two hundred lots described as follows:

Lots 19 to 51 inclusive in Section 32.
Lots 70 to 113 inclusive in Section 32
Lots 1 to 65 inclusive in Section 33
Lots 30 to 73 inclusive in Section 35
Lots 1 to 14 inclusive in Section 44
on the Plat of Boulevard Park Recorded in Plat Records G.W. No. 1, folio 98 and now in Plat Book folio .

It is thereupon this 20th day of July, 1956, by the Circuit Court of Anne Arundel County, ORDERED; That Notice be given by the insertion of a copy of this Order in one newspaper in Anne Arundel County, once a week for four successive weeks, warning all persons interested in the properties aforesaid to be and appear in this Court by the 26th day of September, 1956, and redeem the properties in the Bill of Complaint or thereafter a final decree will be rendered foreclosing all rights of redemption in the said properties and vesting in the Plaintiffs a title free and clear of any encumbrances.

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

a-16

FILED

No. 11822 1956 OCT 1 AM 2:05

6

OFFICE OF

Maryland Gazette

LIBER 98 PAGE 441

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 12, 1956

We hereby certify, that the annexed

Order Publishing
Equity 11,822 Property
Steven J. Everd

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 26th day of September, 1956. The first insertion being made the 26th day of July, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By [illegible]

Steven J Ewed
et al

LIBER 98 PAGE 442

No. 11822 ~~DIVORCES~~ - - EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

vs.

The Alabama Realty Co
et al

DECREE PRO CONFESSO

The respondents, The Alabama Realty Co. and others after order of publication duly published, ~~(or served)~~ (having been duly summoned), having failed to appear to the bill of complaint and answer same according to the command of the said order of publication ~~(or writ of summons)~~.

It is, thereupon, this 1st day of October 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 said respondents.

~~And it is further ordered that leave is hereby granted to the complainant to take testimony before any one of the standing Examiners of this Court in support of the allegations of the said bill upon giving due notice to the respondent of the time and place of taking of testimony.~~

Benjamin Michaelson
Judge

1

FILED
1956 OCT -2 PM 12:35

LIBER 98 PAGE 443

Steven J. Everd and Margaret Everd, his wife	*	IN THE
VS	*	CIRCUIT COURT
	*	of
The Alabama Realty Co. The Overland Realty Co and any and all persons who may be or have any interest in the herein after proceedings.	*	ANNE ARUNDEL COUNTY.
	*	(IN EQUITY)
	*	No. 11822

Final Decree.

The above cause being submitted, no cause to the contrary having been shown it is therefor Ordered and Decreed this 2d day of November 1956 by the Circuit Court of Anne Arundel County That the title to the following lots to wit ;

All those two hundred lots described as follows;

Lots	19 to 51	inclusive	in Section	32
Lots	70 to 113	"	" "	32
Lots	1 to 65	"	" "	33
Lots	30 to 73	"	" "	35
Lots	1 to 14	"	" "	44

on the Plat of Boulevard Park Plat records G.W. No 1 folio 98 and now Plat Book No. folio

be and they are vested in the plaintiffs in fee simple free of all rights of redemption and free and clear of any encumbrances.

And it is further ordered that the petitioners pay the costs of these proceedings.

Benjamin Underwood
Judge

FILED
1956 NOV -3 AM 10:58

LIBER 98 PAGE 444

Cynthia Lee Wilder, infant, and Cynthia Marguerite Piercy, infant, by Timothy Harris, their grandfather and next friend, c/o Box 477, Whitehall Beach, Annapolis, Md.	:	No. 11,439 Equity
vs.	:	In the Circuit Court for Anne Arundel County
Joseph Wilder, 33 Taylor Street, Annapolis, Maryland, and Noah A. Hillman, Executor and Trustee of the estate of Louis Bloom, deceased, Md. Hotel, Annapolis, Md.	:	

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

BILL OF COMPLAINT

To the Honorable, the Judge of said Court:

Your Oratrices, humbly complaining, say:

1.

That Marguerite Harris Piercy and Joseph Wilder purchased from Louis Bloom, widower, a tract of land in the Sixth Election District of Anne Arundel County, in the City of Annapolis, improved by houses Nos. 29, 33, 35 and 37 Carroll's Alley, now known as Taylor Street, said deed being dated November 3rd, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 602, folio 99, 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 of complaint.

2.

That at the time of the purchase of the aforesaid property Joseph Wilder and Marguerite Harris Piercy, in said deed named Marguerite Wilder, gave unto Louis Bloom a mortgage for the sum of $3400, said mortgage being dated November 3rd, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 602, folio 102, a certified copy of said mortgage being filed herewith as Plaintiffs' Exhibit No. 2 and is prayed to be taken as part and parcel of this bill of complaint, upon which there is a small balance of $ due and owing.

Filed 5 Aug., 1955.

3.

That by decree dated June 9th, 1955, this Honorable Court in No. 11076 Equity, determined said Joseph Wilder and the Plaintiffs held the said realty as tenants in common, said infant plaintiffs holding a one-half undivided interest and the defendant Joseph Wilder holding a one-half undivided interest, the infant plaintiffs having acquired their one-half interest by virtue of the death of their mother Marguerite Piercy, a certified copy of said decree being filed herewith as Plaintiffs' Exhibit No. 3.

4.

That the said realty cannot be divided in kind without material loss or injury.

5.

That no letters of administration were ever taken out on the estate of Marguerite Harris Piercy.

To the end, therefore:

1. That the Court may decree a sale of the aforesaid real estate and that the proceeds arising therefrom may be divided amongst the parties entitled thereto according to their respective interest.
2. That a ninety day notice to creditors may be issued on the estate of Marguerite Harris Piercy at the time of the rendition of the decree for the sale.
3. And for such other and further relief as their case may require.

And as in duty bound, etc.

George B. Woelfel

George B. Woelfel
Solicitor for Plaintiffs
9-11 School Street
Annapolis, Maryland.

LIBER 98 PAGE 446

LIBER 92 PAGE 384

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

THIS DEED made this 3rd day of November, in year Nineteen Hundred and Fifty, by and between Louis Bloom, widower, party of the first part, hereinafter called "Grantor"; and Joseph Wilder and Marguerite Wilder, his wife, parties of the second part, hereinafter called "Grantees", all of Anne Arundel County, State of Maryland.

WITNESSETH: That for and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable considerations, the receipt whereof in full is hereby acknowledged, the said Grantor does hereby grant and convey unto the said Grantees, as tenants by the entireties, their heirs and assigns, in fee simple,

Pl. 44

ALL that lot or parcel of land situate, lying and being in the City of Annapolis, State of Maryland, and described as follows:

1st. Beginning for the same, now known as Nos. 29, /at a point 218.2 feet from the south intersection of said Carroll St. 33, and 35, Carroll Alley/ and East Street, - said point of beginning also being the division line of the property heretofore conveyed to the said Louis Bloom and wife by Clarence C. Evans and wife by deed dated August 12, 1919, recorded among the aforesaid Land Records in Liber W.N.W. No. 11, folio 278, and the property hereby conveyed, - and running form thence with said division line southwesterly 42 feet; thence southeasterly 56.1 feet; thence northeasterly 36.25 feet to the southwest side of said Carroll Alley; thence with the southwest side of said Carroll Alley northwesterly 56 feet to the point of beginning; excepting therefrom such property as is being conveyed by said Grantor to one Laura Harris, by separate deed, which property is known as 31 Carroll Alley.

Being part of the property which was conveyed to said Louis Bloom and Pauline Bloom, his wife, now deceased, by deed dated March 5, 1920, fromSara R. Butler, et al, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. folio 297.

Pl. Ex 1
Refiled 15 Dec, 1955

Plaintiffs' Exhibit No. 1

#3 Refiled 14 Apr, 1955 Filed 24 July, 1954 Refiled 5 Aug, 1955

2nd. Beginning at a point in the Southeast building line of Carroll Alley, and distant in a Northwesterly direction from the intersection of Market Space and Carrolls Alley 263 feet 4 3/4 inches; and thence with the Southwest building line of Carroll Alley Northwesterly 13 feet 4 inches; and thence Southwesterly 42 feet; thence Southeasterly 13 feet 4 inches and then Northeasterly 42 feet to the beginning; now known as 37 Taylor Street.

Being the same property which was conveyed by Clarence C. Evans and wife to Louis Bloom and Pauline Bloom, his wife (now deceased), August 12, 1919 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 11, folio 278.

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

TO HAVE AN TO HOLD the above described properties unto and to the proper use and benefit of the said parties of the second part, as tenants by the entireties, their heirs or assigns, forever, in fee simple,

AND the said party of the first party hereby covenants that he will execute such other and further assurances of the same as may be necessary.

Witness hand and seal of said Grantor:

TEST:

s/ Samuel Schenker
Samuel Schenker

s/ Louis (X) Bloom (SEAL)
his mark

Louis Bloom
(X)

s/ Bert E. Schenker
Bert E. Schenker

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

I Hereby certify that on this 3rd day of November, 1950, before me the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Louis Bloom and acknowledged the foregoing deed to be his act.

64

LIBER 98 PAGE 448

LIBER 92 PAGE 386

Witness my hand and Notarial Seal:

s/Samuel Schenker
Samuel Schenker Notary Public

(Notarial Seal)

my commission expires May 7, 1951

Recorded-1st-Dec.-1950-at-3:15-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. 602, folio 99, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 29th day of July A.D. 1954.

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

#5

THIS MORTGAGE, Made this Third day of November in the year nineteen hundred and Fifty by and between Joseph Wilder and Marguerite Wilder, his wife Mortgagors of Anne ArundelCounty in the State of Maryland, of the first part, and Louis Bloom, widower Mortgagee, of the second part.

WHEREAS the said mortgagors have purchased the hereinafter described property from the said mortgagee and leaving a balance thereon of thirty four hundred dollars ($ 3400.00) and

WHEREAS in order to secure the sum of said $ 3400.00 with interest at six per cent (6%) payable at Eighty dollars ($ 80.00) per month to include accrued interest and the first payment to be made on the third day of December, 1950 with the right on the part of the said mortgagors to pay larger installments or to pay entire balance on any payment date.

Provided that the principal shall abate upon the payment of each $ 100.00 of the principal and further provide that this Mortgage shall not be assigned without the consent of the Mortgagee.

Wherefore these presents are executed.

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 Mortgagee his heirs and assigns, in fee simple, all lots or parcel of ground situate and lying in County, aforesaid, and described as follows:

Lots known as 29,33,35, and 37 Taylor Street, Annapolis Maryland, and more particulary described in a deed of even date herewith and recorded, or intended to be recorded, immediately prior hereto from the said Mortgagee to said mortgagors.

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

Pl. Ex. 3
Refiled: 15 Dec 1955

Plaintiffs' Exhibit No. 2
Refiled 14 Apr., 1956 Filed 29 July 1954 Refiled 5 Aug., 1953

#6

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of Louis Bloom, his heirs and assigns, forever.

PROVIDED, that if the said mortgagor, her heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of One thousand----------Dollars, and all interest thereon accured, 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 for themselves, 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 mortgagee his 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

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in Anne Arundel County, and such other notice as by the said Mortgagee, his personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of one hundred dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, his personal representatives and assigns under this Mortgage, whether the same shall have been matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors, their personal representatives or assigns, or to whoever may be entitled to the same

And the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court Costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs, and commission the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, his personal representatives or assigns, or 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

10 8

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 repesentatives 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, his personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Thirty four hundred----------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, his personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, his personal representatives and assigns.

WITNESS the hand and seal of the said Mortgagors

Test: : s/Joseph Wilder (SEAL)
Joseph Wilder

: s/ Marguerite Wilder (SEAL)
s/ Samuel Schenker Marguerite Wilder
Samuel Schenker :

: _____(SEAL)

_____(SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I Hereby Certify that on this Third day of November in the year ninteen hundred and fifty before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Joseph Wilder and Marguerite Wilder, 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 Louis Bloom, Mortgagee and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

Witness my hand and notarial seal.

(Notarial Seal) s/ Samuel Schenker
Samuel Schenker, Notary Public

Recorded-1st-Dec.-1950-at-3:15-P.M.

LIBER 98 PAGE 453
LIBER 92 PAGE 391

STATE OF MARYLAND, ANNE ARUNDEL COUNTY SCT.,

I HEREBY CERTIFY, that the foregoing Mortgage is truly taken and copied from Liber J.H.H. No. 602 folio 102, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 29th day of July A.D. 1954.

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

Ht 10

Cynthia Lee Wilder, infant, and Cynthia Marguerite Piercy, infant, by Timothy Harris, their grandfather and next friend	:	No. 11,076 Equity
	:	In the
	:	Circuit Court
vs.	:	for
Joseph Wilder and Noah A. Hillman, Executor and Trustee of the estate of Louis Bloom, deceased.	:	Anne Arundel County

: : : : : : : : :

DECREE

This cause coming on for hearing, testimony was taken in open court, counsel were heard and the proceedings were read and considered by the court;

It is thereupon this 9th day of June, in the year 1955, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the deed dated November 3rd, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 602, folio 102, from Louis Bloom, widower, to Joseph Wilder and Marguerite Wilder, his wife, as tenants by the entireties, be, and the same is hereby decreed a nullity and it is further ADJUDGED, ORDERED and DECREED that the tenancy by said deed created be, and the same is hereby adjudged a tenancy in common in moiety: that is, that the said Joseph Wilder and Marguerite Piercy, their heirs and assigns, each held an one-half undivided interest in the whole.

And it is further ADJUDGED, ORDERED and DECREED by the authority aforesaid that said Joseph Wilder be, and he is hereby directed to file an accounting of all the rents and profits he has collected since he ousted Timothy Harris in April 1954 and that he be allowed credit for the disbursements made on said properties, within the next thirty days.

And it is further ORDERED that the Defendant pay the costs of these proceedings.

James Macgill
Judge

Filed 5 Aug., 1955.

Plaintiff Exhibit No. 3

Cl. Ed. 2
Refiled: 15 Dec 1955

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STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing is a true copy of the Decree filed, in the above entitled case, No. 11,076 Equity, in the Circuit Court 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 5th day of August, 1955.

George T. Cromwell, Clerk

George T. Cromwell

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CYNTHIA LEE WILDER, infant, etc.,	*	IN THE
	*	CIRCUIT COURT
PLAINTIFFS	*	FOR
VS.	*	ANNE ARUNDEL COUNTY
JOSEPH WILDER, et al,	*	
DEFENDANTS	*	NO. 11,439 EQUITY
	*	

* * * * *

ANSWER OF NOAH A. HILLMAN, EXECUTOR AND TRUSTEE OF ESTATE OF LOUIS BLOOM, DECEASED

* * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Noah A. Hillman, Executor and Trustee of the Estate of Louis Bloom, deceased, to the Bill of Complaint, by C. Osborne Duvall his Solicitor.

1. That he admits the allegations of Paragraph No. 1.

2. That he admits the execution of the mortgage, mentioned in Paragraph No. 2, and further states that there is a balance due and owing of one thousand seven dollars and eighty-two cents ($ 1,007.82) with interest thereon from August 1, 1954.

3. That the allegations contained in Paragraph No. 3, being referred to as a matter of record, this Defendant neither admits nor denies.

4. That the allegation of Paragraph No. 4 is neither admitted nor denied.

5. That the allegation of Paragraph No. 5 is neither admitted nor denied.

Filed 11 Aug., 1955.

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WHEREFORE, having answered the Bill of Complaint as fully as he can, this Defendant prays to be dismissed, with costs.

AND, as in duty bound, etc.

Executor and Trustee of Estate
of Louis Bloom, deceased

Solicitor for Executor and Trustee
of Estate of Louis Bloom, deceased,
Defendant

I hereby certify, that on this 11th day of August, 1955, I mailed a copy of the foregoing Answer to George B. Woelfel, Esq., at his law office, 9 School Street, Annapolis, Maryland, Solicitor for Plaintiffs.

Solicitor for Executor and Trustee
of Estate of Louis Bloom, deceased,
Defendant

Cynthia Lee Wilder, infant, and Cynthia Marguerite Piercy, infant, by Timothy Harris, their grandfather and next friend, c/o Box 477, Whitehall Beach, Annapolis, Md.	:	No. 11,439 Equity
	:	In the
	:	Circuit Court
vs.	:	for
Joseph Wilder 33 Taylor Street, Annapolis, Maryland, and Noah A. Hillman, Executor and Trustee of the estate of Louis Bloom, deceased, Md. Hotel, Annapolis, Md.	:	Anne Arundel County
	:	

: :

ANSWER OF JOSEPH WILDER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Joseph Wilder, by Dammeyer and Lyons, his solicitors, shows:

1. That he admits the allegations contained in said paragraph.

2. That he admits the allegations contained in said paragraph.

3. That he admits the allegations contained in said paragraph.

4. That he denies the allegations contained in said paragraph. and demands strict proof of the same.

5. That he admits the allegations contained in said paragraph.

And having fully answered the said bill as fully as he is advised is necessary, he prays that the said bill be dismissed.

And as in duty bound, etc.

Dammeyer and Lyons
Solicitors for Defendent
213 Main Street
Annapolis, Maryland

Copy of the above answer mailed George B. Woelfel 9-11 School Street, Annapolis, Maryland, this 19th day of September, 1955.

Filed 19 Sept, 1955

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Cynthia Lee Wilder, et al c/o Box 477, Whitehall Beach, Annapolis, Maryland	*	No. 11, 439 Equity
	*	IN THE
Vs	*	CIRCUIT COURT
Joseph Wilder, et al 33 Taylor Street, Annapolis, Maryland	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	

****

ANSWER

Now comes the defendant Joseph Wilder, by his solicitor Samuel Schenker, and answer as follows:

1. The respondent admits the allegations of paragraph one.
2. The respondent admits the allegations of paragraph two.
3. The respondent admits the allegations of paragraph three.
4. The respondent denies the allegations of paragraph four and contends that the property can be divided into kinds without material loss or injury, and furthermore that Marguerite Harris Piercy, now deceased, did agree with Joseph Wilder to divide the property in question which consists of four individual houses, so that she would receive No. 35 to 37 Taylor Street, Annapolis, Maryland, and the defendant, Joseph Wilder, should receive 29 and 33 Taylor Street, Annapolis, Maryland.
5. The respondent admits the allegations of paragraph five.
6. And the defendant further answers that Cynthia Lee Wilder, infant had been living with him and Marguerite Harris Piercy while they were together as common-law man and wife until her death, and is now

SAMUEL SCHENKER
ATTORNEY AT LAW
18 SCHOOL STREET
ANNAPOLIS, MARYLAND

Filed 22 Sept, 1955

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in the custody of Timothy Harris and Ida Harris, maternal grandparents, and that they are unqualified to raise said child because of lack of character, lack of education, lack of environment, and for such reason as will be assigned at the time of the hearing, and furthermore the respondent re uests that the custody of Cynthia Lee Wilder be given to Reverend and Mrs. Tyson, 126 Atkins Avenue, Asbury Park, New Jersey, relatives of Joseph Wilder.

Samuel Schenker,
Solicitor for Respondent

I hereby certify, that a copy of this answer to bill of complaint was mailed to George B. Woelfel, 9-11 School Street, Annapolis, Maryland, this 25th day of September, 1955

Samuel Schenker,
Solicitor for Respondent

SAMUEL SCHENKER
ATTORNEY AT LAW
15 SCHOOL STREET
ANNAPOLIS, MARYLAND

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CYNTHIA LEE WILDER, etc.	:	No. 11,439	Equity
	:	In the	
vs.	:	Circuit Court	
	:	for	
JOSEPH WILDER et al.	:	Anne Arundel County	

D E C R E E

This cause coming on for hearing, testimony was taken in open court and the case submitted by counsel for the parties.

And it appearing to the Court that the real estate in these proceedings mentioned cannot be divided in kind without material loss and injury to the parties entitled thereto, it is thereupon this 23rd day of February, 1956, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that George B. Woelfel and Douglas F. Lyons be, and they are hereby, appointed Trustees to make sale of the real estate in these proceedings mentioned, and the course and manner of their proceedings shall be as follows: They shall first file with the Clerk of this Court a bond to the State of Maryland, executed by themselves, and a surety or sureties, to be approved by this Court, in the penal sum of Five Thousand ——— Dollars ($5,000.00), conditioned for the faithful performance of the trust reposed in them by this Decree, or to be reposed in them by any future decree or order in the premises; they shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such newspaper published in the City of Annapolis as they shall think proper, of the time, place, manner and terms of sale, which terms shall be ten percent (10%) of the purchase price in cash on the day of the sale, balance due upon the ratification of sale, or all cash at the option of the purchaser, deferred payments to bear interest at the rate of six (6%) percent and to be secured to the satisfaction of the Trustees; and, as soon as may be convenient after such sale, the said Trustees shall return to this court a full and particular account of their proceedings relative to such sale,

Filed FEB 23 1956

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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 the payment of the whole purchase money (and not before), the said Trustees shall, by a good and sufficient deed or deeds, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, plaintiff and defendant, and those claiming by, from or under them, or either of them; and the said Trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit and such commission to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

John Vaegin
Judge.

No. 11,439 Equity

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICES: NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Douglas F. Lyons and George B. Woelfel ---------- of Anne Arundel County, State of Maryland, as Principals , and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of FIVE THOUSAND DOLLARS ($5,000.00) ---------- current money, to be paid to the said State or its certain attorneys, to which payment well and truly to be made and done 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 3rd day of April , 1956.

WHEREAS, by Decree of the Circuit Court for Anne Arundel County in a cause entitled Cynthia Lee Wilder, et al, Vs. Joseph Wilder, et al, No. 11,349 Equity dated the 23rd day of February, 1956, Douglas F. Lyons and George B. Woelfel were appointed Trustees to make sale of the property described in said proceedings, and the said ---------- Douglas F. Lyons and George B. Woelfel ---------- 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:

Mary M. Hoff

Mary M. Hoff, as to all

Douglas F. Lyons (SEAL)

George B. Woelfel (SEAL)

GLOBE INDEMNITY COMPANY, a body corporate

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

Surety

Bond approved this 4 Apr. 1956.

George J. Cromwell clerk

Filed APR 4 1956

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LIBER 98 PAGE 464

PUBLIC SALE

OF

Houses Nos. 29-33-35-37 Taylor Street

Under and by virtue of a decree of the Circuit Court for Anne Arundel County dated February 23rd, 1956, and passed in a cause therein pending wherein Cynthia Lee Wilder, et al, were plaintiffs, and Joseph Wilder, et al, were defendants, the same being No. 11,439 Equity, the undersigned appointed as Trustees to sell, will offer for sale at public auction at the Court House door in the City of Annapolis, Maryland, on

Tuesday, April 24, 1956

AT 10 O'CLOCK A.M.

All those four lots of ground lying, being and situate on Taylor Street in the City of Annapolis, Maryland, having a frontage on said Street of 14 feet each, more or less, and a depth of 56 feet, more or less.

Being the same lots of ground conveyed by Louis Bloom to Joseph Wilder and Marguerite Wilder, his wife, by deed dated November 3rd, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 602, folio 99.

IMPROVEMENTS: Each lot is improved by a four room house. Being Nos. 29-33-35-37 Taylor Street.

TERMS OF SALE: A deposit of ten percent in cash will be required of the purchaser on the day of sale, balance to be paid in cash upon ratification of sale or all cash at the option of the purchaser. Deferred payment to be secured to the satisfaction of the Trustees and to bear interest at the rate of six percent from the day of sale. Taxes and all other expenses to be adjusted to date of sale.

For further particulars, apply

GEORGE B. WOELFEL and
DOUGLAS F. LYONS, Trustees,
9-11 School Street,
Annapolis, Md.

FILED
1956 APR 24 PM 1:34

Cynthia Lee Wilder et al.
v.s.
Jos. Wilder

No 11439 LIBER 98 PAGE 465 Equity
In the Circuit Court
for
Anne Arundel County

Auctioneer Certificate and Purchasers Agreement

I hereby certify that I have this 24th day of April 1956 sold the within described property to Oscar ~~[illegible]~~ Pronn, at and for the sum of Four thousand one hundred twenty-five ($4,125) Dollars. He being at that figure the highest bidder therefor.

[signature]
Auctioneer.

George B. Moebel
Witness

Purchasers Certificate

I hereby certify that I have purchased the within described property in bar-simple at and for the sum of Four thousand one hundred twenty-five ($4,125) Dollars and I agree to comply with the terms of sale

Oscar Pronn
Purchaser

Witness
George B. Moebel

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1956 APR 24 PM 1:34

LIBER 98 PAGE 466

Cynthia Lee Wilder, et al,	:	No. 11439 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Joseph Wilder, et al.	:	Anne Arundel County
	:	

: : : : : : : : :

REPORT OF SALE

To the Honorable, the Judges of said Court:

The report of George B. Woelfel and Douglas F. Lyons, Trustees, appointed by a decree of this Court, passed in the above entitled cause, dated ~~the~~ February 23rd, 1956, to make sale of certain real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of their trust, and after having complied with all the other prerequisites, as required by law and the said decree, and giving notice of the time, place, manner and terms of sale by advertisements inserted in the Evening Capital, a daily newspaper, printed and published in the City of Annapolis, for at least three successive weeks before the day of sale, they did, pursuant to said notice, attend at the Court House door, in the said City, on the 24th day of April, 1956, at 10 o'clock A.M. and then and there proceeded to sell said property in manner following, that is to say:

Your Trustees offered at public sale to the highest bidder the property mentioned in said decree, situated in the City of Annapolis, on Taylor Street, having a frontage on said Street of 14 feet each, more or less, and a depth of 56 feet, more or less. Being the same lots of ground which were conveyed by Louis Bloom to Joseph Wilder and Marguerite Wilder, his wife, by deed dated November 3rd, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 602, folio 99.

FILED
1956 APR 24 PM 3:08

23

And your Trustees sold the above described property unto Oscar Prann/at and for the sum of Four Thousand One Hundred Twenty-Five ($4125) Dollars, he being at that sum the highest bidder therefor, the terms of said sale being a deposit of ten percent in cash, balance to be paid upon ratification of the sale.

Respectfully submitted,

George B. Woelfel

Douglas F. Lyons, Trustees

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 24th 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 George B. Woelfel and Douglas F. Lyons, Trustees named in the above report of sale, and made oath in due form of law that the matters and things stated in the aforegoing report are true to the best of their knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and seal Notarial.

Mary M. Hoff, Notary Public

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LIBER 98 PAGE 468

ORDER NISI

Cynthia Lee Wilder, et al

versus

Joseph Wilder, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,439 Equity

Ordered, this 24th day of April, 1956, That the sale of the property in these proceedings mentioned made and reported by George B. Woelfel and Douglas F. Lyons, Trustees,

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

The report states that the amount of sale was $ 4,125.00.

George J. Cromwell Clerk.

True Copy.

Filed: 24 Apr. 1956

TEST: Clerk.

(Final Order)

Cynthia Lee Wilder, et al

versus

Joseph Wilder, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 29th day of May, 1956, that the sale made and reported by the Trustees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as they shall produce vouchers for the Auditor.

Benjamin Michaelson Judge.

FILED

1956 MAY 29 PM 3:49

25

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Legal Notices

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
NO. 11,439 EQUITY
CYNTHIA LEE WILDER, et al.
versus
JOSEPH WILDER, et al.

Ordered, this 24th day of April, 1956, That the sale of the property in these proceedings mentioned made and reported by George B. Woelfel and Douglas F. Lyons, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 28th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 28th day of May next.

The report states that the amount of sale was $4,125.00.

GEORGE T. CROMWELL, Clerk,
True Copy, TEST:
GEORGE T. CROMWELL, Clerk.
m-17

FILED
1956 MAY 28 PM 3:39

No. E.C. 11439

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 25, 1956

We hereby certify, that the annexed

Order Nisi Sale

Eq. 11,439

Joseph Wilder

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 28th day of May, 1956. The first insertion being made the 26th day of April, 19____.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Leighton

LIBER 98 PAGE 470

In the Case of

Cynthia Lee Wilder,
infant, et al
vs.
Joseph Wilder
and
Noah A. Hillman, Executor and Trustee
of the Estate of Louis Bloom, deceased

In the

Circuit Court

For

Anne Arundel County

No. 11,439 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.

July 13, 1956

All of which is respectfully submitted.

Laura K. Jacklung
Auditor.

FILED
1956 JUL 20 PM 2:09

Dr. in ac.

Cynthia Lee Wilder, infant, et al vs. Joseph Wilder and Noah A. Hillman, Executor and Trustee of the Estate of Louis Bloom, deceased

To Trustees for Commissions, viz:	154	73	154	73
To Trustees for Court costs, viz:				
Plaintiffs' Solicitor's appearance fee	10	00		
Defendants' Solicitors' appearance fee	10	00		
Clerk of Court - Court costs	51	50		
Jos. W. Alton - Sheriff's costs	2	90		
Irene Hazel - Stenographer's fee	2	50		
Auditor - stating this account	36	00		
Auditor - re-stating account	9	00		
			121	90
To Trustees for Expenses, viz:				
Capital-Gazette Press - advertising sale	32	52		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Capital-Gazette Press -notice to creditors	8	00		
Speer Publications, Inc. - handbills	9	69		
Globe Indemnity Co. - bond premium	20	00		
George W. Scible - auctioneer's fee	75	00		
One-half Federal documentary stamps	2	48		
One-half State documentary stamps	2	47		
Mary M. Hoff - notary fee	1	00		
Clerk of Court - recording release of mortgage	1	00	166	16
To Trustees for Taxes, viz:				
1956 State and County taxes ($52.50 - adjusted to 4/24/56	16	42		
1954 Annapolis City taxes	39	06		
1955 Annapolis City taxes ($37.10) -adj.	30	21	85	69
To Trustees for Benefit Charges, viz:				
Annapolis Water Dept. - metered water from 1/21/56 to 4/24/56	19	50	19	50
To Trustees for Liens, viz:				
Noah A. Hillman, Executor and Trustee of Louis Bloom, deceased - in full for				
mortgage claim $1,007.82				
Interest from 8/1/54 to 7/1/56 115.90				
	1,123	72	1,123	72

BALANCE FOR DISTRIBUTION - $2,485.84				
Distributed in accordance with Decree of Court dated 6/9/55, passed in #11,076 Equity, as follows:				
To Joseph Wilder - one-half		$1,242.92		
LESS				
Court costs to be paid by him in accordance with Decree in #11,076 Equity, viz:				
Clerk of Court - Court costs	$ 77.15			
Remaley Agency - appraisal and testimony	50.00	127.15	1,115	77
Clerk of Court - Court costs in #11,076 Equity (See Decree dated 6/9/55)			77	15
Remaley Agency - appraisal and testimony in #11,076 Equity (Decree 6/9/55)			50	00
To Cynthia Lee Wilder - one-fourth		$621.46		
Less direct inheritance tax		6.21	615	25
To Cynthia Marguerite Piercy- one-fourth		621.46		
Less direct inheritance tax		6.21	615	25
To H. S. Clark, Register of Wills - total direct inheritance tax			12	42
				2,485 84
				4,157 54

with George B. Woelfel and Douglas F. Lyons, Trustees Cr.

1956				
Apr.	24	Proceeds of Sale	4,125 00	
		Interest on deferred payment to 6/14/56	32 54	4,157 54
				4,157 54

LIBER 98 PAGE 474

ORDER NISI

Cynthia Lee Wilder,
Infant, et al

VERSUS

Joseph Wilder
and
Noah A. Hillman, Executor and
Trustee of the Estate of
Louis Bloom, deceased

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,439 Equity.

ORDERED, This 20th day of July, 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 24th day of August next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24th day of August next.

Filed 20 July 1956

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this day of , 19 , that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

ORDER NISI

VERSUS

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. Equity.

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

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

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this day of , 19 , that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

LIBER 98 PAGE 475 OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 13, 1956

We hereby certify, that the annexed

Order Nisi Eq. 11,439

Cynthia Lee Wilder

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 24th day of August, 1956. The first insertion being made the 24th day of July, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. E.C. 5566 1956 SEP -4 PM 2:53

Legal Notices

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
NO. 11,439 EQUITY
CYNTHIA LEE WILDER, Infant, et al

Vs.

JOSEPH WILDER, and NOAH A. HILLMAN, Executor and Trustee of the Estate Of LOUIS BLOOM, deceased.

Ordered, this 20th day of July, 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 24th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24th day of August next.

GEORGE T. CROMWELL, Clerk.

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

8-7

Cynthia Lee Wilder, infant, et al, etc.	:	No. 11,439 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Joseph Wilder, et al.	:	Anne Arundel County
	:	

: : : : : : : : : : :

PETITION TO AMEND DECREE

To the Honorable, the Judges of said Court:

The petition of George B. Woelfel respectfully shows:

1.

That your Petitioner filed the original bill of complaint in this cause and in accordance with the law made and provided, he alleged that no letters of administration were taken out upon the estate of Marguerite Harris Piercy, sometimes known as Marguerite Harris Piercy Wilder, mother of the infant Plaintiffs in this cause and in the prayer for relief he respectfully prayed that the Court, in its decree, would give notice to the creditors of Marguerite Harris Piercy, sometimes known as Marguerite Harris Piercy Wilder, to file their claims with the clerk of the Circuit Court for Anne Arundel County within ninety (90) days after the passage of this order.

2.

That in said decree dated February 23rd, 1956, by which your Petitioner was appointed one of the trustees, notice to the creditors of Marguerite Harris Piercy, sometimes known as Marguerite Harris Piercy Wilder, was omitted.

Wherefore, your Petitioner, prays:

1. That this Honorable Court amend the decree nunc pro tunc in order that the Trustees may give proper notice and clear the title.

And as in duty bound, etc.

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1956 JUL 25 PM 3:15

George B. Woelfel

George B. Woelfel, Petitioner

31

LIBER 98 PAGE 477

Cynthia Lee Wilder, infant, et al, etc.	:	No. 11,439 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Joseph Wilder, et al	:	Anne Arundel County
	:	

: : : : : : : : : :

AMENDED DECREE

This cause coming on for hearing, testimony was taken in open court and the case submitted by counsel for the parties for decree and it now appearing to the court that in the original decree dated February 23rd, 1956, there was omitted the notice to creditors on the estate of Marguerite Harris Piercy, sometimes known as Marguerite Harris Piercy Wilder, mother of the infant plaintiffs,

It is thereupon this 26th day of July, 1956, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the original decree of this court dated February 23rd, 1956, be, and the same is hereby amended as follows:

That the original decree dated as aforesaid, be, and the same is hereby ratified and confirmed in toto;

And it is further ADJUDGED, ORDERED and DECREED by the authority aforesaid that the Trustees in this cause, be, and they are hereby directed to publish once a week for three successive weeks, a notice to creditors on the estate of Marguerite Harris Piercy, sometimes known as Marguerite Harris Piercy Wilder, giving notice to the creditors of the said decedent to exhibit their claims against the estate of said deceased with the clerk of the Circuit Court for Anne Arundel County on or before the 30th day of October, 1956, otherwise they may be by law excluded from all benefits of the decedent's estate.

And it is further ADJUDGED, ORDERED and DECREED by the authority aforesaid that this amended decree shall be entered by the clerk nunc pro tunc.

James Macgill
Judge

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1956 JUL 26 PM 3:52

32

Cynthia Lee Wilder, infant, et al, etc.	:	No. 11,439 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Joseph Wilder, et al.	:	Anne Arundel County

: : : : : : : : :

NOTICE TO CREDITORS

Notice is hereby given that all persons having claims against Marguerite Harris Piercy, sometimes known as Marguerite Harris Piercy Wilder, are hereby notified and warned to exhibit the same with voucher to the Clerk of the Circuit Court for Anne Arundel County to be filed in this cause on or before the

30th day of October, 1956

they may otherwise be by law excluded from all benefits of her estate.

George B. Woelfel
Douglas F. Lyons, Trustees

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1956 JUL 27 PM 3:49

33

Cynthia Lee Wilder, infant, et al,	:	No. 11,439 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Joseph Wilder, et al.	:	Anne Arundel County
	:	

: : : : : : : : :

EXCEPTIONS TO THE ALLOWANCE OF $1,115.77 TO JOSEPH WILDER IN THE AUDITOR'S ACCOUNT

: : : : : : : : :

To the Honorable, the Judges of said Court:

Now comes Cynthia Lee Wilder, infant, by George B. Woelfel, her solicitor, and excepts to the ratification of the amount allowed to Joseph Wilder

Because this bill for sale of the real estate for the purpose of partition originated out of the case of Cynthia Lee Wilder, infant, et al, vs. Joseph Wilder, et al, No. 11,076 Equity, in which said case this Honorable Court on the 9th day of June, 1955, held that the four houses sold in these proceedings were held as tenants in common instead of as tenants by the entireties and the said Joseph Wilder was to file an accounting disclosing the amount of rent received and his distribution of the same and though more than thirty days have elapsed, the said Joseph Wilder has refused to file said accounting. That the said accounting will disclose that the said infants are entitled to considerable more money than was allowed them in this account and that this is the only property owned by Joseph Wilder from which source they may be able to recover the amount due them.

Respectfully submitted,

George B. Woelfel

George B. Woelfel
Solicitor for Plaintiffs
9-11 School Street
Annapolis, Md.

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1956 AUG 31 AM 9:17

34

Cynthia Lee Wilder, infant, et al	:	No. 11,439 Equity
	:	In the
	:	Circuit Court
vs.	:	for
Joseph Wilder, et al.	:	Anne Arundel County
	:	

We, the undersigned, solicitors for Plaintiffs and Defendant, do hereby agree to the final ratification of the Auditor's Account filed in this cause with the exception of the amount of $1,115.77 awarded Joseph Wilder.

George B. Woelfel
George B. Woelfel
Solicitor for Plaintiffs

Douglas F. Lyons
Solicitor for Defendant
Joseph Wilder

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35

Cynthia Lee Wilder, infant, et al, etc.	:	No. 11439 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Joseph Wilder, et al.	:	Anne Arundel County
	:	

: : : : : : : : :

FINAL RATIFICATION

ORDERED BY THE COURT, this 8th day of November, 1956, that the aforegoing report and account of the Auditor, with the exception of the amount of $1115.77 awarded Joseph Wilder, be, and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown and that the Trustees apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelsen
Judge

36

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1956 NOV -9 PM 1:05

No. 11,921 Equity

FREDERICK JOHNSON, 627 E. 36th St., Baltimore 18, Md. and ARCHEY C. NEW, 2 E. Lexington St., Baltimore 2, Md. Administrators of the Estate of Emma Gonsales, deceased. PLAINTIFFS	IN THE
VS.	
FREDERICK JOHNSON 627 E. 36th St., Baltimore 18, Md. AMELIA WIEDEFELD 3421 Mayfield Ave., Baltimore 13, Md. ROSE FRETER 2903 Chesley Ave., Baltimore 14, Md. JOHN CAMPEGGI 1309 N. Milton Ave., Baltimore 13, Md. MINNIE EHRHARDT 5806 Harford Road, Baltimore 14, Md. FRANK CAMPEGGI 6206 Marietta Ave., Baltimore 14, Md. LOUIS CAMPEGGI 3949 Greenmount Ave., Balto. 18, Md. RAYMOND CAMPEGGI, an Incompetent, Springfield State Hospital Sykesville, Md. MARY J. BROWN 7866 St. Fabian Lane, Dundalk Baltimore County, Md. ELIZABETH C. PITZ 17 N. Belnord Ave., Baltimore 24, Md. MARGARET C. KLAPKA 615 Mace Avenue, Essex Baltimore County, Md. ANNA M. BEYERLEIN 1220 Tyler Avenue, Annapolis Anne Arundel County, Md. ALFRED D. JOHNSON 120 N. Port St., Baltimore 24, Md. CATHERINE M. BINIASZ 1627 Walterswood Rd., Baltimore 12, Md. EMMA E. THOMAS 1105 S. Baylis St., Baltimore 24, Md. JEROME VIOLI 2823 Mayfield Ave., Baltimore 13, Md. FRANK VIOLI 6808 Conley St., Baltimore 24, Md. EMMA ARNOLD 10 Alfred Ave., Wilmington 5, Delaware DEFENDANTS	CIRCUIT COURT NO. 2 OF BALTIMORE CITY #34098- A

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Your Orators, Frederick Johnson and Archey C. New, Administrators of the Estate of Emma Gonsales, deceased, by this, their Bill of Complaint, respectfully represent and say as follows:

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1. That your Orators were granted letters of administration on the estate of Emma Gonsales, deceased, by the Orphans Court of Baltimore City on the 19th day of January, 1956, and that they have given bond for the faithful performance of their duties, and duly qualified as such.

2. That the said Emma Gonsales (nee Johnson) died intestate at her home, No. 523 North Patterson Park Avenue, Baltimore, Maryland, on the 16th day of January, 1956, leaving surviving her, as her only heirs-at-law, her brother, Frederick Johnson, and the following nephews and nieces, to wit: Amelia Wiedefeld, Rose Freter, John Campeggi, Minnie Ehrhardt, Frank Campeggi, Louis Campeggi, Raymond Campeggi (an incompetent), Mary J. Brown, Elizabeth C. Pitz, Margaret C. Klapka, Anna M. Beyerlein, Alfred D. Johnson, Catherine M. Biniasz, Emma E. Thomas, Jerome Violi, Frank Violi, and Emma Arnold.

3. That all of the parties to these proceedings are residents of the State of Maryland, except Emma Arnold, Defendant, who resides at No. 10 Alfred Avenue, Wilmington 5, Delaware, and that all are sui juris, with the exception of Raymond Campeggi, who, for several years, has been a patient at the Springfield State Hospital, Sykesville, Carroll County, Maryland.

4. That the said Emma Gonsales died seized and possessed of the following fee-simple property, to wit; a two-story brick dwelling and store, known as No. 523 North Patterson Park Avenue, in the City of Baltimore, State of Maryland, and Nine (9) unimproved lots of ground, known and desigated as Lots Nos. 1, 2, 3, 4, 9, 10, 11, 12, and 13, In Section 65, as shown on Plat 2 of "Outing Park", which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Book G.W. No. 1, Folio 102.

5. That the said real estate is not susceptible of division in kind among the said heirs-at-law of the said decedent; that, because of the advanced age of the said decedent, the interior

of the said dwelling and store in Baltimore City was allowed to deteriorate, and being now unoccupied and untended, will be subject to further deterioration, also, because of the neighborhood in which it is situate, is subject to probable vandalism and damage; and that your Orators do verily believe and aver that it is necessary, and to the best advantage of the said estate and the heirs-at-law thereof, that all of the said real estate be sold, and that the net proceeds of such sale, after the payment of all proper costs and expenses, be turned over to them, as Administrators as aforesaid, for distribution in due course, together with the personal property in the said estate, among the said heirs-at-law of the said decedent.

WHEREFORE Your Orators pray:

1. That a decree be passed by this Honorable Court, authorizing the sale of the said fee-simple properties, and that a Trustee or Trustees be appointed for that purpose.

2. That a Guardian Ad Litem be appointed for the said incompetent Defendant, Raymond Campeggi, to answer on his behalf in these proceedings.

3. That they may be granted such other and further relief as the circumstances of their case may require.

And may it please your Honor to grant unto your Orators the Writ of Subpoena, directed unto the said resident Defendants, Frederick Johnson, Amelia Wiedefeld, Rose Freter, John Campeggi, Minnie Ehrhardt, Frank Campeggi, Louis Campeggi, Raymond Campeggi (an incompetent), Mary J. Brown, Elizabeth C. Pitz, Margaret C. Klapka, Anna M. Beyerlein, Alfred D. Johnson, Catherine M. Biniasz, Emma E. Thomas, Jerome Violi and Frank Violi, ordering them to be and appear in this Honorable Court on or before a certain day to be named therein, in person or by solicitor, and answer the premises, and abide by and perform such decree as may be passed therein.

And may it also please your Honor to grant unto your Orators the Order of Publication, directed unto the said non-resident Defendant, Emma Arnold, 10 Alfred Ave., Wilmington 5, Delaware, giving her notice of the objects and substance of this Bill of Complaint, and ordering her to be and appear in this Honorable Court on or before a certain day to be named therein, in person or by Solicitor, and answer the premises, and abide by and perform such decree as may be passed therein.

And as in duty bound, etc.

/s/ Frederick Johnson

/s/ Archey C. New

Administrators of the Estate
of Emma Gonsales, deceased.
Plaintiffs

STATE OF MARYLAND)
SS:-
CITY OF BALTIMORE)

I HEREBY CERTIFY that, on this 21 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 FREDERICK JOHNSON and ARCHEY C. NEW, Administrators of the Estate of Emma Gonsales, deceased, the above-named Plaintiffs, and they made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint are true as therein set forth, to the best of their knowledge, information and belief.

AS WITNESS my hand and notarial seal.

/s/ William S. Levy (Seal)

NOTARY PUBLIC

FREDERICK JOHNSON and ARCHEY C. NEW, Administrators of the Estate of Emma Gonsales, deceased	:	IN THE CIRCUIT COURT NO. 2 OF BALTIMORE CITY
VS.	:	
FREDERICK JOHNSON, et al	:	No. 11,921 Equity

DECREE

The above cause standing ready for hearing and being submitted, the Bill and all the other proceedings were, by the Court read and considered - -

It is thereupon this 6th day of June, 1956, by the CIRCUIT COURT NO. 2 of BALTIMORE CITY, ADJUDGED, ORDERED AND DECREED, that the fee simple property in Baltimore City, State of Maryland, and known as 523 North Patterson Park Avenue and fee simple lots 1, 2, 3, 4, 9, 10, 11, 12 and 13 in Section 65 as shown on a Plat of the Development known as Outing Park (now known as Green Haven) in Anne Arundel County, State of Maryland, said properties being mentioned and described in this proceeding, be sold, that Archey C. New, Esq., be and he is hereby appointed Trustee to make said sales, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by himself, and a surety or sureties to be approved by this Court in the penalty of Seventy-five Hundred Dollars ($7500.00), conditioned for the faithful performance of the trust reposed in him by this Decree, or to be reposed in him by any future Decree or Order in the premises; he shall then proceed to make the said sales, having given at least three weeks notice by advertisement inserted in such daily newspaper or newspapers published in the City of Baltimore, and in Anne Arundel County, as he shall think proper, of the time, place, manner and terms of said sales, which shall be cash, upon ratification of said sales by this Court; or said Trustee may

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sell said properties at private sale, provided no private sale shall be for a less sum than the appraised values of said properties, as shown by the testimony in this case; and as soon as may be convenient after any such sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sales, with an annexed affidavit of the truth thereof, and of the fairness of said sales; and on obtaining the Court's ratification of the sales, and on payment of the whole purchase money, (and not before) the said Trustee shall, by good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her, or their heirs, the property and estate to him, her, or them sold, free, clear and discharged from all claims of the parties hereto, Complainants and Defendants, 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 sales, to be distributed under the direction of this Court after deducting the costs of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

Reuben Oppenheimer
Judge

b

PROPERTY SALES

Archey C. New, Solicitor,
2 East Lexington Street.

TRUSTEE'S SALE OF VALUABLE FEE-SIMPLE IMPROVED BUSINESS AND DWELLING PROPERTY 523 N. PATTERSON PARK AVENUE ALSO VALUABLE FEE-SIMPLE UNIMPROVED PROPERTY Situate On FIFTH, SIXTH AND CATHERINE STREETS, GREEN HAVEN

By virtue of a decree of the Circuit Court No. 2 of Baltimore City (65A—68), the undersigned, Trustee, will sell at public auction, on the respective premises on the days and hours hereinafter mentioned

FRIDAY, OCTOBER 5, 1956,
AT 2 O'CLOCK P. M.
NO. 523 NORTH PATTERSON PARK AVENUE

ALL THAT FEE-SIMPLE LOT OF GROUND AND THE IMPROVEMENTS thereon, situate in Baltimore City and described as follows:

Beginning for the same on the east side of Patterson Park Avenue at the distance of one hundred thirty-three feet five inches northerly from the corner formed by the intersection of the east side of Patterson Park Avenue and the north side of Jefferson Street which place of beginning is designed to be at the center of the partition wall there being and running thence northerly binding on the east side of Patterson Park Avenue twelve feet to the south side of an alley ten feet wide there being thence easterly binding on said alley with use thereof in common eighty feet to the west side of an alley ten feet wide thence southerly binding on said last mentioned alley with use thereof in common twelve feet to intersect a line drawn easterly from said place of beginning through the center of said partition wall and parallel with Jefferson Street and thence reversing the line so drawn and binding thereon eighty feet to the place of beginning. The improvements thereon being known as No. 523 North Patterson Park Avenue. In fee-simple and improved by a TWO-STORY BRICK STORE AND DWELLING.

SATURDAY, OCTOBER 6, 1956,
AT 2 O'CLOCK P. M.
GREEN HAVEN PROPERTY

ALL THOSE FEE-SIMPLE LOTS OF GROUND, situate in Anne Arundel County, and described as follows:

Beginning at the corner formed by the southeast side of Fifth Street and the southwest side of Catherine Street, thence southeasterly on the southwest side of Catherine Street 100 feet, thence southwesterly 100 feet, thence northwesterly 100 feet to the southeast side of Fifth Street, and thence northeasterly 100 feet to the place of beginning.

Being and comprising Lots Nos. 1, 2, 3, and 4, in Block 65, as shown on the Plat of Onting Park (now Green Haven), recorded among the Land Records of Anne Arundel County in Plat Book No. 13, Page 40. UNIMPROVED.

Beginning for the second on the northwest side of Sixth Street, at the distance of 100 feet southwesterly from the corner of the northwest side of Sixth Street and the southwest side of Catherine Street, and running thence southwesterly on the northwest side of Sixth Street 125 feet, thence northwesterly 100 feet, thence northeasterly 125 feet, and thence southeasterly 100 feet to the place of beginning.

Being and comprising Lots Nos. 9, 10, 11, 12 and 13, in Block 65, as shown on the above-mentioned Plat of Onting Park. Unimproved.

Terms of Sale: Cash. A deposit of $500 on the improved property and $200 on the unimproved property, will be required at time of sale, balance in cash upon final ratification of sale by the Circuit Court No. 2 of Baltimore City; interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes, water rent and all other public charges, including special paving taxes, if any, to be adjusted to date of sale.

ARCHEY C. NEW,
Trustee.

E. J. Merrill & Bro., Inc., Auctioneers

a10,17,24,o1,5,6 PLaza 2-3580

LIBER 98 PAGE 489

REPORT OF SALE

FREDERICK JOHNSON et al,

Administrators

vs.

FREDERICK JOHNSON et al

DOCKET 65A FOLIO 68
CASE NO. 34098-A
FILED

IN THE

CIRCUIT COURT No. 2

—OF—

BALTIMORE CITY

No. 11,921 Equity

To The Honorable Judge of the Circuit Court of Baltimore City:

The Report of Sale of Archey C. New

Trustee appointed by the decree in the above entitled cause, to make sale of

the fee-simple property

in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in

The Anne Arundel Star, a weekly newspaper published in Anne Arundel County, and The Daily Record,

a daily newspaper published in Baltimore City for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Saturday the 6th day of October 19 56 at 2 o'clock p.M. attend on the premises and then and there sold at public sale Lots Nos. 1, 2, 3, 4, 9, 10, 11, 12 and 13, in Block 65, as shown on the Plat of Outing Park (now Green Haven), recorded among the Land Records of Anne Arundel County in Plat Book No. 13, Page 40, which are more particularly described in the advertisement of sale in The Daily Record, copy whereof is hereto attached, at and for the sum of Eleven Hundred and Forty Dollars ($1140.00), unto William H. Tudor and Elizabeth Tudor, his wife, 922 N. Montford Avenue, Baltimore, Maryland, they being then and there the highest bidders therefor.

/s/ Archey C. New
Archey C. New, Trustee

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 8th day of October 19 56 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Archey C. New,

Trustee , and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

As witness my hand and Notarial Seal,

(Notarial Seal) /s/ William S. Levy
Notary Public.

State of Maryland,
City of Baltimore, ss:

LIBER 98 PAGE 490

I, GEORGE G. KIRBY, ~~JOHNSXCLARKE~~ Clerk of the Circuit Court No. 2 of Baltimore City, do hereby certify that the above is a true cop y of the original Bill of Complaint, filed on February 23, 1956; Decree, signed on June 6, 1956; and Report of Sale, filed on October 8, 1956,

now on file in this office in the cause therein entitled FREDERICK JOHNWON, ET AL, ADMINISTRATORS -vs- FREDERICK JOHNSON et al - 65A 68/1956 Case No. 34089- A

In Testimony Whereof, I hereto set my hand and affix the seal of the said CIRCUIT COURT NO. 2, this 7th day of November A. D. 1956

George G. Kirby *Clerk.*

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LIBER 98 PAGE 491

JOSEPHINE DELL-OSPIDALE STORY 1409 Ellwood Avenue, Baltimore 13, Maryland. PLAINTIFF	:	IN THE
vs.	:	
MARYANNA KORZENIEWSKI (formerly Jankowski) JOSEPH JANKOWSKI, JR. LEON JANKOWSKI STANISLAW JANKOWSKI EDWARD JANKOWSKI ANTONE JANKOWSKI MANIA JANKOWSKI	:	CIRCUIT COURT
	:	FOR ANNE ARUNDEL COUNTY
And the unknown heirs of Joseph Jankowski, Sr., and Walter Jankowski DEFENDANTS	:	Equity No. 11,553

- -

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Bill of Complaint of Josephine Dell-Ospidale Story, by Tobias A. Phillips, her attorney, respectfully represents.

1. That the Complainant is the owner for life, with full power of disposition, of a lot of ground in Anne Arundel County, State of Maryland, fully described in deed from Salvatore Dell-Ospidale, et al, dated November 3, 1937, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 173, folio 123 &c.

2. That a mortgage dated November 21, 1921 and recorded as aforesaid in Liber W.N.W. No. 47, Folio 41, &c., from Ignazy Majke and ~~Rose~~ John Majke, ~~his wife~~ and later assumed by Ignazy Majka and Rosa Majka, his wife, to Emil Schultz and Sophie Schultz, his wife, and short assigned on January 7, 1925 to Joseph Jankowski, and recorded in said Liber, Folio 44, has not been released on record.

3. That said mortgage indebtedness has been fully paid, as evidenced by a note given to the said Joseph Jankowski at the time of said assignment, for Sixteen Hundred Dollars ($1,600.00), being the balance then due on said mortgage, upon the face of which is written the word "Paid", and signed by the said Joseph Jankowski, and which receipted note is filed herewith as Exhibit "A" and prayed to be taken as part hereof.

4. That the said Joseph Jankowski died on February 24, 1942, leaving a Last Will and Testament, devising and bequeathing his estate to his wife, Maryanna, who has since married one Korzeniewski, and his children, the defendants herein,

Filed: 26 Oct. 1955

and appointing his son, Walter Jankowski, Executor, who duly qualified and administered said estate under the Orphans' Court of Baltimore City. That no mention of a mortgage indebtedness, as above mentioned, was made or claimed in said estate.

5. That the said Walter Jankowski, Executor as aforesaid, has since died and there is no representative of said estate and the remaining heirs of the said Joseph Jankowski are unknown.

6. That your Complainant is in actual peaceable possession of said land and the State Roads Commission of Maryland have agreed to purchase a portion of said land, but refused to pay for the same because of said mortgage being unreleased of record; that no action at law or proceeding in equity is pending to enforce or test the validity of the title, lien or encumbrance or other adverse claim has been made and no demand or request for payment was made on said mortgage for over twenty years, the indebtedness on said mortgage having been paid on or about February 19, 1926.

WHEREFORE, this suit is filed to quiet or remove such cloud from the title of this Complainant.

TO THE END, THEREFORE:-

1. That this Complainant may be decreed to have possession of said property, free and clear of any lien or claim under or through said mortgage.

2. That a trustee be appointed by this Honorable Court, authorized and directed to execute a release of said mortgage for recording among the Land Records of Anne Arundel County.

May it please your Honor to grant unto your Complainant a writ of subpoena directed to the said Defendants, at 29 South Ellwood Street Baltimore 24, Md. and that publication be issued against the unknown heirs of the said Joseph Jankowski, Sr., commanding them to be and appear in this Court in person, or by solicitor, on some certain day to be named therein, to show cause, if any they may have, why a decree should not be passed as prayed.

AND, as in duty bound, &c.

Josephine Dell-Ospidale Story
Josephine Dell-Ospidale Story
Complainant

Tobias C. Phillips
Tobias C. Phillips
Attorney for Complainant

2

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 30th day of August, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Josephine Dell-Ospidale Story, known to me (or satisfactorily proven) to be the Complainant named in the foregoing Bill of Complaint, and made oath in due form of law that the matters and facts set forth therein are true to the best of her knowledge and belief.

AS WITNESS my hand and Notarial Seal.

MARGARET C. SIMMONS NOTARY PUBLIC BALTIMORE, MD.

Margaret C. Simmons
Margaret C. Simmons, Notary Public

My commission expires May 6, 1957

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LIBER 98 PAGE 494

Secured by assignment of Schultz mtg

$1600— Baltimore, Md., Jany 7th, 1925

~~[illegible]~~ Four years after date we jointly & severally promise to pay to the order of Joseph Jankowski

Sixteen hundred ——— Dollars,

with interest, at 6% payable ever 6 months

hereby waiving all exemption laws of Maryland or any other State, and authorizing any attorney of record to appear for _____ in any Court and confess judgment for the amount of this note and 10 per cent. attorney's fees, waiving all right of appeal or stay of Execution.

Witness Hand and Seal

Jan Marymajka (SEAL)

Rosa Majka (SEAL)

Witness [illegible]

Pl. Ex 1 11,553 Equity

Exhibit "A"
Filed: 26 Oct. 1955

Exhibit "A"
Filed: 26 Oct 1955

LIBER 98 PAGE 495

JOSEPHINE DELL-OSPIDALE STORY * IN THE CIRCUIT COURT
1409 Ellwood Avenue
Baltimore 13, Maryland FOR

VS.
MARYANNA KORZENIEWSKI
(formerly Jankowski) ANNE ARUNDEL COUNTY
JOSEPH JANKOWSKI, JR.
LEON JANKOWSKI
STANISLAW JANKOWSKI
EDWARD JANKOWSKI
ANTONE JANKOWSKI
MANIA JANKOWSKI

EQUITY # 11,553

And the unknown heirs of
Joseph Jankowski, Sr., and
Walter Jankowski

***

ORDER OF PUBLICATION

The object of this proceeding is to free the property of the Complainant from any claim of a mortgage dated November 21, 1921 and recorded among the Land Records of Anne Arundel County, in Liber W.N.W. No. 47, folio 41, from Ignazy Majke and John Majke, to Emil Schultz and Sophie Schultz, his wife, short assigned on January 7, 1925 to Joseph Jankowski and recorded in said Liber, Folio 44, and enjoin any action from being taken under said mortgage, and the appointment of a trustee for the release thereof. The Bill states, among other things, that said indebtedness of said mortgage was paid on or about February 19, 1926; that Joseph Jankowski died, leaving his estate to the Defendant and his children, who are unknown.

It is thereupon, by the Circuit Court for Anne Arundel County, ORDERED, this 26th day of October, 1955, that the Complainant cause a copy of this Order to be inserted in some daily newspaper published in Anne Arundel County once a week for ~~three~~ four successive weeks before the 3rd day of December, 1955, giving notice to whom it may concern to be and appear in this Court in person or by solicitor, on or before the 19th day of December, 1955, to show cause, if any there may be, why a decree shall not be passed as prayed.

George J. Cromwell
Clerk

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Legal Notices

IN THE C[illegible]UIT COURT
FOR ANNE [illegible]DEL COUNTY
EQUITY NO. 11,558

JOSEPHINE DELL-OSPIDALE STORY,
1409 Ellwood Avenue,
Baltimore 13, Maryland.
vs.
MARYANNA KORZENIEWSKI, (formery Jankowski),
JOSEPH JANKOWSKI, JR.,
LEON JANKOWSKI,
STANISLAW JANKOWSKI,
EDWARD JANKOWSKI,
ANTONE JANKOWSKI,
MANIA JANKOWSKI,
And the unknown heirs of Joseph Jankowski, Sr., and Walter Jankowski.

Order Of Publication

The object of this proceeding is to free the property of the Complainant from any claim of a mortgage dated November 21, 1921, and recorded among the Land Records of Anne Arundel County, in Liber W.N.W. No. 47, Folio 14, from Ignazy Majke and John Majke, to Emil Schultz and Sophie Schultz, his wife, short assigned on January 7, 1925, to Joseph Jankowski and recorded in said Liber, Folio 44, and anjoin any action from being taken under said mortgage, and the appointment of a trustee for the release thereof. The Bill states, among other things, that said indebtedness of said mortgage was paid on or about February 19, 1920; that Joseph Jankowski died, leaving his estate to the Defendant and his children, who are unknown.

It is thereupon, by the Circuit Court for Anne Arundel County, ORDERED, this 26th day of October 1955, that the Complainant cause a copy of this Order to be inserted in some daily newspaper published in Anne Arundel County once a week for four successive weeks before the 3rd day of December, 1955, giving notice to whom it may concern to be and appear in this Court, in person or by solicitor, on or before the 10th day of December, 1955, to show cause, if any there may be, why a decree shall not be passed as prayed.

GEORGE T. CROMWELL, Clerk.

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

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LIBER 98 PAGE 496

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 30, 1955

We hereby certify, that the annexed Order of Publication

Maryanna Korzeniewski

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 3rd day of December, 1955. The first insertion being made the 29th day of October, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Filed 1 Dec., 1955.

JOSEPHINE DELL-OSPIDALE STORY	: No.	11,553 Equity
	:	In the
vs.	:	Circuit Court
	:	for
MARYANNA KORZENIEWSKI et al.	:	Anne Arundel County

ANSWER TO BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Maryanna Korzeniewski, Joseph Jankowski, Jr., Leon Jankowski, Edward Jankowski, Stanislaw Jankowski, Mania Jankowski, and Antone Jankowski, respondents, to the Bill of Complaint heretofore exhibited against them in this cause respectfully states:

1.

That they admit the allegations set forth in paragraph no. 1 of said Bill as the same are recorded among the Land Records of Anne Arundel County.

2.

That they admit the execution of the mortgage referred to in paragraph no. 2 of said Bill but desire to correct one erroneous allegation therein made by pointing out that said mortgage was assigned by Emil Schultz and wife (and not by Ignazy Majke and wife) to Joseph Jankowski; that they emphatically admit that said mortgage has not been released.

3.

That in answer to the allegations set forth in paragraph no. 3 of said Bill your respondents have no knowledge that said mortgage was ever paid off and deny such allegation to be a fact; that, furthering answering said paragraph no. 3, your respondents admit the execution of the note referred to but deny that the same was ever paid and deny that the writing purporting to be the signature of Joseph Jankowski was written either by his hand or with his authorization.

4.

That they admit the allegations set forth in paragraphs no. 4 and 5 of said Bill.

Filed: DEC 17 1955

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5.

That they answer the allegations set forth in paragraph no. 6 of said Bill by denying the payment of the indebtedness represented by the said note and mortgage.

And having answered said Bill as fully as they are advised is necessary, they pray that the same be dismissed with their costs.

And as in duty bound, etc.

Woelfel & Curley,
Solicitors for Respondents,
9-11 School St.,
Annapolis, Md.

I hereby certify that a copy of the foregoing Answer was mailed this 17th day of December, 1955, to Tobias C. Phillips, Esq., Attorney for Complainant, Professional Bldg., Annapolis, Md.

Thomas J. Curley

LIBER 98 PAGE 499

JOSEPHINE DELL-OSPIDALE STORY,		No. 11553 Equity
Plaintiff,		
vs.		In the Circuit Court for Anne Arundel County
MARYANNA KORZENIEWSKI et al.,		
Defendants.		

In this case the plaintiff filed her bill against the wife, children and the Executor of the estate of one, Joseph Jankowski.

The bill recites that the plaintiff has a life-estate, with power of disposition, in a certain lot of ground situate and lying in Anne Arundel County, which was conveyed to her by Salvatore Del-Ospidale et al. by deed bearing date November 3, 1937 and duly recorded among the Land Records of said Anne Arundel County. The bill further recites that certain land of which the lot, which is the subject of this proceedings, is a part, was conveyed by mortgage dated November 12, 1921 by Ignazy Majke and John Majke to Emil Schultz and Sophia Schultz, to secure a portion of the purchase price therefor in the amount of $2200.00, and that by short assignment dated January 7, 1925, the said Schultz and wife, in consideration of the sum of $1600.00, assigned the mortgage to Joseph Jankowski. This mortgage was never released of record but it is alleged that the mortgage indebtedness was fully paid, and as evidence to support this allegation, there was filed with the bill of complaint a promissory note in the amount of $1600.00 dated January 7, 1925, payable to the order of Joseph Jankowski and signed by Ignazy Majke and Rosa Majke. This note also had the inscription "Secured by Assignment of Schultz mortgage". Across the face thereof, there is inscribed the word "Paid", and the signature apparently is that of the said Joseph Jankowski. The bill further alleges that the complainant is in actual peaceable possession of the land and that no demand or request for payment has been made on said mortgage for over twenty yearsand that the indebtedness thereon was paid on or about February 19, 1926. The bill concludes by praying that the complainant be decreed

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to have possession of said property free and clear of any lien or claim under or through the aforesaid mortgage and that a Trustee be appointed by this Court and directed to execute a release of this mortgage for recording among the Land Records of Anne Arundel County.

It appears from the testimony that the said Joseph Jankowski died in Baltimore City in 1942 and the mortgage which was assigned to him was not listed as an asset in the inventory of his estate. He left a Last Will and Testament dated September 12, 1940, disposing of certain of his property. The will was duly admitted to probate by the Orphans' Court of Baltimore City but mentions nothing specifically as to the mortgage.

It appears that the father of the complainant, Mr. Salvatore Dell-Ospidale purchased the property in question from Ignazy Majke in 1926 and in 1937 he conveyed it to his daughter. He testified that during his ownership of the property no demand had ever been made on him for payment of interest or the principal of the mortgage.

Mr. Louis P. Bolgiano, an Attorney at Law who practises in Baltimore, testified that he had represented Mr. Dell- Ospidale in the settlement for the purchase of the property from Mr. Majke and at that time it was reported to him that the mortgage had been released as of record, although this report subsequently appeared to have been erroneous. However, at the time of the settlement or shortly before, Mr. Majke handed Mr. Bolgiano the note which has been referred to and Mr. Bolgiano has since kept it in his file.

Mrs. Jankowski, the wife of the late Joseph Jankowski, testified that she was married to him in 1925, and came to Baltimore in 1926, and that she knew that her husband held the mortgage by virtue of the assignment. She also knew the Majke family because they came to visit her and her husband. She testified that the purported signature of her husband on the note was not genuine, but was a forgery.

It appears that the Majkes and the Jankowskis were people of Polish extraction, not well versed in the English language. Mr. Jankowski

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had owned and operated a tavern in South Baltimore for a number of years prior to his death. It further appears that Bruner R. Anderson, now deceased, who was a member of the Anne Arundel County Bar, prepared the mortgage and his signature as a witness also appears on the note referred to. He also signed as a witness to the signatures of Mr. and Mrs. Schultz on the short assignment of the mortgage to Mr. Jankowski.

"The presumption of payment in favor of a mortgagor in possession over twenty years is not conclusive, but may be rebutted by evidence of part payment of principal or interest, or by admission of the debt's existence, or other circumstances from which it may be inferred that the debt has not been paid." Brown v. Hardcastle, 63 Md. 484, at page 489. See, also, Cunningham v. Davidoff, 188 Md. 437 and Warfield vs. Christiansen, 201 Md. 253, at page 258, in which it was said: "The lapse of years without any attempt to enforce a demand creates a presumption that it was not originally valid or that it has ceased to exist."

There has been no evidence introduced in the case at bar to rebut the presumption of payment. The evidence produced, on the contrary, supports the presumption.

It is hard to believe that Mr. Jankowski, under the circumstances, would have simply forgiven or forgotten about the existence of a sixteen hundred dollar debt to which he was entitled. The presence of the note in the possession of Mr. Majke, unexplained for any other reason, would give rise to the presumption that he acquired it from Mr. Jankowski. Ordinarily a creditor does not surrender a promissory note unless he has been paid. It is impossible for this Court to determine from the exhibits whether or not the purported signature of Mr. Jankowski is a forgery, but it does not appear that the entire note was forged nor does it appear likely, in view of the variance in the various styles of writing thereon, that it was, in fact, forged.

Since, in the opinion of this Court, the presumption of payment is supported by the evidence and has not been rebutted, the complainant is entitled to the relief for which she prays.

8/23/56

Associate Judge

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

JOSEPHINE DELL-OSPIDALE STORY, :
PLAINTIFF. :
VS. : NO. 11,553 EQUITY
MARYANNA KORZENIEWSKI, et al., :
DEFENDANTS. :

:::::::

D E C R E E

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 23rd day of August, 1956, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED, DECLARED and DECREED that the Plaintiff, Josephine Dell-Ospidale Story, holds title to the property herein mentioned free and clear of any lien or claim under or through the mortgage mentioned herein, namely, that mortgage dated November 12th, 1921, from Ignacy Majke and John Majke to Emil Schultz and Sophia Schultz, and duly recorded among the Land Records of Anne Arundel County in Liber W.N.W., No. 47, folio 41 and so forth, which mortgage was duly assigned by short assignment at the foot thereof to Joseph Jankowski on January 7th, 1925.

And it is further ADJUDGED, ORDERED and DECREED that Tobias C. Phillips, of the Anne Arundel County bar, be, and he is hereby, appointed Trustee for the purpose hereinafter stated, and he is hereby, authorized and directed as Trustee to execute a release of said mortgage, and duly record the same among the Land Records of said Anne Arundel County.

And it is further ADJUDGED, ORDERED and DECREED that the Plaintiff pay the costs of this proceeding.

Filed 24 Aug., 1956, at 3:54 P.M. James Macgill Judge.

LIBER 98 PAGE 503

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
JOHN P. MORRIS and	*	FOR
MARY MORRIS, his wife	*	ANNE ARUNDEL COUNTY
	*	EQUITY 11,828 No.

* *

Mr. Clerk:

Please docket this case, file the original Mortgage, Statement of Mortgage debt and Military Affidavit.

Samuel M. Ivrey

Samuel M. Ivrey; Attorney named in the Mortgage

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

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LIBER 98 PAGE 504

LIBER 946 PAGE 109

Form No. 1—County Fee

PURCHASE MONEY

This Mortgage,

made this 14th day of July ,

in the year one thousand nine hundred and Fifty-five , between

John P. Morris and Mary Morris, his wife, of

Arlington , in the State of ~~Maryland~~ Virginia, Mortgagor (s), and

Enterprise Federal Savings and Loan Association, of Annapolis, Md., a body corporate, duly incorporated, Mortgagee.

Whereas the said Enterprise Federal Savings and Loan Association, of Annapolis, Md., has this day loaned to John P. Morris and Mary Morris, his wife,

the sum of Four Thousand and 00/100 ($4,000.00)----------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 Thirty-three and 76/100 ($33.76)----------

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 John P. Morris and Mary Morris, 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 Seventh election district of Anne Arundel County, State of Maryland and described as follows:

ALL of lot numbered 14 in Square numbered 5, except a 5 foot strip across front of lot reserved for public road, in the subdivision known as Owings Beach, near Deale as per Plat recorded among the Plat Records of Anne Arundel County in Cabinet No. 2, Rod D-7, Plat 229, now Plat Book 15, folio 26.

BEING the same property which was conveyed to Frank W. Weismiller and Margaret B. Weismiller, his wife, by Deed from Wilson F. Collier and Catherine S. Collier, his wife, by deed dated October 18, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 437, folio 320.

AND BEING the same property which was conveyed to the within named Mortgagors, John B. Morris and Mary Morris, his wife, by deed from Frank W. Weismiller and Margaret B. Weismiller, his wife, of even date and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

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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) John P. Morris and Mary Morris, 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 W. Ivrey

Samuel M. Ivrey; as to both

John P. Morris (SEAL)
John P. Morris

Mary Morris (SEAL)
Mary Morris

.....(SEAL)

.....(SEAL)

LIBER 98 PAGE 507

LIBER 946 PAGE 112

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 14th day of July 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 John P. Morris and Mary Morris, 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 6, 1957

SAMUEL M. IVREY NOTARY PUBLIC ANNE ARUNDEL CO. MD.

ASSMT

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY

1956 JUL 25 AM 11:06

& RECORDED IN LIBER GTC NO. 946 FOLIO 112

GEO. T. GROMWELL, CLERK

Recorded- 18th July, 1955, at 9 AM

100

2 pgs FILE IN No. 11,828 #2 F

EQUITY

Mortgage

FROM

JOHN P. MORRIS and

MARY MORRIS, his wife

TO

ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MD.

Lot 14, Square 5
Property Owings Beach
7th El. Dist. A.A.Co.

Received for record 18 July 1955 at 9 o'clock A. M.

Same day recorded in Liber G.T.C. No. 946 folio 109 &c. one of the Land Records of Anne Arundel County

GEORGE T. CROMWELL, Clerk and examined per

Cost of Record $ 7.50 pd

SAMUEL M. IVREY
ATTORNEY AT LAW
144 GLOUCESTER STREET
ANNAPOLIS, MD.

Property:

Description approved

Execution approved

FOR VALUE RECEIVED, THE Enterprise Federal Savings and Loan Association, a body corporate, hereby assigns the above and within mortgage unto Samuel M. Ivrey, Attorney named in the Mortgage, for the purpose of foreclosure or collection.

AS WITNESS its corporate seal and the signature of R. Gardiner Chaney, its president, this 23rd. of July, 1956.

ATTEST:

ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION

By R. Gardiner Chaney, President

Samuel M. Ivrey, Secretary

ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MD. INCORPORATED 1925

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
JOHN P. MORRIS and	*	FOR
MARY MORRIS, his wife	*	ANNE ARUNDEL COUNTY
	*	EQUITY 11,828 No.

* *

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage claim of Enterprise Federal Savings and Loan Association of Annapolis, Md., Inc., under Mortgage to the said Association from John P. Morris and Mary Morris, his wife, dated the 14th day of July 1955 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 946 folio 109 ; said Mortgage being in default.

Balance due upon principal	$3,936.20
Interest to August 28, 1956	18.20
	$3,954.40

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 24th day of July, 1956, 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 is 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.

BETTY E. PARKS NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

Betty E. Parks
Betty E. Parks - Notary Public

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1956 JUL 25 AM 11:07

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

LIBER 98 PAGE 509

Mili[illegible]y Affidavit under Soldiers' and S[illegible]lors' Civil Relief Act of 1940 and Amendment thereto of October 6, 1942

No. 11,828 Equity

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF JOHN P. MORRIS and MARY MORRIS, his wife

IN THE

Circuit Court

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

Equity ~~Docket~~ ..... Fol. .....

Military Affidavit

STATE OF MARYLAND, ~~CITY OF BALTIMORE~~ Anne Arundel County, To Wit:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said ~~City~~ County, 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.
Samuel M. Ivrey

Subscribed and sworn to before me this 24th day of July 1956

Betty E. Parks
Notary Public

BETTY E. PARKS NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

FILED
1956 JUL 25 AM 11:07

7

G 22056

LIBER 98 PAGE 510

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICES: NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

No. 11,828 Equity

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, SAMUEL M. IVREY, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of SEVEN THOUSAND DOLLARS ($7,000.00) current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 28th day of August, 1956.

WHEREAS, by virtue of a power of sale contained in a mortgage from JOHN P. MORRIS & MARY MORRIS, his wife bearing date on or about the 14th day of July, 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 THIS 28th day of August, 1956

in the presence of

Kathleen Meench

Kathleen Meench, as to both

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

Bond approved This 28th day of August 1956

George F. Cromwell, Clerk

FILED

1956 AUG 28 PM 1:56

8

LIBER 98 PAGE 511

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
JOHN P. MORRIS and	*	FOR
MARY MORRIS, his wife	*	ANNE ARUNDEL COUNTY
	*	NO. 11,828 EQUITY

* *

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Samuel M. Ivrey, Attorney named in the Mortgage, filed in these proceedings, authorized to make sale of the property therein mentioned in the event of default thereunder respectfully shows:

That the said Mortgage being in default, having given bond with surety which was duly approved and having given 20 days' notice of time, place manner and terms of sale by advertisement in the "Evening Capital", a newspaper printed and published in Anne Arundel County, he did, pursuant to said notice of sale, attend in person at the Courthouse Door in the City of Annapolis, Maryland, on Tuesday, August 28, 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 that lot of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, and described as follows:

ALL of Lot Numbered 14 in Square Numbered 5, except a 5 foot strip across front of lot reserved for public road, in the subdivision known as Owings Beach, near Deale, as per Plat recorded among the Plat Records of Anne Arundel County in Cabinet No. 2, Rod D-7, Plat 229, now Plat Book 15, folio 26.

BEING the same property conveyed to John P. Morris and Mary Morris, his wife, by Deed from Frank W. Weismiller and Margaret B. Weismiller, his wife, dated July 14, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 946, folio 107.

Said property being sold to Frank W. Weismiller and Margaret B. Weismiller, his wife, at and for the sum of $5,000.00, they being at that price

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED
1956 AUG 28 PM 3:52

9

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 is respectfully submitted.

And, as in duty bound, etc.

Samuel M. Ivrey, Attorney named in the Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 28th day of August, 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 ANNE ARUNDEL COUNTY, MD.

Betty E. Parks - Notary Public

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

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

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

OWINGS BEACH NEAR DEALE, MD.

Under and by virtue of the power of sale contained in the Mortgage from John P. Morris and Mary Morris, his wife, dated the 14th day of July, 1955, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 946, folio 109, the undersigned, as Attorney named in the Mortgage to foreclose in event of default, default having occurred, will offer for sale at public auction at the Court House Door, Annapolis, Maryland, on

TUESDAY, AUGUST 28th, 1956

AT 2 O'CLOCK P. M.

ALL that lot of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, and described as follows:

ALL of Lot Numbered 14 in Square Numbered 5, except a 5 foot strip across front of lot reserved for public road, in the subdivision known as Owings Beach, near Deale, as per Plat recorded among the Plat Records of Anne Arundel County in Cabinet No. 2, Rod D-7, Plat 229, now Plat Book 15, folio 26.

BEING the same property conveyed to John P. Morris and Mary Morris, his wife, by Deed from Frank W. Weismiller and Margaret B. Weismiller, his wife, dated July 14, 1955, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 946, folio 107.

The said property being improved by a frame dwelling containing six rooms and bath.

TERMS OF SALE: A deposit of Ten (10) per cent of the purchase price will be required of the purchaser or purchasers on the day of sale, balance of the purchase money with interest thereon at the rate of 6% per annum, to be paid in cash upon final ratification of sale. Taxes and all other assessments to be adjusted to the day of sale. For further particulars apply to:

SAMUEL M. IVREY,
Attorney Named in the Mortgage,
144 Gloucester Street,
Annapolis, Md.

FILED
1956 AUG 28 PM 3:52

12

I/We hereby certify that I/We purchased the property described on the reverse side of this Handbill at and for the price of $ 5,000.00 and I/We agree to abide by the terms therein.

Witness my/our Hand and Seal this 28th day of August, 1956.

WITNESS:

Samuel W. Owen. Frank W. Weismiller (SEAL)

Margaret B. Weismiller (SEAL)

I hereby certify that I sold property described on the reverse side of this Handbill to FRANK W. WEISMILLER AND MARGARET B. WEISMILLER at and for the price of $ 5,000.00 he/they, being then and there the highest bidder therefor.

Witness my Hand and Seal this 28th day of August, 1956.

WITNESS:

Samuel W. Owen. (SEAL)
Auctioneer

LIBER 98 PAGE 515

ORDER NISI

IN THE MATTER OF
THE MORTGAGED REAL ESTATE OF
~~BOOK~~
JOHN P. MORRIS and
MARY MORRIS, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 11,828 Equity

Ordered, this 29th day of August, 19 56, That the sale of the property in these proceedings mentioned made and reported by Samuel M. Ivrey, Attorney named in Mortgage, ~~Trustees~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 29th 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 29th day of September next.

The report states that the amount of sales ~~was~~ was $ 5,000.00

George T. Cromwell Clerk.

FILED: 28 Aug 1956
~~True Copy~~

TEST: Clerk.

(Final Order)

IN THE MATTER OF
THE MORTGAGED REAL ESTATE OF
~~BOOK~~
JOHN P. MORRIS and
MARY MORRIS, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
Term, 19

ORDERED BY THE COURT, This 1st day of October, 19 56, that the sale made and reported by the ~~Trustee~~ attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson Judge

FILED
1956 OCT -1 PM 12:58

13

LIBER 98 PAGE 516

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
NO. 11,828 EQUITY

In The Matter Of The
Mortgaged Real Estate Of
JOHN P. MORRIS and
MARY MORRIS, his wife.

Ordered, this 20th day of August, 1956, That the sale of the property in these proceedings mentioned made and reported by Samuel M. Ivrey, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 20th day of September next.

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

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

S-20

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 25, 1956

We hereby certify, that the annexed

Order Nisi - Sale - Eq 11828

John P. Morris

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 29th day of September, 1956. The first insertion being made the 30th day of August, 1956

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

FILED

No. E.C. 5704 1956 SEP 26 AM 8:54

14

In the Case of

In the Matter of the
Mortgaged Real Estate
of
vs.
John P. Morris
and
Mary Morris, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,828 Equity

To the Honorable, the Judges of said Court:

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

October 20, 1956

All of which is respectfully submitted.

Laura K. Fielding
Auditor.

Dr. In the Matter of the Mortgaged Real Estate of John P. Morris and Mary Morris, his wife in ac.

To Attorney for Commissions, viz:	180	99		
To Attorney for Fee, viz:	35	00	215	99
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	40	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	8	36		
Globe Indemnity Co.- bond-premium	28	00		
George W. Scible - auctioneer's fee	35	00		
One-half Federal documentary stamps	2	75		
One-half State documentary stamps	2	75		
Betty E. Parks - notary fees	1	50	132	36
To Enterprise Federal Savings & Loan Ass'n of Annapolis, Md., mortgagee - in full for mortgage claim	3,954	40	3,954	40
To Frank Weismiller and Margaret B. Weismiller, his wife, second mortgagees - this balance on account mortgage claim	696	81	696	81
			5,051	06
Amount of second mortgage claim filed	1,897	00		
Cr. Amount allowed above	696	81		
Balance due	1,200	19		

with Samuel M. Ivrey, Attorney named in Mortgage Cr.

1956				
Aug.	28	Proceeds of Sale	5,000 00	
		Interest on deferred payment of $4,500.00 to 10/11/56	33 00	5,033 00
		Refund 1956 State and County taxes ($53.27) adjusted	18 06	18 06
				5,051 06

ORDER NISI LIBER 98 PAGE 520 In the

In the Matter of the Mortgaged Real Estate of ~~VERSUS~~ John P. Morris and Mary Morris, his wife

CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 11,828 Equity.

ORDERED, This 24th day of October, 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 26th day of November next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26th day of November next.

George T. Cromwell Clerk

Filed 24 Oct., 1956 1:05 P.M.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 27th day of November, 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 C. J.

Filed Nov. 27 1956 at 3:45 P. M.

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,828 Equity

In The Matter Of The Mortgaged Real Estate of JOHN P. MORRIS AND MARY MORRIS, his wife.

Ordered, this 24th day of October, 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 26th day of November next. Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26th day of November next.

GEORGE F. CROMWELL, Clerk.

True Copy: TEST:
GEORGE F. CROMWELL, Clerk

N-8

Evening Capital

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., Nov. 24, 1956

We hereby certify, that the annexed

Order Nisi - Anne. Arun. Equity No. 11828 John P. Morris

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 26th day of November, 1956 The first insertion being made the 25th day of October, 1956

THE CAPITAL-GAZETTE PRESS, INC.

No. E.C. 8879

FILED
1956 NOV 26 PM 4:36

By Lillie L. French

19

LIBER 98 PAGE 521

EMIGRANT INDUSTRIAL SAVINGS BANK,

A CORPORATION

Vs.

BERNARD F. HANNUM

Docket_____ Folio_____

Case No. 11,737 Equity

Filed _____

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL

[redacted] COUNTY, IN EQUITY.

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents:-

That on the 26th day of November, A.D. 1954, the defendant executed and delivered to THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION a mortgage upon certain leasehold property in Anne Arundel [redacted] County, therein described, to secure the payment of the mortgage debt of $9600.00 and interest as therein mentioned, wherein said mortgagor assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

That said mortgage was duly assigned to the Plaintiff on July 22, 1955, and is now in default due to the failure of the Defendant to make the monthly payments provided for therein.

And your petitioner prays that a decree may be passed for the sale of said property in accordance with the terms of said mortgage.

And as in duty, &c.

Niles, Barton, Yost & Dankmeyer

Niles, Barton, Yost & Dankmeyer
800 Baltimore Life Building
Baltimore-1, Maryland
Attorneys for Plaintiff

FILED

1956 MAY -2 PM 3:27

LIBER 98 PAGE 522

EMIGRANT INDUSTRIAL SAVINGS BANK,	:	IN THE
A CORPORATION	:	CIRCUIT COURT
	:	FOR
-vs-	:	ANNE ARUNDEL COUNTY
	:	
BERNARD F. HANNUM	:	IN EQUITY
		No. 11,737

****

PETITIONER'S EXHIBIT NO. "1"

FILED

1956 MAY -2 PM 3:27

FILED

1a

LIBER 98 PAGE 523

LIBER 883 PAGE 136

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

43257

MORTGAGE

THIS MORTGAGE, made this 26th day of November, A. D. 1954, by and between

Bernard F. Hannum

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and The American National Building and Loan Association, of Baltimore City a corporation organized and existing under the laws of the State of Maryland hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of nine thousand six hundred ---------- Dollars ($ 9,600.00), 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 The American National Building and Loan Association, in Baltimore City Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of fifty-three -------37/100 Dollars ($ 53.37), commencing on the first day of January, 1955, 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 December, 1979. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

BEGINNING for the same and being known and designated as Lot No.6, Section 3, of the Plat of Glenchester, which Plat is formerly recorded in Plat Cabinet 4, Rod G-8, Plat 12, and is now recorded in Plat Book 24, folio 48. Subject to a 5 foot easement for sewerage and water purposes along the southernmost line of the above described lot, which line is designated as the north 88 degrees 15 minutes east 109.70 foot line on the recorded Plat of Section 3, Glenchester. Improvements thereon being known as No. 6 Googan Court.

BEING the same lot of ground described in an assignment of even date and recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County, which was assigned and conveyed by The Dixon Holding Company unto the herein mortgagor. July 22, 1955

FOR VALUE RECEIVED, The American National Building and Loan Association of Baltimore City, a body corporate, Hereby assigns the within mortgage to Emigrant Industrial Savings Bank, without recourse,

As witness the act of the said body corporate by the signature of Urban J. B. Link, Its President, and the corporate seal attached.

ATTEST:

The American National Building and Loan Association of Baltimore City.

Ethel Davis

Ethel Davis, Assistant Secretary

Urban J. B. Link

Urban J. B. Link, President

FILED

1956 MAY -2 PM 3:27

1956 MAY -2 PM 3:27

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

10—49890-6

LIBER 98 PAGE 524

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, 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 $96.00, payable half-yearly on the 15th 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.

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. 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 J. Purdon Wright, 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 $75.00 Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

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

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

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

Witness: Lillian K. Horner
Lillian K. Horner

Bernard F. Hannum [SEAL]
Bernard F. Hannum
[SEAL]
[SEAL]
[SEAL]

STATE OF MARYLAND, City of Baltimore to wit:

I HEREBY CERTIFY, That on this 26th day of November, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Bernard F. Hannum the above named Mortgagors, and the acknowledged the foregoing mortgage to be his act.

At the same time also personally appeared Urban J. B. Link 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.

LILLIAN K. HORNER NOTARY PUBLIC BALTIMORE, MARYLAND

Lillian K. Horner
Lillian K. Horner Notary Public.

Recorded: Nov. 29, 1954 at 9.05 A.M.

LIBER 883 PAGE 140

ROLL # 384

AUG 22 1955

MICROFILM

40410

STATE OF MARYLAND

Mortgage

FROM

Bernard F. Hannum

TO

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

Received for Record 29 Nov 1954, at 9.05 o'clock A.M.
Same day recorded in Liber J.W.H. No. 883 Folio 136 &c., one of the Land Records of A.A. Co.
and examined per
JOHN H. HOPKINS, Jr.
Cost of Record, $ 0.75

LIBER 98 PAGE 527 OP

5M—7-47.

SHORT ASSIGNMENT

OF MORTGAGE

FROM

American National Building and Loan

Association of Baltimore City

TO

Emigrant Industrial Savings Bank

Received for Record 15 AUG 1955

at 12:45 o'clock P M. Same day

recorded in Liber 1444 No. 883

Folio 140 etc., one of the LAND

A.A.Co.

Records of ~~Baltimore County~~, and examined.

Per

GEORGE T. CROMWELL, [redacted] Clerk

Clerk.

100

100 OP

200 PD

6

LIBER 98 PAGE 528

EMIGRANT INDUSTRIAL SAVINGS BANK,

A Corporation

VS.

BERNARD F. HANNUM

IN THE CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

IN EQUITY

Docket No. ____, Folio ____

Case No. 11,737

MILITARY SERVICE AFFIDAVIT

STATE OF [redacted] NEW YORK, COUNTY OF NEW YORK, To wit:

I HEREBY CERTIFY that on this 30th day of April, 19 56, before me, the Subscriber, a Notary Public in and for the State of [redacted] New York, County aforesaid [redacted] personally appeared DANIEL SPENCER and made oath in due form of Law that he knows the Defendant(s) herein and that to the best of his information, knowledge and belief:

(1) Said defendant(s) is not in the Military Service of the United States.

(2) Said defendant(s) is not in the Military Service of any Nation allied with the United States.

(3) Said defendant(s) has not been ordered to report for induction under the Selective Trainging and Service Act.

(4) Said defendant(s) is not a member of the Enlisted Reserve Corps who has been ordered to report for Military Service.

Daniel Spencer Affiant

Notary Public

JOHN S. WILLIAMSON
Notary Public, State of New York
No. 24-9689250
Qualified in Kings County
Commission Expires March 30, 1958

FILED
1956 MAY -2 PM 3:28

LIBER 98 PAGE 529

FOR ANNE ARUNDEL COUNTY

Decree in Circuit Court [redacted]

EMIGRANT INDUSTRIAL SAVINGS BANK

A CORPORATION

vs.

BERNARD F. HANNUM

DOCKET ..... FOLIO .....

CASE No. 11,737

FILED .....

IN THE

Circuit Court [redacted]
FOR
[redacted]
ANNE ARUNDEL COUNTY
[redacted]
IN EQUITY

TERM, 19 56.

DECREE FOR SALE OF MORTGAGED PREMISES

The Petition and exhibit in the above cause having been submitted, the proceedings therein were by the Court read and considered:

IT IS THEREUPON, this 30 day of May, in the year nineteen hundred and fifty-six, for Anne Arundel County, by the Circuit Court [redacted] ADJUDGED, ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that GEORGE R. COLEBURN be, and he is, hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by himself, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of ~~Twenty-five Hundred~~ nine thousand six hundred (9600) Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any further Decree or Order in the premises; he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such [redacted] weekly newspaper or newspapers published in Anne Arundel County as he shall think proper, of the time, place, manner and terms of sale, which shall be one-third cash, the balance in six and twelve months, or all cash as the purchaser may elect, the credit payment to bear interest from the day of sale, and to be secured by the note or notes of the purchaser or purchasers, endorsed to the satisfaction of the said Trustee; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their personal representatives and assigns, the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

~~The penalty of said Bond shall be increased by Order of this Court in the event said property shall be sold to someone other than the Plaintiff for a sum greater than $2500.00.~~

FILED
1956 MAY -3 PM 3:50

Benjamin Michaelson
Judge.

500—1-54.

LIBER 98 PAGE 530

EMIGRANT INDUSTRIAL SAVINGS BANK,

A CORPORATION

VS.

BERNARD F. HANNUM

IN THE

ANNE ARUNDEL
Circuit Court for [redacted] County

IN EQUITY.

CASE NO. 11737

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of EMIGRANT INDUSTRIAL SAVINGS BANK

under the mortgage from BERNARD F. HANNUM

to THE AMERICAN NATIONAL BUILDING & LOAN ASSOCIATION OF BALTIMORE CITY,

dated the 26th day of November, 19 54, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 883, Folio 136:-

ORIGINAL PRINCIPAL OF MORTGAGE $9,600.00

PAID ON ACCOUNT 212.25

BALANCE OF PRINCIPAL DUE $9,387.75

WITH INTEREST at 4½% from

December 1, 1955

SUBJECT TO a balance in the

Escrow Account of $33.15.

EMIGRANT INDUSTRIAL SAVINGS BANK,

By: Alexander P. Haber
Vice-President

ALEXANDER P. HABER

STATE OF NEW YORK, COUNTY OF [redacted], Sct.

I HEREBY CERTIFY, that on this 23rd day of May, in the year nineteen hundred and fifty-six, before me, the subscriber, a Notary Public of the State of New York, in and for said County of [redacted], personally appeared Alexander P. Haber, a Vice-President of EMIGRANT INDUSTRIAL SAVINGS BANK,

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.

Anne M. O'Brien
Notary Public

ANNE M. O'BRIEN
Notary Public, State of New York
Qualified in New York Co. No. 31-2824025
Commission Expires March 30, 1957

FILED
1956 JUN 5 PM 2 57

9

LIBER 98 PAGE 531

A STOCK COMPANY — ESTABLISHED 1890

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

71 61 249

KNOW ALL MEN BY THESE PRESENTS:

That we, George R. Coleburn, 800 Baltimore Life Building Baltimore 1, Maryland as Principal, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Nine Thousand Six Hundred Dollars and 00/100 Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 4th day of June in the year of our Lord 1956

Whereas, the above bounden George R. Coleburn

by virtue of the power contained in a mortgage from Bernard F. Hannum

to Emigrant Industrial Savings Bank

bearing date the 26th day of November, 1954 and recorded among the mortgage records of Anne Arundel Co. in Liber J H H No. 883 Folio 136 and

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden George R. Coleburn

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

In Testimony Whereof, the above bounden George R. Coleburn

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

Signed, sealed and delivered in the presence of:

Carrie Kahl
CARRIE KAHL

George R. Coleburn (SEAL)
George R. Coleburn

(SEAL)

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Joan Bero
Joan Bero *As to Surety*

By E. V. Shockley
E. V. Shockley *Attorney-in-Fact*

MD3228a—500. 1-51 *129351*
Mortgagee's or Attorney's Bond

Bond approved 4 June 56
George T. Cromwell, Clerk

State of Maryland, Baltimore City, sct: LIBER 98 PAGE 532

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

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

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST: J. G. YOST *Assistant Secretary*

By: E. R. NUTTLE *Vice-President*

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

June 4 19 56

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Filed June 4 1956 at 2:57 P. M.

S. C. Doolittle *Assistant Secretary*

1.
10

GEORGE E. COLEBURN, Solicitor
800 Baltimore Life Building
Baltimore 1, Md.

Trustee's Sale

VALUABLE LEASEHOLD DWELLING PROPERTY

By virtue of a decree of the Circuit Court for Anne Arundel County (No. 11737), mortgage from Emigrant Industrial Savings Bank to Bernard F. Hannum, (default having occurred thereunder) the undersigned Trustee, will sell at public auction, on the premises, on

TUESDAY, JUNE 5, 1956
At 2 O'clock, P.M.
(E.D.T.)

Being known and designated as Lot No. 6, Section 3 of the plat of Glenchester, which plat is formerly recorded in Plat cabinet 4, Rod G-8, Plat 1; and is now recorded in Plat Book 24, folio 48. Subject to a five foot easement for sewerage and water purposes along the Southern most line of the above described lot, which line is designated as the North 88 degrees, 15 minutes East 109.70 foot line on the recorded plat of section 3, Glenchestar. Improvements thereon being known as No. 6 Gougar Court. Subject to an annual ground rent of $96. Improved by a DWELLING.

Terms of Sale: A cash deposit of $1,000 will be required of the purchaser at the time and place of sale; balance of the purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to day of 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.

GEORGE E. COLEBURN,
Trustee.

E. T. NEWELL & CO., INC.,
Auctioneers,
120-26 W. North Avenue,
Baltimore 1, Md. PL 2-3560 m-31

REPORT OF SALE

LIBER 98 PAGE 534

DOC. ..... FOLIO .....

EMIGRANT INDUSTRIAL SAVINGS BANK, A CORPORATION

vs.

BERNARD F. HANNUM

CASE NO. 11737

FILED .....

IN THE

Circuit Court [redacted]

FOR

[redacted]

ANNE ARUNDEL COUNTY

[redacted]

IN EQUITY

To The Honorable Judge of the Circuit Court [redacted] FOR ANNE ARUNDEL COUNTY:-

The Report of Sale of GEORGE R. COLEBURN, ----------

Trustee appointed by the decree in the above entitled cause, to make sale of leasehold property known as No. 6 Googan Court, 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 said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in

"MARYLAND GAZETTE-GLEN BURNIE NEWS",

Anne Arundel County, Maryland, a weekly ---------- [redacted] newspaper published in [redacted] for more than three successive weeks preceding the day of sale, said Trustee, George R. Coleburn, did pursuant to said notice on Tuesday, the fifth day of June, 1956, at two o'clock P. M. E.D.T., attend on the premises and then and there sold said leasehold property No. 6 Googan Court, Anne Arundel County, Maryland, subject to an annual ground rent of Ninety-six Dollars ($96,00) to EMIGRANT INDUSTRIAL SAVINGS BANK at and for the price of Four Thousand Dollars ($4,000.00), it being the highest bidder therefor, in accordance with the terms and conditions of the anexed advertisement.

George R. Coleburn
Trustee

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this - fifth - day of June, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for [redacted] of Baltimore County, personally appeared GEORGE R. COLEBURN, ----------

---------- Trustee, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

FILED

1956 JUN -6 AM 9:08

As witness my hand and Notarial Seal,

Carrie Kahl - *Notary Public.*

CARRIE KAHL NOTARY PUBLIC BALTIMORE CO., MD

12

LIBER 98 PAGE 535

ORDER NISI

Emigrant Industrial Savings Bank,
A Corporation

versus

Bernard F. Hannum

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,737 Equity

Ordered, this 6 day of June, 19 56, That the sale of the Property in these Proceedings mentioned, made and reported by George R. Coleburn, Trustee x,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16 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 16 day of July next.

The report states that the amount of sales ~~xxxxxx~~ was $ 4,000.00.

George T. Cromwell, Clerk.

True Copy.

TEST: ..... Clerk.

(Final Order) Filed 6 June, 1956, at 9:08 a. m.

Emigrant Industrial Savings Bank,
A Corporation

versus

Bernard F. Hannum

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

..... Term, 19

ORDERED BY THE COURT, This 25th day of July, 1956, that the sale made and reported by the Trustee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson, Judge.

FILED

1956 JUL 26 PM 3:13

13

LIBER 98 PAGE 536

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. 11,737 Equity
EMIGRANT INDUSTRIAL SAVINGS BANK, A Corporation
Vs.
BERNARD F. HANNUM

Ordered, this 6th day of June, 1956, That the sale of the Property in these Proceedings mentioned, made and reported by George R. Coleburn, Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sale was $4,000.00.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:
GEORGE T. CROMWELL, Clerk.
Ju-28

FILED

No. M.G. 1956 JUL 25 AM 11:23

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 25, 1956

We hereby certify, that the annexed

Order Nisi Sale

Eq. 11,737

Bernard F. Hannum

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 July, 1956. The first insertion being made the 14th day of June, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. T. Gleaves

14

LIBER 98 PAGE 537

In the Case of

Emigrant Industrial Savings Bank,
a corporation
VS.
Bernard F. Hannum

In the

Circuit Court

For

Anne Arundel County

No. 11,737 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.

July 27, 1956

All of which is respectfully submitted.

Laura K. Fickling
Auditor.

FILED

1956 AUG -4 AM 9:32

Dr. in ac.

Emigrant Industrial Savings Bank, a corporation, vs.
Bernard F. Hammum

To Trustee for Fee, viz:	75	00		
To Trustee for Commissions, viz:	150	88	225	88
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account and furnishing three copies thereof	22	50	60	50
To Trustee for Expenses, viz:				
Capital-Gazette Press - advertising sale	32	52		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Fidelity & Deposit Co. of Md. - bond premium	38	40		
E. T. Newell & Co. - auctioneer's fee	25	00		
One-half Staeral documentary stamps	2	20		
One-half State documentary stamps	2	20		
Carrie Kahl - notary fee		50	114	82
To Trustee for Taxes and Ground Rent, viz:				
1956 State and County taxes ($133.40) adjusted to 6/5/56 - 157 days	57	37		
Semi-annual ground rent ($48.00) due 9/15/56 - adjusted to 6/5/56	21	59	78	96
To Trustee for Benefit Charges, viz:				
Anne Arundel County Sanitary Commission				
Metered water due 4/1/56	10	80		
Metered water due 7/1/56	13	05		
Service Charge	2	00	25	85
To Emigrant Industrial Savings Bank, Assignee of the mortgage filed in these proceedings - this balance on account mortgage claim	3,540	24	3,540	24
			4,046	25
Amount of mortgage claim filed	9,387	75		
Interest due on principal from 12/1/55 to 6/5/56 @ 4½%	220	63		
	9,608	38		
Cr: Balance in escrow account	33	15		
Total due	9,575	23		
Cr: Amount allowed above	3,540	24		
Balance subject to decree in personam	6,034	99		

with George R. Coleburn, Trustee Cr.

1956						
June	5	Proceeds of Sale	4,000	00		
		Interest on deferred payment of $3,500.00 from 6/5/56 to 7/25/56	29	17	4,029	17
		Refund 1956 water and sewer benefit charges ($30.00) adjusted to 6/5/56 - 6 months 20 days	17	08	17	08
					4,046	25

LIBER 98 PAGE 540

ORDER NISI

Emigrant Industrial Savings Bank, a corporation

VERSUS

Bernard F. Hannum

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,737 Equity.

ORDERED, This 4 day of August, 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 10 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 10 day of September next.

George T. Cromwell, Clerk.

Filed 1 Aug, 1956, at 9:32 A. M.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 30th day of November, 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 DEC -1 AM 10: 02

15

LIBER 98 PAGE 541

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 15, 1956

We hereby certify, that the annexed Order Nisi, Eq. 11,737 Auditor Account Bernard F. Hannum

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 10th day of September, 1956. The first insertion being made the 9th day of August, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M.G. 5624 1956 NOV 29 PM 4:13 By [signature]

16

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,737 Equity
EMIGRANT INDUSTRIAL SAVINGS BANK, a corporation
Vs.
BERNARD F. HANNUM

Ordered, this 4th day of August, 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 10th 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 10th day of September next.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

a-23

EMIGRANT INDUSTRIAL SAVINGS BANK, A CORPORATION	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
-versus-	:	
BERNARD F. HANNUM	:	IN EQUITY NO. 11,737

****

MR. CLERK:-

Please enter the right to a deficiency judgment in the above entitled matter to the use of H. V. HIGLEY, as Administrator of Veterans' Affairs.

EMIGRANT INDUSTRIAL SAVINGS BANK,

By:- Robert A. Gay
Vice-President

Niles, Barton, Yost & Dankmeyer
800 Baltimore Life Building
Baltimore-1, Maryland

FILED
1956 NOV 15 PM 2:20

17

LIBER 98 PAGE 543

In the Matter of the	:	No. 11,829 Equity
Sale of the	:	
Mortgaged Real Estate	:	In the
of	:	Circuit Court
Clarence H. Bailey,Jr.,	:	
and	:	for
C. Kathereine Bailey, his wife.	:	Anne Arundel County
	:	

: : : : : : : : : :

ORDER TO DOCKET SUIT

Mr. Clerk:

Please docket this suit and file this original mortgage and assignment.

George B. Woelfel

George B. Woelfel,Assignee
9-11 School Street
Annapolis, Md.

FILED

1956 JUL 26 PM 3:11

No. 11,829

LIBER 98 PAGE 544
LIBER 714 PAGE 167

MORTGAGE FEE—COUNTY

PURCHASE PRICE

This Mortgage, Made this 17th day of October, in the year nineteen hundred and fifty-two, by and between Clarence H. Bailey, Jr., and C. Katherine Bailey, his wife, hereinafter called parties of the first part or Mortgagors, and Earl Stinchcomb and Blanche E. Stinchcomb, his wife, hereinafter called parties of the second part or Mortgagees.

Whereas said parties of the first part are well and truly indebted unto the said parties of the second part in the full and just sum of Fifty-Three Hundred ($5300) Dollars on account of the balance due on the purchase price of the property hereinafter described, which said balance of Fifty-Three Hundred ($5300) Dollars the said parties of the first part have agreed to pay in equal monthly installments of Sixty ($60) Dollars each from which said sum shall be deducted the interest at the rate of six per cent per annum and the balance shall apply on account of the principal sum reserved, the first of said monthly installments to fall and become due on the 17th day of November, 1952, and upon the 17th day of each and every month thereafter for a period of one hundred nineteen (119) months and upon the one hundred twentieth (120) month from the date of this mortgage the balance of the principal and interest shall become due and owing, with the right and privilege to the said parties of the first part of paying larger amounts than/stipulated at any monthly due date or to pay off the entire mortgage indebtedness at any monthly due date, and

Whereas it was a condition precedent to the conveyance aforesaid that these presents should be executed to secure the prompt and proper payment of the aforesaid Fifty-Three Hundred ($5300) Dollars as and when the same shall become due and payable.

Now, therefore, this Purchase Price Mortgage Witnesseth: That for and in consideration of the premises and the further sum of Five Dollars, the said parties of the first part do hereby grant and convey unto the said parties of the second part, their heirs and assigns, in fee simple, all that lot or parcel of ground lying, being and situate in the Third Election District of Anne Arundel County and more particularly described as follows:

All that lot described as Lot No. 4 laid down on a plat called "Addenda

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1956 JUL 26 PM 3:11

plat to plat showing subdivision of part of tract No. 5 now held by H. W. Gunther and wife, Mill Creek, 3rd. Dist. A. A. Co., Md." which said plat is duly recorded among the Land Records of Anne Arundel County in Plat Cab. No. 1, Rod A-9, Plat 5.

Being the same property which was conveyed unto the parties of the first part by the parties of the second part by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County just prior hereto.

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said parties of the second part, their heirs and assigns forever.

PROVIDED, that if the said parties of the first part, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Fifty-Three Hundred ($5300) - - - - - - - - Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the said parties of the first part 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 parties of the first part for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest

thereon to accrue in any part either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said parties of the second part, their heirs, personal representatives or assigns, or GEORGE B. WOELFEL, its or their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in A. A. county, and such other notice as by the said Mortgagee, its successors, personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of Fifty - - - - - - - - - - - - - - dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, its successors, heirs, personal representatives and assigns under this Mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said Mortgagor, its successors, 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 the 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 for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, s, their heirs, personal representatives or assigns, or George B. Woelfel, 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 commissions, 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 parties of the first part for themselves, their heirs, personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee s, their heirs, personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Five Thousand ($5000) Dollars, and to cause the policy to be effected thereon, to be so framed or endorsed, as in case of fire, to insure to the benefit of the said Mortgagee s, their heirs, 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 heirs, personal representatives and assigns.

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

Test:

Mary M. Hoff
Mary M. Hoff

Clarence H Bailey Jr. (SEAL)
Clarence H. Bailey, Jr.

C. Katherine Bailey (SEAL)
C. Katherine Bailey

(SEAL)

(SEAL)

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LIBER 98 PAGE 547
LIBER 714 PAGE 170

STATE OF MARYLAND, Anne Arundel COUNTY, TO WIT:

I Hereby Certify, that on this 17th day of October, in the year nineteen hundred and fifty-two, before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Clarence H. Bailey, Jr., and C. Katherine Bailey, his wife, the Mortgagors named in the aforegoing Mortgage and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared Earl Stinchcomb and Blanche E. Stinchcomb, 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 seal Notarial.

Mary M. Hoff
Notary Public
Mary M. Hoff

Recorded: October 17, 1952 at 12.50 P.M.

PURCAHSE PRICE

MORTGAGE

FROM

Clarence H. Bailey, Jr., and C. Katherine Bailey, his wife,

TO

Earl Stinchcomb and Blance E. Stinchcomb, his wife,

BLOCK NO.

Received for Record 17 Oct, 1952, at 12.50 o'clock P. M. Same day recorded in Liber 714 No. 714 Folio 167 &c., one of the Land Records of A.A.Co. examined per John H. Hopkins 2nd Clerk.

Cost of Record, $

Pd. 4.25

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
JUL 13 AM 11:29
& RECORDED IN LIBER 714 NO. 714 FOLIO 170
GEO. T. GROMWELL, CLERK

For Valvue received, we theundersign do hereby assign all our right, title and interest in the within mortgage unto George B. Woelfel, this 11th day of July, 1956.

Witness: (as to both)

William J. Hoehm

Earl Stinchcomb (SEAL)
Earl Stinchcomb

Blanche E. Stinchcomb (SEAL)
Blanche E Stinchcomb

GEORGE B. WOELFEL

LIBER 98 PAGE 548

In the Matter	:	No. 11,829 Equity
of the Sale	:	
of the	:	In the
Mortgaged Real Estate	:	Circuit Court
of	:	for
Clarence H. Bailey, Jr., and C. Katherine Bailey, his wife.	:	Anne Arundel County

: : : : : : : : :

STATEMENT OF MORTGAGE CLAIM

Statement of the mortgage claim of George B. Woelfel, Assignee, under the mortgage to him from Clarence H. Bailey, Jr., and C. Katherine Bailey, his wife, dated the 17th day of October, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 714, folio 167.

Amount due on mortgage described above	$3939.10
Interest from July 13th, 1956, to Aug. 21st, 1956 1 month and 8 days	24.97
	$3964.07

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this first day of August, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared George B. Woelfel, Assignee, and made oath in due form of law that the foregoing is a true statement of the amount remaining due him on his mortgage claim described therein, and that he has not received any security or satisfaction therefor, other than the mortgage referred to in said statement, and the mortgage in said statement mentioned.

Witness my hand and seal Notarial.

Notary Public

FILED

1956 AUG -2 AM 10: 28

6

LIBER 98 PAGE 549

No. 11,829 Equity

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICES: NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

No.11829 Equity

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, George B. Woelfel, as PRINCIPAL and GLOBE INDEMNITY COMPANY, a body corporate of the State of New York, authorized to do business in the State of Maryland, as SURETY, are held and firmly bound unto the STATE OF MARYLAND, in the full and just sum of Four Thousand ($4,000.00) DOLLARS, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 3rd day of August, 1956.

WHEREAS, by virtue of a power of sale contained in a Mortgage from Clarence H. Bailey, Jr., and C. Katherine Bailey, his wife, to Earl Stinchcomb & Blance E. Stinchcomb, his wife, bearing date on or about the 17 day of October 1952, the said George B. Woelfel 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 George B. Woelfel 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:

Mary M. Hoff
Mary M. Hoff

Kathleen L. Meench
Kathleen L. Meench

George B. Woelfel (SEAL)
PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

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

approved this 4 Aug 1956
George J. Cromwell, Clerk.

FILED

1956 AUG -4 AM 10:36

LIBER 98 PAGE 550

In the Matter of the Sale of	:	No. 11829 Equity
the Mortgaged Real Estate of	:	In the Circuit Court
Clarence H. Bailey, Jr., and	:	for
C. Katherine Bailey, his wife,	:	Anne Arundel County
	:	

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

REPORT OF SALE

To the Honorable, the Judges of said Court:

The report of George B. Woelfel, Assignee for the purpose of foreclosure, empowered to sell certain real estate described in a purchase price mortgage from Clarence H. Bailey, Jr., and C. Katherine Bailey, his wife, to Earl Stinchcomb and Blanche E. Stinchcomb, his wife, and in these proceedings hereinbefore 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 prescribed by said mortgage, and giving notice of the time, place, manner and terms of sale by advertisements inserted in the Evening Capital, a daily newspaper, and in the Maryland Gazette, a weekly newspaper, both published in Anne Arundel County, for at least three successive weeks prior to the date of sale, he did, pursuant to said notice, attend at the Court House door, Church Circle, Annapolis, Maryland, on August 21st, 1956, at 10 o'clock A.M., DST, and then and there proceeded to sell said property in manner following, that is to say:

Your Assignee offered at public sale to the highest bidder the property mentioned in the said mortgage, situated in the Third Election District of Anne Arundel County and more particularly described as follows:

All that lot described as Lot No. 4 laid down on a plat called "addenda plat to plat showing subdivision of part of tract No. 5 now held by H.W. Gunther and wife, Mill Creek, 3rd, Dist. A. A. Co., Md." which said plat is duly recorded among the Land Records of Anne Arundel County in Plat Cab. No. 1, Rod A-9, Plat 5.

FILED
1956 AUG 22 PM 2:47

Being the same property which was conveyed unto the said Clarence H. Bailey, Jr., and C. Katherine Bailey, his wife, by Earl Stinchcomb and Blanche E. Stinchcomb, his wife, by deed dated the 17th day of October, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 714, folio 165.

And your Assignee sold the above described property to Basil Gardner and Greyton Gardner, his wife, at and for the sum of Four Thousand Four Hundred Fifteen ($4415) Dollars, they being, at that figure, the highest bidders therefor, the terms of said sale being a deposit of Two Thousand Two Hundred Eighty-Two Dollars and Fourteen Cents ($2282.14) on the day of sale and the balance to be paid upon final ratification of said sale, deferred payments to bear interest at the rate of 6%, and they did agree to comply with the terms of said sale.

Respectfully submitted,

George B. Woelfel
Assignee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 21st day of August, in the year 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared George B. Woelfel, Assignee, and made oath in due form of law that the matters and facts stated in the aforegoing report of sale are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

Witness my hand and seal Notarial.

Mary [illegible]
Notary Public

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

LIBER 98 PAGE 552

PUBLIC SALE

OF VALUABLE

Waterfront Property

A lot on Mill Creek having a frontage of 65.65 feet on the water with a depth of 142.61 feet on the west side and 153.12 feet on the east side and 66 feet in the rear, improved by a practically new four room bungalow. This property is situate on a macadam road within a few miles of the City of Annapolis; an ideal summer home and can easily be converted into a year 'round residence.

Under and by virtue of the power of sale contained in the mortgage from Clarence H. Bailey, Jr., and C. Katherine Bailey, his wife, dated October 17th, 1952, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 714, folio 167, and by short assignment thereof recorded at the foot of the aforesaid mortgage, default having occurred, the undersigned will offer for sale at public auction at the Court House Door, Church Circle, Annapolis, Md., on

Tuesday, August 21, 1956

AT 10 O'CLOCK A. M., DST

Lot No. 4 as laid down on a plat called "Addenda to Plat Showing Subdivision of part of Tract No. 5 now held by H. W. Gunther and wife, Mill Creek, 3rd District, Anne Arundel County, Md." made by J. R. McCrone, Jr., Engineer, Annapolis, Md., dated March 1940, and recorded among the Land Records of Anne Arundel County in Plat Cab. No. 1, Rod A-9, Plat 5.

IMPROVEMENTS: This property is improved by a four room frame dwelling.

TERMS OF SALE: A deposit of $500.00 in cash will be required of the purchaser on the day of sale, balance to be paid upon ratification of the sale, or all cash at the option of the purchaser. Deferred payments to bear interest at the rate of 6% and to be secured to the satisfaction of the Assignee.

Taxes and other liens to be adjusted as of the day of sale.
For further particulars, apply

GEORGE B. WOELFEL,
Assignee,
9-11 School Street
Annapolis, Maryland

AUCTIONEER'S CERTIFICATE AND PURCHASER'S AGREEMENT

1956 AUG 22 PM 2:47

FILED

I hereby certify that upon this 21st day of August, 1956, I sold the above described property unto Basil Gardner and Greyton Gardner his wife at and for the sum of Four thousand four hundred fifteen and 00/100 Dollars.

Witness my hand and seal placed hereon this 21st day of August, 1956.

Witness: George B. Woelfel

George W. Scible (Seal)
George W. Scible, Auctioneer

We hereby certify that upon this 21st day of August, 1956, We purchased the above described property at public auction for the sum of Four thousand four hundred fifteen and 00/100 Dollars and We do hereby agree to comply with the terms of said sale.

Witness our hands and seals placed hereon this 21st day of August, 1956.

Witness: George B. Woelfel

Basil Gardner (Seal)
Purchasers Greyton Gardner (Seal)

LIBER 98 PAGE 553

ORDER NISI

In the Matter of the Sale of the Mortgaged Real Estate of

~~Veteus~~ XXXXX

Clarence H. Bailey, Jr., and C. Katherine Bailey, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,829 Equity

Ordered, this 23 day of August, 1956, That the sale of the Property in these Proceedings mentioned,

made and reported by George B. Woelfel, Assignee ~~Trustees~~ XXXXXX,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 25 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 25 day of September next.

The report states that the amount of sales ~~XXXX~~ was $ 4,415.00.

George J. Cromwell Clerk.

True Copy.

Filed 1956 Aug 22 PM 2:47

TEST: Clerk.

(Final Order)

In the Matter of the Sale of the Mortgaged Real Estate of

~~Veteus~~ XXXXX

Clarence H. Bailey, Jr., and C. Katherine Bailey, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 3rd day of October, 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 Judge.

FILED

1956 OCT -3 PM 12:56

LIBER 98 PAGE 554

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. 11,829 EQUITY

In the Matter of the Sale of the Mortgaged Real Estate of CLARENCE H. BAILEY, JR., and C. CATHERINE BAILEY, His Wife.

Ordered, this 23rd day of August, 1956, That the sale of the Property in these Proceedings mentioned, made and reported by George B. Woelfel, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 25th 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 25th day of September next.

The report states that the amount of sale was $4,415.00.

GEORGE T. CROMWELL, Clerk.

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

8-14

12

FILED
1956 OCT -1 AM 9:53
No. E.C. 5698

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 18, 1956

We hereby certify, that the annexed

Order Nisi - Sale
No. Eq. 11,829
Clarence H. Bailey, Jr.

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 25th day of September, 1956. The first insertion being made the 24th day of August, 1956

THE CAPITAL-GAZETTE PRESS, INC.

By D. Tilghman

LIBER 98 PAGE 555

No. 11,829
Equity

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE: NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

ADDITIONAL 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 Five Hundred Dollars ($500.00) 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 1st day of October, 1956.

WHEREAS, by virtue of a power of sale contained in a Mortgage from Clarence H. Bailey, Jr. and C. Katherine Bailey, his wife, the said George B. Woelfel as Assignee, was authorized and empowered to make sale of the property described in the 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 occurred in the payment of the principal and interest aforesaid, and the said George B. Woelfel as Assignee of said Mortgage has executed said power and made sale of the property described in said proceedings.

AND WHEREAS the proceeds therefrom exceeded the penalty of the original bond filed in these proceedings, thereby making requisite this additional bond.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the said Trustee shall faithfully perform and execute the trust reposed in them or to be reposed in them by any future order in the premises, then the obligation set forth above shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

WITNESS:

Kathleen Meench
Kathleen Meench, as to both

George B. Woelfel (SEAL)
George B. Woelfel, PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate
By John H. Hopkins, IV, Attorney-in-fact
SURETY

add'l Bond approved and filed this 2d day of October 1956.
George T. Cromwell, Clerk

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FILED
1956 OCT -2 AM 11:52

LIBER 98 PAGE 556

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of
Clarence H. Bailey, Jr.,
and
C. Katherine Bailey, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,829 Equity

To the Honorable, the Judges of said Court:

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

October 17, 1956

All of which is respectfully submitted.

Laura N. Jackling
Auditor.

FILED
1956 OCT 18 PM 3:41

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Clarence H. Bailey, Jr., and C. Katherine Bailey, his wife — in ac.

To Assignee for Fee, viz:	50	00		
To Assignee for Commissions, viz:	162	93	212	93
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	30	50		
Auditor - stating this account	13	50	54	00
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	38	76		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	9	86		
Globe Indemnity Co. - bond premiums	18	00		
George W. Scible - auctioneer's fee	35	00		
Clerk of Court - recording assignment	1	00		
W. H. M. Smith Agency - balance fire insurance premium due 10/17/55	9	25		
W. H. M. Smith Agency - vacancy permits	5	54		
One-half Federal documentary stamps	2	48		
One-half State documentary stamps	2	47		
Mary M. Hoff - notary fees	1	00	137	36
To Assignee for Taxes, viz: 1956 State and County taxes ($29.14)- adjusted to 8/21/56	18	68	18	68
To George B. Woelfel, Assignee of mortgage filed in these proceedings - in full for mortgage claim	3,964	07	3,964	07
To Clarence H. Bailey, Jr., and C. Katherine Bailey, his wife, mortgagors - this balance	43	96	43	96
			4,431	00

with George B. Woelfel, Assignee Cr.

1956							
Aug.	21	Proceeds of Sale		4,415	00		
		Interest on deferred payment of					
		$2,132.86 to 10/5/56		16	00	4,431	00
						4,431	00

LIBER 98 PAGE 559

ORDER NISI

In the Matter of the Sale of the Mortgaged Real Estate of

Clarence H. Bailey, Jr.,

and

C. Katherine Bailey, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,829 Equity.

ORDERED, This 18 day of October, 1956, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 23 day of November next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23 day of November next.

FILED 1956 OCT 18 PM 3:41

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 7th day of December, 1956, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Grantee~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson

Judge

17

FILED
1956 DEC 7

LIBER 98 PAGE 560

OFFICE OF

Evening Capital

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THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,829 Equity

In The Matter Of The Sale Of The Mortgaged Real Estate Of CLARENCE H. BAILEY, JR., and C. KATHERINE BAILEY, his wife.

Ordered, this 18th day of October, 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 23th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23th day of November next.

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

N-3

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 12, 1956

We hereby certify, that the annexed

Order Nisi Eq. 11,829
Auditor account
Clarence H. Bailey, Jr.

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 23rd day of November, 1956. The first insertion being made the 20th day of October, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1956 DEC -6 PM 3:36

No. E.C. 8852

By H. Tilghman

18

LIBER 98 PAGE 561

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
DOVER BUILDERS, INC.	:	(In Equity) No. 11,739

Mr. Clerk:

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

1. Original Mortgage from the said Dover Builders, Inc., to Baltimore Federal Savings and Loan Association, dated September 16th, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 965 folio 11.

Walter S. Calwell
Attorney Named in Mortgage

FILED

1956 MAY -4 AM 9:10

LIBER 98 PAGE 562

City and County Form.

SS 2750 C-4432

LIBER 965 PAGE 11 Equity No. 11,739

This Mortgage, Made this 16th day of SEPTEMBER, in the year one thousand, nine hundred and fifty-five, between DOVER BUILDERS, INC., a body corporate, duly incorporated under the Laws of the State of Delaware, ~~or~~ ~~of 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 TWENTY-FIVE THOUSAND ($25,000.00) Dollars, receipt of which is hereby acknowledged by the Mortgagor, 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 four percent (4%) per annum in the manner following: Interest for six (6) months and 15 days to be paid on

By the payment of One Hundred Eighty-four and 93/100ths ($184.93) Dollars, commencing on the first day of APRIL, 1956, and continuing on the first day of each month thereafter 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 lot(s) of ground situate and lying in the Fourth Election District of Anne Arundel County, in said State, and described ~~as follows~~ in accordance with plan made by Myers-Richardson Associates, Inc., Newark, Delaware, on August 22, 1955 as follows:

BEGINNING at a point on the northwesterly side of Ridge Road (Route 713 at sixty feet (60') wide) located by the following three courses and distances from an iron pin on the northwesterly side of Ridge Road a common corner of lands now or late of Irvin E. Shipley and Edwin A. Shipley (1) North 16 degrees 31 minutes 18 seconds East fifty-eight and two one-hundredths feet (58.02') to an iron pin; (2) thence by an arc curving to the right five hundred sixty-four and eighty-one one-hundredths feet (564.81') radius one thousand, three hundred ninety-seven and seventy-six one-hundredths feet (1397.76') to an iron pipe; (3) North 39 degrees 11 minutes 15 seconds East two hundred fifty and eighty-nine one-hundredths feet (250.89'); thence from said point of beginning leaving said road and by land now or late of The Shipley Land Company the following three courses and distances: (1) North 50 degrees 48 minutes 45 seconds West two hundred feet (200.00') to a point; (2) North 39 degrees 11 minutes 15 seconds East six hundred feet (600.00') to a point; (3) South 50 degrees 45 minutes 45 seconds East two hundred feet (200.00') to a point on the aforesaid side of Ridge Road; thence by the same South 39 degrees 11 minutes 15 seconds West six hundred feet (600.00') to the first mentioned point or place of beginning. Containing 2.755 acres more or less.

BEING the same lot of ground which by 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 The Shipley Land Company to the herein named Mortgagor.

Plaintiff's Exhibit "A"

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 178 of the Laws of Maryland passed at the January Session of the General Assembly in the year 1955 or any supplement, amendment, or addition 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 all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever, subject to the payment of the yearly rent of~~ 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.

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, in an amount not less than one monthly installment of principal, provided that six month's advance interest may 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 Two Hundred &/ Fifty 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)~~ corporate seal of the said Dover Builders, Inc., Mortgagor, and the signature of Charles L. Andrews its President.

WITNESS:

Pauline E. Lotessner
PAULINE E. LOTESSNER

DOVER BUILDERS, INC. (SEAL)

By Charles L. Andrews (SEAL)
CHARLES L. ANDREWS

(SEAL)

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LIBER 98 PAGE 565

LIBER 965 PAGE 14

STATE OF MARYLAND, ~~CITY~~ County OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 16th day of SEPTEMBER, 1955, before me, the subscriber, a Notary Public, of the State of Maryland in and for ~~the city aforesaid~~ Baltimore County, personally appeared CHARLES L. ANDREWS President of Dover Builders, Inc., the herein named Mortgagor, and he acknowledged the aforegoing mortgage to be its corporate 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.

Meredith R. Wilson
Notary Public.

Rec'd for record Sept. 17, 1955, at 11:15 A.M.
Per George T. Cromwell, Clerk.
Mailed to Callahan & Calwell

2 F

MORTGAGE

FROM DOVER BUILDERS, INC.

TO BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

BLOCK NO.

Received for Record Sept. 17, 1955 at 11:15 o'clock A.M. Same day recorded in Liber G.T.C. No. 965 Folio 14 etc., one of the Land Records of Balto. Co. and examined per GEORGE T. CROMWELL, Clerk, Clerk

Cost of Record, $ 8.00

CALLAHAN AND CALWELL
ATTORNEYS AT LAW
BALTIMORE FEDERAL BUILDING
FAYETTE AND ST. PAUL STREETS
BALTIMORE 2, MD.

FORM 105 — 5-55

Application No. 38043
Written by GSP
Approved by [illegible] Examiner
Ready for Record [illegible]

5

LIBER 98 PAGE 566

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

DOVER BUILDERS, INC.

IN THE

ANNE ARUNDEL

Circuit Court for ~~Baltimore~~ County

IN EQUITY.

No. 11,739

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from the said Dover Builders, Inc.

to Baltimore Federal Savings and Loan Association

dated the 16th day of September, 19 55, and recorded among the Land Records of ~~Baltimore~~ Anne Arundel County in Liber G.T.C. No. 965 Folio 11

Amount of Mortgage	$25,000.00
Less - amount paid on principal	- - - -
	25,000.00
Plus - interest to 7/10/1956	819.40
	25,819.40
Less - credit in M.L.P. account	9,999.98
	15,819.42

CITY

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

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

~~the Complainant~~ 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

1956 JUL 10 AM 10: 34

5-A

Attorney's Bond.

LIBER 98 PAGE 567

1-369

210380

No. 11,734 Equity

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N. Y.

Know All Men by These Presents:

That we Walter S. Calwell - Baltimore Federal Building, Baltimore, Maryland as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of TWENTY-SEVEN THOUSAND AND 00/100 ($27,000.00) 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 6th - - - - - - - - - - - - - - - - - day of July in the year nineteen hundred and fifty-six.

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

by virtue of the power contained in a Mortgage from Dover Builders, Inc. to the Baltimore Federal Savings and Loan Association bearing date the 16th day of September nineteen hundred and fifty-five and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 965, Folio 11, 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.

Leedon Estates

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

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

Signed, Sealed and Delivered
in the presence of

Clara M. Lusk

Attest:

J. B. Davis Jr.
Assistant Secretary J. B. Davis Jr.

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By Vice-President J. F. Kiernan

FILED
1956 JUL 10 AM 10:34

approved this 10 July 1956
George T. Cromwell, Clerk

6

CALLAHAN AND CALWELL ....
Attorneys
Baltimore Federal Building
Baltimore 2, Maryland

Attorney's Sale
OF 3 VALUABLE FEE SIMPLE PROPERTIES

Under and by virtue of the power and authority contained in a Mortgage from Dover Builders, Inc., to Baltimore Federal Savings and Loan Association, dated September 16th, 1955 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 965 folio 11 (default having occurred thereunder) the undersigned Attorney, will sell at public Auction, on the premises, on

Tuesday, July 10th, 1956
Commencing At
3 o'clock P. M. (E.D.T.)

All those three fee simple lots of ground in the Fourth Election District of Anne Arundel County, situate on the northwesterly side of Ridge Road (Route 713), in a Development known as Leedom Estates, near Fort Meade, and described as follows—

BEGINNING for the first thereof, at a point on the northweesterly side of Ridge Road (Route 713, sixty feet wide) and at the place of beginning of the lot of ground described in a Deed from The Shipley Land Company to Dover Builders, Inc., dated September 16, 1955 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 965 folio 8, thence binding on the first end part of the second line of said described lot, the following two courses and distances, viz:- north 50 degrees 48 minutes 45 seconds west 200 feet, and north 39 degrees 11 minutes 15 seconds east 200 feet, running thence for a new line of division south 50 degrees 48 minutes 45 seconds east 200 feet to a point on the northwesterly side of Ridge Road and to intersect the last line of the lot of ground described in the aforementioned Deed, thence binding along side of said road and the aforementioned part of said last line south 39 degrees 11 minutes 15 seconds west 200 feet to the place of beginning.

Imprived by a ranch style brick front dwelling, containing living room, dining alcove, kitchen, 3 bedrooms, 2 baths, hot water baseboard heat, car port.

BEGINNING for the second thereof, at a point on the northwesterly side of Ridge Road (Route 713, sixty feet wide) and in the last line of the lot of ground described in a Deed from The Shipley Land Company to Dover Builders, Inc., dated September 16th, 1955 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 965 folio 8, said point of beginning being in a point in said outline mensured reversely north 39 degrees 11 minutes 15 seconds east 200 feet from the end of the said last line, thence by a line of new division north 50 degrees 48 minutes 45 seconds west 200 feet to intersect the second line of the lot of ground described in the aforementioned Deed, running thence and binding on said second line north 39 degrees 11 minutes 15 seconds east 200 feet, thence by a new division line south 50 degrees 48 minutes 45 seconds east 200 feet to a point on the northwesterly side of Ridge Road and to intersect the aforementioned last line, running thence binding on said side of said road and on part of said last line south 39 degrees 11 minutes 15 seconds west 200 feet to the place of beginning.

BEGINNING for the third thereof, at a point on the northwesterly side of Ridge Road (Route 713, sixty feet wide) and in the last line of the lot of ground described in a Deed from The Shipley Land Company to Dover Builders, Inc., dated September 10th, 1955 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 965 folio 8, said point of beginning being in a point in said outline measured reversely north 39 degrees 11 minutes 15 seconds east 200 feet from the end of said last line, thence for a line of

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LIBER 93 PAGE 568

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY (In Equity)
DOVER BUILDERS, INC.	:	No 11,739

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated September 16th, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 965 folio 11 from said Dover Builders, Inc. to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland Gazette" a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 10th day of July, 1956 at three o'clock P.M. (E.D.T.) attend on the premises and then and there sold the fee simple three properties situate, lying and being in Anne Arundel County on the northwesterly side of Ridge Road (Route 713) in a Development known as Leedom Estate, 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
1956 JUL 18 AM 11:12

new division north 50 degrees 48 minutes 45 seconds west 200 feet to intersect the second line of said described lot of ground, and running thence on said second line north 39 degrees 11 minutes 15 seconds east 200 feet to the end thereof and to the beginning of the third line of said described lot of ground, thence binding on said third line south 50 degrees 48 minutes 45 seconds east 200 feet to the end thereof and to the northwesterly side of Ridge Road, said point being also the beginning of the aforesaid last line of the lot described in said Deed, thence running and binding on said side of said Ridge Road and on the last outline aforementioned south 39 degrees 11 minutes 15 seconds west 200 feet to the place of beginning.

Each of the last two lots of ground are improved by a ranch style home, insolated flint coated shingle siding, containing living room, dining alcove, kitchen, 3 bedrooms, 1 bath, hot water baseboard heat, car port, except the third lot, all of the above properties are substantially completed.

Subject to any restrictive covenants and Utility Agreements, of record, affecting the properties.

TERMS OF SALE:- The above properties will be first offered as an entirety, and the bid reserved, then offered separately and sold in the manner producing the greatest amount. If sold as an entirety, a cash deposit of $1200. will be required of the purchaser at the time and place of sale, and if sold separately a cash deposit of $500. will be required of the purchaser at the time and place of sale; balance of the purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to day of settlement. Taxes, and all other assessments, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

WALTER S. CALWELL,
Attorney Named in Mortgage.
E. T. NEWELL & CO. INC.,
Auctioneers.
jy-5

The properties were sold to The Shipley Land Company, in fee simple, at and for the sum of Nineteen Thousand ($19,000.00) 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 17th day of July, 1956 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

CLARA M. LINK NOTARY PUBLIC BALTIMORE CITY

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LIBER 98 PAGE 570

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. 11,739 EQUITY
WALTER S. CALWELL,
Attorney Named in Mortgage,
versus
DOVER BUILDERS, INC.

Ordered, this 18th day of July, 1956, 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 27th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 27th day of August next.

The report states that the amount of sales was $19,000.00.

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

a-16

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 29, 1956

We hereby certify, that the annexed Order Nisi Sale Eq. 11,739 Dover Builders Inc

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 27th day of August, 1956. The first insertion being made the 26th day of July, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1956 AUG 29 PM 2:38

No. M.G. 5552

By [illegible]

LIBER 98 PAGE 571

ORDER NISI

WALTER S. CALWELL, Attorney Named in Mortgage

versus

DOVER BUILDERS, INC.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,739 Equity

Ordered, this 18th day of July, 1956, 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 27th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 27th day of August next.

The report states that the amount of sales ~~to be~~ was $19,000.00

Filed July 18, 1956
11:12 A.M.

George T. Cromwell Clerk.

True Copy.

TEST: Clerk.

(Final Order)

WALTER S. CALWELL, Attorney Named in Mortgage

versus

DOVER BUILDERS, INC.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 29th day of August, 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.

J. Benjamin Michaelson A. J.

FILED
1956 AUG 30 PM 1:14

LIBER 98 PAGE 572

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
VS.
Dover Builders, Inc.

In the

Circuit Court

For

Anne Arundel County

No. 11,739 Equity

To the Honorable, the Judges of said Court:

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

November 1, 1956

All of which is respectfully submitted.

Laura R. Fickling
Auditor.

FILED
1956 NOV -8 AM 9:18

Dr. in ac.

Walter S. Calwell, Attorney named in Mortgage vs.
Dover Builders, Inc.

To Attorney for Fee, viz:	250	00		
To Attorney for Commissions, viz:	606	69	856	69
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	36	20		
Auditor - stating this account	22	50	68	70
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	95	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	16	00		
New Amsterdam Casualty Co. - bond premium	108	00		
E. T. Newell & Co. - auctioneer's fee	100	00		
E. H. Richardson Associates, Inc. - preparing descriptions of lots	25	00		
One-half Federal documentary stamps	10	45		
One-half State documentary stamps	10	45		
Clara M. Link - notary fees	1	25	380	15
To Attorney for Taxes, viz: 1956 State and County taxes adjusted - 6 months 9 days	16	62	16	62
To Baltimore Federal Savings & Loan Ass'n, mortgagee - in full for mortgage claim filed	15,819	42	15,819	42
To The Shipley Land Company, second mortgagee - this balance on account mortgage claim filed	2,081	37	2,081	37
			19,222	95
Amount of second mortgage claim:	4,230	06		
Cr. Amount allowed above	2,081	37		
Balance due	2,148	69		

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

1956							
July	10	Proceeds of Sale		19,000	00		
		Interest on deferred payment of $17,800.00 to 9/25/56		222	95	19,222	95
				19,222	95		

ORDER NISI LIBER 98 PAGE 575

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

Dover Builders, Inc.

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,739 Equity.

FILED 1955 NOV -8 AM 9:18

ORDERED, This 8 day of November, 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 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 17 day of December next.

George T. Cromwell Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 18th day of December, 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.

LIBER 98 PAGE 576

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,739 Equity
WALTER S. CALWELL
Attorney Named In Mortgage
versus
DOVER BUILDERS, INC.

Ordered this 8th day of November, 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 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 17th day of December, next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

N-29

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 12, 1956

We hereby certify, that the annexed

Order Nisi Eq. 11,739

Auditor Account.

Dover Builders, Inc.

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 17th day of December, 1956. The first insertion being made the 15th day of November, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

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