LIBER 99 FAGE 1

H. Allen Mezger, Assignee	*	IN THE CIRCUIT COURT
vs.	*	FOR
George Oliver Cooper and	*	ANNE ARUNDEL COUNTY
Dorothy L. Cooper, his wife.	*	Equity No. 11,804

* * * * * * * * *

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 JUL 13 PM 2:40

FILED

1956 JUL 13 PM 2:40

JB

No Stamps Required

THIS MORTGAGE, Made this 19th day of April - - - -, in the year one thousand nine hundred and fifty-five-, between GEORGE OLIVER COOPER and DOROTHY L. COOPER, 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 Forty-two Hundred ($4200.00) - Dollars; being part of the purchase price of the hereinafter described property; the due execution of this mortgage having been a condition precedent to the granting of said advance.

AND WHEREAS, said mortgagors have agreed to repay the said sum so advanced with interest at the rate of six per centum (6%) per annum from the date hereof, in monthly installments of Forty-one ($41.00) Dollars - - - - - - - - - - - - - - - commencing on the fifth - - - day of May - - 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 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 point in the center line of Pasadena Road, distant Two Hundred (200) feet South Eighty-Eight (88) degrees West from the intersection formed by the center line of Pasadena Road with the Southwesterly side of Annapolis Boulevard, and at the beginning of the land described in a deed from Margaret M. O'Neill to August Smith July 22nd, 1935 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 142, folio 7, etc., and running thence South Eighty-Eight (88) degrees West binding on the center of Pasadena Road Fifty (50) feet; thence South Seventeen (17) degrees Forty-Five (45) minutes East parallel with the last line of the land described in the deed above referred to Three Hundred Sixty-Three and Two Tenths (363.2) feet to the third line of said land; thence binding thereon North Seventy-Eight (78) degrees Thirty-Seven (37) minutes East Forty-Eight and Forty-Two One-Hundredths (48.42) feet to the last line of said land and thence binding thereon North Seventeen (17) degrees Forty-Five (45) minutes West Three Hundred Fifty-Five (355) feet to the place of beginning.

BEING the same lot of ground which by deed dated July 29th, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 699, folio 201, was granted and conveyed by Howard M. Pumphrey, Surviving Partner of Pumphrey Brothers, to the said mortgagors.

FILED

1956 JUL 13 PM 2:40

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ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1. MD.

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

TO HAVE AND TO HOLD the said lot of ground and premises unto the said mortgagee, its 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.

oessors or assigns, may do so and add the oost 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 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 suocessors 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 oentum (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 oondition 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 oomply with said demand of the mortgagee, its suooessors or assigns, for a period of thirty days shall oonstitute a breach of this mortgage, and, at the option of the mortgagee, its suooessors or assigns, immediately mature the entire principal and interest hereby secured, and the mortgagee, its suocessors 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 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 decree or under the above power of

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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:

H. Allen Mezger

George Oliver Cooper (SEAL)
George Olover Cooper

Dorothy L. Cooper (SEAL)
Dorothy L. Cooper

(SEAL)

(SEAL)

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 19th day of April - - - 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George Oliver Cooper and Dorothy L. Cooper, his wife -

known to me (or satisfactorily proved) to be the persons whose names are subscribed to the within mortgage, and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared John P. Helmer - - - - - - - - President of the within named corporation, Mortgagee, personally known to me, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

H. Allen Mezger
H. Allen Mezger Notary Public

My Commission Expires May 2nd, 1955

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

Recorded: April 20, 1955 at 9.25 A.M.

5

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 executed by John P. Helmer, its President, and its corporate seal hereto affixed this 10th day of July , 1956.

Attest:

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

E. Jane Rusinek
E. Jane Rusinek

By: John P. Helmer
John P. Helmer, President

55-129

MORTGAGE

From:

George Oliver Cooper
and
Dorothy L. Cooper,
his wife

To:

Arundel Federal Savings and Loan Association of Baltimore City

THIRD ELECTION DISTRICT
ANNE ARUNDEL COUNTY

Received for Record 20 Day of July 1956 at 9:25 A.M. and the same day recorded in Liber J. H. H., No. 919 Fol. 197 Land Records of Anne Arundel County.

JOHN H. HOPKINS, 3rd Clerk

Recd. 5.00

MEZGER AND MEZGER
ATTORNEYS AND COUNSELLORS AT LAW
PARK AVENUE BUILDING (4TH FLOOR)
PARK AVENUE AND SARATOGA STREET
BALTIMORE 1, MARYLAND

FILED

Assmt of P. 100.00

OP

ASSMT
RECD FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1956 JUL 11 AM 9:02

STATEMENT OF MORTGAG CLAIM

LIBER 99 PAGE 7

H. Allen Mezger, Assignee

vs.

George Oliver Cooper and

Dorothy L. Cooper, his wife

IN THE

CIRCUIT COURT

— OF —

ANNE ARUNDEL COUNTY

Equity No. 11,804

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage		$ 4,200.00
Plus interest	$24.82	
Plus Debit Expense Account	21.26	46.08
Net Balance		4,246.08
Plus accumulated interest to August 31st, 1956 (with interest thereafter at rate of 6% per annum)		21.13
Total amount of Mortgage indebtedness		$ 4,267.21

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 31st day of August 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 & 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 SEP 7 PM 2.02

As witness my hand and Notarial Seal,

E. Jane Businek

My Commission Expires 5/6/57.

E. Jane Businek, *Notary Public.*

LIBER 99 PAGE 8

Milit: Affidavit under Soldiers' and S..ors' Civil Relief Act of 1940 and Amendment thereto of October 6, 1942

H. Allen Mezger, Assignee

vs.

George Oliver Cooper and

Dorothy L. Cooper, his wife

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

Equity No. 11,804
~~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 31st day of August 1956

E. Jane Rusinek
E. Jane Rusinek *Notary Public*
My Commission Expires May 6th, 1957.

FILED
1956 SEP -7 PM 2:01

9

Jud. 14042 ASSIGNEE'S BOND LIBER 99 PAGE 9

No. 11,804. 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 Four Thousand Three Hundred and 00/100 ($ 4,300.00) . . . . . 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 September in the year of our Lord nineteen hundred and fifty-six.

WHEREAS, the above bounden H. Allen Mezger by virtue of an assignment of a power contained in mortgage from George Oliver Cooper and Dorothy L. Cooper, his wife

to Arundel Federal Savings and Loan Association

dated April 19, 1955 and recorded in Liber JHH No. 919 folio 197 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 ~~by assignment of power~~ 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]

H. Allen Mezger

[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

Bond approved and filed this 7th day of September 1956.
George T. Cromwell Clerk

10

STATE OF MARYLAND, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That **MARYLAND CASUALTY COMPANY**, a corporation of the State of Maryland, does hereby constitute and appoint Vandervoort Rand, Joseph F. Howell, Ralph C. Holliday and Roberta H. Taylor, each with full power to act alone, its Attorneys-in-Fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in any court in the State of Maryland, and it does hereby declare that all such bonds signed and executed by any one of the aforesaid Attorneys-in-Fact shall be binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said **MARYLAND CASUALTY COMPANY** duly affixed by its Vice-President and attested by its Assistant Secretary, this 30th day of January, 1951.

MARYLAND CASUALTY COMPANY

Attest: D. W. VAUTHIER
Assistant Secretary

By: HARRY C. MICHAEL
Vice-President.

I HEREBY CERTIFY that the above is a correct and true copy of the original Power of Attorney and that the same is on this 6th day of September 19 56 in full force and effect.

MARYLAND CASUALTY COMPANY

D. W. Vauthier

D. W. Vauthier, Assistant Secretary.

//

H. Allen Mager, Assignee

vs.

George Oliver Cooper and

Dorothy L. Cooper, his wife

Mortgagee or Attorneys' Bond

BOND APPROVED

Clerk

Filed 193

H. Allen Mezger, Assignee	*	IN THE CIRCUIT COURT
vs.	*	FOR
George Oliver Cooper and	*	ANNE ARUNDEL COUNTY
Dorothy L. Cooper, his wife	*	Equity No. 11,804

* * * * * * * * * *

CERTIFICATION

We hereby certify, that on the 10th day of September, 1956, we sold at public auction for the highest price obtainable to the Arundel Federal Savings and Loan Association of Baltimore City, the property described as follows:

> Being 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 point in the center line of Pasadena Road, distant Two Hundred (200) feet South Eighty-Eight (88) degrees West from the intersection formed by the center line of Pasadena Road with the Southwesterly side of Annapolis Boulevard, and at the beginning of the land described in a deed from Margaret M. O'Neill to August Smith July 22nd, 1935, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 142, folio 7, etc., and running thence South Eighty-Eight (88) degrees West binding on the center of Pasadena Road Fifty (50) feet; thence South Seventeen (17) degrees Forty-Five (45) minutes East parallel with the last line of the land described in the deed above referred to Three Hundred Sixty-Three and Two Tenths (363.2) feet to the third line of said land; thence binding thereon North Seventy-Eight (78) degrees Thirty-Seven (37) minutes East Forty-Eight and Forty-Two One-Hundredths (48.42) feet to the last line of said land and thence binding thereon North Seventeen (17) degrees Forty-Five (45) minutes West Three Hundred Fifty-Five (355) feet to the place of beginning.

at and for the price of Forty-Two Hundred ($4200.00) 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 Forty-Two Hundred ($4200.00) Dollars.

In Testimony Whereof, the said body corporate has affixed its corporate seal hereto and has caused these presents to be signed by Henry C. Bourke, Jr., its Treasurer.

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

By _____
Henry C. Bourke, Jr., Treasurer

FILED
1956 SEP 15 AM 8:54

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

12

LIBER 99 PAGE 12

H. Allen Mezger, Assignee	*	IN THE CIRCUIT COURT
vs.	*	FOR
George Oliver Cooper and	*	ANNE ARUNDEL COUNTY
Dorothy L. Cooper, his wife	*	Equity No. 11,804

* * * * * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of H. Allen Mezger, Assignee, of the mortgage from George Oliver Cooper and Dorothy L. Cooper, 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 contained in a mortgage from George Oliver Cooper and Dorothy L. Cooper, his wife, to Arundel Federal Savings and Loan Association of Baltimore City dated April 19th, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 919, folio 197, which mortgage was then duly assigned on July 11th, 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 Monday, September 10th, 1956, at 3:15 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-Two Hundred ($4200.00) 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

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

FILED

1956 SEP 15 AM 8:54

13

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 13th day of September, 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.

G. Norman Medinger, Notary Public

My Commission Expires May 6th, 1957.

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

LIBER 99 PAGE 14

ORDER NISI

H. Allen Mezger, Assignee

versus

George Oliver Cooper and
Dorothy L. Cooper, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,804 Equity

Ordered, this 15th day of September, 1956, 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 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.

The report states that the amount of sales ~~was~~ was $ 4,200.00

Filed 1956 Sep 15 AM 8:54

George F. Cromwell Clerk.

True Copy.

TEST: Clerk.

(Final Order)

H. Allen Mezger, Assignee

versus

George Oliver Cooper and
Dorothy L. Cooper, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 25th day of October, 1956, that the sale made and reported by the ~~Trustee~~ Assignee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

FILED
1956 OCT 26 AM 11:34

15

LIBER 99 PAGE 15

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 24, 1956

We hereby certify, that the annexed

Order Nisi Sale

Eq. 11,504

George Oliver Cooper

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 22nd day of October, 1956. The first insertion being made the 20th day of September, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,504 Equity

H. ALLEN MEZGER, Assignee
Vs.
GEORGE OLIVER COOPER and DOROTHY L. COOPER, his wife.

Ordered, this 15th day of September, 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 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.

The report states that the amount of sale was $4,200.00.

GEORGE T. CROMWELL, Clerk.

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

O-11

FILED

No. M.G. 5767 1956 OCT 25 AM 9:07

6

Copy of Order Nisi for Maryland Gazette received this ___ day of November, 1956.

LIBER 99 PAGE 16 Capital-Gazette Press, Inc.

In the Case of

H. Allen Mezger,
Assignee
vs.
George Oliver Cooper
and
Dorothy L. Cooper, his wife

By: _____

In the

Circuit Court

For

Anne Arundel County

No. 11,804 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 8, 1956

All of which is respectfully submitted.

Laura K. Jackling
Auditor.

FILED
1956 NOV 16 PM 4.09

17. Filed 17 Nov. 1956

Dr. H. Allen Mezger, Assignee vs. George Oliver Cooper and Dorothy L. Cooper, his wife

			in ac.	
To Assignee for Fee, viz:	50	00		
To Assignee for Commissions, viz:	156	00	206	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	50	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	10	05		
Maryland Casualty Co. - bond premium	17	20		
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		
G. Norman Medinger - notary fee		50	122	70
To Arundel Federal Savings & Loan Ass'n of Baltimore City, mortgagee - this balance on account mortgage claim	3,819	80	3,819	80
			4,200	00
Amount of mortgage claim filed	4,267	21		
Cr. Amount allowed above	3,819	80		
Balance subject to decree in personam	447	41		

14

with H. Allen Mezger, Assignee Cr.

1956				
Sept.	10	Proceeds of Sale	4,200 00	4,200 00
				4,200 00

LIBER 99 PAGE 19

ORDER NISI

H. Allen Mezger,
Assignee

VERSUS

George Oliver Cooper
and
Dorothy L. Cooper, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 11,804 Equity.

ORDERED, This 17th 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 24th day of December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24th day of December next.

FILED 1956 NOV. 17

George + Cromwell Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 27th 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~~ Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED
1956 DEC 28 PM 4:07

William L. Cromwell
Judge

LA

LIBER 99 PAGE 20 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 17, 1956

We hereby certify, that the annexed

Order Nisi

Auditor Account

Eq. 11,804

George Oliver Cooper

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 24th day of December, 1956. The first insertion being made the 22nd day of November, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,804 Equity
H. ALLEN MEZGER, Assignee
Vs.
GEORGE OLIVER COOPER And DOROTHY L. COOPER, His Wife.

Ordered, this 17th 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 24th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24th day of December next.

GEORGE T. CROMWELL, Clerk.

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

D-6

FILED
1956 DEC 26 PM 1:09

No. M.G. 8944

21

LIBER 93 PAGE 21

H. Allen Mezger, Assignee	*	IN THE CIRCUIT COURT
vs.	*	FOR
Amanda Teal and Cecil A.	*	ANNE ARUNDEL COUNTY
Teal, her husband.	*	Equity No. 11,796

* * * * * * * * * *

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 JUL -6 AM 10: 18

THIS MORTGAGE, Made this 28th day of August - - , in the year one thousand nine hundred and fifty - -, between Amanda Teal and Cecil A. Teal, her husband - - - - - - - - - - -, 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 $2.20

WHEREAS, said mortgagors, being members of said body corporate, have received therefrom an advance of Thirty-five Hundred ($3500.00) - 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.

RECORDATION TAX ACT OF 1947 $1.10

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-seven Dollars and Fifty Cents ($37.50) - - - - commencing on the fifteenth day of October 1950, and on the fifteenth - - day of each month thereafter, to be applied first to the payment of the interest then due and the balance to be applied on account of the said indebtedness until the whole of said principal sum shall be paid.

RECORDATION TAX ACT OF 1947 55 CENTS

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said mortgagors do grant, convey and assign unto the said mortgagee, its successors and assigns, all those lots of ground situate and lying in the Third Election District, Anne Arundel County, Maryland - - - - - - - - - - - - - -, ~~and~~ described as follows:

~~BEGINNING~~ BEING known and designated as Lots Nos. Twenty-two (22) and Twenty-three (23), Section 61, as shown on a plat of Green Haven which plat is recorded among the Plat Records of Anne Arundel County formerly in Plat Book Liber G. W. No. 1, Folio 4, Plat No. 346 (sometimes known as Liber W.N.W. No. 1, Folio 346) but now recorded in Plat Cabinet 2, Rod D-9, Plat No. 346.

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 2, MD.

BEING the same lots of ground which by Deed dated July 21st, 1928, and recorded among the Land Records of Anne Arundel County, in Liber F.S.R. No. 37, Folio 503, were granted and conveyed by Clarence H. Taylor and Alice M. Taylor, his wife, to the said Mortgagors.

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

TO HAVE AND TO HOLD the said lots of ground and premises unto the said mortgagee, its successors and assigns, in fee simple, subject to the restrictions of record.

PROVIDED, however, if the said mortgagors, their heirs, personal 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

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ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 2, MD.

3

buildings on the premises insured against loss by fire, windstorm, and other hazards for the benefit of the mortgagee, its successors or assigns, in some company acceptable to the mortgagee, its successors or assigns, to the extent of its lien thereon and to deliver the policy and all renewal receipts to the mortgagee, its successors or assigns; and in case of failure of the mortgagors, their heirs, personal representatives and assigns, so to do, the mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (2) To pay monthly on or before the fifteenth day of each and every month the sum of Five Dollars and Seventy-five Cents ($5.75) 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 percentum (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) 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

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ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 2, MD.

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 herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary grant or assignment, or in any other manner without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (6) That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thiry days.

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

AND the said mortgagors, consent that a decree may be passed 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), ~~under the provisions of Sections 730 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 by said mortgagee, its successors or assigns, or by Irving H. Mezger, their duly constituted Attorney or Agent, under Article LXVI, ~~Sections 6 to 10, inclusive, of the Maryland Code (1924~~, 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 therein granted, 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.

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 2, MD.

4-P

The said mortgagors covenant that they will warrant specially the property hereby conveyed, and that they will execute such further assurances as may be requisite.

WITNESS the hands and seals of the said mortgagors.

Witness:

H. Allen Mezger

Amanda Teal (SEAL)
Amanda Teal

Cecil A. Teal (SEAL)
Cecil A. Teal

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 28th day of August- - ,1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Amanda Teal and Cecil A. Teal, her husband - known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within mortgage, and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared John P. Helmer - - - - President of the within named corporation, Mortgagee, personally known to me, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

H. Allen Mezger Notary Public

My Commission Expires May 7th, 1951.

Recorded- 29th August, 1950, at 9:30 A.M.

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 2, MD.

5

50-342

LIBER 99 PAGE 27

MORTGAGE

From:

Amanda Teal and Cecil A. Teal,
her husband

To:

Arundel Federal Savings and Loan
Association of Baltimore City

THIRD ELECTION DISTRICT
ANNE ARUNDEL COUNTY

Aug 30 9-30 29 Q
586 529
John H. Hopkins

MEZGER AND MEZGER
ATTORNEYS AND COUNSELLORS AT LAW
[redacted]
BALTIMORE 2, MD.
PARK AVENUE BUILDING

FILED

~~Ralph~~ GRIEL
RALPH

385 5.00

LIBER 99 PAGE 28

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 executed by John P. Helmer, its president, and its corporate seal hereto affixed this 25th day of June, 1956.

Attest:

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

E. Jane Rusinek

E. Jane Rusinek

By: John P. Helmer

John P. Helmer, President

OP

SHORT ASSIGNMENT

OF MORTGAGE

FROM

ARUNDEL FEDERAL SAVINGS AND LOAN

ASSOCIATION OF BALTIMORE CITY

TO

H. ALLEN MEZGER, ASSIGNEE.

THIRD ELECTION DISTRICT
ANNE ARUNDEL COUNTY

Received for Record

at _____ *o'clock* _____ *M. Same day*

Recorded in Liber M. L. P. No. _____

Folio _____ *etc., one of the* _____

Records of ~~[illegible]~~ *and examined.*

Per _____ *Clerk.*

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY

1956 JUN 27 AM 9:23

& RECORDED IN LIBER ~~[illegible]~~ NO. 586 FOLIO 533

GEO. T. GROMWELL, CLERK

8

100

STATEMENT OF MORTGAG CLAIM

LIBER 99 PAGE 29

H. Allen Mezger, Assignee

vs.

Amanda Teal and Cecil A. Teal, her husband

IN THE

CIRCUIT COURT

— OF —

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

Equity No. 11,796

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage		$ 3,500.00
Less - Total amount paid on account of Principal	$1,164.14	
Plus Debit Expense Account	13.75	1,150.39
Net Balance		$ 2,349.61
Plus accumulated interest to August 31st, 1956 (with interest thereafter at rate of 6% per annum)		35.22
Total amount of Mortgage indebtedness		$ 2,384.83

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 31st day of August 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 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 SEP -7 PM 2:02

As witness my hand and Notarial Seal.

El Jane Rusinek, *Notary Public.*

My Commission Expires 5/6/57.

LIBER 99 PAGE 30

Milit: Affidavit under Soldiers' and S ors' Civil Relief Act of 1940 and Amendment thereto of October 6, 1942

H. Allen Mezger, Assignee

vs.

Amanda Teal and Cecil A. Teal, her husband.

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

Equity No. 11,796

~~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, Amanda Teal, has departed this life, Cecil A. Teal,

(1) a 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 31st day of August 1956

E. Jane Businek
E. Jane Businek *Notary Public*

My Commission Expires May 6th, 1957

FILED

1956 SEP -7 PM 2:02

10

Jud. 14042.
ASSIGNEE'S BOND
~~MORTGAGEE'S OR ATTORNEY'S BOND~~

LIBER 99 PAGE 31

No. 11,796 Equity

Know all Men by these Presents:

THAT WE H. Allen Mezger
200 W. Saratoga Street
Baltimore 1, Maryland
of

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 Two Thousand Four Hundred and 00/100($ 2,400.00) . . . . . 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 September in the year of our Lord nineteen hundred and fifty-six.

WHEREAS, the above bounden H. Allen Mezger by virtue of an assignment of a power contained in mortgage from Amanda Teal and Cecil A. Teal, her husband

to Arundel Federal Savings and Loan Association

dated August 28, 1950 and recorded in Liber JHH No. 586 folio 529 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

~~by assignment of power~~ 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

Bond approved and filed
this 7th day of September 1956
George L. Cromwell, Clerk

FILED
1956 SEP -7 PM 2:02

11

STATE OF MARYLAND, Baltimore City, set:

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 September 56 19__, in full force and effect.

MARYLAND CASUALTY COMPANY

D. W. Vauthier, Assistant Secretary.

H. Allen Wagner, Assignee

vs.

Amanda Teal and Cecil A., her husband

Mortgage or Attorneys' Bond

BOND APPROVED

Clerk

Filed 193

H. Allen Mezger, Assignee	*	IN THE CIRCUIT COURT
vs.	*	FOR
Amanda Teal and Cecil A.	*	ANNE ARUNDEL COUNTY
Teal, her husband	*	Equity No. 11,796

* * * * * * * * * * *

CERTIFICATION

We hereby certify, that on the 10th day of September, 1956, we sold at public auction for the highest price obtainable to the Arundel Federal Savings and Loan Association of Baltimore City, the property described as follows:

> Being all those lots of ground situate and lying in the Third Election District, Anne Arundel County, Maryland, and described as follows: BEING known and designated as Lots Nos. Twenty-two (22) and Twenty-three (23), Section 61, as shown on a plat of Green Haven which plat is recorded among the Plat Records of Anne Arundel County formerly in Plat Book Liber G. W. No. 1, folio 4, Plat No. 346, (sometimes known as Liber W.N.W. No. 1, Folio 346) but now recorded in Plat Cabinet 2, Rod D-9, Plat No. 346.

at and for the price of Twenty-Five Hundred ($2500.00) 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 Twenty-Five Hundred ($2500.00) Dollars.

In Testimony Whereof, the said body corporate has affixed its corporate seal hereto and has caused these presents to be signed by Henry C. Bourke, Jr., Treasurer.

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

By _____
Henry C. Bourke, Jr., Treasurer.

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

FILED
1956 SEP 15 AM 8:56

13

H. Allen Mezger, Assignee	*	IN THE CIRCUIT COURT
vs.	*	FOR
Amanda Teal and Cecil A.	*	ANNE ARUNDEL COUNTY
Teal, her husband	*	Equity No. 11,796

* * * * * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of H. Allen Mezger, Assignee, of the mortgage from Amanda Teal and Cecil A. Teal, her husband, to the Arundel Federal Savings and Loan Association of Baltimore City, filed in these proceedings, respectfully shows:

That under the power and authority contained in a mortgage from Amanda Teal and Cecil A. Teal, her husband, to Arundel Federal Savings and Loan Association of Baltimore City dated August 28th, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 586, folio 529, which mortgage was then duly assigned on June 27th, 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 Monday, September 10th, 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, who was then and there the highest bidder at and for the sum of Twenty-Five Hundred ($2500.00) 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

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

FILED
1956 SEP 15 AM 8:56

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 13th day of September, 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.

G. Norman Medinger Notary Public

My Commission Expires May 6th, 1957.

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

LIBER 99 PAGE 36

ORDER NISI

H. Allen Mezger, Assignee

versus

Amanda Teal
and
Cecil A. Teal, her husband

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,796 Equity

Ordered, this 15th day of September, 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 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.

The report states that the amount of sales was $ 2,500.00

Filed 1956 Sep 15 AM 8:56

George E. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

H. Allen Mezger, Assignee

versus

Amanda Teal
and
Cecil A. Teal, her husband

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 25th day of October finally, 1956, that the sale made and reported by the 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 assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Meechadson
Judge.

FILED
1956 OCT 26 AM 11:33

16

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 24, 1956

We hereby certify, that the annexed

Order Nisi Sale

Eq. 11,796

Amanda Teal

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 22nd day of October, 1956. The first insertion being made the 20th day of September, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,796 Equity

H. ALLEN MEZGER, Assignee

Vs.

AMANDA TEAL and CECIL A. TEAL, her husband.

Ordered, this 15th day of September, 1956, That the sale of the Property in these Proceedings mentioned, made and reported by H. Allen Metzger, Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sale was $2,500.00.

GEORGE T. CROMWELL, Clerk.
True Copy, TEST:
GEORGE F. CROMWELL, Clerk.
O-11

FILED
1956 OCT 25 AM 9:07

No. M.G. 5768

7

Jud. 14042.
ADDITIONAL ASSIGNEE'S BOND

LIBER 99 PAGE 38

No. 11,796 - Equity

Know all Men by these Presents:

THAT WE H. Allen Mezger,
200 W. Saratoga Street
Baltimore 1, Maryland
of

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~~ additional sum of One Hundred and 00/100 ($ 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 10th day of September in the year of our Lord nineteen hundred and fifty-six.

WHEREAS, the above bounden H. Allen Mezger by virtue of an assignment of a power contained in mortgage from Amanda Teal and Cecil A. Teal, her husband

to Arundel Federal Savings and Loan Association

dated August 28, 1950 and recorded in Liber JHH No. 586 folio 529 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 H. Allen Mezger

is about to execute the power vested in him by assignment of power 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

Addl Bond approved & filed this 19 Day of Sept. 1956.
George T. Cromwell, Clerk

14

STATE OF MARYLAND, Baltimore y, sct:

KNOW ALL MEN BY THESE PRESENTS: That **MARYLAND CASUALTY COMPANY**, a corporation of the State of Maryland, does hereby constitute and appoint Vandervoort Rand, Joseph F. Howell, Ralph C. Holliday and Roberta H. Taylor, each with full power to act alone, its Attorneys-in-Fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in any court in the State of Maryland, and it does hereby declare that all such bonds signed and executed by any one of the aforesaid Attorneys-in-Fact shall be binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said **MARYLAND CASUALTY COMPANY** duly affixed by its Vice-President and attested by its Assistant Secretary, this 30th day of January, 1951.

MARYLAND CASUALTY COMPANY

Attest: D. W. VAUTHIER
Assistant Secretary

By: HARRY C. MICHAEL
Vice-President

I HEREBY CERTIFY that the above is a correct and true copy of the original Power of Attorney and that the same is on this 10th day of Sept. 1956 in full force and effect.

MARYLAND CASUALTY COMPANY

D W Vauthier

D. W. Vauthier, Assistant Secretary

Arundel Federal Savings and Loan Association

vs.

Amanda Teal and Cecil A. Teal, her husband

ADDITIONAL ASSIGNEE'S BOND

Mortgagee of Attorneys Bond

BOND APPROVED

Clerk

Filed _____ 193__

LIBER 99 PAGE 40

In the Case of

H. Allen Mezger,
Assignee
vs.
Amanda Teal
and
Cecil A. Teal, her husband

In the

Circuit Court

For

Anne Arundel County

No. 11,796 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 9, 196

All of which is respectfully submitted.

Laura K. Dickling
Auditor.

FILED

1956 NOV 17 AM 9:03

19

Dr. in ac.

H. Allen Mezger, Assignee, vs. Amanda Teal and Cecil A. Teal, her husband

To Assignee for Fee, viz:	50	00		
To Assignee for Commissions, viz:	107	50	157	50
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	30	00		
Auditor - stating this account	13	50	53	50
To Assignee for expenses, viz:				
Capital-Gazette Press - advertising sale	41	24		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	10	40		
Maryland Casualty Co. - bond premium	10	00		
E. T. Newell & Co., Inc. - auctioneer's fee	25	00		
Clerk of Court - recording assignment	1	00		
One-half Federal documentary stamps	1	38		
One-half State documentary stamps	1	37		
G. Norman Medinger - notary fee		50	104	89
To Arundel Federal Savings & Loan Ass'n of Baltimore City, mortgagee - this balance on account mortgage claim	2,184	11	2,184	11
			2,500	00
Amount of mortgage claim filed	2,384	83		
Cr. Amount allowed above	2,184	11		
Balance subject to decree in personam	200	72		

with H. Allen Mezger, Assignee

			Dr.	Cr.
1956				
Sept.	10	Proceeds of Sale	2,500 00	2,500 00
				2,500 00

LIBER 99 PAGE 43

ORDER NISI

H. Allen Mezger,

Assignee

VERSUS

Amanda Teal

and

Cecil A. Teal, her husband

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,796 Equity.

ORDERED, This 17th 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 24th day of December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24th day of December next.

FILED 1956 NOV. 17

George F. Bramwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 21st 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~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED

1956 DEC 28 PM 4:07

LIBER 99 PAGE 44 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 17, 1956

We hereby certify, that the annexed

Order Nisi

Auditor Account

Eq. 11,796

Amanda Teal & Cecil A. Teal

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 24th day of December, 1956. The first insertion being made the 22nd day of November, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,796 Equity

H. ALLEN MEZGER, Assignee
Vs.
AMANDA TEAL & CECIL A. TEAL, Her Husband.

Ordered, this 17th 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 24th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24th day of December next.

GEORGE T. CROMWELL, Clerk.

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

D-6

FILED
1956 DEC 26 PM 1:09

No. M.C. 8965

2.3

LIBER 99 PAGE 45

MARGARET McCLUNG BILLINGSLEY and JAMES HERNDON BILLINGSLEY, JR., infant, by his mother and next friend, Margaret McClung Billingsley Christiansburg, Virginia Plaintiffs	*	IN THE CIRCUIT COURT FOR
vs.	*	ANNE ARUNDEL COUNTY
CLARENCE JORDAN, JR., and MARGARET B. JORDAN, his wife, Arnold, Maryland Defendants	*	No. 11,694 - Equity
and James Herndon Billingsley, Jr, infant Christiansburg, Virginia, Defendant	* * * *	

BILL OF COMPLAINT

To the Honorable, the Judges of said Court:

Your orators, by their attorney, Ridgely P. Melvin, Jr., respectfully represent:

1. That your oratrix Margaret McClung Billingsley and the infant plaintiff, James Herndon Billingsley, Jr., her son, own as joint tenants the following described property: all those lots or parcels of ground located at Arnold, Maryland, in the Third Election District of Anne Arundel County, consisting of approximately 2.7 acres of unimproved land, as described in the following deeds from Charles H. Tate and wife to James H. Billingsley and Edith May Billingsley (the former deceased wife of James Herndon Billingsley), dated and recorded among the Land Records of Anne Arundel County as follows: (1) 11 December 1928, Liber F.S.R. No. 47, folio 96 (second parcel only); (2) 30 July 1931, Liber F.S.R. No. 89, folio 267; (3) 3 July 1944, Liber J.H.H. No. 310, folio 301; EXCEPTING, HOWEVER, the following conveyances heretofore made from said property described in the following deeds recorded among the Land Records of Anne Arundel County: (a) From Margaret M. Billingsley, etc., to Clarence Jordan, Jr., dated 19 March 1949 and recorded in

Filed MAR 22 1956

Liber J.H.H. No. 514, folio 459; (b) From Richard E. Lankford, Trustee, to Clarence Jordon, Jr., dated 30 September 1949 and recorded in Liber J.H.H. No. 540, folio 516; (c) From Richard E. Lankford, Trustee, to Virginia Lederhos, dated 24 October 1949 and recorded in Liber J.H.H. No. 545, folio 72.

2. That your oratrix and her said infant son, James H. Billingsley, Jr., acquired the aforementioned property under and by virtue of the last will and testament of James H. Billingsley who departed this life testate on 25 October 1947, leaving surviving him his widow, who is your oratrix, and his infant son, the said James H. Billingsley, Jr., his said last will and testament being duly recorded among the Will Records of Anne Arundel County in the Orphans' Court in No. 55 Wills, R.G.P. No. 3, page 82.

3. That the first marriage of the said James H. Billingsley had been terminated by the prior death of his first wife, Edith May Billingsley.

4. That your oratrix, individually, and on behalf of her infant son, the said James Herndon Billingsley, Jr., has heretofore agreed to sell the above-mentioned property to Clarence Jordan, Jr., and Margaret B. Jordan, his wife, two of the defendants herein, at and for the sum of $1575.00, a written contract therefor being filed herewith and prayed to be taken as a part hereof.

5. That the sale of said property in accordance with said contract will be for the best interest and advantage of the parties entitled to interest therein, particularly the infant, James Herndon Billingsley, Jr., and your oratrix, who now reside in the State of Virginia and are unable to properly look after said property, and are in need of funds for their proper maintenance and support.

6. That the said property is free and clear of any liens and encumbrances; and that the sum of $1,575.00 for said property is fair and equitable.

TO THE END, THEREFORE:

(a) That a decree may be passed confirming the contract of sale for said property and that a Trustee or Trustees may be appointed for the purpose of effecting conveyance thereof.

(b) That the proceeds of said sale, after proper deduction for commission, expenses, etc., may be distributed among the parties hereto according to their respective rights and interests.

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

AND as in duty bound, etc.

Ridgely P. Melvin, Jr.

Ridgely P. Melvin, Jr.
212 Duke of Gloucester Street
Annapolis, Maryland
Attorney for Plaintiff

3

CONTRACT OF SALE—Form 19.

LIBER 99 PAGE 48

No. 11,694 Equity

THIS AGREEMENT, Made this 10th day of March

nineteen hundred and fifty-six , between

MARGARET McCLUNG BILLINGSLEY, widow, and JAMES H. BILLINGSLEY, JR., a minor, by Margaret McClung Billingsley, his mother and natural guardian, of the State of Virginia,

of the first part and

CLARENCE JORDAN, JR., and MARGARET B. JORDAN, his wife, of the State of Maryland,

of the second part.

Witnesseth, that the said parties of the first part do hereby bargain and sell unto the said parties of the second part, and the latter doth hereby purchase from the former, the following described property, situate and lying in the Third Election District of Anne Arundel County, as described in the following deeds from Charles H. Tate and wife to James H. Billingsley and wife, dated and recorded among the Land Records of Anne Arundel County as follows:
(1) dated 11 December 1928, filed in Liber F.S.R. No. 47, folio 96 (second parcel only);
(2) dated 30 July 1931, filed in Liber F.S.R. No. 89, folio 267;
(3) dated 3 July 1944, filed in Liber J.H.H. No. 310, folio 301;
EXCEPTING the conveyances heretofore made from said property described in the following deeds recorded among the Land Records of Anne Arundel County:
(a) Margaret M. Billingsley, etc., to Clarence Jordan, Jr., dated 19 March 1949 and recorded in Liber J.H.H. No. 514/459;
(b) Richard E. Lankford, Trustee, to Clarence Jordan, Jr., dated 30 September 1949 and recorded in Liber J.H.H. No. 540, folio 516.
(c) Richard E. Lankford, Trustee, to Virginia Lederhos, dated 24 October 1949 and recorded in Liber J.H.H. No. 545, folio 72.

At and for the price of Fifteen Hundred Seventy-Five Dollars ($1,575.00), of which One Hundred Dollars ($100.00) have been paid prior to the signing hereof and the balance to be paid as follows: $1,475.00 in cash at the time of settlement, which shall be within fifteen (15) days after ratification of this sale by the Circuit Court for Anne Arundel County in Equity; it being agreed that the above sale is subject to said ratification. Should the Court not ratify this sale the above mentioned deposit shall be returned to the Vendees.

And upon payment as above of the unpaid purchase money, a Deed for the property shall be executed at the Vendee's expense by the Vendor, which shall convey the property by a good and merchantable title to the Vendee.

Taxes, to be adjusted to date of settlement. Cost of Federal and State revenue stamps to be equally divided between the parties hereto.

Time is the essence of this contract.

Examiner's Exhibit No. 2
Billingsley v. Jordan
(Equity No. 11,694)
John S. Rowe, Jr.
Examiner

Witness our hands and seals.

TEST:

Ridgely P. Melvin

Margaret McClung Billingsley [SEAL]
Margaret McClung Billingsley

Margaret McClung Billingsley [SEAL]
Margaret McClung Billingsley, Guardian
of James H. Billingsley, Jr., a minor

Clarence Jordan Jr. [SEAL]
Clarence Jordan, Jr

Margaret B. Jordan [SEAL]
Margaret B. Jordan

FILED
1956 MAR 24 PM 3:06

Filed MAR 22 1956

4

MARGARET McCLUNG BILLINGSLEY, et al.	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
	*	ANNE ARUNDEL COUNTY
CLARENCE JORDAN, JR., et ux.	*	
	*	No. 11,694- Equity

* * * * *

AUTHORITY TO SOLICITOR

I, MARGARET McCLUNG BILLINGSLEY, hereby authorize Ridgely P. Melvin, Jr., Attorney at Law, to use my name as mother and next friend of my infant son, JAMES HERNDON BILLINGSLEY, JR., in the above entitled case, and to represent us in said proceedings in connection with the sale of our property at Arnold, Maryland, to Clarence Jordan, Jr., and Margaret B. Jordan, his wife.

Margaret McClung Billingsley

Margaret McClung Billingsley

Filed

MARGARET McCLUNG BILLINGSLEY, et al	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
	*	ANNE ARUNDEL COUNTY
CLARENCE JORDAN, JR., et ux.	*	No. 11,694 - Equity

* * * * *

A N S W E R

To the Honorable, the Judges of said Court:

The answer of Clarence Jordan, Jr., and Margaret B. Jordan to the bill of complaint exhibited against them in the above entitled proceeding respectfully represents:

1. That they admit the allegations contained in the bill of complaint.

2. That they consent to the passage of a decree by this Honorable Court confirming the contract of sale referred to in the bill of complaint.

AND as in duty bound, etc.

Clarence Jordan, Jr.

Clarence Jordan, Jr.

Margaret B. Jordan

Margaret B. Jordan

Filed MAR 24 1958

6

MARGARET McCLUNG BILLINGSLEY, et al.	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
CLARENCE JORDAN, JR., et al.	*	ANNE ARUNDEL COUNTY
	*	No. 11,694 - Equity

* * * * *

PETITION TO AMEND BILL OF COMPLAINT

To the Honorable, the Judges of said Court:

The petition of Margaret McClung Billingsley, by her attorney, Ridgely P. Melvin, Jr., respectfully represents:

That your petitioner is advised that in order to give this Honorable Court jurisdiction in the premises to decree the confirmation of the contract mentioned in these proceedings for the sale of the interest of the infant, James Herndon Billingsley, Jr., in the property mentioned herein, it is necessary that said infant be made a party defendant, and that said infant appear and answer the Bill of Complaint by guardian ad litem to be appointed by this Court.

WHEREFORE, your petitioner prays the Court to pass an order allowing her, by her attorney, to amend by interlineation the Bill of Complaint heretofore filed herein to include the said infant, James Herndon Billingsley, Jr., as a party defendant in these proceedings.

AND as in duty bound, etc.

Ridgely P. Melvin, Jr.

Ridgely P. Melvin, Jr.
212 Duke of Gloucester Street
Annapolis, Maryland
Solicitor for Plaintiffs

FILED
1956 APR 18 PM 3:42

7

LIBER 99 PAGE 52

O R D E R

Upon the foregoing petition it is thereupon, this 19th day of April 1956, by the Circuit Court for Anne Arundel County, ORDERED that the petitioner, Margaret McClung Billingsley, be, and she is hereby, allowed, by her attorney, to amend by interlineation the Bill of Complaint filed in these proceedings so as to include the infant, James Herndon Billingsley, Jr., as a party defendant in these proceedings.

Benjamin Michaelson
Judge

FILED
1956 APR 19 PM 1:06

MARGARET McCLUNG BILLINGSLEY, et al.	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
	*	ANNE ARUNDEL COUNTY
CLARENCE JORDAN, JR., et al.	*	No. 11,174 - Equity

* * * * *

ORDER OF PUBLICATION

The object of these proceedings is to obtain confirmation by the Court of a contract of sale for property owned by Margaret M. Billingsley and James Herndon Billingsley, Jr., her infant son, and to obtain the appointment of a trustee or trustees for the purpose of effecting conveyance of said property in accordance with the terms thereof.

The bill of complaint recites that the property is owned as joint tenants by Margaret McClung Billingsley and her infant son, James Herndon Billingsley, Jr.; that said property is located in the Third Election District of Anne Arundel County and consists of approximately 2.7 acres of unimproved land; that said infant and his said mother acquired the aforementioned property under and by virtue of the last will and testament of James H. Billingsley, who departed this life testate on 25 October 1947, leaving surviving him his widow and his infant son; that said last will and testament is duly recorded among the Will Records of Anne Arundel County in the Orphans' Court in No. 55 Wills, R.G.P. No. 3, page 82; that Margaret M. Billingsley, individually and on behalf of her said infant son, has heretofore agreed to sell the above-mentioned property to Clarence Jordan, Jr., and wife at and for the sum of $1,575.00, a written contract therefor being filed with these proceedings and prayed to be taken as a part hereof; that the sale of said property in accordance with said contract

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will be for the best interest and advantage of the parties entitled to interest therein, particularly the infant, James Herndon Billingsley, Jr.; that said infant and his said mother now reside in the State of Virginia and are unable to properly look after said property and are in need of funds for their proper maintenance and support; that said property is free and clear of any liens and encumbrances and that the sum of $1,575.00 for said property is fair and equitable.

It is therefore ORDERED, this 19 day of April 1956, by the Circuit Court for Anne Arundel County, that the plaintiffs, by causing a copy of this order to be inserted in some daily or weekly newspaper, published in Anne Arundel County, once a week for four successive weeks before the 28 day of May, 1956, give notice to the infant defendant, James Herndon Billingsley, and his parent or guardian, to appear in this Court in person or by solicitor or by a guardian to be appointed by this Court, on or before the 13 day of June, 1956 to show cause, if any there may be, why a decree should not be passed as prayed; or in the alternative to give said notice by causing a copy of this order to be personally served on said infant and a copy thereof left with his parent or guardian, one month before the day fixed above for his appearance as aforesaid, in accordance with Section 160 of Article 16 of the Annotated Code of Maryland (1951 Edition).

George T. Cromwell, Clerk.

George T. Cromwell, Clerk

10

LIBER 98 FOLIO 55

MARGARET McCLUNG BILLINGSLEY, et al.	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
	*	ANNE ARUNDEL COUNTY
JAMES HERNDON BILLINGSLEY, JR., infant, et al	*	No. 11,694 - Equity

* * * * *

PETITION FOR APPOINTMENT
OF GUARDIAN AD LITEM

To the Honorable, the Judges of said Court:

The petition of the plaintiffs in the above cause, by Ridgely P. Melvin, Jr., their attorney, respectfully represents:

That the said James Herndon Billingsley, Jr., defendant in said cause, has been notified according to law of the above entitled proceedings, but being an infant be cannot answer and defend this suit for himself.

Your petitioners therefore pray your Honors to appoint a Guardian Ad Litem to appear and answer for said infant.

AND as in duty bound, etc.

FILED
1956 APR 23 AM 10:58

Ridgely P. Melvin, Jr.
Ridgely P. Melvin, Jr.
212 Duke of Gloucester Street
Annapolis, Maryland
Attorney for Plaintiffs

O R D E R

ORDERED by the Circuit Court for Anne Arundel County, this 23d day of April 1956, that Winson G. Roth, Jr. be, and is hereby, appointed Guardian Ad Litem to appear and answer for James Herndon Billingsley, Jr., infant.

Benjamin Michaelson
Judge

FILED
1956 APR 23 PM 3:32

MARGARET McCLUNG BILLINGSLEY, et al.	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
	*	ANNE ARUNDEL COUNTY
JAMES HERNDON BILLINGSLEY, JR., infant, et al	*	No. 11,694- Equity

* * * * *

ANSWER OF GUARDIAN AD LITEM

To the Honorable, the Judges of said Court:

James Herndon Billingsley, Jr., infant, defendant in the above entitled proceeding, by Winson G. Gott, Jr., Guardian Ad Litem, for answer to the bill of complaint filed herein respectfully shows:

1. That he neither admits nor denies the allegations contained in the said bill of complaint but demands strict proof thereof.

Having answered the said bill of complaint as fully as he can and submitting to such decree as this Court shall deem equitable and proper to pass in the premises, he prays that his interests may be protected in such manner as shall be consistent with equity.

AND as in duty bound, etc.

Guardian Ad Litem

FILED
1956 APR 24 PM 2:20

12

LIBER 99 PAGE 57

MARGARET McCLUNG BILLINGSLEY, ET AL.	:	IN
	:	THE CIRCUIT COURT
VS.	:	FOR
	:	ANNE ARUNDELCOUNTY
CLARENCE JORDAN, JR., ET AL.	:	No. 11,694 Equity

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

TESTIMONY ON BEHALF OF THE PLAINTIFFS

April 2[illegible], 1956

Present:

Mr. Ridgely P. Melvin, Solicitor for Plaintiff.

Mr. John G. Rouse, Jr., Examiner.

Mrs. Katharine H. McCutchan, Court Stenographer.

Witnesses:

Thos. C. Worthington, pages 2, 3, 4.

Jos. F. Schwalier, pages 5, 6.

Marg. McClung Billingsley, pages 7, 8, 9, 10.

Jas. H. Billingsley, Jr., pages 11, 12.

FILED

1956 APR 24 PM 3:04

13

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

(Mr. Melvin)

1. Will you state your name and address?

A. Thomas C. Worthington, Towns-Worth Building, South Street, Annapolis, Md.

2. In what business are you engaged?

A. I am a realtor.

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

A. I have been engaged in that business since 1949.

4. Are you familiar with property values in Anne Arundel County?

A, Yes I am.

5. Have you had an occasion to inspect the property which is the subject matter of this proceeding?

A. Yes I did.

6. Did you make an appraisal of the property?

A. Yes.

7. When did you make an inspection of the property?

A. Mr. Schwalier and I inspected the property on March 24, 1956.

8. Will you describe the property?

A. The property is in three parcels; one parcel contains one acre; the other is a pie-shaped piece, containing .15 acres, and the last parcel contains 1.654 acres.

9. Where is the property located?

A. Approximately a half a mile north of the Arnold intersection on the Ritchie Highway.

10 Are there any improvements or buildings on the property?

A. No.

11. Is it cultivated or uncultivated?

A. The lot facing on the road has been cleared off but the rest of the land has not.

14

12. In your opinion, is $1575.00 a fair price for this entire property?

A. Yes, it certainly is.

13. Do you think it would be to the best interest and advantage to the parties to this suit, particularly to the infant, that the property be sold for that price?

A. I do, sir.

14. You stated you made an appraisal of the property; what was the amount of your appraisal?

A. $1130.00.

15. Why do you think it would be to the best interest of the parties to this suit that the property be sold?

A. I understand Mrs. Billingsley lives in Virginia which is quite a distance from the property. The property is not being used and taxes are being paid on it. The property is growing up and it is more valuable now than it will be later.

GENERAL QUESTION BY THE EXAMINER:

Do you know or can you state any other matter of thing that may be of benefit or advantage to the parties to this suit, or either of them, or that may be material to the subject of this your examination or the matter in question between the parties? If so, state the same fully and at large in your answer.

Answer....No.....

Signature....Thomas C. Watkins.....

Joseph F. Schwalier, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Melvin)

1. Will you state your name and address?

A. Joseph F. Schwalier, 3 Church Circle, Annapolis, in care of Fred E. Voges. I have been in the real estate business four years, both selling real estate and insurance.

2. Did you have occasion to inspect the property which is the subject matter of these proceedings?

A. Yes.

3. When did you inspect the property?

A. I inspected it on March 24, 1956 with Mr. Worthington for the purpose of appraising the property.

4. Mrs. Billingsley and her infant son have agreed to sellthis property to Mr. and Mrs. Clarence Jordan, subject to ratification of the contract by the Court for $1575.00; is that a fair and reasonable price for the property?

A. Yes it is.

5. Did you make an appraisal of the property?

A. Yes.

6. What, in your opinion, is the fair market value of the property?

A. $1150.00.

7. Do you think it would be to the best interest and advantage to the parties to this suit, particularly the infant, that the property be sold for this price?

A. Yes I do.

8. You have heard the testimony of Mr. Worthington, do you have anything further to add?

A. I believe not. He covered that very adequately.

GENERAL QUESTION BY THE EXAMINER:

Do you know or can you state any other matter of thing that may be of benefit or advantage to the parties to this suit, or either of them, or that may be material to the subject of this your examination or the matter in question between the parties? If so, state the same fully and at large in your answer.

Answer....No.....

Signature Joseph H. Schwalier

If

Margaret McClung Billingsley, a withessof lawful age, being first duly sworn, deposes and says:

(Mr. Melvin)

1. Will you state your name and address?

A. Margaret McClung Billingsley, 608 E. Main St., Christianburg, Virginia.

2. Are you married now?

A. I am a widow.

3. What was your husband's name?

A. James Herndon Billingsley.

4. When did he die?

A. October 25, 1946.

5. You have not remarried since that time?

A. No I haven't.

6. When were you married?

A. October 29, 1940.

7. Were you the first wife of James H. Billingsley?

A. No.

8. Was his first wife Edith May Billingsley?

A. Yes.

9. At the time of your husband's death, did he own any property in Anne Arundel County?

A. Yes.

10. That property was left by the terms of his will to you and the infant son, jointly, is that right?

A. That is right.

11. Has administration been completed on his estate?

A. Yes.

12. On 4 October 1949 you instituted proceedings in the Circuit Court for Anne Arundel County in No. 9759 Equity, entitled

7.

19

Margaret McClung Billingsley vs. James H. Billingsley, et al; is the property mentioned in these proceedings part of the property that your husband left you?

A. Yes.

(NO. 9759 Equity MARKED EXAMINER'S EX. 1 AND FILED HEREWITH)

13. Are there any buildings or improvements on the property?

A. No.

14. Do you get any income from this property?

A. No. I never have gotten any since it was left to me.

15. Is this all the property that is left that was willed to you by your husband?

A. Yes it is.

16. How many acres is it?

A. 2.7 acres.

17. I show you an Agreement entered into between you and the Jordans; is that your signature?

A. Yes.

18. Did yousign that individually and on behalf of your son?

A. Yes I did.

(AGREEMENT MARKED EXAMINER'S EX. 2 AND FILED HEREWITH)

19. The contract price is $1575.00; do you consider that a fair price for the property?

A. Yes I do.

20. Have you received any higher offers?

A. No I haven't.

21. How old is your infant son?

A. He was 14 September 4, 1955.

22. His name is James H. Billingsley, Jr.?

A. That's right.

23. Do you consider itwould be for his best interest that his interest in the property be sold in accordance with your contract?

A. Yes I do, since there is no income from the property and the taxes have to be paid every year. It would be to his best interest to sell it.

24. Are you able to look after the property?

A. No, I live in Virginia and I can't get here very often.

25. Why do you desire to sell the property?

A. I need the money for the support and maintenance of my son.

26. This price of $1575 is over and above any broker's commission?

A. Yes.

27. Does your son live with you all the time?

A. Yes.

28. Do you maintain and support him?

A. Yes I do.

29. You were appointed guardian of your son by the Circuit Court of Princess Anne County, Virginia on April 19, 1948?

A. Yes.

30. Is this the Certificate of your appointment in Eq. No. 9759?

A. Yes.

31. You are still the legal guardian of your son?

A. Yes.

QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matter in question between the parties? If so, state same fully and at large in your answer.

Answer no

Signature Margaret McClung Billingsley

James H. Billingsley, Jr., a minor, after being first duly sworn, deposes and says:

(Mr. Melvin)

1. Will you state your name and address?

A. James H. Billingsley, Jr., 608 E. Main St., Christianburg, Va.

2. How old are you?

A. 14.

3. What grade are you in?

A. Eighth grade.

4. Did you accompany your mother u-p here today?

A. Yes.

5. Do you know that your mother has signed on your behalf and her own behalf a contract to sell the property to Mr. and Mrs. Clarence Jordan?

A. Yes.

6. Do you know how much the property is to be sold for?

A. $1575.00.

7. Do you think it is a good idea that the property be sold for that price?

A. Yes, because there is no income off the property. We live in Virginia and have to pay taxes on it in Maryland.

8. Are you satisfied to have your interest and your mother's sold for $1575.00?

A. Yes.

9. Are you also satisfied to let your mother determine how your share of this money is to be spent?

A. Yes sir.

23

Do you know or can you state any other matter or thing that 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 your examination, or the matters in question between the parties? If so, state the same fully and at large in your answer.

Answer NO

Name James Billingsley Jr.

24

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

Witness my hand and seal this 11 day of April, 1956.

John G. Rouse, Jr., Examiner (SEAL)
John G. Rouse, Jr., Examiner

J.G.R. $10.00
K.H.McC. $10.00
K 245 Od. 4/24/56

25

LIBER 93 PAGE 61

MARGARET McCLUNG BILLINGSLEY, et al.	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
	*	ANNE ARUNDEL COUNTY
CLARENCE JORDAN, JR., et ux.	*	No. 11,674 - Equity

* * * * *

WAIVER

To the Honorable, the Judges of said Court:

Come now the defendants and say that it is not desired to take any testimony on their behalf, which right is hereby waived, including the right of cross-examination of any witnesses who may appear; notice of taking of testimony by the plaintiffs and their presence thereat and all signatures are also expressly waived.

Clarence Jordan, Jr.

Margaret B. Jordan

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1956 APR 24 PM 3:04

MARGARET McCLUNG BILLINGSLEY, et al.	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
	*	ANNE ARUNDEL COUNTY
JAMES HERNDON BILLINGSLEY, JR., infant, et al.	*	No. 11,694 - Equity

* * * * *

D E C R E E

This cause standing ready for hearing and being submitted proceedings were read and considered.

It is thereupon, this 27th day of April 1956, by the Circuit Court for Anne Arundel County, in equity, ADJUDGED, ORDERED and DECREED, that the property mentioned in these proceedings be sold in accordance with the terms of the contract filed herein.

That Ridgely P. Melvin, Jr. be, and he is hereby, appointed Trustee to carry out and perform the provisions of this decree, which are as follows:

That, upon receipt of the full purchase money in accordance with the provisions of the contract of sale mentioned in these proceedings, the said Trustee, by good and sufficient deed to be executed and acknowledged agreeable to law, shall convey the property mentioned in these proceedings unto Clarence Jordan, Jr. and Margaret B. Jordan, his wife, free and clear of all encumbrances, including claim of the parties to these proceedings and of any person claiming by, from or under them, or any of them.

That said Trustee shall give bond in the principal sum of

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27

$2,000.00 with sureties to be approved by this Court or the Clerk thereof, for the faithful discharge of his duties as such Trustee.

That said Trustee shall bring into this Court the moneys arising from such sale, to be disposed of under the direction of this Court, after deducting therefrom the costs of these proceedings and such commissions to the Trustee as this Court shall deem proper and after the Court's Auditor has stated her account.

Judge

LBER 99 PAGE 72

MARGARET McCLUNG BILLINGSLEY, et al.	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
	*	ANNE ARUNDEL COUNTY
JAMES HERNDON BILLINGSLEY, JR., et al.	*	No. 11,694 - Equity

* * * * *

SUBMISSION FOR DECREE

The above case is submitted for decree and the 41st Equity Rule is hereby waived by all parties.

Winson G. Gott, Jr., Guardian ad litem for James Herndon Billingsley, Jr.

Ridgely P. Melvin, Jr., attorney for Margaret McClung Billingsley

Clarence Jordan

Clarence Jordan, Jr.

Margaret B. Jordan

Margaret B. Jordan

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1956 APR 26 AM 11:31

29

LIBER 99 PAGE 73

No. 11,694 Equity

A STOCK COMPANY—ESTABLISHED 1890

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND *BALTIMORE*

KNOW ALL MEN BY THESE PRESENTS:

That we, RIDGELY P. MELVIN, JR.

and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of TWO THOUSAND (2000.00) 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 27th day of April in the year of our Lord one thousand nine hundred and fifty-six

WHEREAS, the above bounden Ridgely P. Melvin, Jr. by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County, Maryland has been appointed Trustee to sell certain real estate and convey the same

mentioned in the proceedings in the case of MARGARET MCCLUNG BILLINGSLEY, et al

vs:

JAMES HERNDON BILLINGSLEY, infant, et al

now pending in said Court: No. 11,694 Equity

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Ridgely P. Melvin, 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.

Signed, sealed and delivered in the presence of:

Thomas J. Wohlgemuth

Ridgely P. Melvin, Jr. (SEAL)
Ridgely P. Melvin, Jr.

(SEAL)

ATTEST: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Thomas J. Wohlgemuth By Ridgely P. Melvin, Jr.
Attorney-in-fact

MD3116—250, 6-47 117983
Trustee's Bond

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1956 APR 30 AM 11:08

Approved this 30 Apr. 1956
George J. Cromwell,
Clerk.

30

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no auth ty to bind the Company except in the man and to the extent therein stated

L1400c Ctf.—15M, 10-47 *118870*

POWER OF ATTORNEY

Fidelity and Deposit Company of Maryland

HOME OFFICE: BALTIMORE, MD.

LIBER 89 PAGE 74

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by J. G. YOST, Vice-President, and D. L. BUCKLER, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The President, or First Vice-President, or Second Vice-President, or any one of the additional Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto."

does hereby nominate, constitute and appoint Ridgely P. Melvin, Jr., of Annapolis, Maryland.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed:

I. Bonds and undertakings for faithful performance of duty, each in a penalty not to exceed the sum of FIFTY THOUSAND Dollars ($50,000) as follows:

(a) Bonds and undertakings to be filed in any Court of the State of MARYLAND, or in any United States Court for said last mentioned State, for administrators and executors; for commissioners, referees and trustees for the sale of property; for receivers and trustees in bankruptcy proceedings; and for receivers in equity; except for receivers of State Banking Institutions;

(b) Bonds and undertakings for receivers of National Banks located in said last mentioned State, for persons and corporations exercising powers of sale in deeds, mortgages, and other written instruments covering property located in said last mentioned State, EXCEPT ASSIGNMENTS FOR BENEFIT OF CREDITORS.

II. Bonds and undertakings to be filed in any Court as aforesaid, each in a penalty not to exceed the sum of TWENTY-FIVE HUNDRED Dollars ($2,500) as follows:

For the payment of costs; for petitioning creditors; for plaintiffs in attachment, garnishment, sequestration and replevin suits; for removal of suits from State to Federal Courts.

III. Bonds and undertakings for Trustees under Will and Guardians for faithful performance of duty, and to be filed in any Court as aforesaid, each in a penalty not to exceed the sum of TEN THOUSAND DOLLARS ($10,000).

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Maryland, in their own proper persons.

The said Assistant Secretary does hereby certify that the aforegoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 30th day of December, A.D. 1947

ATTEST: **FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

(SIGNED) D. L. BUCKLER *Assistant Secretary*
(SEAL)

By J. G. YOST *Vice-President*

STATE OF MARYLAND
CITY OF BALTIMORE } ss:

On this 30th day of December, A.D. 19 47, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.

(SIGNED) ANNA B. NAU *Notary Public*
(SEAL)

My Commission Expires May 2, 1949.

CERTIFICATE

I, _____, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the attached Power of Attorney dated December 30, 1947, in behalf of Ridgely P. Melvin, Jr., of Annapolis, Maryland, is a true and correct copy and that same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said J. G. YOST and D. L. BUCKLER, who executed the attached Power of Attorney as Vice-President and Assistant Secretary respectively, were on the date of the execution of the attached Power of Attorney the duly elected Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and that the said J. G. YOST was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact or to authorize any person or persons to execute on behalf of the Company any bonds, recognizances, stipulations, undertakings, deeds, releases of mortgages, contracts, agreements and policies, and to affix the seal of the Company thereto as provided in said Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company this _____ day of _____, 19__.

Assistant Secretary

MARGARET McCLUNG BILLINGSLEY, et al.	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
	*	ANNE ARUNDEL COUNTY
JAMES HERNDON BILLINGSLEY, JR., infant, et al.	*	No. 11,694 - Equity

* * * * *

REPORT OF SALE

To the Honorable, the Judges of said Court:

The report of sale of Ridgely P. Melvin, Jr., Trustee, respectfully shows:

1. That he was appointed Trustee to carry out and perform the provisions of a decree passed by this Honorable Court on 27 April 1956 in these proceedings.

2. That in compliance with the provisions of said decree he has filed a bond in the principal sum of $2,000.00.

3. That in compliance with the provisions of said decree he has received the full purchase money in accordance with the provisions of the contract of sale mentioned in the proceedings and has executed a deed conveying the property mentioned herein unto Clarence Jordan, Jr., and Margaret B. Jordan, his wife, and has delivered the same to the said Jordan and his wife.

4. That he, the said Trustee, has deposited the proceeds of said sale in a special account subject to the further order of this Honorable Court.

5. That the said Trustee prays this Honorable Court to

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31

ratify said sale and refer the proceedings to an auditor for the purpose of stating an account and order such division of the proceeds of said sale as this Honorable Court may find proper.

AND, as in duty bound, etc.

Ridgely P. Melvin, Jr.

Ridgely P. Melvin, Jr., Trustee
212 Duke of Gloucester Street
Annapolis, Maryland

ORDER

Upon the foregoing report of sale it is this 2nd day of May 1956, ORDERED, ADJUDGED and DECREED by the Circuit Court for Anne Arundel County, in Equity, that the sales reported therein be, and the same are hereby, finally ratified and confirmed; and it is further ORDERED, ADJUDGED and DECREED that the proceedings be referred to the Court's Auditor for the purpose of stating an account; and it is further ORDERED, ADJUDGED and DECREED that the said Trustee, after payment of all expenses incident to effecting said sales, including costs of the proceedings herein and any attorneys' fees and commissions allowed, shall disburse the balance in accordance withthe account to be stated by the Auditor.

Benjamin Michaelson
Judge

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1956 MAY -2 PM 3:31

32

In the Case of

LIBER 99 PAGE 77

Margaret McClung Billingsley,
et al

VS.

Clarence Jordan, Jr.,
et al

In the

Circuit Court

For

Anne Arundel County

No. 11,694 Equity

To the Honorable, the Judges of said Court:

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

May 14, 1956

All of which is respectfully submitted.

Laura K. Jacklin
Auditor.

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1956 MAY 16 AM 10:36

Dr. Margaret McClung Billingsley, et al vs. James Herndon Billingsley, et al in ac.

To Trustee for Commissions, viz:		79 13		79 13
To Trustee for Court costs, viz:				
Plaintiffs' Solicitor's appearance fee		10 00		
Clerk of Court - Court costs		56 50		
Jos. W. Alton - Sheriff's costs		2 90		
Winson G. Gott, Jr. -Guardian ad litem's fee		4 00		
John G. Rouse, Jr., - Examiner's fee		10 00		
Katharine H. McCutchan - Stenographer's fee		10 00		
Auditor - stating this account		18 00		
				111 40
To Trustee for Expenses, viz:				
Capital-Gazette Press - order nisi (acct)		6 00		
Fidelity & Deposit Co. of Md. - bond premium		10 00		
Thos. C. Worthington - appraisal and testimony		20 00		
Fred E. Voges - appraisal and testimony		20 00		
One-half Federal documentary stamps		1 10		
One-half State documentary stamps		1 10		
Viola J. Brown - notary fee		50		
				58 70
To Trustee for Taxes, viz:				
1956 State and County taxes ($18.98) - adjusted - 117 days		6 08		6 08
To Trustee for Claims Filed, viz:				
McWilliams, Evans & Melvin - reimbursement for sums advanced on behalf of plaintiffs in #10,895 Equity (Order of 5/9/56), viz:				
Amount paid Treasurer of Anne Arundel County for taxes from 1950 through 1955	$ 94.10			
Amount paid Clerk of Court for certified copy of deed	1.50			
Amount paid Register of Wills for certified copy of Administration papers	5.00	100 60		
McWilliams, Evans & Melvin - fee for legal services rendered in #10,859 Equity, Holland, et al vs. Billingsley, et al (Order 5/9/56)		400 00		
Clerk of Court - Court costs in #10,859 Equity (Order 5/9/56)		56 90		557 50
BALANCE FOR DISTRIBUTION -	$762.19			
Distributed to devisees of James H. Billingsley, as follows:				
To Margaret McClung Billingsley, Widow - one-half		381 09		
To Margaret McClung Billingsley, Guardian of James H. Billingsley, Jr., son - one-half		381 10		762 19
				1,575 00

34

with Ridgely P. Melvin, Jr.

			Dr.	Cr.
1956				
Apr.	27	Proceeds of Sale	1,575 00	1,575 00
			1,575 00	

ORDER NISI LIBER 99 PAGE 80

Margaret McClung Billingsley,
et al

VERSUS

James Herndon Billingsley, Jr.,
et al

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 11,694 Equity.

ORDERED, This 16 day of May, 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 18 day of June next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18 day of June next.

George T. Cromwell, Clerk.

Filed 16 May, 1956 at 10:36 a. m.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 19th day of June, 1956, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge.

Filed 1956 June 19 - P.M. 3:45

Legal Notices

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,694 Equity
MARGARET McCLUNG BILLINGSLEY, et al
Vs.
JAMES HERNDON BILLINGSLEY, JR., et al

Ordered, this 16th day of May, 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 18th day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18th day of June next.

GEORGE T. CROMWELL, Clerk.

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

m-31

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1956 JUN 14 AM 9:40

FILED
1956 JUN 14 AM 9:40

No. E.Q. 3928

Evening Capital

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 14, 1956

We hereby certify, that the annexed Order Nisi Eq. 11,694 Auditor Account James Herndon Billingsley, Jr., et al was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 18th day of June, 1956. The first insertion being made the 17th day of May, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

37

THE NATIONAL CITY BANK OF NEW YORK, A NATIONAL BANKING ASSOCIATION, 17 EAST 42ND STREET, NEW YORK, NEW YORK,	:	IN THE CIRCUIT COURT
	:	FOR
PETITIONER AND MORTGAGEE,	:	ANNE ARUNDEL COUNTY
	:	MARYLAND
VS.	:	
	:	IN EQUITY
WILLIAM FRIEDMAN, SELBY BAY YACHT CLUB, SELBY-ON-THE-BAY, MAYO, MARYLAND,	:	CASE NO. 11,365
MORTGAGOR.	:	

PETITION FOR APPOINTMENT OF RECEIVER TO TAKE POSSESSION AND CONTROL OF MORTGAGED PERSONAL PROPERTY FOR PURPOSE OF MORTGAGE FORECLOSURE SALE AND OTHER PURPOSES.

The Petition of the National City Bank of New York, Petitioner and Mortgagee, by James G. Woodward, its Attorney, respectfully represents unto Your Honors:

One: That by a certain Chattel Mortgage, dated the 9th day of February, 1954, executed in the County of New York and State of New York and duly recorded in said State, William Friedman, Mortgagor, did bargain and sell, and by said mortgage grant and convey unto the National City Bank of New York, the Mortgagee, its successors and assigns, all of that certain boat known as "Faultless 2nd" having a registered length of thirty-six (36) feet, one inch, with a registered breadth of twelve (12) feet, together with the appurtenances, engines, machinery, rigging, tackle, appliances and equipment attached to or used in connection with said boat, all as more fully described in the aforesaid Chattel Mortgage of the 9th day of February, 1954, a photostatic copy of said Chattel Mortgage being filed herewith as Petitioner's Exhibit "A". That the aforesaid Chattel Mortgage was given by William Friedman to the Petitioner to secure a loan or advance from the Petitioner in the amount of Five Thousand Three Hundred

Filed 25 May, 1955.

fifty-seven Dollars and Seventy-six Cents ($5,357.76), which amount the Mortgagor did agree, by said mortgage, to repay to the Petitioner in twenty-four (24) installments of Two Hundred and Twenty-three Dollars and Twenty-four Cents ($223.24) each,in addition to interest, the first of said installments to be paid on March 7th, 1954, and an equal amount to be paid on the same day of each month thereafter until the total of the said sum should have been paid.

Two: That the said William Friedman, as Mortgagor, has not paid the Petitioner the sums due and payable by him under the aforesaid Chattel Mortgage, that such payment is in default as a result of such default the amount now owing from the Mortgagor to the Petitioner is the principal sum of Three Thousand, Nine Hundred and Eighty-Five Dollars and Fifty-six Cents ($3,985.56) with interest from March 31st, 1955, at the rate of six percent (6%) per annum until paid. That the said Chattel Mortgage did provide in Clause four of the same as follows:

"That, if any amount shall become due and payable under any of the terms and provisions of the said promissory note or hereunder, and the same shall not be paid when due, or if any breach should be made of any obligation or promise of the Mortgagor herein contained or hereby secured, or if the Mortgagor shall abandon all or any part of the Mortgaged Property then, and in any such event, the Mortgagee may proceed to foreclose this mortgage in accordance with the law in such cases made and provided, or it may, at its option, and it is hereby empowered so to do, enter upon the premises where the Mortgaged Property may be, take possession thereof and remove all or any part (s) of the same and sell or dispose of all or any part (s) of the same at public or private sale with or without any previous demand of performance or notice to the Mortgagor of any such sale or other disposal, notice of sale and every other notice or demand being hereby waived by the Mortgagor. The Mortgagee may retain from the proceeds of any such sale (s) all costs and charges incurred by it in the said taking and sale

or other disposal; also, all sums then due and owing from the Mortgagor to the Mortgagee, and any overplus of any such sale (s) or other disposal shall be promptly paid to or upon the order of the Mortgagor. If a deficit should remain after any such sale or other disposal, the Mortgagor will pay the same to the Mortgagee promptly upon demand. The Mortgagee, or its agent, may bid and/or purchase at any sale made under this mortgage without any right of redemption on the part of the Mortgagor."

Three: That the said William Friedman did further agree with the Petitioner by the terms of said Chattel Mortgage that he would, at his own expense, keep the boat mortgaged in first class order, repair and running condition and would permit the Mortgagee free access at all times to the boat to determine the condition thereof, and would make certain repairs to prevent excessive depreciation of said boat and to maintain the same in marketable condition whenever in the Mortgagee's judgment the mortgaged boat should require such repairs. The Mortgagor did further agree by the said Chattel Mortgage that he would, at all times at his own expense, cause the said vessel so described in the mortgage to be covered by Marine (hull) and such other insurance and in such amounts as the Petitioner, as Mortgagee, might require for the protection of the said Mortgagee. Said Mortgagor did further agree by said Chattel Mortgage, and by the Seventh Clause thereof, that the said Mortgagor assume all responsibility and liability arising from the use of the said mortgaged property, either from negligence or otherwise by whosoever used or operated.

Four: That the Petitioner is reliably advised and verily believes that the aforesaid mortgaged boat or vessel known as "Faultless 2nd" was substantially and extensively damaged in a hurricane commonly referred to as"Hurricane Hazel" in the Fall of 1954 as a result of which she was sailed or towed to a shipyard known as Parish Creek Shipyard operated by one Kenneth Nieman, located at Shady Side, Maryland, and your Petitioner is also ad-

vised that siad boat is situated at the said shipyard at the time of the filing of this Petition.

Five: That the said William Friedman, the Mortgagor in the above mentioned Chattel Mortgage, has been adjudged a bankrupt in a bankruptcy proceedings pending in the District Court Of The United States Southern District of New York, which proceeding is known in said Court as "In Bankruptcy No. 90132" and on the 5th day of May, 1955, the Honorable Irwin Kurtz, as Referee in Bankruptcy in said Court, did pass an Order in the said bankruptcy proceedings pending in the District Court of the United States for the Southern District of New York authorizing the Petitioner, the National City Bank of New York, to institute legal proceedings to foreclose its Chattel Mortgage on the said boat or motor cruiser known as "Faultless II" and to institute such proceedings in any jurisdiction where the said motor cruiser might be located and to then report to the said Referee in Bankruptcy as to the disposition of the said foreclosure sale, all as shown by a copy of the said Order of the Trustee in Bankruptcy, dated the 5th day of May, 1955, filed herewith as Petitioner's Exhibit "B".

Six: That the Petitioner is informed that certain negotiations and transactions are in progress for the settlement of certain claims under Marine insurance and policies insuring the said vessel known as "Faultless II" from loss or damage by hurricanes, storms and acts of God, and your Petitioner believes that the insurer has caused certain inspections and examinations of the said insured vessel to be made and that the Petitioner may be a party to such insurance claims or adjustments and for that purpose it may prove necessary that a Receiver be appointed for the said vessel to properly provide and to supervise its repair or partial restoration in the event that the insurer elects to exercise certain rights to repair the said vessel.

Seven: The Petitioner shows that in order for it to protect its rights and to foreclose the mortgage herein referred

to, and a photostatic copy of which is hereto filed, and to carry out the Order of the Trustee in Bankruptcy of the District Court of the United States, Southern District of New York, which Order is dated the 5th day of May, 1955, and hereinabove referred to, a Receiver should be appointed to make certain that the boat be kept at a specific location for the purposes of sale and for the purposes of advertising said sale effectively and for making adequate provision that prospective purchasers of the boat should have an opportunity to inspect and examine the same before the day named for sale, and to generally control the said boat and have custody and possession of the same with a view of protecting its interests therein.

Eight: That the Mortgagor named in this proceeding, William Friedman, is insolvent and has been adjudged a bankrupt, as aforesaid, in the District Court of the United States for the Southern District of New York, all as above mentioned, and his bankrupt estate is still being administered upon and, while the asset consisting of the mortgaged boat known as "Faultless II", being badly damaged and unrepaired, is in a bad state of repair, is continually depreciating and that the appointment of a Receiver is essential to preserve the said boat, to make the extensive arrangements required for its sale at mortgage foreclosure, and to generally prevent its further depreciation, the said William Friedman now being insolvent and unable to adequately maintain said vessel.

Wherefore, the Petitioner prays that Your Honor pass an order in this case appointing a Receiver to take the exclusive possession, custody and control of said boat, for the prupose of making a mortgage foreclosure sale of the same and to generally maintain the said boat in the meantime and protect it against further deterioration and depreciation wherever possible and to make any agreements or settlements deemed necessary with

any insurer who has issued policies of insurance on said boat.

And as in duty bound, etc.

James G. Woodward,

James G. Woodward, Attorney for
National City Bank of New York,
PETITIONER and Mortgagee.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 25th day of May, in the year 1955, personally appeared, before me, the subscriber, a Notary Public in and for the County and State aforesaid, James G. Woodward, Attorney for the National City Bank of New York, Petitioner, and he did make oath in due form of law that the matters and facts set forth in the aforegoing Petition are true and correct to the best of his knowledge, information and belief.

Helen D. Pick

Helen D. Pick, Notary Public

LIBER 99 PAGE 87
PETITIONER'S EXHIBIT "A"

C H A T T E L M O R T G A G E

KNOW ALL MEN BY THESE PRESENTS, THAT William Friedman
(Name)

residing at 218 West 17th Street New York 11, New York
(Number, Street, City and State)

(herein called the "Mortgagor") for securing payment of the indebtedness hereinafter mentioned and in consideration of the sum of One Dollar ($1.00) to the Mortgagor duly paid by The National City Bank of New York, a National banking association, organized and existing under the laws of the United States, and having a place of business at 17 East 42nd Street, New York, N.Y., (hereinafter called the "Mortgagee") on or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, has bargained and sold and by these presents does grant, bargain and sell to the Mortgagee _____, its successors or assigns the following Boat together with its appurtenances, engines, machinery, rigging, tackle, appliances and equipment (hereinafter referred to as "Boat") briefly described as follows:

YEAR BUILT	NAME OF BUILDER	NAME OF VESSEL	MAKE OF ENGINE & NO.	REGISTERED LENGTH	REGISTERED BREADTH	TYPE & H.P. OF ENGINE	USE OF BOAT
49	Chrysler.	Faultless 2nd	Ma20956 MA20956	36 2	12	gas	pleasure.

which property is now, and while this Mortgage continues in force and effect, will be anchored at Riviera, Mattituck Ave. Manor Haven in the City of Manor Haven, County of Nassau State of New York, and be winter stored at Robert Johnson, in the City of Bayhead, County of _____ State of New Jersey together with all equipment, parts, appliances and appurtenances now or hereafter to be placed thereon, all of which are and shall be a component part of the property hereby mortgaged, TO HAVE AND TO HOLD, all and singular, the Mortgaged property to the Mortgagee forever and the Mortgagor shall and will warrant and forever defend, all and singular, the mortgaged property unto the Mortgagee against the Mortgagor, and against all and every person, or persons, whomsoever.

CHATTEL MORTGAGE SENT FOR FILING
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QUEENS
NEW YORK
BRONX
RICHMOND FEB 16 1954
OTHER

1. That the Mortgagor shall or shall well and truly pay unto the Mortgagee, at 17 East 42nd Street, New York, N.Y., the sum of Five thousand three hundred fifty seven and 76/100 Dollars, ($5357.76), on the 17 day, of each month commencing March (subject to the terms, dated _____, made by the Mortgagor in connection herewith, payable and all other amounts as herein agreed to be paid, then these presents shall be void.

The Mortgagor is the sole owner of the Boat for lawful purposes; also that there are no liens or adverse claims against the Boat and the Mortgagor will keep the Boat for lawful purposes only, in reasonable care and cannot remove it from a public conveyance without the consent in writing of the Mortgagee is first obtained. The Mortgagor will promptly pay all taxes that may be lawfully levied or assessed on the Mortgaged Property, and will keep it free of all liens and encumbrances. If the Mortgaged Property shall at any time(s) be under any distraint, lien or encumbrance in violation of the prior provisions of this paragraph, the Mortgagee may at its option pay whatever amount may be required to redeem the Mortgaged Property from such distraint, lien or encumbrance and, whenever any such payment shall have been made by the Mortgagee, the Mortgagor shall reimburse the Mortgagee therefor upon demand, with interest on the amount thereof at the rate of 6% per annum from the date of payment by the Mortgagor to and including the date of reimbursement.

2. That the Mortgagor will, at the Mortgagor's own expense, keep the Boat in first class order, repair and running condition, and will permit the Mortgagee free access at all times to the Boat, to determine the condition thereof. Whenever in the Mortgagee's judgment the Mortgaged Property may require repair in order to maintain the same in marketable condition or to preserve it from excessive depreciation, the Mortgagor will, during the term of this mortgage, and upon notice in writing from the Mortgagee, make such repairs, or cause them to be made, promptly at the Mortgagor's own cost and expense - failing which the Mortgagee may cause them to be made, and the Mortgagor shall pay cash therefor within ten days from the presentation to the Mortgagor of an invoice therefor. In the event of the Mortgagor's failure to make any such payment(s) when the same shall have become due as aforesaid, the cost of such repairs shall be added to the indebtedness then secured hereby and shall bear interest at the rate of 6% per annum until paid. If the Boat should be wholly destroyed, or so damaged as in the opinion of the Mortgagee, to make it impractical to repair or recondition the same, the Mortgagor shall, upon demand of the Mortgagee, pay to the Mortgagee forthwith the amount then remaining to be paid under the said promissory note.

3. That the Mortgagor will at all times, at the Mortgagor's own cost and expense, cause the Boat to be covered by Marine (Hull) and such other insurance, and in such insurance company(ies) and in such amount(s) as the

Date when Mortgaged Property was Purchased _____
Bona Fide Purchase Price of Boat _____ $ _____
Accessories _____ $ _____
Total Bona Fide Cash Price _____ $ _____
Down Payment: Cash _____ $ _____
Trade-in (Describe) _____ $ _____ $ _____

Builder	Type	Year Built	

Balance Due on Purchase Price _____ $ _____
Add Insurance Premiums (if to be financed) $ _____
Kinds of Insurance (check proper coverage):
☒ Marine (Hull)
☒ Protection and Indemnity 50M. 100M.
Add Filing Fee(s) _____ $ _____
Total Proceeds Required _____ $ _____
Discount _____ $ _____
Face Amount of Note _____ $ _____
Total Purchase Price (A plus B) _____ $ _____

17 4984 000 FEB 10 '54

Mortgagee may require or approve, the loss or damage under such insurance to be payable to the Mortgagee and to the Mortgagor, as their respective interests may appear. -- Prior to calling which the Mortgagee may cause the Mortgaged Property to be so insured and the Mortgagor shall pay the cost thereof within ten days from the presentation to the Mortgagor of an invoice therefor and, if not so paid, the amount thereof shall be added to the indebtedness then secured hereby and shall bear interest at the rate of 6% per annum until paid. In event of any claim(s) arising under such insurance, the Mortgagor will promptly notify the Mortgagee thereof and the Mortgagor will forthwith (at the Mortgagor's own cost and expense) take all steps which may be deemed by the Mortgagee to be necessary by which to collect the same. Furthermore, the Mortgagor will in each instance cause the Mortgagee to receive the proceeds of each such claim, from which the Mortgagee may pay to itself (for application on the indebtedness secured hereby) any amount(s) not in excess of such sum as may then remain to be paid under or on account of this Mortgage and the Mortgagee shall remit to the Mortgager any overplus. If the amount(s) thus received and applied by the Mortgagee at any time(s) is (are) sufficient to pay and satisfy the indebtedness secured hereby, this mortgage shall thereupon and thereafter be void; if insufficient, the Mortgagor shall continue liable to the Mortgagee for the unsatisfied balance thereof, and will pay the same promptly to the Mortgagee.

4. That, if any amount shall become due and payable under any of the terms and provisions of the said promissory note or hereunder, and the same shall not be paid when due, or if any breach should be made of any obligation or promise of the Mortgagor herein contained or hereby secured, or if the Mortgagor shall abandon all or any part of the Mortgaged Property then, and in any such event, the Mortgagee may proceed to foreclose this mortgage in accordance with the law in such cases made and provided, or it may, at its option, and it is hereby empowered so to do, enter upon the premises where the Mortgaged Property may be, take possession thereof and remove all or any part(s) of the same and sell or dispose of all or any part(s) of the same at public or private sale with or without any previous demand of performance or notice to the Mortgagor of any such sale or other disposal, notice of sale and every other notice or demand being hereby waived by the Mortgagor. The Mortgagee may retain from the proceeds of any such sale(s) all costs and charges incurred by it in the said taking and sale or other disposal; also, all sums then due and owing from the Mortgagor to the Mortgagee, and any overplus of any such sale(s) or other disposal shall be promptly paid to or upon the order of the Mortgager. If a deficit should remain after any such sale or other disposal, the Mortgagor will pay the same to the Mortgagee promptly upon demand. The Mortgagee, or its agent, may bid and/or purchase at any sale made under this mortgage without any right of redemption on the part of the Mortgagor.

5. That, in event of a substantial decrease in the value of the Mortgaged Property, the Mortgagee shall have the option of demanding of the Mortgagor additional security in order to offset the said decrease in value, and upon any such demand, if the Mortgagor fails to furnish such additional security, the Mortgagee may proceed in the same manner as herein provided in paragraph "4".

6. That the Mortgagee shall have the right to enforce any one or more remedies relative hereto, either successively or concurrently, and such action shall not operate to bar or estop the Mortgagee from pursuing any other remedy that the Mortgagee may have relative hereto, and any repossession or retaking of the Mortgaged Property, whether temporary or otherwise, or any sale thereof, pursuant to the terms hereof, shall not operate to release or discharge the Mortgagor until full payment shall have been made, as herein agreed.

7. That the Mortgagor assumes all responsibility and all liability arising from the use of the Mortgaged Property, either for negligence or otherwise, by whomsoever used or operated, and will indemnify and save harmless the Mortgagee from any and all loss or damage to persons or property caused by the Mortgaged Property or by the use and operation thereof and that the destruction, confiscation or seizure of all or any part of the Mortgaged Property by any public authority shall not release the Mortgagor from any obligation under the aforesaid promissory note or hereunder.

8. That, whenever the service of any notice upon the Mortgagor may be required, such notice shall be deemed sufficient if it is given by ordinary mail, postage prepaid, to the Mortgagor at the Mortgagor's address as set forth herein.

9. That any promises, understandings or agreements pertaining to this mortgage not contained herein are hereby waived.

10. That whenever the Mortgaged Property shall be found in the possession or under the control of (a) any Receiver or Trustee of all or any of the property of the Mortgagor, of (b) any Executor, Administrator or other legal representative of the Mortgagor, or (c) any police or other public authority - the Mortgaged Property may be surrendered to or upon the order of the Mortgagee.

11. The Mortgagor shall not sell, assign, transfer, lease, mortgage, encumber or in any other manner dispose of the Boat, or of any interest of the Mortgagor therein, or suffer it to be attached or levied upon under execution, or otherwise, without first obtaining the written consent of the Mortgagee. The Mortgagor shall not remove or permit to be removed the Boat beyond the limits of the United States, nor shall the Mortgager suffer or permit the Boat to be run in debt to an amount exceeding in the aggregate $200. nor shall the mortgagor negligently or wilfully permit the Boat to waste, or be damaged or destroyed. The destruction, confiscation or seizure of the Boat shall not release the Mortgagor from any obligations hereunder or under the aforesaid promissory note.

12. A waiver by the Mortgagee of any default on the part of the Mortgagor hereunder or under the terms of the aforesaid promissory note shall not operate as a waiver of any one or more succeeding defaults hereunder. All rights of the Mortgagee, whether expressly set forth in this Mortgage or accorded the Mortgagee by law, shall be cumulative or alternative in the Mortgagee's discretion.

13. That, if the Mortgagor should fail duly to perform or comply with any of the terms and provisions of this Mortgage or the aforesaid promissory note, the Mortgagor shall upon demand of the Mortgagee reimburse the Mortgagee for any and all costs and expenses, including reasonable attorneys' fees, which may be incurred in enforcing, or in attempting to enforce, this mortgage, or in collection, or in attempting to collect, any amount(s) then due or owing hereunder or under the aforesaid promissory note.

14. This mortgage shall bind and inure to the benefit of the parties hereto and to their heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the Mortgagor has caused this instrument to be duly executed this 9th day of Feb 19 54

CHARLES W. BRAUCLINK
Notary Public, State of New York
No. 41-0[illegible]
Qualified in [illegible]
Certificate Filed in [illegible]
Queens, New York [illegible]
Richmond, Co. Clk & Fee [illegible]
Term Expires March 30, 19[illegible]

THIS IS A CHATTEL MORTGAGE, the receipt of an executed copy of which is hereby acknowledged by the Mortgagor.

William Friedman (L.S.)
(Mortgagor)

STATE OF New York)
) SS.:
COUNTY OF New York)

On this 9th day of February 19 54 before me personally appeared William FRIEDMAN to me known to be the person mentioned and described in, and who executed the foregoing instrument, and duly acknowledged to me (s)he executed the same.

Charles W. Brauclink
Notary Public

PL 2 BL 1/18/49 Chattel Mortgage Boats

PETITIONER'S EXHIBIT "B"

DISTRICT COURT OF THE UNITED STATES
SOUTHERN DISTRICT OF NEW YORK

In the Matter

-of-

WILLIAM FRIEDMAN doing business under the name and style of FAULTLESS PRESS

Bankrupt

In Bankruptcy
No. 90132.

ORDER AUTHORIZING THE NATIONAL CITY BANK OF NEW YORK TO FORECLOSE CHATTEL MORTGAGE

At New York, New York, in said District, on the 5th day of May, 1955.

DAVID CHARLES KLEIN, Trustee of the Above bankrupt, having petitioned for an order pursuant to Section 57-h of the Bankruptcy Act valuing certain security held by The National City Bank of New York for the indebtedness of the bankrupt and an order to show cause having been issued on the said petition, and the matter having come on to be heard before the Court, and Bergerman & Hourwich (by Joseph Calderon, Esq.) appearing for the said Trustee and Harold H. Keefe, Esq. (by Anthony Christy, Esq.) having appeared for the respondent, The National City Bank of New York, it is now, on the consent of the said attorneys for the parties,

ORDERED, that pending the determination of this proceeding, The National City Bank of New York be, and it is hereby, authorized to institute legal proceedings to foreclose its chattel mortgage on a certain motor cruiser known as the "FAULTLESS II", in any jurisdiction where the said motor cruiser may be located and to report to this Court concerning the disposition of such foreclosure proceedings, and it is further

ORDERED, that in the event The National City Bank of New York is successful in its attempt to seize the motor cruiser, "FAULTLESS II", upon the foreclosure of its mortgage in accordance with its terms that there be deducted from the proceeds of any sale, all expenses in connection therewith, and after payment of any other superior and/or prior liens if any on said motor cruiser, "FAULTLESS II", and the net proceeds if any remaining after sale shall be credited to the amount of the claim filed by The National City Bank of New York, and it is further

ORDERED, that this proceeding is continued until the disposition of such foreclosure proceedings as may be taken by The National City Bank of

9

Filed 25 May, 1955.

New York pursuant to the authority of this order.

IRWIN KURTZ
Referee in Bankruptcy

LIBER 99 PAGE 91

THE NATIONAL CITY BANK OF NEW YORK, A NATIONAL BANKING ASSOCIATION, 17 EAST 42ND STREET, NEW YORK, NEW YORK,	:	IN THE CIRCUIT COURT
	:	FOR
	:	ANNE ARUNDEL COUNTY
PETITIONER AND MORTGAGEE,	:	
	:	MARYLAND
VS.	:	
	:	IN EQUITY
WILLIAM FRIEDMAN, SELBY BAY YACHT CLUB, SELBY-ON-THE-BAY, MAYO, MARYLAND,	:	CASE NO. 11,365
	:	
MORTGAGOR.	:	

ORDER OF COURT

Upon the aforegoing Petition, Exhibits and Affidavit of The National City Bank of New York, the Petitioner, it is hereby ORDERED by the Circuit Court for Anne Arundel County, Sitting In Equity, this 26th day of May, in the year 1955, that James G. Woodward, be and he is hereby appointed the Receiver for a certain boat or motor cruiser mentioned in the Petition and having the name of "FAULTLESS II", provided that William Friedman, the Mortgagor mentioned in the Petition, shall not show cause to the contrary on or before the 18th day of June, 1955, and provided further that a copy of the aforesaid Petition and this Order of Court be served upon the said William Friedman on or before the 9th day of June, 1955.

Benjamin Michaelson
Judge

Filed 26 May, 1955.

LIBER 99 PAGE 92

THE NATIONAL CITY BANK OF NEW YORK, A NATIONAL BANKING ASSOCIATION, 17 EAST 42ND STREET, NEW YORK, NEW YORK,	:	IN THE CIRCUIT COURT
	:	FOR
PETITIONER AND MORTGAGEE,	:	ANNE ARUNDEL COUNTY
	:	
VS.	:	MARYLAND
	:	
WILLIAM FRIEDMAN SELBY BAY YACHT CLUB SELBY-ON-THE-BAY MAYO, MARYLAND,	:	IN EQUITY
	:	CASE NO. 11,365
MORTGAGOR.	:	
	:	

ORDER TO FILE ORIGINAL DOCUMENTS IN THIS PROCEEDING.

MR. CLERK:

PLEASE FILE IN THIS PROCEEDING THE ATTACHED ORIGINAL CHATTEL MORTGAGE FROM WILLIAM FRIEDMAN TO THE NATIONAL CITY BANK OF NEW YORK, WITH THE ASSIGNMENT ATTACHED TO THE SAME ASSIGNING THE CHATTEL MORTGAGE TO JAMES G. WOODWARD FOR THE PURPOSE OF FORECLOSURE ONLY, AND ALSO FILE AMONG THE PROCEEDINGS IN THIS CAUSE THE ORIGINAL COLLATERAL NOTE HERETO ATTACHED SIGNED BY WILLIAM FRIEDMAN AND PAYABLE TO THE NATIONAL CITY BANK OF NEW YORK, AS WELL AS THE STATEMENT OF THE MORTGAGE CLAIM AND AFFIDAVIT THERETO, AND, FINALLY, PLEASE FILE IN THIS PROCEEDING THE CERTIFIED COPY OF AN ORDER DATED THE 5TH DAY OF MAY, 1955, AND SIGNED BY ERWIN KURTZ, AS REFEREE IN BANKRUPTCY IN THE DISTRICT COURT OF THE UNITED STATES, SOUTHERN DISTRICT OF NEW YORK, ORDERING THE FORECLOSURE OF THEMORTGAGE.

James G. Woodward

JAMES G. WOODWARD, ATTORNEY FOR THE NATIONAL CITY BANK OF NEW YORK, MORTGAGOR.

12

Filed 20 June, 1955.

J.C.

C H A T T E L M O R T G A G E

LIBER 99 PAGE 93

KNOW ALL MEN BY THESE PRESENTS, THAT William Friedman
(Name)

residing at 218 West 17th Street New York 11, New York
(Number, Street, City and State)

(herein called the "Mortgagor") for securing payment of the indebtedness hereinafter mentioned and in consideration of the sum of One Dollar ($1.00) to the Mortgagor duly paid by The National City Bank of New York, a National banking association, organized and existing under the laws of the United States, and having a place of business at 17 East 42nd Street, New York, N.Y., (hereinafter called the "Mortgagee") on or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, has bargained and sold and by these presents does grant, bargain and sell to the Mortgagee _____, its successors or assigns the following Boat together with its appurtenances, engines, machinery, rigging, tackle, appliances and equipment (hereinafter referred to as "Boat") briefly described as follows:

YEAR BUILT	NAME OF BUILDER	NAME OF VESSEL	MAKE OF ENGINE & NO.	REGISTERED LENGTH	REGISTERED BREADTH	TYPE & H.P. OF ENGINE	USE OF BOAT
19	churchward.	Faultless 2nd	Ma20632RH MA20956RLH	36 2	12	gas	pleasure.

which property is now, and while this Mortgage continues in force and effect, will be anchored at Riviera, matinecock Ave. Manor Haven in the City of New York Manor Have., County of Nassau State of New York, and be winter stored at Hubert Johnson, in the City of Bayhead. County of _____ State of New Jersey together with all equipment, parts, appliances and appurtenances now or hereafter to be placed thereon, all of which are and shall be a component part of the property hereby mortgaged, TO HAVE AND TO HOLD, all and singular, the Mortgaged property to the Mortgagee forever and the Mortgagor shall and will warrant and forever defend, all and singular, the mortgaged property unto the Mortgagee against the Mortgagor, and against all and every person, or persons, whomsoever.

UPON CONDITION that, if the Mortgagor shall well and truly pay unto the Mortgagee, at 17 East 42nd Street, New York, N.Y., the principal sum of Five thousand three hundred fifty seven and 76/100 Dollars, ($5357.76) in 24 installments of $223.24 each, on the 17 day, of each month commencing Mar. (subject to the provisions of that promissory note, dated _____, made by the Mortgagor in connection herewith, payable to the Mortgagee), together with any and all other amounts as herein agreed to be paid, then these presents shall be void.

If this mortgage is given to secure all or any portion of the purchase price of the Mortgaged Property, the following is completed as a statement of the particulars of the indebtedness secured hereby:

Date when Mortgaged Property was Purchased _____

Bona Fide Purchase Price of Boat _____ $ _____

Accessories _____ $ _____

Total Bona Fide Cash Price _____ $ _____

Down Payment: Cash _____ $ _____

Trade-in (Describe) _____ $ _____

Builder	Type	Year Built	

Balance Due on Purchase Price _____ $ _____

Add Insurance Premiums (if to be financed) $ _____

Kinds of Insurance (check proper coverage):

☒ Marine (Hull)

☒ Protection and Indemnity 50M. 100M*

Add Filing Fee(s) _____ $ _____

Total Proceeds Required _____ $ _____

Discount _____ $ _____

Face Amount of Note _____ $ _____

Total Purchase Price (A plus B) _____ $ _____

It is hereby warranted that the Mortgagor is the sole and absolute owner of the mortgaged property; also that there are no liens or encumbrances thereon or adverse claims thereagainst, or on any part thereof, and the Mortgagor covenants and agrees:

1. That the Mortgagor shall use the Boat for lawful purposes only and with all reasonable care and caution; it shall not be used as a public conveyance or for hire, unless the consent in writing of the Mortgagee is first obtained. The Mortgagor will promptly pay all taxes that may be lawfully levied or assessed on the Mortgaged Property, and will keep it free of all liens and encumbrances. If the Mortgaged Property shall at any time(s) be under any distraint, lien or encumbrance in violation of the prior provisions of this paragraph, the Mortgagee may at its option pay whatever amount may be required to redeem the Mortgaged Property from such distraint, lien or encumbrance and, whenever any such payment shall have been made by the Mortgagee, the Mortgagor shall reimburse the Mortgagee therefor upon demand, with interest on the amount thereof at the rate of 6% per annum from the date of payment by the Mortgagor to and including the date of reimbursement.
2. That the Mortgagor will, at the Mortgagor's own expense, keep the Boat in first class order, repair and running condition, and will permit the Mortgagee free access at all times to the Boat, to determine the condition thereof. Whenever in the Mortgagee's judgment the Mortgaged Property may require repair in order to maintain the same in marketable condition or to preserve it from excessive depreciation, the Mortgagor will, during the term of this mortgage, and upon notice in writing from the Mortgagee, make such repairs, or cause them to be made, promptly at the Mortgagor's own cost and expense - failing which the Mortgagee may cause them to be made, and the Mortgagor shall pay cash therefor within ten days from the presentation to the Mortgagor of an invoice therefor. In the event of the Mortgagor's failure to make any such payment(s) when the same shall have become due as aforesaid, the cost of such repairs shall be added to the indebtedness then secured hereby and shall bear interest at the rate of 6% per annum until paid. If the Boat should be wholly destroyed, or so damaged as in the opinion of the Mortgagee, to make it impractical to repair or recondition the same, the Mortgagor shall, upon demand of the Mortgagee, pay to the Mortgagee forthwith the amount then remaining to be paid under the said promissory note.
3. That the Mortgagor will at all times, at the Mortgagor's own cost and expense, cause the Boat to be covered by Marine (Hull) and such other insurance, and in such insurance company(ies) and in such amount(s) as the

13

Filed 20 June, 1955

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CHATTEL MORTGAGE SENT FOR FILING

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~~RICHMOND~~ FEB 16 1954
OTHER

Mortgagee may require or approve, the loss or damage under such insurance to be payable to the Mortgagee and to the Mortgagor, as their respective interests may appear, -- falling which the Mortgagee may cause the Mortgaged Property to be so insured and the Mortgagor shall pay the cost thereof within ten days from the presentation to the Mortgagor of an invoice therefor and, if not so paid, the amount thereof shall be added to the indebtedness then secured hereby and shall bear interest at the rate of 6% per annum until paid. In event of any claim(s) arising under such insurance, the Mortgagor will promptly notify the Mortgagee thereof and the Mortgagor will forthwith (at the Mortgagor's own cost and expense) take all steps which may be deemed by the Mortgagee to be necessary by which to collect the same. Furthermore, the Mortgagor will in each instance cause the Mortgagee to receive the proceeds of each such claim, from which the Mortgagee may pay to itself (for application on the indebtedness secured hereby) any amount(s) not in excess of such sum as may then remain to be paid under or on account of this Mortgage and the Mortgagee shall remit to the Mortgagor any overplus. If the amount(s) thus received and applied by the Mortgagee at any time(s) is (are) sufficient to pay and satisfy the indebtedness secured hereby, this mortgage shall thereupon and thereafter be void; if insufficient, the Mortgagor shall continue liable to the Mortgagee for the unsatisfied balance thereof, and will pay the same promptly to the Mortgagee.

4. That, if any amount shall become due and payable under any of the terms and provisions of the said promissory note or hereunder, and the same shall not be paid when due, or if any breach should be made of any obligation or promise of the Mortgagor herein contained or hereby secured, or if the Mortgagor shall abandon all or any part of the Mortgaged Property then, and in any such event, the Mortgagee may proceed to foreclose this mortgage in accordance with the law in such cases made and provided, or it may, at its option, and it is hereby empowered so to do, enter upon the premises where the Mortgaged Property may be, take possession thereof and remove all or any part(s) of the same and sell or dispose of all or any part(s) of the same at public or private sale with or without any previous demand of performance or notice to the Mortgagor of any such sale or other disposal, notice of sale and every other notice or demand being hereby waived by the Mortgagor. The Mortgagee may retain from the proceeds of any such sale(s) all costs and charges incurred by it in the said taking and sale or other disposal; also, all sums then due and owing from the Mortgagor to the Mortgagee, and any overplus of any such sale(s) or other disposal shall be promptly paid to or upon the order of the Mortgagor. If a deficit should remain after any such sale or other disposal, the Mortgagor will pay the same to the Mortgagee promptly upon demand. The Mortgagee, or its agent, may bid and/or purchase at any sale made under this mortgage without any right of redemption on the part of the Mortgagor.

5. That, in event of a substantial decrease in the value of the Mortgaged Property, the Mortgagee shall have the option of demanding of the Mortgagor additional security in order to offset the said decrease in value, and upon any such demand, if the Mortgagor fails to furnish such additional security, the Mortgagee may proceed in the same manner as herein provided in paragraph "4".

6. That the Mortgagee shall have the right to enforce any one or more remedies relative hereto, either successively or concurrently, and such action shall not operate to bar or estop the Mortgagee from pursuing any other remedy that the Mortgagee may have relative hereto, and any repossession or retaking of the Mortgaged Property, whether temporary or otherwise, or any sale thereof, pursuant to the terms hereof, shall not operate to release or discharge the Mortgagor until full payment shall have been made, as herein agreed.

7. That the Mortgagor assumes all responsibility and all liability arising from the use of the Mortgaged Property, either for negligence or otherwise, by whomsoever used or operated, and will indemnify and save harmless the Mortgagee from any and all loss or damage to persons or property caused by the Mortgaged Property or by the use and operation thereof and that the destruction, confiscation or seizure of all or any part of the Mortgaged Property by any public authority shall not release the Mortgagor from any obligation under the aforesaid promissory note or hereunder.

8. That, whenever the service of any notice upon the Mortgagor may be required, such notice shall be deemed sufficient if it is given by ordinary mail, postage prepaid, to the Mortgagor at the Mortgagor's address as set forth herein.

9. That any promises, understandings or agreements pertaining to this mortgage not contained herein are hereby waived.

10. That whenever the Mortgaged Property shall be found in the possession or under the control of (a) any Receiver or Trustee of all or any of the property of the Mortgagor, of (b) any Executor, Administrator or other legal representative of the Mortgagor, or (c) any police or other public authority - the Mortgaged Property may be surrendered to or upon the order of the Mortgagee.

11. The Mortgagor shall not sell, assign, transfer, lease, mortgage, encumber or in any other manner dispose of the Boat, or of any interest of the Mortgagor therein, or suffer it to be attached or levied upon under execution, or otherwise, without first obtaining the written consent of the Mortgagee. The Mortgagor shall not remove or permit to be removed the Boat beyond the limits of the United States, nor shall the Mortgagor suffer or permit the Boat to be run in debt to an amount exceeding in the aggregate $200. nor shall the mortgagor negligently or wilfully permit the Boat to waste, or be damaged or destroyed. The destruction, confiscation or seizure of the Boat shall not release the Mortgagor from any obligations hereunder or under the aforesaid promissory note.

12. A waiver by the Mortgagee of any default on the part of the Mortgagor hereunder or under the terms of the aforesaid promissory note shall not operate as a waiver of any one or more succeeding defaults hereunder. All rights of the Mortgagee, whether expressly set forth in this Mortgage or accorded the Mortgagee by law, shall be cumulative or alternative in the Mortgagee's discretion.

13. That, if the Mortgagor should fail duly to perform or comply with any of the terms and provisions of this Mortgage or the aforesaid promissory note, the Mortgagor shall upon demand of the Mortgagee reimburse the Mortgagee for any and all costs and expenses, including reasonable attorneys' fees, which may be incurred in enforcing, or in attempting to enforce, this mortgage, or in collection, or in attempting to collect, any amount(s) then due or owing hereunder or under the aforesaid promissory note.

14. This mortgage shall bind and inure to the benefit of the parties hereto and to their heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the Mortgagor has caused this instrument to be duly executed this 9th day of Feb 19 84

CHARLES W. BEAUCLERK
Notary Public, State of New York
No. 41-0206520
Qualified in Queens County
Certificates Filed with
Queens, New York, Kings, Bronx
Richmond, Co. Clk & Reg. Off.
Term Expires March 30, 1985

THIS IS A CHATTEL MORTGAGE, the receipt of an executed copy of which is hereby acknowledged by the Mortgagor.

William Friedman (L.S.)
(Mortgagor)

STATE OF New York)
) SS.:
COUNTY OF New York)

On this 9th day of February, 19 84 before me personally appeared William Friedman to me known to be the person mentioned and described in, and who executed the foregoing instrument, and duly acknowledged to me (s)he executed the same.

Charles W. Beauclerk
Notary Public

PL 2 BL 1/18/49 Chattel Mortgage Boats

FOR VALUE RECEIVED, The First National City Bank of New York, (formerly known as The National City Bank of New York), hereby assigns the within CHATTEL MORTGAGE to JAMES G. WOODWARD for the purpose of foreclosure only.

Dated: New York, N.Y.
June 7th, 1955
mb

THE FIRST NATIONAL CITY BANK OF NEW YORK

BY: _____
Assistant Cashier.

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

On the 7th day of June, 1955, before me personally came HAROLD BOHSUNG, to me known, who, being by me duly sworn, did depose and say, that he resides at No. 35-50 85th Street, Jackson Heights, N.Y.; that he is an Assistant Cashier of The First National City Bank of New York, the corporation described in and which executed the foregoing assignment; that he knows the seal of said corporation; that the seal affixed to said instrument is said corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that hesigned his name thereto by like order.

_____

GENE M. CAHILL
Notary Public, State of New York
No. 24-0532300
Qualified in Kings County
Certificate filed in N. Y. Co. Clk's Office
Commission Expires March 30, 1957

15 Filed 20 June, 1955.

LIBER 99 PAGE 96

46832

APP. No. 3.33

PE SONAL CREDIT DEPARTMENT

THE NATIONAL CITY BANK OF NEW YORK

NEW YORK, N. Y.

17 4984 000 FEB 10 '54

NEW YORK,

(Do not write in date) P. L. NO. AND DATE LOAN MADE

COLLATERAL NOTE

FOR VALUE RECEIVED, the undersigned promises to pay to the order of THE NATIONAL CITY BANK OF NEW YORK, hereinafter called the "Bank") at No. 17 East 42nd Street, Borough of Manhattan, City of New York, the sum of Five thousand three hundred fifty seven 76/100 Dollars ($5357.76)

in Installments, as follows: $ 223.24 on 3.17.54 and an equal amount on the same date of each month thereafter until a total of the said sum shall have been paid, or at such other time(s) as may be agreed at any time(s) in writing by and between the Bank and the undersigned, and (ii) whenever payment of any such installment shall have been in default for at least five days, a fine computed at the rate of four cents for each dollar of the amount of the unpaid installments (but no such fine shall exceed two dollars and the aggregate of such fines payable with respect to this loan, or any renewal thereof, shall not exceed two per centum of the amount of such loan and shall in no event exceed fifteen dollars), and such amount will be paid not later than one month from the date of such default as liquidated damages occasioned by the default. The acceptance by the Bank of any installment(s) after any default hereunder shall not operate to extend the time of payment of any amount(s) then remaining unpaid hereunder or constitute a waiver of any of the other rights of the Bank hereunder. The undersigned further agrees:

I. Upon the discount by it of this note, the Bank shall be entitled to deduct from the proceeds thereof a discount charge computed on the face amount of this note for the period between the date hereof and the maturity date of the installment last payable hereunder at the rate of three and thirty-three one-hundredths of one per centum per annum if it is a twelve-month note, at three and twenty-five one-hundredths of one per centum per annum if it is a fifteen-month note, at three and nineteen one-hundredths of one per centum per annum if it is an eighteen-month note, or three and ten one-hundredths of one per centum per annum if it is a twenty-four month note, or two and ninety-seven one-hundredths of one per centum per annum if it is a thirty-six month note, which charge is equivalent to interest on Unpaid Principal Balances at the rate of six and thirty-six one-hundredths of one per centum per annum.

II. As collateral security for the payment of (i) the indebtedness evidenced hereby or by any note(s) which may be given in renewal or extension of all or any part of that indebtedness, and (ii) any and all other obligations and/or liabilities, direct or contingent, of the undersigned to the Bank, due or to become due, whether now existing or hereafter arising, (the indebtedness evidenced hereby and any and all such other obligations and liabilities being hereinafter referred to as the "Obligations"), the undersigned hereby pledges to the Bank any and all property now or at any time(s) hereafter (a) given unto or left in the possession or control of the Bank by or for account of the undersigned and/or held as property of the undersigned at any time(s) by any third party as agent, pledgeholder or otherwise for the Bank, whether so possessed, controlled or held by the Bank or any such third party for the express purpose of being used by the Bank as collateral security, or for safekeeping, or for any other or different purpose, and (b) in transit to or from the Bank from or to the undersigned—and hereby gives the Bank a lien upon all the property as aforesaid for the amount(s) owing at any time(s) on the Obligations. The Bank may, at its option and at any time(s), with or without notice to the undersigned, appropriate and apply to the payment or reduction, either in whole or in part, of the amount owing on all or any of the Obligations (whether or not then due) any and all moneys, now or hereafter with the Bank, on deposit or otherwise, to the credit of or belonging to the undersigned. The Bank shall not be obligated to assert or enforce any rights or liens hereunder or to take any action in reference thereto, and the Bank may in its discretion at any time(s) relinquish its rights hereunder as to particular property without thereby affecting or invalidating its rights hereunder as to all or any other property as to which reference has hereinbefore been made.

III. That: (a) should the aggregate market value of all property held as security hereunder at any time suffer any decline or should any such property be deemed by the Bank to be unsatisfactory or inadequate, or should any such property fail to conform to legal requirements, the undersigned will upon request deliver to the Bank additional collateral or will make one or more payments on account, to the satisfaction of the Bank; (b) the Bank shall be under no duty with respect to any property held relative hereto at any time(s) except to account therefor in due course pursuant to the terms and provisions hereof, and (c) the Bank may, in its discretion and in the absence of other express instruction in writing, apply any amount(s) which may be paid to and/or received or held by it relative hereto at any time(s), to the payment or reduction, either in whole or in part, of the principal and/or interest due the Bank may elect then owing on all or any of the Obligations.

IV. In event of the happening of any one or more of the following, to-wit: (a) the non-performance of the promise to pay hereinabove set forth; (b) the non-payment of any of the other Obligations; (c) the failure of the undersigned forthwith, with or without notice, to furnish satisfactory additional collateral or to make payments on account as hereinbefore agreed; (d) the death, failure in business, dissolution or termination of existence of the undersigned; (e) any petition in bankruptcy being filed by or against the undersigned, or any proceedings in bankruptcy, or under any Acts of Congress relating to the relief or readjustment of any indebtedness of the undersigned, either through reorganization, composition, extension or otherwise; (f) the making by the undersigned of an assignment for the benefit of creditors or the taking advantage by the undersigned of any insolvency law; (g) the appointment of a receiver of any property of the undersigned; (h) the attachment or sheriff of any funds or other property of the undersigned which may be in, or come into, the possession or control of the Bank, or of any third party acting for the Bank as aforesaid, or of the same becoming subject at any time to any mandatory order of court or other legal process — then, or at any time after the happening of any such event, this note, and/or any note(s) or other obligation(s) which may be taken in renewal or extension of all or any part of the indebtedness evidenced hereby, shall immediately become due and payable, without demand or notice and likewise upon the happening of any such event, or at any time thereafter, any or all of the other Obligations shall, at the option of the Bank, become due and payable forthwith, without demand or notice. Furthermore, in any such event, full power and authority are hereby given the Bank to sell, assign, and deliver the whole of the said collateral, or any part(s) thereof, or any substitutes therefor, or any additions thereto, or any other property upon which the Bank has hereinbefore been given a lien, at any broker's board, or at public or private sale, at the option of the Bank, either for cash or on credit or for future delivery, without assumption of any credit risk, and without other demand, advertisement or notice of any kind, all of which are hereby expressly waived, and no delay on the part of the Bank in exercising any power of sale or any other rights or options hereunder, and no notice or demand, which may be given to or made upon the undersigned by the Bank with respect to any power of sale or other right or option hereunder, shall constitute a waiver thereof, or limit or impair the right of the Bank to take any action or to exercise any power of sale or any other rights hereunder, without notice or demand, or prejudice the rights of the Bank as against the undersigned in any respect. At any sale hereunder, the Bank may itself purchase the whole or any part of the property sold, free from any right of redemption on the part of the undersigned, all such rights being also hereby waived and released. In event of any sale or other disposition of any of the property aforesaid, after deducting all costs or expenses of every kind for care, safekeeping, collection, sale, delivery or otherwise, the Bank may apply the residue of the proceeds of the sale or other disposition thereof, to the payment or reduction, either in whole or in part, of the indebtedness then owing on this note and/or on any one or more of the other Obligations, whether then due or not due, making proper allowance for interest on Obligations not then due, and returning any overplus to the undersigned, all without prejudice to the rights of the Bank as against the undersigned with respect to any and all amounts which may be or remain unpaid on this note and/or on any of the other Obligations at any time(s).

V. The word "property" as used herein includes goods and merchandise, as well as any and all documents relative thereto; also funds, cash credit balances, securities, choses in action and any and all other forms of property, whether real, personal or mixed, and any right, title or interest of the undersigned therein or thereto.

VI. The Bank may, at its option and without any obligation to do so, transfer to or register in the name of its nominee(s) all or any part of the property referred to hereinabove, and it may do so before or after the maturity of any of the Obligations and with or without notice to the undersigned.

VII. The Bank may transfer this note and deliver to the transferee(s) all or any of the property then held by it as security hereunder, and the transferee(s) shall thereupon become vested with all the powers and rights herein given to the Bank with respect thereto; and the Bank shall thereafter be forever relieved and fully discharged from any liability or responsibility in the matter, but the Bank shall retain all rights and powers hereby given with respect to property not so transferred.

VIII. To waive and does hereby waive presentment for payment, demand, notice of dishonor and protest of this note and that this note shall be deemed to have been made under and shall be governed by the laws of the State of New York in all respects, including matters of construction, validity and performance, and that none of its terms or provisions may be waived, altered, modified or amended except as the Bank may consent thereto in writing duly signed for and on its behalf.

IX. That the Bank may: (i) date this note as of the day when the loan evidenced hereby is made, and (ii) complete any blank space in this note according to the terms upon which it grants the loan relative hereto.

BORROWER: William Fuechsel ADDRESS 218 West 17th St New York 11, N.Y.

(Signature—Write in Full) (Give complete residential address)

Filed 20 June, 1955.

16 3.33 P.L. 280A Rev. 5/53 (36) Sec. 370 COLLATERAL NOTE—The National City Bank of New York.

LIBER 99 PAGE 97

FOR VALUE RECEIVED the undersigned hereby (jointly and severally) guarantee(s) unto the payee and/or any subsequent owner or holder of the within note, the punctual payment, at maturity, of the said note and any and all indebtedness evidenced or represented thereby, in accordance with the terms and conditions thereof, and consents that any and all collateral or other security which is now or may hereafter be held therefor may be exchanged or surrendered from time to time, or the time of payment of the said note or any of the indebtedness evidenced or represented thereby may be extended, without notice to or further assent from the undersigned (or any of us), who will remain bound upon this guaranty notwithstanding any such changes, surrender or extension. Notice of the acceptance hereof and promptness in making any demand for the payment, or in giving notice of any default in the payment, of all or any part of said indebtedness and/or in making any demand hereunder, are hereby waived. It is understood that this guaranty shall be deemed to have been dated as of the day when the within note shall have been acquired by the Bank named therein.

Guarantor: Mrs. William Caroline Friedman

Guarantor: Mrs Caroline Friedman

Guarantor: .....

STATEMENT OF ACCOUNT

PL# 17M 4984 000

Face Amount of Loan 2/10/54		$5357.76
Less: Payments Received	$446.48	
Discount Rebated	254.22	700.70
Matured Amount 5/4/54		$4657.06
Plus: Interest 5/4/54 to 6/6/55		259.10
	Sub Total	$4916.16
Less: Payments Received		892.96
Balance Due 6/6/55		$4023.20.

PAYMENTS RECEIVED BEFORE MATURITY

Date	Amount
3/19/54	$223.24
4/15/54	223.24
Total -	$446.48.

PAYMENTS RECEIVED AFTER MATURITY

Date	Amount
5/20/54	$223.24
6/23/54	223.24
7/22/54	223.24
8/20/54	223.24
Total -	$892.96.

June 6th, 1955
mb

17

Filed 20 June, 1955.

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

HAROLD BOHSUNG, being duly sworn, deposes and says, that he is an Assistant Cashier of The First National City Bank of New York (formerly known as The National City Bank of New York), and being associated with its Personal Credit Department, is familiar with all of the facts herein.

The National City Bank of New York on February 10th, 1954, granted a loan to William Friedman in the sum of $5357.76. As collateral security for the repayment of that loan, William Friedman executed and delivered to The National City Bank of New York a chattel mortgage covering a 1949 Churchward, Name - Faultless 2nd, Engine No. - MA20832RH and No. MA20956RLH, Registered Length - 36, Registered Breadth - 12, Use of Boat - Pleasure.

The payments not having been made as required by the terms of the note and mortgage, the note was matured on May 4th, 1954, for $4657.06. There is presently unpaid with interest to date the sum of $4023.20. A detailed statement of the account has been prepared, annexed hereto and made a part of this affidavit.

HAROLD BOHSUNG,
Assistant Cashier.

Sworn to before me this
7th day of June, 1955

GENE M. CAHILL
Notary Public, State of New York
No. 24,0532300
Qualified in Kings County
Certificate filed in N. Y. Co. Clk's Office
Commission Expires March 30, 1957

15

Filed 20 June, 1955

DISTRICT COURT OF THE UNITED STATES
SOUTHERN DISTRICT OF NEW YORK

- -

In the Matter

-of-

WILLIAM FRIEDMAN doing business under the name and style of FAULTLESS PRESS

Bankrupt

- -

In Bankruptcy
No. 90132.

ORDER AUTHORIZING THE NATIONAL CITY BANK OF NEW YORK TO FORECLOSE CHATTEL MORTGAGE

At New York, New York, in said District, on the 7th day of May, 1955.

DAVID CHARLES KLEIN, Trustee of the Above bankrupt, having petitioned for an order pursuant to Section 57-h of the Bankruptcy Act valuing certain security held by The National City Bank of New York for the indebtedness of the bankrupt and an order to show cause having been issued on the said petition, and the matter having come on to be heard before the Court, and Bergerman & Hourwich (by Joseph Calderon, Esq.) appearing for the said Trustee and Harold H. Keefe, Esq. (by Anthony Christy, Esq.) having appeared for the respondent, The National City Bank of New York, it is now, on the account of the said attorneys for the parties,

ORDERED, that pending the determination of this proceeding, The National City Bank of New York be, and it is hereby, authorized to institute legal proceedings to foreclose its chattel mortgage on a certain motor cruiser known as the "FAULTLESS II", in any jurisdiction where the said motor cruiser may be located and to report to this Court concerning the disposition of such foreclosure proceedings, and it is further

ORDERED, that in the event The National City Bank of New York is successful in its attempt to seize the motor cruiser, "FAULTLESS II", upon the foreclosure of its mortgage in accordance with its terms that there be deducted from the proceeds of any sale, all expenses in connection therewith, and after payment of any other superior and/or prior liens if any on said motor cruiser,"FAULTLESS II", and the net proceeds if any remaining after sale shall be credited to the amount of the claim filed by The National City Bank of New York; and it is further

ORDERED, that this proceeding is continued until the disposition of such foreclosure proceedings as may be taken by The National City Bank of

19

Filed 20 June, 1955.

New York pursuant to the authority of this order.

Referee in Bankruptcy

A THUE COPY
REFEREE IN BANKRUPTCY

DISTRICT COURT OF THE UNITED STATES
SOUTHERN DISTRICT OF NEW YORK

In the Matter

-of-

WILLIAM FRIEDMAN doing business under the name and style of FAULTLESS PRESS

Bankrupt

ORDER

PL# 17M 4984 000

HAROLD H. KEEFE
Attorney for The National City Bank of New York
17 East 42nd Street
Borough of Manhattan, City of New York

20

LIBER 99 PAGE 102 No. 11,365 Equity

The Phoenix Insurance Company

Hartford, Connecticut

KNOW ALL MEN BY THESE PRESENTS, That We, James G. Woodward 42 State Circle Annapolis Maryland as principal, and THE PHOENIX INSURANCE COMPANY, a corporation of the State of Connecticut as surety, are held and firmly bound unto the State of Maryland in the Full and Just Sum of Five Thousand ($5000.00) and no/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, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 23rd day of June in the year of our Lord one thousand none hundred and fifty five.

WHEREAS, by an order of the Circuit Court of Anne Arundel County bearing date on the 26th day of May nineteen hundred and fifty five and passed in a cause in the said Court, wherein The National City Bank of New York, New York City, N. Y., as Petitioner and Mortgagee vrs William Freidman of Selby on the Bay Yacht Club, Anne Arundel County, Maryland, the above bound James G. Woodward has been appointed Receiver of the Yacht Faultless II now located at ShadySide Maryland.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden James G. Woodward do and shall well and faithfully perform the trust reposed in him by said order, or that may be reposed in him by any future order or decree in the premises, then the above obligation to be void, otherwise to remain in full force and virtue in law.

Witness:
Helen D. Pick

James G. Woodward
Principal

Witness:
Jeanne Lamb

THE PHOENIX INSURANCE COMPANY
By Richard R. Bowe
Attorney-in-fact

Approved this 24 June, 1955
John H. Hopkins, 3rd, Clerk

21 Filed 24 June, 1955.

LIBER 99 PAGE 103

THE PI)ENIX INSURANCE CC IPANY

HARTFORD, CONNECTICUT

POWER OF ATTORNEY - CERTIFIED COPY

Know all men by these Presents, That THE PHOENIX INSURANCE COMPANY, a corporation duly organized under the laws of the State of Connecticut, and having its principal office in the City of Hartford, County of Hartford, State of Connecticut, does hereby make, constitute and appoint

Richard K. Rowe, Baltimore, Maryland

its true and lawful Attorney(s)-in-fact, to make, execute, sign, seal and deliver for and on its behalf as surety and as its act and deed:

ANY AND ALL BONDS AND UNDERTAKINGS

and to bind THE PHOENIX INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of THE PHOENIX INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-fact may do in pursuance hereof.

This power of attorney is granted under and by authority of the following resolution adopted by the Directors of THE PHOENIX INSURANCE COMPANY on the 2nd day of January, 1951:

"*Resolved*, that the President or any Vice-President, in conjunction with any Secretary or Assistant Secretary, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected Officers of the Company in their own proper persons."

In Witness Whereof, THE PHOENIX INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereto affixed, duly attested by its ~~Assistant~~ Secretary, this 20th day of December 19 54

THE PHOENIX INSURANCE COMPANY

Attest:

E. B. Stout, Jr.
Vice-President

Selden K. Griffen
~~Assistant~~ *Secretary*

THE PHOENIX INSURANCE CO. SEAL HARTFORD, CONN.

STATE OF CONNECTICUT, }
COUNTY OF HARTFORD, } ss.

On this 20th day of December, A. D. 1954, before me personally came E. B. Stout, Jr., to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice-President of THE PHOENIX INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

Franklin C. Ambler
Notary Public

Certificate No. 641
My Commission Expires 4-1-56

THE PHOENIX INSURANCE CO. SEAL HARTFORD, CONN.

CERTIFICATE

STATE OF CONNECTICUT, }
COUNTY OF HARTFORD, } ss.

I, the undersigned, Assistant Secretary of THE PHOENIX INSURANCE COMPANY, a Connecticut Corporation, DO HEREBY CERTIFY that the foregoing POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore, that the resolution of the Directors of the Company, set forth in the Power of Attorney, is now in force.

Given under my hand and the seal of the company, at the City of Hartford, on May 26TH 1955

Donald W. Ross
Assistant Secretary

S-207 .
S-206 ORIGINAL

42

NATIONAL CITY BANK OF NEW YORK, A NATIONAL BANKING ASSOCIATION,	*	IN THE
PETITIONER & MORTGAGEE	*	CIRCUIT COURT
vs.	*	FOR
WILLIAM FRIEDMAN,	*	ANNE ARUNDEL COUNTY
MORTGAGOR	*	NO. 11,365 EQUITY

* * * * * * * *

PETITION OF MINERS NATIONAL BANK OF WILKES-BARRE, PENNSYLVANIA

* * * * * * * *

To the Honorable, the Judges of said Court:

The Petition of the Miners National Bank of Wilkes-Barre, Pa., by Noah A. Hillman, its solicitor, respectfully represents:

1. That it is the holder of a maritime lien or liens, by assignment from Higgs Marine Service, Inc., which it took as collateral security for a loan to Mary Giarratano of Pittston, Pa., on June 3, 1954; proceeds of said loan having been used by Mary Giarratano, owner of the vessel "Faultless 2nd", to pay Higgs Marine Service, Inc. for repairs, etc. furnished the said vessel.

2. That the sum loaned by this Petitioner, for the purposes above stated, was $1,150.00. There is still due on the loan and the lien the sum of $1,100.00. The loan matured June 16, 1955 but the maritime lien was attached to said vessel prior to June 3, 1954.

3. That your Petitioner lately learned the said vessel is being offered for sale under the jurisdiction of this Court and that a Receiver has been appointed to sell the vessel, wherefore it deems it necessary in order to protect its rights in this matter, for your Petitioner to be made a party in this cause.

4. That your Petitioner is advised that the vessel was somewhat damaged in the hurricane "Hazel" during the Fall of 1954, that there is marine insurance sufficient to repair the said damage but that the owner of the vessel and the insurer cannot or at least have not yet come to an agreement as to whether the vessel should be repaired or a cash settlement be made.

5. That it is your Petitioner's opinion a higher price could be obtained for the vessel if it were repaired, painted, placed in the water and in

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

23

Filed 13 July, 1955

good running condition rather than be sold as is; that your Petitioner finds the record in this case discloses that the Mortgagee and original Petitioner, National City Bank of New York, prayed for appointment of a Receiver to make sale, to maintain the vessel in the meantime and to make agreements or settlements with the insurer. Under the circumstances herein shown, it would appear to be for the mutual advantage of all concerned who have claims against said vessel, that the vessel be repaired by the insurer since it disputes the sum needed to make such repairs, and that after repairs have been made the vessel then be sold.

WHEREFORE, your Petitioner prays,

A. That it may be made a party to this cause.

B. That it may be permitted to file a formal, duly authenticated claim for its maritime lien.

C. That it be paid its claim out of the proceeds of sale of the vessel in the order of its legal priority.

D. That the Receiver be authorized, in his discretion, notwithstanding the sale has been advertised, to either proceed with sale of the vessel as is or to negotiate with the insurer of the vessel so that the same may be repaired by the insurer and then sold by the Receiver.

E. That it may have such further relief as may be required.

Noah A. Hillman
Solicitor for Miners National
Bank of Wilkes-Barre, Pennsylvania

PETITIONER

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify, that on this 13 day of July, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Noah A. Hillman, Agent of Miners National Bank of Wilkes-Barre, Pennsylvania, who made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true, to the best of his knowledge, information and belief.

As witness my hand and Notarial Seal.

Notary Public

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

LIBER 99 PAGE 106

NATIONAL CITY BANK OF NEW YORK A NATIONAL BANKING ASSOCIATION,	*	IN THE
PETITIONER & MORTGAGEE	*	CIRCUIT COURT
vs.	*	FOR
WILLIAM FRIEDMAN,	*	ANNE ARUNDEL COUNTY
MORTGAGOR	*	NO. 11,365 EQUITY

* * * * * * * * *

ORDER OF COURT

The Petition of Miners National Bank of Wilkes Barre, Pa. and all proceedings in this case having been read or considered, it is thereupon this 13th day of July, 1955, by the Circuit Court for Anne Arundel County, in Equity, ORDERED,

A. That Miners National Bank of Wilkes-Barre, Pa. be, and it is hereby, made a party Defendant in this case and is permitted to file a formal, duly authenticated claim.

B. That the Receiver be, and he is authorized, in his discretion, to either proceed with sale of the vessel as is and presently advertised for sale, or to negotiate with the insurer of said vessel so that the same may be repaired by the insurer and later sold by the Receiver.

C. That a copy of the foregoing Petition and this Order should be served on the Receiver forthwith.

Benjamin Michaelson Judge

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

25

Filed 13 July, 1955.

LIBER 93 PAGE 107

National City Bank of New York,	*	IN THE
Petitioner & Mortgagee	*	CIRCUIT COURT
vs	*	FOR
William Friedman,	*	ANNE ARUNDEL COUNTY
Mortgagor	*	No. 11,365 Equity
	*	
	*	

***

ADMISSION OF SERVICE

I hereby admit service, this 14th day of July, 1955, of copy of Petition of Miners National Bank of Wilkes-Barre, Pa. and Order of Court thereon of July 14, 1955.

James L. Woodward
Receiver

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

26 Filed 15 July, 1955.

LIBER 99 PAGE 108

THE NATIONAL CITY BANK OF NEW YORK, A NATIONAL BANKING ASSOCIATION, 17 EAST 42ND STREET, NEW YORK, NEW YORK,	:	IN THE CIRCUIT COURT
	:	FOR
PETITIONER AND MORTGAGEE,	:	ANNE ARUNDEL COUNTY
VS.	:	MARYLAND
	:	
WILLIAM FRIEDMAN SELBY BAY YACHT CLUB SELBY-ON-THE-BAY MAYO, MARYLAND,	:	IN EQUITY
	:	CASE NO. 11,365
MORTGAGOR.	:	
	:	

RECEIVER'S REPORT OF PUBLIC AUCTION SALE AND AFFIDAVIT.

To the Honorable, the Judge of the Circuit Court for Anne Arundel County, Maryland:

The report of James G. Woodward, Receiver, appointed by an Order of this Court passed in the above entitled cause and dated the 26th day of May, 1955, to make sale of a certain yacht therein mentioned, and known as "Faultless 2nd," the Receiver also being the Assignee for the purpose of foreclosure sale of a chattel mortgage involved in this cause and more fully referred to in the Petition originally filed herewith, respectfully shows:

That after giving bond with security for the faithful performance of his trust, and after having complied with all of the other prerequisites, as required by law and the said Order, and giving notice of the time, place, manner and terms of sale by advertisements inserted in the "Maryland Gazette", a newspaper published in Anne Arundel County, Maryland, for at least three successive weeks before the day of sale, the 16th day of July, 1955, as shown by a Certificate of Publication filed herewith and designated as "Receiver's Exhibit A" as well as by the same advertisement inserted in the "Evening Capital" for at least two successive weeks before the said day of sale, as shown by a Certificate of Publication

27 Filed 18 July, 1955.

filed herewith and designated as "Receiver's Exhibit B;" in addition to one advertisement of the said sale in the Sunday Edition of June 26th, 1955, of the "Baltimore Sun", published in the City of Baltimore, Maryland, as well as having distributed himself approximately two hundred handbills advertising said sale, in addition to which the Auctioneer who made said sale also having distributed approximately twenty-five of the said handbills, the same having been distributed to persons who were believed to be interested in the purchase of such a yacht offered for said sale or to locations where they would attract attention of persons so interested, and having been so distributed before the date of sale, he, the said Receiver, did, pursuant to said notice and advertisement, attend at the Parish Creek Shipyard, operated by one Kenneth Nieman, and located at Parish Creek, Shady Side, Anne Arundel County, Maryland, on the said 16th day of July, in the year 1955, at 3:00 o'clock p. m., and then and there proceeded to sell the said mortgaged property and chattel known as the yacht, "Faultless 2nd," in a manner following, that is to say:

The Receiver offered at public sale to the highest bidder the personal property or chattel mentioned in this proceeding and the said Court Order, being the motor cruiser or yacht, "Faultless 2nd", being all of that said boat, motor cruiser, or yacht known as"Faultless 2nd" having a registered length of 36 feet one inch, with a registered breadth of twelve feet, together with all of the appurtenances, engines, rigging, tackle, appliances and equipment attached to or used in connection with said yacht and now situated thereon, the said yacht known as "Faultless 2nd" having been offered at public auction sale as an entirety, the said yacht having been built in the year 1949, the said yacht, known as "Faultless 2nd" having been more fully described in a certain chattel mortgage filed with and referred to in this proceeding and being dated the 9th day of February, 1954, from William Friedman to the National City Bank of New York.

And the said Receiver sold the above described personal property or yacht known as "Faultless 2nd" to one George M. Grening for the sum of Four Thousand, Five Hundred and Fifty Dollars ($4,550.00), he being at that sum the highest bidder, therefore, the terms of said sale being that a cash deposit of Four Hundred Dollars ($400.00) was required of the Purchaser at the time and place of sale and that the balance of the purchase money should be paid in cash upon final ratification of the sale by the Circuit Court of Anne Arundel County, Maryland, and that the balance of the purchase money should bear interest from the day of sale to the day of settlement at the rate of six per cent per annum. Immediate removal after the final ratification of the sale from the premises where the same was sold was also prescribed as a term of sale.

The Receiver finally files herewith as his "Exhibit C," a certificate of Robert H. Campbell, the Auctioneer, that he did sell the mortgaged personal property of yacht to the said George M. Grening, and that the sale was fairly made at a price of Four Thousand, Five Hundred and Fifty Dollars ($4,550.00), the said Exhibit including a certificate signed by the said George M. Grening, as purchaser, certifying that he had purchased the said yacht at said sale and that he did fully agree to comply with all of the terms and conditions of said sale; and the said "Exhibit C" containing finally the acknowledgement of the Receiver herein, James G. Woodward, that he had received from the purchaser, George M. Grening, the sum of Four Hundred Dollars "($400.00) as the deposit paid by him as purchaseroon the said purchase price at which he purchased the boat and as required by the terms of the sale.

Respectfully submitted,

James G. Woodward

James G. Woodward, Receiver
42 State Circle
Annapolis, Maryland

29

JAMES G. WOODWARD
42 State Circle
Annapolis, Maryland

RECEIVER'S PUBLIC SALE
UNDER CHATTEL MORTGAGE
OF VALUABLE
PLEASURE YACHT WITH STEEL HULL KNOWN AS "FAULTLESS 2ND"

Under the authority of an Order of Court passed on the 20th day of May, 1955, by the Circuit Court for Anne Arundel County, Maryland, in a cause pending in said Court known as National City Bank of New York, etc., Mortgagee, vs. William Friedmen, Mortgagor, and known in said Court as Case No. 11,303, In Equity, and pursuant to the Power of Sale contained in a certain Chattel Mortgage referred to in said proceeding and being dated the 9th day of February, 1954, from William Friedman to the National City Bank of New York, default having occurred under the said mortgage and the same having been assigned to the undersigned for the purpose of foreclosure thereof, the said Receiver will offer for Public Auction Sale as an entirety, all of that pleasure yacht known as "Faultless 2nd" being registered as having a length of thirty-six feet (36) and a breadth of twelve (12) feet, and as having been built in the year 1940, together with all equipment, parts, appliances and appurtenances now situated on said yacht or vessel; said Public Auction Sale of the said yacht to be held at the location following:

PLACE OF SALE: At the shipyard known as Parish Creek Shipyard, operated by one Kenneth Nieman, located at Shady Side, Anne Arundel County, Maryland.

TIME OF SALE: The above described pleasure yacht will be so offered for sale at Public Auction at the location above on Saturday, July 16th, 1955, at 3:00 o'clock P. M. (Eastern Daylight Time).

TERMS OF SALE: A cash deposit of Four Hundred Dollars ($400.00) will be required of the purchaser at the time and place of sale. The balance of the purchase price shall be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County, Maryland, and shall bear interest from the day of sale to the day of settlement at the rate of six percent (6%) per annum. Immediate removal after ratification of sale is required.

INSPECTION: Property can be inspected prior to sale at the Parish Creek Boatyard, Shady Side, Anne Arundel County, Maryland, and further information can be obtained prior to sale by contacting the Receiver, James G. Woodward, 42 State Circle, Annapolis, Maryland. Telephone: Colonial 3-0002.

JAMES G. WOODWARD, Receiver and Assignee of Chattel Mortgage
42 State Circle
Annapolis, Maryland

ROBERT H. CAMPBELL, Auctioneer.

jy-7

RECEIVERS EXHIBIT A

LIBER 99 PAGE 111 OFFICE C

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 18, 1955

We hereby certify, that the annexed

Receiver's Public Sale

William Friedman

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 16th day of July, 1955. The first insertion being made the 23rd day of June, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By Maisie Tate

30

Receiver's Exhibit A.

Filed 18 July, 1955.

RECEIVER'S EXHIBIT B
OFFICE OF

Real Estate

JAMES G. WOODWARD
42 State Circle
Annapolis, Maryland

RECEIVER'S PUBLIC SALE
UNDER CHATTEL MORTGAGE
OF VALUABLE
PLEASURE YACHT WITH STEEL HULL KNOWN AS "FAULTLESS 2ND"

Under the authority of an Order of Court passed on the 20th day of May, 1955, by the Circuit Court for Anne Arundel County, Maryland, in a cause pending in said Court known as National City Bank of New York, etc., Mortgagee, vs. William Friedman, Mortgagor, and known in said Court as Case No. 11,365, In Equity, and pursuant to the Power of Sale contained in a certain Chattel Mortgage referred to in said proceeding and being dated the 9th day of February, 1954, from William Friedman to the National City Bank of New York, default having occurred under the said mortgage and the same having been assigned to the undersigned for the purpose of foreclosure thereof, the said Receiver will offer for Public Auction Sale as an entirety, all of that pleasure yacht known as "Faultless 2nd" being registered as having a length of thirty-six feet (36) and a breadth of twelve (12) feet, and as having been built in the year 1940, together with all equipment, parts, appliances and appurtenances now situated on said yacht or vessel; said Public Auction Sale of the said yacht to be held at the location following:

PLACE OF SALE: At the shipyard known as Parish Creek Shipyard, operated by one Kenneth Nieman, located at Shady Side, Anne Arundel County, Maryland.

TIME OF SALE: The above described pleasure yacht will be so offered for sale at Public Auction at the location above on Saturday, July 16th, 1955, at 3:00 o'clock P. M. (Eastern Daylight Time).

TERMS OF SALE: A cash deposit of Four Hundred Dollars ($400.00) will be required of the purchaser at the time and place of sale. The balance of the purchase price shall be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County, Maryland, and shall bear interest from the day of sale to the day of settlement at the rate of six percent (6%) per annum. Immediate removal after ratification of sale is required.

INSPECTION: Property can be inspected prior to sale at the Parish Creek Boatyard, Shady Side, Anne Arundel County, Maryland, and further information can be obtained prior to sale by contacting the Receiver, James G. Woodward, 42 State Circle, Annapolis, Maryland. Telephone: Colonial 3-9002.

JAMES G. WOODWARD, Receiver and Assignee of Chattel Mortgage
42 State Circle
Annapolis, Maryland
ROBERT H. CAMPBELL, Auctioneer.

jy-7

No.

Evening Capital

Published by

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 18, 1955

We hereby certify, that the annexed

Receiver's Public Sale

William Friedman

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 2 successive weeks before the 16th day of July, 1955. The first insertion being made the 27th day of June, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Receiver's Exhibit B.
Filed 18 July, 1955.

LIBER 99 PAGE 113

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

RECEIVER'S PUBLIC SALE UNDER CHATTEL MORTGAGE

OF VALUABLE

Pleasure Yacht With Steel Hull Known As "FAULTLESS 2nd"

Under the authority of an Order of Court passed on the 26th day of May, 1955, by the Circuit Court for Anne Arundel County, Maryland, in a cause pending in said Court known as National City Bank of New York, etc., Mortgagee, vs. William Friedman, Mortgagor, and known in said Court as Case No. 11,365, In Equity, and pursuant to the Power of Sale contained in a certain Chattel Mortgage referred to in said proceeding and being dated the 9th day of February, 1954, from William Friedman to the National City Bank of New York, default having occurred under the said mortgage and the same having been assigned to the undersigned for the purpose of foreclosure thereof, the said Receiver will offer for Public Auction Sale as an entirety, all of that pleasure yacht known as "Faultless 2nd" being registered as having a length of thirty-six feet (36) and a breadth of twelve (12) feet, and as having been built in the year 1949, together with all equipment, parts, appliances and appurtenances now situated on said yacht or vessel; said Public Auction Sale of the said yacht to be held at the location following:

PLACE OF SALE: At the shipyard known as Parish Creek Shipyard, operated by one Kenneth Nieman, located at Shady Side, Anne Arundel County, Maryland.

TIME OF SALE: The above described pleasure yacht will be so offered for sale at Public Auction at the location above on

Saturday, July 16th, 1955

AT 3 O'CLOCK P.M. (EDT)

TERMS OF SALE: A cash deposit of Four Hundred Dollars ($400.00) will be required of the purchaser at the time and place of sale. The balance of the purchase price shall be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County, Maryland, and shall bear interest from the day of sale to the day of settlement at the rate of six percent (6%) per annum. Immediate removal after ratification of sale is required.

INSPECTION: Property can be inspected prior to sale at the Parish Creek Boatyard, Shady Side, Anne Arundel County, Maryland, and further information can be obtained prior to sale by contacting the Receiver, James G. Woodward, 42 State Circle, Annapolis, Maryland. Telephone: COlonial 3-9002.

JAMES G. WOODWARD,
Receiver and Assignee of Chattel Mortgage
42 State Circle
Annapolis, Maryland

Filed 18 July, 1955.

LIBER 99 PAGE 114
RECEIVER'S EXHIBIT C

JULY 16, 1955

I HEREBY CERTIFY THAT ON THIS 16TH DAY OF JULY, 1955, I DID SELL THE YACHT KNOWN AS "FAULTLESS 2ND" AND MENTIONED IN THE ADVERTISEMENT SHOWN ON THE FRONT OF THIS HANDBILL TO George M. Greening ; AND I DO FURTHER HEREBY CERTIFY THAT THE SALE WAS FAIRLY MADE, AT AND FOR THE PRICE OF Forty Five Hundred and Fifty Dollars

Robt. H. Campbell
ROBERT H. CAMPBELL, AUCTIONEER.

JULY 16, 1955

I HEREBY CERTIFY THAT ON THIS 16TH DAY OF JULY, 1955, I HAVE PURCHASED THE YACHT KNOWN AS "FAULTLESS 2ND" AND MENTIONED ON THE FRONT OF THIS HANDBILL, AND I DO FULLY AGREE TO COMPLY WITH ALL OF THE TERMS AND CONDITIONS OF THE SALE.

Geo. M. Greening
PURCHASER

I HEREBY ACKNOWLEDGE THAT ON THIS 16TH DAY OF JULY, IN THE YEAR 1955, I HAVE RECEIVED THE SUM OF FOUR HUNDRED DOLLARS ($400.00) FROM George M. Greening ,PURCHASER, AS THE DEPOSIT PAID BY HIM IN THE PURCHASE OF THE YACHT KNOWN AS "FAULTLESS 2ND" AS SHOWN ON THE ADVERTISEMENT OF PUBLIC AUCTION SALE APPEARING ON THE FRONT SIDE OF THIS HANDBILL.

James G. Woodward
JAMES G. WOODWARD, ASSIGNEE OF CHATTEL MORTGAGE AND RECEIVER.

Receiver's Exhibit C.
Filed 18 July, 1955.

32

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 18th day of July, in the year 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel aforesaid, personally appeared James G. Woodward, Receiver named in the above Report of Sale, and he made oath in due form of law that the matters and things stated in the aforegoing Report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Helen D. Pick

Helen D. Pick, Notary Public.

LIBER 99 PAGE 116

ORDER NISI

THE NATIONAL CITY BANK OF NEW YORK,
A National Banking Association

versus

WILLIAM FRIEDMAN

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,365 Equity

Ordered, this 18 day of July, 1955, That the sale of the Personal Property in these Proceedings mentioned, made and reported by James G. Woodward, Receiver, ~~Trustees,~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 22 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 22 day of August next.

The report states that the amount of sale ~~stocks~~ was $ 4,550.00.

George T. Cromwell, Clerk.

True Copy.

TEST: Clerk.

Filed 18 July, 1955.

(Final Order)

THE NATIONAL CITY BANK OF NEW YORK,
A National Banking Association

versus

WILLIAM FRIEDMAN

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 25th day of August, 19 55, that the sale made and reported by the ~~Trustee~~ Receiver aforesaid, be and the same is hereby Ratified and Finally 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~~ Receiver allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

33

Filed 25 Aug., 1955.

LIBER 99 PAGE 117

ORDER NISI

IN THE CIRCUIT COURT
FOR AN''E ARUNDEL COUNTY
No. 11,365 Equity

THE NATIONAL CITY BANK OF NEW YORK, A National Banking Association

Vs.

WILLIAM FRIEDMAN

Ordered, this 18th day of July, 1955, That the sale of the Personal Property in these Proceedings mentioned, made and reported by Jamee G. Woodward, Receiver, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 22nd 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 22nd day of August next.

The report states that the amount of sale was $4,550.00.

GEORGE T. CROMWELL, Clerk.

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

a-11

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 23, 1955

We hereby certify; that the annexed

Order Nisi Sale

Eq. 11,365

William Friedman

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 22nd day of August, 1955 The first insertion being made the 21st day of July, 1955

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. 7488 34 Filed 23 Aug., 1955

THE NATIONAL CITY BANK OF NEW YORK, A NATIONAL BANKING ASSOCIATION,	:	IN THE CIRCUIT COURT
	:	FOR
PETITIONER AND MORTGAGEE,	:	ANNE ARUNDEL COUNTY
VS.	:	MARYLAND
WILLIAM FRIEDMAN,	:	IN EQUITY
MORTGAGOR.	:	CASE NO. 11,365

PETITION OF THE RECEIVER AND ASSIGNEE FOR PAYMENT OF BILL FOR AUCTIONEER'S COMMISSION.

To The Honorable, The Judge of the Circuit Court for Anne Arundel County, Maryland:

The Petition of James G. Woodward, the Receiver and Assignee in this cause, respectfully represents unto Your Honor:

One: That in the sale of the mortgaged vessel known as "Faultless 2nd" mentioned in this cause, and which sale was made on the 16th day of July, in the year 1955, all as shown by the Report of Sale previously made to this Court, the Receiver and Assignee did employ as Auctioneer to conduct the public auction sale of the said yacht, Robert Henry Campbell, a licensed Auctioneer and Appraisor of real and personal property in the State of Maryland.

Two: That the said Auctioneer has submitted to the Petitioner his bill in the amount of Two Hundred and Twenty-seven Dollars and Fifty cents ($227.50), for the services rendered by him in the public auction sale he conducted, this being five percent of the full amount for which the said yacht was sold at the auction sale of $4,550.00, the said bill of the Auctioneer being attached hereto as Petitioner's Exhibit "A".

Three: That the Auctioneer in conducting said sale did render valuable and efficient services, that he made strenuous efforts to secure the best price possible for the said yacht by

35 Filed 23 Aug., 1955.

sparing no effort to stimulate active bidding at said public auction sale and the price realized by him in said sale, in the amount of $4,550.00, is presumed to be quite satisfactory and favorable to all parties in interest in this cause.

Wherefore, the Petitioner prays Your Honor to pass an Order in this cause directing and authorizing him to pay the Auctioneer for services rendered by him in the public auction sale held in this proceeding and further prescribing, in the same Order, the amount to be paid by the Petitioner to the said Auctioneer for all services rendered by him and to be paid from the proceeds realized from the sale which was made by the said Auctioneer in this public sale.

James G. Woodward

James G. Woodward, Petitioner
42 State Circle
Annapolis, Md.

PETITIONER'S EXHIBIT "A"

TELEPHONE
ANNAPOLIS 5803

ROBERT HENRY CAMPBELL
LICENSED AUCTIONEER AND APPRAISOR OF REAL ESTATE AND PERSONAL PROPERTY
121 PRINCE GEORGE STREET
ANNAPOLIS, MARYLAND

July 19, 1955

Mr. James G. Woodward
42 State Circle

Auctioneer's Commission on sale of Yacht "Faultless 2nd" 5% $227.50

36

Exhibit
37 Filed 23 Aug., 1955.

LIBER 98 PAGE 120

THE NATIONAL CITY BANK OF NEW YORK, A NATIONAL BANKING ASSOCIATION,	:	IN THE CIRCUIT COURT
	:	FOR
PETITIONER AND MORTGAGEE,	:	ANNE ARUNDEL COUNTY
VS.	:	MARYLAND
WILLIAM FRIEDMAN,	:	IN EQUITY
MORTGAGOR.	:	CASE NO. 11,365

ORDER OF COURT

Upon the aforegoing Petition of James G. Woodward, the Receiver and Assignee in this cause, it is hereby Ordered this 25th day of August, in the year 1955, by the Circuit Court for Anne Arundel County, sitting in Equity, that the said Petitioner, as Receiver and Assignee, pay unto Robert Henry Campbell, the Auctioneer who conducted the public auction sale held in this proceeding and heretofore reported to this Court, a commission in the amount of Two Hundred Twenty-seven Dollars and Fifty Cents ($227.50), said sum to be paid as full payment for all services which the Auctioneer did render in making the aforesaid public auction sale, the same to be paid from the proceeds of the sale of the yacht which was heretofore made in this cause.

Benjamin Michaelson
Judge

Filed 25 Aug., 1955.

LIBER 99 PAGE 121

THE NATIONAL CITY BANK OF NEW YORK, A NATIONAL BANKING ASSOCIATION, 17 EAST 42ND STREET, NEW YORK, NEW YORK,	:	IN THE CIRCUIT COURT
	:	FOR
PETITIONER AND MORTGAGEE,	:	ANNE ARUNDEL COUNTY
VS.	:	MARYLAND
WILLIAM FRIEDMAN SELBY BAY YACHT CLUB SELBY-ON-THE-BAY MAYO, MARYLAND,	:	IN EQUITY
	:	CASE NO. 11,365
MORTGAGOR.	:	

PETITION OF MORTGAGEE FOR RULE FURTHER PROCEEDINGS AGAINST THE MINERS NATIONAL BANK OF WILKES-BARRE, PENNSYLVANIA, INTERVENING PARTY DEFENDANT.

To the Honorable, The Judge of said Court:

The Petition of the National City Bank of New York, as Mortgagee in this foreclosure proceeding, by James G. Woodward, its Attorney, respectfully represents unto Your Honor:

1. That on the 13th day of July, 1955, the Miners National Bank of Wilkes-Barre, Pennsylvania, by Noah A. Hillman, Esquire, its Solicitor, filed its Petition in this Court praying:

A. That it may be made a party to this cause.

B. That it may be permitted to file a formal, duly authenticated claim for its maritime lien.

C. That it be paid its claim out of the proceeds of sale of the vessel in the order of its legal priority.

2. That on the 13th day of July this Court did also pass its Order on the said Petition making the said Miners National Bank of Wilkes-Barre, Pennsylvania, a party to the cause and permitting it to file a formal, duly authenticated claim, the said Court Order having further directed that a copy of the Petition and Order of Court passed thereon, be served forthwith on the Receiver. That the copy of the said Petition of the Miners National Bank of Wilkes-Barre, Pennsylvania, and the copy of the said Order of Court so passed thereon, was served on the Receiver

39 Filed 15 Nov., 1955

on the 14th day of July, 1955, and his admission of service is a matter of record in this Court. That even since the 14th day of July, 1955, the Receiver and Attorney for the Mortgagee, has on innumerable occasions informally requested Noah A. Hillman, Esquire, Attorney for the said intervening Defendant, to file the said alleged maritime lien claim of the Miners National Bank of Wilkes-Barre, Pennsylvania, in said cause, as authorized by the aforesaid Order of this Court dated the 13th day of July, 1955, as aforesaid, or to plead further in this cause as Party Defendant to the same, and while the said Solicitor, Noah A. Hillman, Esquire, did repeatedly assure the Receiver and Attorney for the Mortgagee that it was his intention to file the said formal, duly authenticated claim of his client, or to proceed further therein, the said Counsel for the Intervening Defendant , nevertheless, has completely failed to file any such formal, duly authenticated claim or to plead further in this proceeding and approximately four weeks ago, or on or about the 15th day of October, 1955, the said Noah A. Hillman, Esquire, Counsel for the Intervening Defendant, the Miners National Bank of Wilkes-Barre, Pennsylvania, did advise the Receiver and Attorney for the Mortgagee, that his complete file in this case had been transferred by him to New York Counsel for the Intervening Defendant for the examination thereof by the New York Counsel, and that there was nothing more he could do at this time towards the filing of the alleged maritime lien claim in this case or in connection with further pleading in the same.

3. The Mortgagee and its Counsel hereby show that no formal, duly authenticated lien claim, or any pleadings of any character, have been filed in this cause to the present time, and that a period of four months having expired since the date of the Order of this Court, the same having been passed on the 13th day of July, 1955, that the Intervening Defendant, its local Counsel and its New York Counsel, have had more than an ample and reasonable length of time in which to file its alleged formal, duly

authenticated lien claim in this case or to file further pleadings in this case.

WHEREFORE, the Mortgagee respectfully prays this Court to pass a Rule Further Proceedings in this cause against the Intervening Defendant, the Miners National Bank of Wilkes-Barre, Pennsylvania, requiring the said Intervening Defendant to file its alleged formal, duly authenticated lien claim in this proceeding or to plead further in this proceeding on or before a certain day to be named in the said Rule Further Proceedings.

James G. Woodward,
James G. Woodward, Receiver and
Attorney for Mortgagee.

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify that on this 15th day of November, in the year 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared James G. Woodward, named as Attorney for the Mortgagee and also the Receiver in the above Petition, and he did make oath in due form of law that the matters and facts set forth in said aforegoing Petition are true and correct, to the best of his knowledge, information and belief.

As witness my hand and Notarial Seal.

Helen D. Pick
Helen D. Pick, Notary Public.

I hereby certify that on this 15th day of November, in the year 1955, I mailed, postage prepaid, to Noah A. Hillman, Esquire, Solicitor for the Miners National Bank of Wilkes-Barre, Pennsylvania, the Intervening Party Defendant in the above named case, a copy of the aforegoing Petition the same having been mailed to the said Solicitor at his office in the Maryland Hotel Building, Church Circle and Main Street, Annapolis, Maryland.

James G. Woodward
James G. Woodward, Receiver and
Attorney for Mortgagee.

41

LIBER 99 PAGE 124

THE NATIONAL CITY BANK OF NEW YORK, A NATIONAL BANKING ASSOCIATION, 17 EAST 42ND STREET, NEW YORK, NEW YORK,	:	IN THE CIRCUIT COURT
	:	FOR
PETITIONER AND MORTGAGEE,	:	ANNE ARUNDEL COUNTY
	:	
VS.	:	MARYLAND
	:	
WILLIAM FRIEDMAN SELBY BAY YACHT CLUB SELBY-ON-THE-BAY MAYO, MARYLAND,	:	IN EQUITY
	:	CASE NO. 11,365
MORTGAGOR.	:	

ORDER OF COURT

Upon the aforegoing Petition of the National City Bank of New York, Mortgagee, and the Affidavit to said Petition, it is hereby Ordered by the authority of the Circuit Court for Anne Arundel County, Sitting in Equity, this 17th day of November, 1955, that the Rule Further Proceedings is hereby laid against the Miners National Bank of Wilkes-Barre, Pennsylvania, the Intervening Party Defendant in this cause, and it is further Ordered that the said Intervening Party Defendant shall file its formal, duly authenticated lien claim in this case or file any other pleadings it intends to file in this cause, on or before the 19th day of December, 1955, or be forever barred from filing its lien claim.or any other pleadings on its behalf in this cause; provided, that a copy of this Order of Court be served on Noah A. Hillman, Esquire, Solicitor for the said Miners National Bank of Wilkes-Barre, Pennsylvania, intervening Defendant, on or before the 28th day of November, 1955.

Benjamin Michaelson
Judge

42 Filed 17 Nov., 1955.

THE NATIONAL CITY BANK OF NEW YORK, A NATIONAL BANKING ASSOCIATION, 17 EAST 42ND STREET, NEW YORK, NEW YORK,	:	IN THE CIRCUIT COURT
	:	FOR
PETITIONER AND MORTGAGEE,	:	ANNE ARUNDEL COUNTY
VS.	:	MARYLAND
WILLIAM FRIEDMAN SELBY BAY YACHT CLUB SELBY-ON-THE-BAY MAYO, MARYLAND,	:	IN EQUITY
	:	CASE NO. 11,365
MORTGAGOR.	:	

PETITION OF JAMES G. WOODWARD FOR THE ALLOWANCE OF A FEE TO HIM AS RECEIVER AND ASSIGNEE AND FOR ORDER OF COURT REFERRING THIS CAUSE TO THE COURT AUDITOR.

To The Honorable, The Judge of Said Court:

The Petition of James G. Woodward, Receiver and Assignee in this case, for an allowance of a fee, respectfully represents unto Your Honor:

1. That on the 15th day of November, 1955, the Mortgagee filed its Petition in this proceeding for the passage of a Rule Further Proceeding in this cause against the Intervening Defendant, The Miners National Bank of Wilkes-Barre, Pennsylvania, and on the 17th day of November, 1955, this Court did pass an Order that the said Intervening Defendant file its formal, duly authenticated lien claim in this cause or any other pleadings it intended to file therein on or before the 19th day of December, 1955, or be forever barred from filing its lien claim or other pleadings on its behalf herein; provided that a copy of the said Order be served on Noah A. Hillman, Esquire, Solicitor for the said Intervening Defendant, on or before the 28th day of November, 1955.

2. That the record in this case shows that a copy of the said Court Order was served on Noah A. Hillman, Esquire, Solicitor for the Intervening Defendant, Miners National Bank of Wilkes-Barre, Pennsylvania, on the 18th day of November, 1955, and that the time in which the Intervening Defendant was to so file its formal, duly

43

Filed DEC 22 1955

authenticated claim or other pleadings in this cause has expired and it appears from the record of the proceedings in this case that no formal or other duly authenticated lien claim has been filed herein nor does it appear that any other pleadings of any character have been filed herein on behalf of the Intervening Defendant, Miners National Bank of Wilkes-Barre, Pennsylvania, so that the said Intervening Defendant is now forever barred from filing such claims or other pleadings under the said Court Order of the 17th day of November, 1955.

3. That the Court, by its Order dated August 25th, 1955, did finally ratify the public sale made by the Receiver and Assignee of the yacht encumbered by the Chattel Mortgage which was foreclosed in this proceeding and Your Petitioner shows that by the terms of said Chattel Mortgage it was provided that if the same was forclosed that reasonable legal fees should be chargeable against and payable from the proceeds of the foreclosure sale and your Petitioner shows that the only compensation he has received to this time whatsoever in connection with this entire proceeding is a fee of $25.00 paid to him as a filing fee by the Mortgagee for filing this case, and the Petitioner further shows that ever since the filing of the same he has rendered extensive and burdensome services in prosecuting this case to a conclusion, that the results of the public sale are considered to be satisfactory and advantageous to all parties concerned, that the Petitioner, among other things, made numerous trips to the site at which the public sale was held, the Parish Creek Boat Yard, Shady Side, Maryland, to exhibit the yacht to be sold to prospective purchasers and to make arrangements for the said sale with the owner of the Parish Creek Boat Yard, one Kenneth Nieman, that the Petitioner, at his own expense and labor, mailed over 150 hand bills to various parties and organizations believed to be interested in purchasing the yacht which was so offered for foreclosure sale, and the Petitioner has rendered services not usually rendered in foreclosure proceedings by reason of the filing herein of the Petition of the Intervening Defendant, Miners National Bank of Wilkes-Barre, Pennsylvania, and he has had

considerable and involved negotiations with counsel for the Intervening Defendant, Noah A. Hillman, Esquire, and the Petitioner shows that services rendered by him have at least contributed to the failure of the Intervening Defendant to press its alleged prior lien claim against the proceeds of sale in this action and that such result is most substantially beneficial to the Mortgagee and the bankrupt estate of the Mortgagor and other parties in interest, and Your Petitioner shows that the services rendered by him have involved a considerable amount of labor extending over a long period of time.

4. Your Petitioner, James G. Woodward, therefore, represents that he considers the sum of Six Hundred and Seventy-five Dollars ($675.00) to be a just and reasonable fee to compensate him for the services he has rendered in this cause as Attorney, Receiver and Assignee, such fee, however, to be inclusive of all fees, commissions or other compensation to be allowed him in any capacity whatsoever, other than the filing fee of $25.00 originally paid to him by the Mortgagee, as above mentioned, and the Petitioner files herewith a Certificate signed by two well-known Members of the Bar of Anne Arundel County, certifying that in their opinion the payment of a fee of $675.00 to be just and adequate compensation to the Petitioner for the rendering of all services he performed in this cause as Attorney, Receiver and Assignee.

James G. Woodward

James G. Woodward, Receiver
and Assignee.

45

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 21st day of December, in the year 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared James G. Woodward, named as Petitioner in the aforegoing Petition, and he did make oath in due form of law that matters and facts set forth in said aforegoing Petition are true and correct, to the best of his knowledge, information and belief.

As witness my hand and Notarial Seal.

Helen D. Pick

Helen D. Pick, Notary Public.

LIBER 99 PAGE 129

THE NATIONAL CITY BANK OF NEW YORK, A NATIONAL BANKING ASSOCIATION, 17 EAST 42ND STREET, NEW YORK, NEW YORK,	:	IN THE CIRCUIT COURT
	:	FOR
PETITIONER AND MORTGAGEE,	:	ANNE ARUNDEL COUNTY
VS.	:	MARYLAND
WILLIAM FRIEDMAN SELBY BAY YACHT CLUB SELBY-ON-THE-BAY MAYO, MARYLAND,	:	IN EQUITY
MORTGAGOR.	:	CASE NO. 11,365

CERTIFICATE OF COUNSEL

We, the undersigned, being Members of the Bar of Anne Arundel County, Maryland, do hereby certify that we are familiar with the nature of the foreclosure proceeding in which this Certificate is to be filed and are acquainted with the services rendered by James G. Woodward in connection therewith as Attorney, Receiver and Assignee, and that in our opinion a fee of Six Hundred and Seventy-five Dollars ($675.00) would be a just, fair and proper fee to be paid to the said Attorney for all of the services he has rendered in this cause as Attorney, Receiver and Assignee.

D. Bowie Duckett

Wm. J. Graham

47

THE NATIONAL CITY BANK OF NEW YORK, A NATIONAL BANKING ASSOCIATION, 17 EAST 42ND STREET, NEW YORK, NEW YORK,	:	IN THE CIRCUIT COURT
	:	FOR
PETITIONER AND MORTGAGEE,	:	ANNE ARUNDEL COUNTY
VS.	:	MARYLAND
WILLIAM FRIEDMAN SELBY BAY YACHT CLUB SELBY-ON-THE-BAY MAYO, MARYLAND,	:	IN EQUITY
MORTGAGOR.	:	CASE NO. 11,365

ORDER OF COURT

Upon the aforegoing Petition of James G. Woodward, Receiver and Assignee, the Affidavit to the said Petition and the Certificate of Counsel filed in support of the same, it is hereby ORDERED this 22nd day of December, in the year 1955, by the Authority of the Circuit Court for Anne Arundel County, Maryland, sitting in Equity, that this cause be referred to the Auditor of this Court for the statement of the Auditor's Account, and it is further ORDERED and DIRECTED, by the authority aforesaid, that in the statement of her account the Auditor shall allow for the payment from the proceeds of the sale in this case of a fee to James G. Woodward, the Petitioner, in the amount of Six Hundred ——— Dollars, such fee to be in full payment and compensation, however, of all services rendered by the said Petitioner in this cause as Attorney, Receiver and Assignee, and to be inclusive of any other fee, commission or compensation to the Petitioner other than the fee of $25.00 originally paid to him by the Mortgagee as a filing fee, as mentioned in the aforegoing Petition.

Benjamin Michaelson
Judge

48

Filed DEC 22 1955

LIBER 29 PAGE 131

THE NATIONAL CITY BANK OF NEW YORK	*	IN THE CIRCUIT COURT FOR
VS.	*	ANNE ARUNDEL COUNTY
WILLIAM FRIEDMAN	*	NO. 11,365 EQUITY

* * * * *

PETITION TO EXTEND TIME FOR FILING CLAIM

* * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Miners National Bank of Wilkes Barre, Pennsylvania, by Noah A. Hillman its Solicitor, respectfully shows:

1. That it has heretofore filed a Petition ascerting a claim against the vessel which is the object of this proceeding.

2. That its Solicitor was served with a Petition for further proceedings, to wit, an Order directing the filing of a " formal " lien claim.

3. That the mortgagor in this proceeding, William Friedman, was adjudicated a bankrupt in the State of New York and while the records and evidence of indebtedness to this petitioner were sent to its Solicitor the same were, in turn, thereafter sent to New York but the same has not yet been returned.

4. That your petitioner is desirous of filing its claim for a maritime lien, with the evidence thereof mentioned, but in the meanwhile prays it be given further time to do so; and further, that the illness of its Solicitor, extending back beyond the date of December 19, 1955, mentioned in the Order of Court, has hindered and delayed your petitioner in acquiring its said exhibits.

And, as in duty bound, etc.

Noah A. Hillman
Solicitor for Petitioner
Per N.F.C.

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

49

Filed JAN [illegible]

LIBER 23 FOLIO 132

ORDER OF COURT

The foregoing Petition having been by the Court read and considered, it is thereupon this 9th day of January, 1956 by the Circuit Court for Anne Arundel County, in Equity,

ORDERED, that the Miners National Bank of Wilkes Barre, Pennsylvania shall ~~have the right~~ be permitted to file its formal, duly authenticated lien claim in this case or file any other pleadings it intends to file in this cause within ~~ten~~ 20 days from date of this Order, provided no cause to the contrary is shown by the plaintiff within 10 days after a copy of this order is served on the solicitor for the plaintiff

Benjamin Michaelson
Judge

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

SD

Filed JAN 9 1956

LIBER 39 PAGE 133

THE NATIONAL CITY BANK OF NEW YORK	*	IN THE CIRCUIT COURT FOR
VS.	*	ANNE ARUNDEL COUNTY
WILLIAM FRIEDMAN, ET AL	*	NO. 11,365 EQUITY

* * * * *

PETITION FOR ALLOWANCE OF MARITIME LIEN OF MINERS NATIONAL BANK OF WILKES BARRE, PENNSYLVANIA

* * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Miners National Bank of Wilkes Barre, Pennsylvania, intervening party Defendant, by Noah A. Hillman its Solicitor, respectfully shows:

1. That on its Petition, heretofore filed, ascerting that it is the holder of a maritime lien against the vessel " Faultless II ", it was made a party to this cause.

2. That thereafter this Court by its Order of July 13, 1955, by which your petitioner was permitted to become a party, also permitted your petitioner to file a formal, duly authenticated claim.

3. That your petitioner, as previously alleged in its original Petition, made a loan of $ 1150.00 to Mary Giarratano of Pittston, Pennsylvania on June 3, 1954; that the proceeds of said loan, your petitioner believes and therefor avers, was used by the said Mary Giarratano, record owner of the vessel " Faultless II " to pay Higgs Marine Service Incorporated for repairs, etc. furnished to the said vessel. The articles furnished to the vessel, repairs and parts were furnished commencing July 31, 1953 through September 8, 1953, as shown on an itemized account which is filed herewith as your petitioner's Exhibit A and is prayed to be taken as a part hereof.

4. That your petitioner received from said Mary Giarratano a promissory note for said loan, dated June 3, 1954, payable three months after date with one Albert H. Aston as comaker and, for further security (as recited in

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

51

Filed JAN 13 1956

in said note) it obtained an assignment of the maritime lien for supplies, labor and parts furnished to the vessel, as heretofore alleged. The original note is filed herewith as your petitioner's Exhibit B and is prayed to be taken as a part hereof. Your petitioner likewise files the assignment of maritime lien from Higgs Marine Service Incorporated to it, as petitioner's Exhibit C.

5. That at the time of making the loan of $ 1150.00 as aforesaid, to the said Mary Giarratano, she was the record owner of said vessel, although your petitioner does not base its claim in this cause upon the fact of her mere record ownership. Certificate of Award for this vessel, No. 11Y827 was issued at the port of Philadelphia, Pennsylvania March 29, 1954 to the said Mary Giarratano. The Certificate is filed herewith as petitioner's Exhibit D.

6. That when the aforesaid note of June 3, 1954 became due it was curtailed $ 50.00 and a renewal note due September 15, 1954 in the amount of $ 1100.00 was then made. This is shown on a copy of your petitioner's ledger account which is filed herewith as its exhibit E and prayed to be taken as a part hereof. Thereafter, when this renewal note became due it was not paid and successive renewal notes were accepted by your petitioner. As shown on the account, filed herewith, the last one was June 16, 1955 and a copy of said renewal note is filed herewith as your petitioner's Exhibit F and is prayed to be taken as a part hereof.

7. That your petitioner files herewith the Affidavit of Edwin C. Norcross, its Vice President, authorized to make the Affidavit, in which the basic allegations heretofore made are sworn to by him.

8. That it appears from the proceedings herein that the claim of the Chattel Mortgagee, National City Bank of New York, is $ 3985.56 the balance on its Chattel Mortgage of $ 5357.76 and since the sale of the vessel produced only $ 4550.00 there is not sufficient funds to pay the claims of both the Chattel Mortgagee and your petitioner in full. Your orator believes and therefor alleges that being the holder of a maritime lien for supplies, repairs and

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

parts furnished to the said vessel it has a prior lien over the Chattel Mortgagee.

WHEREFORE, your petitioner prays that its said claim of $ 1100.00 with interest from June 16, 1955 may be allowed, in full, out of the proceeds of sale of the vessel " Faultless II ".

AND, as in duty bound, etc.

Noah A. Hillman
Solicitor for Miners National Bank
of Wilkes Barre, Pennsylvania,

Petitioner

I hereby certify, that on this 13th day of January, 1956, I mailed a copy of the foregoing Petition to James G. Woodward, Esq., at his law office, 42 State Circle, Annapolis, Maryland, Solicitor for National City Bank of New York.

Noah A. Hillman
Solicitor for Petitioner

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

AFFIDAVIT

STATE OF PENNSYLVANIA:
SS
COUNTY OF LUZERNE :

EDWIN C. NORCROSS, being duly sworn according to law, deposes and says that he is a Vice-President of the Miners National Bank of Wilkes-Barre, Pennsylvania; that he is authorized to make this affidavit on behalf of said bank; and that there is presently due and owing to the said Miners National Bank of Wilkes-Barre by Mary Giarratano and Albert H. Aston the sum of One Thousand One Hundred (1,100) Dollars, which debt is evidenced by collateral note dated June 16, 1955 in the principal amount aforesaid, copy of which is attached hereto; and that said sum of One Thousand One Hundred (1,100) Dollars represents the balance due on loan made by said bank on June 3, 1954 in the sum of One Thousand One Hundred Fifty (1,150) Dollars; and that said bank now holds and has held since June 3, 1954 as collateral for said note assignment of maritime lien upon the M/Y Faultless II from Higgs Marine Service, Inc., copy of is attached hereto and made part hereof.

Edwin C. Norcross

Sworn and subscribed to
before me this 14th day
of July, 1955.

Patricia Kanavage
NOTARY PUBLIC
My Commission Expires June 22, 1959
Wilkes-Barre, Luzerne County, Pa.

M/V "FAULTLESS II"

-to-

HIGGS MARINE SERVICE, INC., Dr.

Services & Supplies rendered by Higgs Marine Service, Inc. per bills rendered to vessel.

Date	Order No.	Services & Materials		Amount
7/31/53	3629	Lube oil		$ 1.24
8/1/53	2165	Rebuild reverse gear		523.86
8/8/53	2172	Oil pumps		114.19
8/13/53	3733	Ice		1.03
8/15/53	3768	Gas	$46.24	
		Oil	1.20	
		Tax	1.43	48.87
8/15/53	2187	Submerged object		97.11
8/26/53		2 Propellers		120.20
9/8/53	2213	Haul, change propellers - manifold		45.21
	3949	Ice		1.03
	--	Gas		48.29
				$1000.93

Services & Supplies rendered by Ludlow Marine Corp. and account assigned to Higgs Marine Service, Inc.

June 1953-Jan. 1954	Repairs & Supplies	$1075.95	
Credits, cash & gas bottle		757.50	318.45
			$1319.38
Credit reduction for settlement and payment			219.38
	Balance due		$1100.00

PETITIONER'S EXHIBIT A

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Filed JAN 13 1955

LIBER 99 PAGE 138

$ 1.150 Wilkes-Barre, Pa., June 3 19 54

Three Months after date, for Value Received, We promise to pay to the order of

MINERS NATIONAL BANK OF WILKES-BARRE

William Trumbull & Lilly DOLLARS,

having deposited as collateral security for payment of this or any other liability or liabilities to said holder hereof, due or to become due, or that may be hereafter contracted, the following property, viz.:

Assignment of Mortgage Title NS MB 1 Institution II

No Stamps

Wilkes-Barre Savings Inst. Inc. In

Luzerne Mutual Corporation II

with the right on the part of the holder hereof, to repledge the securities above mentioned, or to substitute or exchange for the same other certificates of like tenor and amount, and also from time to time to demand additional collateral security, and upon failure to comply with any such demand, this obligation shall forthwith become due, with full power and authority, to the holder hereof, or assigns, in case of such default, or of the non-payment of any of the liabilities above mentioned at maturity, to sell, assign and deliver the whole, or any part of such securities, or any substitutes therefor or additions thereto, at any broker's board, or at public or private sale, at their option, at any time or times thereafter, without advertisement or notice to the undersigned, and with the right on the part of the holder hereof, to become purchaser thereof at such sale or sales, freed and discharged of any equity of redemption. And after deducting all legal or other costs and expenses for collection, sale and delivery, to apply the residue of the proceeds of such sale or sales so made, to pay any, either or all of said liabilities, as said holder hereof shall deem proper, returning the overplus to the undersigned, and the undersigned will still remain liable for any amount so unpaid. It being further understood and agreed that the MINERS NATIONAL BANK OF WILKES-BARRE, shall have a like lien upon any and all funds, stocks, bonds, notes and other property at any time in the hands of the said Bank belonging to the maker, or endorser or endorsers, guarantor or guarantors hereof, as security for this note and for any and all liability or liabilities, matured or unmatured, of such maker, endorser or endorsers, guarantor or guarantors to said Bank, which lien shall be enforceable in like manner and shall be subject to all the provisions herein above and before mentioned and set out.

PAYABLE AT

No. 18366 MINERS NATIONAL BANK OF WILKES-BARRE

Due Sept 3-1954 6 90-100

THIS NOTE PAID BY RENEWAL

Albert R. Salus

Mike Giarratano

583 So. Main St., Pittston, Pa.

B 123 5M 8-53

PETITIONER'S EXHIBIT B

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

56

Filed JAN 13 1956

233—Assignment of Account.—Individual or Corporation.

JOS. BLUMBERG, INC., LAW BLANK PUBLISHERS
1 BROADWAY AND 1 RESTOR ST.—NEW YORK

Know all Men by these Presents,

THAT HIGGS MARINE SERVICE, INC., a corporation

of the State of New York

in consideration of ONE THOUSAND ONE HUNDRED ($1100.00) - - - - - - - - -

- **Dollars,** **lawful money of the United States, to** it **paid before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, ha** s **sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over unto**

Miners National Bank of Wilkes-Barre, Pa.,

~~executors, administrators~~ **and assigns, to** its **own proper use and benefit, any and all sums of money now due or to grow due upon the annexed account** s **, or upon the** its Maritime Lien upon the **therein mentioned,** which Maritime Lien is duly assigned. M/Y "FAITLESS II",

And it **do** es **hereby give the said**

Miners National Bank of Wilkes-Barre, Pa., its successors

~~executors, administrators~~ **and assigns, the full power and authority, for** assignees **own use and benefit, but at** assignees **own cost, to ask, demand, collect, receive, compound and give acquittance for the same or any part thereof, and in** assignees **name or otherwise to prosecute and withdraw any suits or proceedings at law or in equity therefor.**

In Witness Whereof, it **ha**s **hereunto set** its **hand and seal the** 4th **day of** September **one thousand nine hundred and** fifty-four.

HIGGS MARINE SERVICE, INC.
By: William Higgs
President

Signed, sealed and delivered in the presence of

LIBER 99 PAGE 140

State of
County of } ss.:

On the day of , nineteen hundred and
before me came

to me known and known to me to be the individual described in, and who executed, the foregoing instrument, and acknowledged to me that he executed the same.

State of New York
County of Bronx } ss.:

On the 9th day of ~~June~~ Sept, nineteen hundred and fifty-four
before me came William T. Higgs to me known, who,
being by me duly sworn, did depose and say that he resides in

that he is the President of Higgs Marine Service, Inc.

the corporation described in, and which executed, the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he signed his name thereto by like order.

George W. Scheidemann
GEORGE W. SCHEIDEMANN
Notary Public, State of New York
Qualified in Bronx County
No. 03 3455900
Commission Expires March 30, 1955

HIGGS MARINE SERVICE, INC.

TO

MINERS NATIONAL BANK
of Wilkes-Barre, Pa.

Assignment of Account

Dated, ..., 19.....

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

PETITIONER'S EXHIBIT C

LIBER 99 PAGE 141

CERTIFICATE OF AWARD OF NUMBER TO AN UNDOCUMENTED VESSEL

Numbers Awarded: 11 V827		Name of Vessel: FAULTLESS II	
Owner: MARY E. GIARRATANO, 283 S. Main St., Pittston, Pa.	Address: same		Citizenship: USA
Type (Open launch, full deck, raised deck, etc.): Pa. Deck	Service (Pleasure, commercial, fishing, passenger, for hire, towing, etc.): Pleasure		Year Completed: 1949
Length (Over all): 35'	Rig (Ga.s, Oil.s, Outboard, etc.): Ga.s.	Beam: 11'9"	Draft: 3'10"
Construction (Wood, iron, steel, etc.): Steel			
Builder: Churchward & Co.		Place Built: West Haven, Conn.	
Engine Maker's Name: Packard		Serial No. (If available): MA 20832 R RH; MA 20956	Horsepower: R LH 150 each

THIS IS TO CERTIFY that, in accordance with the provisions of the act of June 7, 1918, as amended, the U. S. Coast Guard has awarded the above number to the vessel described herein.

The number awarded shall be painted or attached to each bow of the vessel and displayed in accordance with the law and regulations. The number must not thereafter be permanently removed unless this certificate is surrendered to the issuing office for cancellation.

This certificate constitutes a document in lieu of enrollment or license and it **MUST BE KEPT ON BOARD AT ALL TIMES** (unless in the custody of the Coast Guard), except in the case of vessels not exceeding 17 feet in length, or vessels whose design or fittings are such that carrying such certificate on board would render it imperfect, illegible, or would otherwise tend to destroy its usefulness as a means of ready identification. **FAILURE TO HAVE THIS CERTIFICATE ON BOARD VESSELS ON WHICH IT IS REQUIRED TO BE CARRIED, OR THE FAILURE TO REPORT THE CHANGE IN OWNERSHIP, DESTRUCTION, OR ABANDONMENT OF THIS VESSEL, SUBJECTS THE OWNER TO A PENALTY OF $10.** In addition, a failure to produce it upon demand of a proper officer will also subject the master or operator to other penalty. (See other side of this certificate for additional requirements.)

Port where Issued: Philadelphia, Pa	Date: MAR 2 9 1951	ISSUED BY THE COMMANDER, 3 COAST GUARD DISTRICT
Treasury Department, U. S. Coast Guard CG-1513 (Rev. 10-51)		Signed (By direction)

PETITIONER'S EXHIBIT D

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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Filed

LIBER 39 PAGE 142

A

LIABILITY LEDGER

DATE

SHEET NO. 1

DISCOUNTER LIABILITY

CREDIT LIMIT OWN
ENDORSED
TRADE
COLLATERAL

NAME Albert H. Aston &
Mary E. Ciarrantano

ADDRESS 283 So. Main St.
Pittston, Pa.

BUSINESS

NOTE NUMBER NEW	NOTE NUMBER OLD	DATE OF NOTE	ENDORSER COLLATERAL MAKER	RATE	DATE DUE	AMOUNT OF NOTE DEBIT	CLASS	AMOUNT OF NOTE CREDIT	DATE OF ENTRY	BALANCE AS DISCOUNTER ENDORSER	BALANCE AS DISCOUNTER MAKER
18366		6/3/54	COLL	6	9/3/54	1,150.00	6		JUN 3 54		1,150.00
19174	18366	9/15/54	COLL		12/15/54	1,100.00	6	1,150.00	SEP 15 54		1,100.00
19866	19174	12/15/54	COLL		3/15/55	1,100.00	6	1,100.00	DEC 15 54		1,100.00
[illegible]	19866	3/16/55	COLL		6/16/55	1,100.00	6	1,100.00	MAR 16 55		1,100.00
[illegible]	20462	6/16/55	COLL		9/16/55	1,100.00	6	1,100.00	JUN 16 55		1,100.00

MINERS NATIONAL BANK OF WILKES-BARRE
WILKES-BARRE, PA.

PETITIONER'S EXHIBIT E

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Filed JAN 13 1956

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Ren.

$ 1100.00 Wilkes-Barre, Pa., JUN 16 1955 19

Three Months after date, for Value Received, promise to pay to the order of

MINERS NATIONAL BANK OF WILKES-BARRE

One Thousand One Hundred and no/00 DOLLARS,

having deposited as collateral security for payment of this or any other liability or liabilities to said holder hereof, due or to become due, or that may be hereafter contracted, the following property, viz.:

Assgt of Maritime Lien

Higgs Marine Service Inc vs M/B "Faultless II"

with the right on the part of the holder hereof, to repledge the securities above mentioned, or to substitute or exchange for the same other certificates of like tenor and amount, and also from time to time to demand additional collateral security, and upon failure to comply with any such demand, this obligation shall forthwith become due, with full power and authority, to the holder hereof, or assigns, in case of such default, or of the non-payment of any of the liabilities above mentioned at maturity, to sell, assign and deliver the whole, or any part of such securities, or any substitutes therefor or additions thereto, at any broker's board, or at public or private sale, at their option, at any time or times thereafter, without advertisement or notice to the undersigned, and with the right on the part of the holder hereof, to become purchaser thereof at such sale or sales, freed and discharged of any equity of redemption. And after deducting all legal or other costs and expenses for collection, sale and delivery, to apply the residue of the proceeds of such sale or sales so made, to pay any, either or all of said liabilities, as said holder hereof shall deem proper, returning the overplus to the undersigned, and the undersigned will still remain liable for any amount so unpaid. It being further understood and agreed that the MINERS NATIONAL BANK OF WILKES-BARRE, shall have a like lien upon any and all funds, stocks, bonds, notes and other property at any time in the hands of the said Bank belonging to the maker, or endorser or endorsers, guarantor or guarantors hereof, as security for this note and for any and all liability or liabilities, matured or unmatured, of such maker, endorser or endorsers, guarantor or guarantors to said Bank, which lien shall be enforceable in like manner and shall be subject to all the provisions herein above and before mentioned and set out.

No. [illegible]

PAYABLE AT
MINERS NATIONAL BANK OF WILKES-BARRE

Due September 16, 1955 6 [illegible]

Albert H. [illegible]

Mary C. Guarratano

B 123 5M 8-50

Miners M/B Bldg.

PETITIONER'S EXHIBIT F

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

JAN 13 1956

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LIBER 99 PAGE 144

THE NATIONAL CITY BANK OF NEW YORK, A NATIONAL BANKING ASSOCIATION, 17 EAST 42ND STREET, NEW YORK, NEW YORK,	:	IN THE CIRCUIT COURT
	:	FOR
PETITIONER AND MORTGAGEE,	:	ANNE ARUNDEL COUNTY
VS.	:	MARYLAND
WILLIAM FRIEDMAN SELBY BAY YACHT CLUB SELBY-ON-THE-BAY MAYO, MARYLAND,	:	IN EQUITY
	:	CASE NO. 11,365
MORTGAGOR.	:	

ANSWER OF PETITION OF MINERS NATIONAL BANK OF WILKES BARRE, PENNSYLVANIA, INTERVENING DEFENDANT, TO EXTEND TIME FOR FILING CLAIM.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of James G. Woodward, Receiver and Attorney to the Plaintiff in the above case, to the Petition of the Intervening Defendant, Miners National Bank of Wilkes Barre, Pennsylvania, and the Order of Court passed thereon and dated the 9th day of January, 1956, authorizing the said Intervening Defendant to file its formal duly authenticated lien claim, or other pleadings in this case, unless cause to the contrary was shown within 20 days of the said Order by the Plaintiff, respectfully represents unto Your Honors:

1. That the Petition for an extension of further time should not be allowed for the said Intervening Defendant had enjoyed more than a reasonable length of time, amounting to approximately four months, in which to file its claim or other pleadings in this cause before the Plaintiff filed its Motion with this Court for an Order Further Proceedings and that following the passage of such Order by this Court the Intervening Defendant was duly warned and should have been on notice that the

62

Filed JAN 17 1956

postponement of the filing of its formal claim in this proceeding beyond the time prescribed by the Court's Order Further Proceeding regardless of the cause of such postponement and delay, would, therefore, be entirely at the risk and peril of the said Intervening Defendant.

2. That the Petition to extend the time so prescribed in this Court Order Further Proceedings does not set forth any reason or adequate grounds for so extending the time for the filing of the alleged claim of the Intervening Defendant, nor does it assert or exhibit that there was any undue difficulty, complication or hardship imposed upon the Intervening Defendant to file its claim within four months prior to the passage of the Court's Order Further Proceeding, or within the time so allowed by said Order, but such Petition does contain averments to suggest that there has been a reckless and negligent disregard of the Petitioner's rights and that there has been a flagrant indifference and callous disregard of this Court's authority and a disrespect for its writs and processes in that in the third paragraph of the said Petition it is simply alleged that records and evidence of indebtedness were furnished to the local counsel but that the same were, in turn, thereafter sent back to New York and that the same had not been returned from New York, so that it appears that the Counsel in New York had been dilatory in returning the said records of the alleged claim of the Intervening Defendant and no reason is shown as to why they have not returned the same previously or that there would have been any difficulty in doing so. The Plaintiff further shows that there is no reason why the bankruptcy of the Defendant and Mortgagor, in this proceeding, William Friedman, should impede or hinder New York Counsel or anyone else representing the Intervening Defendant from proceeding to file its alleged lien claim promptly in this proceedings and against the proceeds of the sale of the vessel

which was sold in this proceeding, and the Plaintiff further alleges that this unreasonable delay is due to the callous indifference and inattention and neglect of New York Counsel who should not be further indulged in the matter.

3. That the unreasonable delay and failure to file the alleged lien claim of the Intervening Defendant in this cause is in no way connected with the recent severe and distressing illness of the local Counsel for the Intervening Defendant, Noah A. Hillman, Esquire, but that such unreasonable delay developed long before he became ill and the said local Counsel informed the Attorney for the Plaintiff and the Receiver approximately one month before the filing of the Petition for Further Proceedings that he had already been called upon to refer the record and evidence of indebtedness to New York Counsel, that he had so referred the same to the New York Counsel and that because of this the matter was beyond his control and that he could do nothing further in respect to filing the alleged claim of the Intervening Defendant until he could secure some response from New York Counsel, who had made things so difficult and whose procrastination had become so bad that he would even endeavor to make a trip to New York himself to pursue an investigation of the entire matter. That the Petition filed herein for such extension of time by the Intervening Defendant indicates in the third paragraph of the same that before the illness of the said Noah A. Hillman, Attorney for the Intervening Defendant, that records and evidence of the alleged indebtedness had been referred by him to New York Counsel prior to his illness but that the same had not even been returned to the said Local Counsel by the New York Attorneys up to the time of the filing of the said Petition on or about the 9th day of January, 1956, and that such procrastination by New York Counsel is unjustified and inexcusable.

4. That since the service on Counsel for the Plaintiff of the copy of the aforesaid Petition and the Court's Show Cause

Order passed thereon and dated as of the 9th day of January, 1956, the undersigned Counsel for the Plaintiff has also received by mail a copy of the Petition for the Allowance of the Maritime Lien of the Miners National Bank of Wilkes Barre, Pennsylvania, which Petition the said Intervening Defendant seems to have filed herein prematurely, but that said Petition or formal claim contains only very limited data to exhibit the alleged claim of the Intervening Defendant, that it is quite obvious that such data could have been submitted by the Intervening Defendant to local Counsel a long time ago and without such unreasonable delay and that the same could have been submitted within the space of a few weeks, the Intervening Defendant being a banking and financial institution which had full and complete records at its disposal of all of the evidence and records of the alleged claim, and the amounts of the same, and that the furnishing of such data and information to the local Counsel for the Intervening Defendant could have been achieved by the Intervening Defendant with little effort and with little inconvenience, the furnishing of such information necessary to filing the claim being a very routine, simple business process for the said Intervening Defendant to be called on to perform, and was in no sense burdensome or productive of great delay and difficulty.

Wherefore, the Plaintiff prays that the Petition of the said Intervening Defendant for an extension of time and filed in this Court on or about the 9th day of January, 1956, be dismissed with costs to the Plaintiff.

And, as in duty bound, etc.

James G. Woodward

James G. Woodward, Attorney to
the Plaintiff and Receiver.
42 State Circle
Annapolis, Maryland

65

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 17th day of January, in the year 1956, personally appeared, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel aforesaid, James G. Woodward, named as Receiver and Attorney for the Plaintiff in the aforegoing Answer, and he did make oath in due form of law that the matters and facts set forth in the aforegoing Answer are true and correct to the best of his knowledge, information and belief.

Helen D. Pick
Helen D. Pick, Notary Public

I hereby certify that on this 17th day of January, 1956, I mailed, postage prepaid, a copy of the aforegoing Answer to Noah A. Hillman, Esquire, Counsel for Miners National Bank of Wilkes Barre, Pennsylvania, Intervening Defendant, to his office in the Maryland Hotel Building, Main Street, Annapolis, Maryland.

James G. Woodward
James G. Woodward, Receiver
and Attorney for the Plaintiff.
42 State Circle
Annapolis, Maryland

66

LIBER 99 PAGE 149

THE NATIONAL CITY BANK OF NEW YORK, A NATIONAL BANKING ASSOCIATION,	:	IN THE CIRCUIT COURT
	:	FOR
PETITIONER AND MORTGAGEE,	:	ANNE ARUNDEL COUNTY
Vs.	:	MARYLAND
WILLIAM FRIEDMAN,	:	IN EQUITY
MORTGAGOR.	:	CASE NO. 11,365

STIPULATION BY PLAINTIFF-MORTGAGEE TO WITHDRAW ANSWER ON SPECIFIED CONDITIONS.

The Plaintiff-Mortgagee, by James G. Woodward, its Counsel, hereby stipulates, with the permission of the Court, to withdraw the Answer it filed on January 17th, 1956, to the Petition filed by the Intervening Defendant on January 9th, 1956, applying for the Court's Order to extend the time in which the Intervening Defendant was permitted to file its formal, duly authenticated alleged maritime lien claim, this withdrawal, nevertheless, of the said Answer to be on the conditions following:

1. That the withdrawal of the Answer filed of January 17th, 1956, shall in no way be construed as implying that the Plaintiff-Mortgagee admits the validity or correctness of the alleged maritime lien claim but does fully deny and dispute, and reserves the right to fully deny and dispute, in this or any other jurisdiction, the said alleged maritime lien claim or its applicability to the proceeds of sale involved in this proceeding.

2. That the Plaintiff-Mortgagee, in withdrawing its said Answer filed herein on January 17th, 1956, reserves to itself the right to prosecute in this or any other jurisdiction the defense

Fld. 5 Apr. 56

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of nul tiel record to the alleged maritime lien claim of the Intervening Defendant.

3. That the withdrawal of the said Answer filed by the said Plaintiff-Mortgagee on the 17th day of January, 1956, shall in no other manner prejudice any of the rights of the said Plaintiff-Mortgagee in connection with the alleged maritime lien claim of the Intervening Defendant.

Respectfully submitted,

James G. Woodward

James G. Woodward, Attorney
for Plaintiff-Mortgagee.
42 State Circle
Annapolis, Maryland

Approved:

Solicitor for Intervening Defendant

68

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

THE NATIONAL CITY BANK OF NEW YORK, A NATIONAL BANKING ASSOCIATION,	:	
Petitioner and Mortgagee,	:	
VS.	:	NO. 11,365 EQUITY
WILLIAM FRIEDMAN, SELBY BAY YACHT CLUB,	:	
Mortgagor.	:	

:::::::

O P I N I O N

The question before this Court is the priority of a maritime lien over a chattel mortgage. Pursuant to an order dated May 5th, 1955, of the Bankruptcy Court, (District Court of the United States, Southern District of New York), in the matter of William Friedman, Bankrupt, the National City Bank of New York was authorized to institute legal proceedings to foreclose its chattel mortgage on a motor cruiser known as the "Faultness II", in any jurisdiction where the cruiser could be located. The cruiser was located in Anne Arundel County, in a damaged condition as a result of a hurricane. The Mortgagee, thereupon, petitioned the Circuit Court for Anne Arundel County for the appointment of a receiver for the purpose of making the foreclosure sale as authorized by the Bankruptcy Court. James G. Woodward, Esquire, a member of the Anne Arundel County bar, who had been named assignee for the purpose of the foreclosure, was, by order of this Court, appointed receiver, and thereafter proceeded to foreclose the mortgage.

Miners National Bank of Wilkes-Barre has filed its peti-

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69

tion in these proceedings in which it alleges that it is the holder of a maritime lien for repairs on the vessel in question, and asks that it be permitted to file a formal claim therefor. Pursuant to leave granted by this Court, such a claim has been filed in which it is alleged that the maritime lien for supplies, repairs and parts is prior to the lien of the mortgage, and, therefore, should be allowed out of the proceeds of the mortgage sale in preference to the mortgage claim. The Plaintiff-Mortgagee denies the jurisdiction of this Court to determine the question of the priority of the liens on the ground that the Bankruptcy Court has exclusive jurisdiction, since it has, at least constructive custody of the subject matter. This contention has merit.

"When it comes to a matter of determining title to or rights in specific property, or the enforcement of rights against specific property, bankruptcy courts have frequently sanctioned litigation in the state courts, either by granting leave to sue, or by failing or declining to interfere with suits brought or pending in such courts. Since the bankruptcy court unquestionably has jurisdiction to determine all such matters with respect to property in its custody or possession, actual or constructive, and its jurisdiction, where it has custody, is exclusive, the rule in the Bray case would seem to require that it exercise such jurisdiction, and prevent any other tribunal from attempting to exercise it or to interfere with its exercise, if requested so to do by a party in interest." (Remington on Bankruptcy, Fifth Edition, Section 2052). In Section 2357 of the same work, it is said: "As with respect to adjudication of title to property in custody of the bankruptcy court, so, also, that court has exclusive jurisdiction to pass upon the validity and extent of lien rights asserted against such property." See also In re H. M. Kouri Corporation, 66 Federal (2) 241.

The petition of Miners National Bank of Wilkes-Barre of

the allowance of its alleged maritime lien claim out of the proceeds of the mortgage sale of the vessel must be denied, without prejudice, however, to its right to prosecute its claim in the proper forum.

James Macgill
Judge.

71

LIBER 99 PAGE 154

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

THE NATIONAL CITY BANK OF NEW YORK, A NATIONAL BANKING ASSOCIATION, :

Petitioner and Mortgagee, :

VS. : NO. 11,365 EQUITY

WILLIAM FRIEDMAN, SELBY BAY YACHT CLUB, :

Mortgagor. :

:::::::

ORDER DISMISSING PETITION

This matter coming on for hearing, and being submitted, counsel were heard, and the proceedings read and considered.

It is, thereupon, this 11th day of October, 1956, by the Circuit Court for Anne Arundel County, sitting in Equity, ORDERED that the petition for an allowance of its maritime lien by Miners National Bank of Wilkes-Barre, Pennsylvania, be, and the same is hereby, dismissed, without prejudice to the right of said Petitioner to prosecute its claim in the Bankruptcy Court referred to in these proceedings.

Judge.

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72

LIBER 99 PAGE 155

THE NATIONAL CITY BANK OF NEW YORK, A NATIONAL BANKING ASSOCIATION,	:	IN THE CIRCUIT COURT
PETITIONER AND MORTGAGEE,	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
WILLIAM FRIEDMAN,	:	MARYLAND
MORTGAGOR.	:	IN EQUITY
	:	CASE NO. 11,365

MORTGAGEE'S MEMORANDUM OF LEGAL AUTHORITIES

1. United States Code Annotated

Title 11, Bankruptcy, Section 11

Page 74, Note 34

After the commencement of bankruptcy proceedings all property in the possession of the bankrupt is regarded as in the custody of the bankruptcy court and this draws to such court the right to determine all claims of liens on such property or adverse claims of title. First Trust Co. Vs. Baylor, 1 Fed (2nd) 24: Rogers Vs. Levert, 237 F. 737.

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2. United States Code Annotated

Title 11, Bankruptcy

Page 74, Note 34

It is consequently held that a lienor, whether by mortgage or otherwise, cannot, without the consent of the bankruptcy court and after the commencement of the bankruptcy proceedings, bring a suit in a state or other court, to foreclose his lien, though such lien was not affected by the bankruptcy proceedings, as the jurisdiction of the bankruptcy having first attached it it exclusive of that of a state or other court.

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3. United States Code Annotated

Title 11, Bankruptcy

Page 69, Note 32

After the jurisdiction of the bankruptcy court has attached over property claimed by the bankrupt, and in his possession, actual or constructive, the jurisdiction of the court to determine adverse claims to such property is exclusive, and no action to recover the possession of such property is maintainable in a state or other court, by a stranger claiming adversely to the bankrupt. Petition of Friedlaender (Mass. 1916) 233 F. 250; 147 C. C. A. 256

****

4. United States Code Annotated

Title 11, Bankruptcy

Page 5, Note 4

Congress is not prevented by any thing in the Constitution from destroying any lien upon the property of the bankrupt, if it shall be deemed necessary for the effective working of the law and for preserving the equal rights of creditors, whether such lien was created by contract, statute, or judgment. In Re Jordan (D.C.N.C. 1873) Fed. Cas. No. 7, 514

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5. United States Code Annotated

Title 11, Bankruptcy

Page 72, Note 34

A State Court has no power by any form of order or injunction to limit operation of a federal bankruptcy act, or impair jurisdiction of a court of bankruptcy, and cannot enjoin corporation from filing petition for voluntary bankruptcy.
In Re Hargadine-McKittrich Dry Goods Co. (D.C. Mo. 1917.)

****

6. United States Code Annotated

Title 11, Bankruptcy, Section 29

Page 386, Note 5

Where proceedings in bankruptcy case are pending against the owner of a vessel the court of bankruptcy has jurisdiction to enjoin or stay the prosecution of a libel against such vessel filed on the admiralty side of the same court. In Re People's Mail S. S. Co. (D. C. N. Y. 1869) Fed. Case No. 10, 970.

****

7. United States Code Annotated

Title 11, Bankruptcy

Arrangements, Chapter 11

Section 711 (Page 549)

"Where not inconsistent with the provisions of this chapter, the court in which the petition is filed, shall, for the purpose of this chapter, have exclusive jurisdiction of the debtor and his property, wherever located."

LIBER 99 PAGE 158

THE NATIONAL CITY BANK OF NEW YORK, A NATIONAL BANKING ASSOCIATION, 17 EAST 42ND STREET, NEW YORK, NEW YORK,	:	IN THE CIRCUIT COURT
	:	FOR
PETITIONER AND MORTGAGEE,	:	ANNE ARUNDEL COUNTY
VS.	:	MARYLAND
WILLIAM FRIEDMAN, SELBY BAY YACHT CLUB, SELBY-ON-THE-BAY, MAYO, MARYLAND,	:	IN EQUITY
	:	CASE NO. 11,365
MORTGAGOR.	:	

PETITION OF JAMES G. WOODWARD FOR ALLOWANCE OF AN ADDITIONAL FEE TO HIM AND FOR ORDER OF COURT REFERRING THIS CAUSE TO THE COURT AUDITOR, AND AFFIDAVIT OF PETITIONER.

To The Honorable, The Judge of Said Court:

The Petition of James G. Woodward, Receiver and Assignee in this case, for the allowance of an additional fee and for an Order referring this cause to the Court's Auditor, respectfully represents unto Your Honor:

1. That on the 11th day of October, 1956, this Court passed its Order in this case ordering that the Petition of the Miners National Bank of Wilkes-Barre, Pennsylvania, for the allowance of its maritime lien, be and the same was thereby dismissed; that the time for the filing of an appeal from the said Order of this Court has now expired and it appears from the record in this case that no appeal has been taken from the said Court Order of the 11th of October, 1956; so that the Petitioner shows that it is now in order that this cause again be referred to the Court Auditor under the Order of this Court for the statement of her Account.

2. That since an earlier Order of this Court dated December 22nd, 1955, the Petitioner, as Receiver and Assignee, has incurred the expense of a second year premium on his bond, which premium was in the amount of $20.00, and has been paid by the Petitioner as Receiver, the receipt for which payment he is separately delivering to the Court's Auditor.

3. That after the passage of the Order of this Court dated the 22nd day of December, 1955, referring this proceeding to the Court's Auditor, in

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76

which Order it was further provided that the Petitioner be allowed the payment of a fee of $600.00 as Receiver and Assignee in this case, the Petition of the Miners National Bank of Wilkes-Barre, Pennsylvania, above referred to and for the allowance of its maritime lien, was pressed in this proceeding and it became necessary for the same to be heard and Your Petitioner was called upon to render all services necessary to resist the said Petition of the holder of the alleged maritime lien, including the examination of law and the appearance at the hearing and argument of the same at said hearing, all of which the Petitioner hasgiven careful attention to with the result that the matter terminates favorably to the Mortgagee, as shown by the Order of this Court dated the 11th day of October, 1956, as aforesaid, dismissing the said alleged maritime lien of the Miners National Bank of Wilkes-Barre, Pennsylvania, and the Petitioner submits that he should be allowed an additional fee for the services so rendered by him in connection with the alleged maritime lien and the dismissal of the same and suggests that an additional sum of $150.00 would be a reasonable and adequate compensation to him for the services so rendered in addition to the $600.00 fee allowed for by the earlier Order of this Court dated the 22nd day of December, 1955.

Wherefore, the Petitioner prays that this Court pass an Order in this proceeding referring the same to the Court Auditor for the statement of her Account and directing that in so stating her Account she allow for payment to the Petitioner of an additional fee in the sum of $150.00 to be in addition to the fee of $600.00 allowed to the same Receiver by the Order of this Court dated the 22nd day of December, 1955.

James G. Woodward

James G. Woodward, Receiver
and Assignee.

77

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 13th day of November, in the year 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared James G. Woodward, named as Petitioner in the aforegoing Petition, and he did make oath in due form of law that the matters and facts set forth in said aforegoing Petition are true and correct, to the best of his knowledge, information and belief.

As witness my hand and Notarial Seal.

Helen D. Pick

Helen D. Pick, Notary Public.

THE NATIONAL CITY BANK OF NEW YORK, A NATIONAL BANKING ASSOCIATION, 17 EAST 42ND STREET, NEW YORK, NEW YORK, PETITIONER AND MORTGAGEE, VS. WILLIAM FRIEDMAN, SELBY BAY YACHT CLUB, SELBY-ON-THE-BAY, MAYO, MARYLAND, MORTGAGOR.	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY MARYLAND IN EQUITY CASE NO. 11,365

ORDER OF COURT

Upon the aforegoing Petition of James G. Woodward, Receiver and Assignee, and the Affidavit to the said Petition filed in support of the same, it is hereby ORDERED this 13th day of November, in the year 1956, by the Authority of the Circuit Court for Anne Arundel County, Maryland, Sitting in Equity, that this cause be referred to the Auditor of this Court for the statement of the Auditor's Account, and it is further ORDERED AND DIRECTED, by the authority aforesaid, that in the statement of her account the Auditor shall allow for the payment from the proceeds of the sale in this case of an additional fee to James G. Woodward, the Petitioner, in the sum of Fifty Dollars such additional fee to be in payment and compensation of all services rendered by the Petitioner in this cause as Attorney, Receiver and Assignee subsequent to this Court's Order of the 22nd day of December, in the year 1955, allowing the same Petitioner a fee of $600.00 for all services rendered by him to the date of that Order, the fee herein allowed for and directed to be paid to be separate from and in addition to the fee mentioned and provided for in the said Court Order of the 22nd day of December, in the year 1955.

Benjamin Michaelson
Judge

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79

In the Case of

The National City Bank of New York, etc.

VS.

William Friedman, et al

In the

Circuit Court

For

Anne Arundel County

No. 11,365 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 16, 1956

All of which is respectfully submitted.

Laura K. Jicklin
Auditor.

80

Filed 21 Nov., 1956, at 3:50 P. M.

Dr. The National City Bank of New York, etc, vs. William Friedman, et al in ac.

To Receiver for Fee for legal services rendered (Order 12/22/55), viz:	600	00		
To Receiver for Fee for additional services rendered (Order 11/13/56), viz:	50	00	650	00
To Receiver for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Defendants' Solicitor's appearance fee	10	00		
Clerk of Court - original Court costs	30	25		
Clerk of Court - additional Court costs	16	00		
Jos. W. Alton, Jr. - Sheriff's costs	4	15		
Auditor - stating first account (Dec. 1955) and re-stating same (11/16/56)	18	00	88	40
To Receiver for Expenses, viz:				
Capital-Gazette Press - advertising sale	57	80		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	27	75		
Speer Publications, Inc. - handbills	12	68		
The Phoenix Insurance Co. - bond premium	20	00		
The Phoenix Insurance Co. - renewal premium 6/23/56 to 6/23/57	20	00		
Robert S. Campbell - auctioneer's fee	227	50		
Parish Creek Boat Yard - storage from December, 1954, through April, 1955, and repairs to yacht ordered by mortgagee	84	00		
Parish Creek Boat Yard - storage of yacht from May, 1955, through August, 1955	40	00		
Helen D. Pick - notary fees	1	50	505	23
To National City Bank of New York, mortgagee - this balance on account mortgage claim	3,344	17	3,344	17
			4,587	80
Amount of mortgage claim filed	4,023	20		
Interest on $4,023.20 from 6/6/55 to 7/6/55	26	82		
Total	4,050	02		
Cr. Amount allowed above	3,344	17		
Balance due	705	85		

with James G. Woodward, Receiver Cr.

1955				
July	16	Proceeds of Sale	4,550 00	
		Interest on deferred payment of $4,150.00 to 9/10/56	37 80	4,587 80
				4,587 80

LIBER 99 PAGE 165

ORDER NISI

The National City Bank of New York, etc.

VERSUS

William Friedman, et al

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,365 Equity.

ORDERED, This 21th day of November, 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 31st day of December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 31st day of December next.

Filed 21 Nov. 1956; 3:50 P.M.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 3d day of January, 1957, that the aforegoing Report and Account of the Auditor be, and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
A. J.

FILED

1957 JAN -4 PM 1:50

LIBER 99 PAGE 166

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,365 Equity
THE NATIONAL CITY BANK OF NEW YORK, ETC.
Vs.
WILLIAM FRIEDMAN, et al.

Ordered, this 21st 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 31st day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 31st day of December next.

GEORGE T. CROMWELL, Clerk.

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

D-12

FILED
1957 JAN -3 PM 12:57

No. M.G. 8989

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 2, 1957

We hereby certify, that the annexed

Order Nisi Eq. 11,365
Auditor Account

William Friedman

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 31st day of December, 1956. The first insertion being made the 29th day of November, 1956

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

84

THE SAVINGS BANK OF BALTIMORE A body corporate Baltimore and Charles Streets Baltimore, Maryland, Plaintiff, vs. GEORGE P. WOLF AND ASSOCIATES, INC. A body corporate Manhattan Beach Road Severna Park P.O., Maryland, Defendant.	:	LIBER 99 PAGE 167 IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 11,697 Equity

- - - - - - - - - - -

PETITION

- - - - - - - - - - -

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of the Plaintiff respectfully represents:

- 1 -

That on the 13th day of April, 1954, the Defendants executed and delivered to The Savings Bank of Baltimore, a body corporate, a mortgage upon certain fee simple property in Anne Arundel County, therein described, to secure the payment of the mortgage debt of $2,500.00 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 of which will appear from said mortgage which is recorded among the Land Records of Anne Arundel County in Liber J.H.H. 825, folio 462, etc., which said mortgage is filed herewith as part of this Petition, marked "Petitioner's Exhibit No. 1".

- 2 -

That default has occurred under the covenants and conditions of said mortgage.

And your Petitioner prays that a decree may be passed for the sale of said property in accordance with the terms of said mortgage.

ROUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

MAR 27 1956

Filed

AND, AS IN DUTY BOUND, ETC.

Rouse and Morton

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

No. 11,697 Equity
#
#

MORTGAGE—(Corporation) LIBER 825 PAGE 46.

LIBER 99 PAGE 163

This Mortgage made this 13th day of April 1954, by and between

GEORGE P. WOLF AND ASSOCIATES, INC.

a body corporate, duly incorporated under the laws of the State of Maryland (hereinafter called the "Mortgagor"), as Mortgagor, and THE SAVINGS BANK OF BALTIMORE a body corporate, duly incorporated by an Act of the General Assembly of Maryland, (hereinafter called the "Bank"), as Mortgagee, WITNESSETH:

WHEREAS, the Mortgagor is justly indebted unto the Bank in the full and just sum of

TWO THOUSAND, FIVE HUNDRED - - - - - - - - - - Dollars ($2,500.00), with interest from the date hereof, which sum was this day loaned and advanced to it, said mortgage indebtedness, the terms of payment of principal and interest, and the rate of interest being evidenced by a note of even date herewith, the unpaid balance with interest being due the 13th day of April 19 58 ; and

WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof with interest, in accordance with the terms of the said note, as well as the performance of the other covenants and conditions herein, should be secured by the execution and delivery of these presents;

NOW THEREFORE, in consideration of the premises and of one dollar and other good and valuable considerations, the receipt whereof is hereby acknowledged, the Mortgagor does grant and convey unto the Bank, its successors and assigns, all that lot or lots of ground, situate in Anna Arundel County, Maryland, and described as follows:

THE 1st

Being known and designated as Lot No. 9 on the Plat of Riverdale Park, which said plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet 4, Rod G-6, Plat Number 10.

THE 2nd

Being known and designated as Lot 36 on the Plat of Riverdale, which said plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet 4, Rod G-6, Plat Number 10.

Being the same lots of ground the reversionary interest to which was acquired by the Mortgagor herein by the following Leases---1) Lease dated January 20, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 809 folio 28 by and between the Mortgagor herein and Kenneth Holniker, unmarried, creating a ground rent of $90.00 payable on the 20th days of January and July in each and every year. 2) Lease dated February 12, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 815 folio 315 by and between the Mortgagor herein and Kenneth Holniker, unmarried, creating a ground rent of $90.00 payable on the 12th days of February and August in each and every year.

Filed MAR 27 1956

TOGETHER with the buildings thereupon and all the rights, easements, profits and appurtenances thereunto belonging.

TO HAVE AND TO HOLD the said lot or lots of ground with the improvements thereupon, and all the rights, easements, profits and appurtenances thereunto belonging unto the Bank, its successors and assigns ~~in fee simple~~ for all the residue of the term of years yet to come and unexpired therein, with the benefits of renewal forever; subject to the payment of the annual rent aforesaid.

PROVIDED, that if the Mortgagor, its successors or assigns, shall pay the said mortgage indebtedness and interest thereon from the date hereof, and shall perform all of the covenants and agreements herein on its part contained, then this Mortgage shall be void.

The Mortgagor, for itself, its successors and assigns, hereby covenants as follows:

A. To pay the mortgage debt and interest thereon in accordance with the terms and conditions of the said note, and any substitution, extension or renewal thereof, and to pay, when due, all taxes, water rents, assessments, public and other dues and charges, levied or assessed or which may be levied or assessed on the property hereby mortgaged and on the mortgage debt and interest, and upon payment thereof to exhibit to the Bank the receipted bills therefor, at the place of business of the Bank, and not to permit any lien or encumbrance on the mortgaged premises superior to the lien of this mortgage, nor any statutory lien of any kind.

B. To keep the mortgaged property in good order, condition and repair and permit the Bank to enter upon and inspect the same; not to permit or suffer any waste thereof; to make all needful and proper renewals, replacements and additions of and to the mortgaged property; and not to tear down the improvements thereon or materially change them nor permit them to be torn down or materially changed, without the written consent of the Bank.

C. To keep the mortgaged property insured against loss or damage by fire and such other hazards, casualties and contingencies as may be required from time to time by the Bank, such insurance to be written in such manner and in such companies as may be approved by the Bank, and in amounts satisfactory to the Bank; to use a standard mortgagee clause satisfactory to the Bank to be attached to such policy or policies providing that all payments thereunder shall be made to the sole order of the Bank as its interest may appear, and to deliver such policy or policies to the Bank at its principal office; and likewise to deliver to the Bank renewals of such policy or policies one week in advance of the expiration of the same, stamped "Paid" by the agent or company issuing same. In the event any sum or sums of money are received by the Bank by reason of any such insurance as aforesaid, the Bank may at its discretion apply whatever moneys are received either to the repair, restoration and replacement of the damaged or destroyed property or toward the payment of the principal sum of the Note.

D. To comply promptly with all laws, ordinances and regulations affecting said premises or their use.

E. To warrant specially and to defend the title of such property unto the Bank, its successors and assigns, against all claims and demands by any person or persons whatsoever, and to execute such further assurances thereof as may be requisite.

The parties hereto further covenant and agree as follows:

1. That, in the event of any default in any covenant of this Mortgage, or in the event a receiver or trustee is appointed for the property of the Mortgagor, or of a major portion of its property, either in bankruptcy or in equity, or in case the Mortgagor executes a deed of trust of its property for the benefit of creditors, then the whole mortgage indebtedness shall, at the option of the Bank, be and become due and payable, and, whether or not such option is exercised, interest shall run from such time at the rate of six per centum (6%) per annum, at the option of the Bank.

2. That the Mortgagor, in accordance with the provisions of Art. 66 of the Code of Public General Laws of Maryland, or of any other general or local laws of the State of Maryland relating to mortgages including any amendments thereof or supplements or additions thereto which do not materially change or impair the remedy, does hereby (i) declare and assent to the passage of a decree by the equity court having jurisdiction for the sale of the property hereby mortgaged, and (ii) does hereby authorize, in the event of any default in any of the covenants of this mortgage, the Bank, its successors and assigns, or L. Vernon Miller, its attorney, to sell the mortgaged property. Any such sale, whether under the consent to decree or power of sale, may be made by the person authorized to sell, either as an entirety or in such separate parcels and on such terms and at such places and in such manner as they, or he, may deem advisable.

3. That, upon any sale of said premises under this Mortgage whether under the assent to a decree, the power of sale, or by equitable foreclosure, the proceeds of such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including such counsel fee as the court may deem proper, and also a commission to the party making the sale equal to the commission allowed trustees for making sales of property under decrees of the equity courts having jurisdiction, and also any liens prior to the lien of this mortgage unless said sale is made subject to such prior liens; second, to the payment of all claims of the Bank hereunder; and third, the balance, if any, to the Mortgagor, or to any person or persons entitled thereto.

4. That, immediately upon the first insertion of the advertisement or notice of sale, there shall be and become due and owing by the Mortgagor 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 commission to trustees making sale under orders or decrees of the equity courts having jurisdiction, and such party 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.

5. That, should the Mortgagor fail or neglect to pay any taxes, assessments, public and other dues or charges levied or assessed or which may be levied or assessed on the property hereby mortgaged or on the mortgage debt and interest, when due, or keep the premises in proper repair, or to keep the premises insured against loss by fire, the Bank may make such payments or repairs or insure the said premises against such loss in such an amount as may be necessary to secure the mortgage indebtedness, and such sum or sums so paid shall be added to the principal of the mortgage indebtedness, interest to run thereon at the rate of six per centum (6%) per annum, at the option of the Bank.

6. That, should all or any part of the property hereby mortgaged be condemned or taken through eminent domain proceedings, all or such part of any award or proceeds thereof as the Bank in its sole discretion may determine, in writing, shall be paid to the Bank and applied to the payment of the mortgage indebtedness, and all such proceeds are hereby assigned to the Bank.

7. That, the Bank may at any time renew this Mortgage, extend the time for payment of the mortgage indebtedness or any part thereof or interest thereon and waive any of the covenants or conditions of this Mortgage in whole or in part, either at the request of the Mortgagor or of any person having an interest in the property hereby mortgaged, take or release other security, release any party primarily or secondarily liable on this Mortgage or such other security, grant extensions, renewals or indulgences therein, or apply to the payment of principal and interest of the mortgage indebtedness any part or all of the proceeds obtained by sale, foreclosure or receivership as herein provided, without resort or regard to other security, all without in any way releasing the Mortgagor from any of the covenants or conditions of this Mortgage.

8. That, until default be made in any covenant or condition of this Mortgage (but not thereafter), the Mortgagor shall have possession of the property hereby mortgaged. Upon default in any of the covenants or conditions of this Mortgage, the Bank shall be entitled without notice to the Mortgagor, to the immediate appointment of a receiver of the property hereby mortgaged to operate the same, without regard to the adequacy thereof as security for the mortgage debt, and upon any default, whether or not a receiver be appointed, the rents and profits of the property hereby mortgaged are hereby assigned to the Bank as additional security.

9. That, the rights, powers, privileges and discretions specifically granted to the Bank under this mortgage are not in limitation of but in addition to those to which the Bank is entitled under any general or local law relating to mortgages in the State of Maryland, now or hereafter existing. No delay to exercise any right or power accruing upon the continuing of any default shall impair any such right or power or be construed to be a waiver thereof.

The covenants, agreements, conditions and limitations of or imposed upon the Mortgagor herein shall be binding upon its successors and assigns.

The rights, powers, privileges and discretions to which the Bank may be entitled herein shall inure to its successors and assigns.

IN WITNESS WHEREOF the said Mortgagor has caused these presents to be duly signed by its duly authorized President and its corporate seal to be hereunto affixed, duly attested by its Secretary the day and year first above written.

GEORGE P. WOLF AND ASSOCIATES, INC.

Attest:

..... Secretary.

By George P. Wolf President.

Witness:

Joan M. Stout

JOAN M. STOUT

..... (SEAL)

STATE OF MARYLAND, BALTIMORE CITY, TO WIT: LIBER 825 PAGE 465

I HEREBY CERTIFY that on this 13th day of April 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City personally appeared George P. Wolf, President of GEORGE P. WOLF AND ASSOCIATES, INC., a body corporate, the within named Mortgagor, and acknowledged the foregoing mortgage to be the act of the said Mortgagor.

AT THE SAME TIME also appeared Jesse Slingluff, Jr., the Agent of the within named Mortgagee and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth; and did also make oath in due form of law that he is the agent of the Mortgagee and as such duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

Joan M. Stout
JOAN M. STOUT Notary Public.

Recorded-21st-April-1954-at-9:00-A.M.

MORTGAGE

FROM

GEORGE P. WOLF AND ASSOCIATES, INC.

TO

THE SAVINGS BANK OF BALTIMORE

Received for Record 21 April 1954
at 9 o'clock A.M. Same day recorded in
Liber J.F.C. No. 825 Folio 462 etc.,
one of the Land Records of A.A. Co.
and examined per
JOHN H. HOPKINS, Jr., Clerk.
Cost of Record, $ 5.50

#937

PETITIONER'S EXHIBIT NO. 1

THE SAVINGS BANK OF BALTIMORE A body corporate Baltimore and Charles Streets Baltimore, Maryland, Plaintiff, vs. GEORGE P. WOLF AND ASSOCIATES, INC. A body corporate Manhattan Beach Road Severna Park P.O., Maryland, Defendant.	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 11,697 Equity

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 28th day of March, 1956, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED, that the mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed, for the foreclosure of said mortgage; that John G. Rouse, Jr., be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by himself, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Two Thousand Five Hundred Dollars ($2,500.00), conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any further Decree or Order in the premises; he shall then proceed to make the said sale, having given at least twenty days notice by advertisement, inserted in such newspaper or newspapers published in Anne Arundel County as he shall think proper, of the time, place, manner and terms of sale, which shall require that the purchaser or purchasers make a cash deposit of $ 500.00 at the time and place of sale and the balance of the purchase price to be paid in cash on

Filed MAR 28 1956

ROUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

7

final ratification of the sale by the Circuit Court for Anne Arundel County, and to bear interest at the rate of six per cent (6%) per annum from the day of sale; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their personal representatives or assigns, the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Petitioner and 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.

Benjamin Michaelson
Judge

ROUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

8

No. 11,697 Equity

LIBER 99 PAGE 174

KNOW ALL MEN BY THESE PRESENTS, That we, John G. Rouse, Jr., and American Surety Company of New York, a body corporate of the State of New York and duly authorized to transact business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Twenty-five Hundred 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, successors or assigns, jointly and severally, firmly by these presents, sealed with our seals, and dated this 27th day of April, nineteen hundred and fifty-six.

WHEREAS, by virtue of a Decree of the Circuit Court for Anne Arundel County dated March 28, 1956 in a case entitled The Savings Bank of Baltimore Vs. George P. Wolf and Associates, Inc., being Equity No. 11,697, the said John G. Rouse, Jr., was appointed Trustee and authorized and empowered to make sale of the property described in a Mortgage from the said George P. Wolf and Associates, Inc., to The Savings Bank of Baltimore, which said mortgage was dated April 13, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 825, folio 462, default having occurred thereunder, and

WHEREAS, the said John G. Rouse, Jr., is about to comply with the terms of said Decree and to make sale of the property described in said mortgage.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden, the said John G. Rouse, Jr., and American Surety Company of New York, Trustees, as aforesaid, shall well and truly abide by, obey, or fulfill any order or decree that shall be made by any Court of Equity in relation to the sale of the property

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1956 APR 27 AM 11:56

Bond approved this 27 Apr. 1956.
George F. Cromwell,
Clerk

9

conveyed by said Deed of Trust, or the proceeds thereof, then this obligation to be void, otherwise to be and remain in full force and virtue in law.

WITNESS:

Frances P. McWilliams — John G. Rouse, Jr. (SEAL)

Frances P. McWilliams

AMERICAN SURETY COMPANY OF NEW YORK

By _____ Attorney in fact

PRINCIPAL

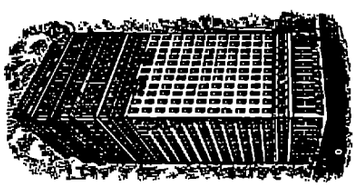
AND

American Surety Company OF NEW YORK

SURETY

OBLIGEE

Equity No 11,697



BOND

For

Dated

10

LIBER 99 PAGE 176

THE SAVINGS BANK OF BALTIMORE A body corporate Baltimore and Charles Streets Baltimore, Maryland, Plaintiff, vs. GEORGE P. WOLF AND ASSOCIATES, INC. A body corporate Manhattan Beach Road Severna Park P. O., Maryland, Defendant.	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 11,697 Equity

STATEMENT OF MORTGAGED CLAIM

Statement of the Mortgage Claim of The Savings Bank of Baltimore, Mortgagee under the mortgage from George P. Wolf and Associates, Inc. to The Savings Bank of Baltimore, dated the 13th day of April, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 825, folio 462:

Original Principal Amount	$2,500.00	
Less		
Total Principal Payments	100.00	
		$2,400.00
Plus		
Unpaid Interest @ 4-1/4% on $2,400.00 from April 13, 1955 through April 30, 1956		108.80
Total		$2,508.80

STATE OF MARYLAND,
SS:
CITY OF BALTIMORE,

I HEREBY CERTIFY that on this 27 day of April 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 Leonard Eagan,

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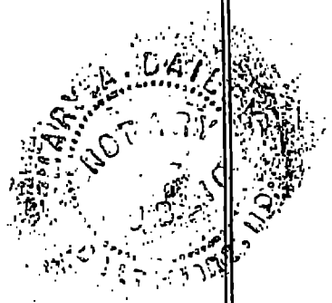
1956 APR 30 PM 10:19

//

Vice President of The Savings Bank of Baltimore, 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 said cause now remaining due and unpaid.

Mary A. Bailey
MARY A. BAILEY Notary Public



12

AUCTIONEER'S CERTIFICATE

I hereby certify that en April 20, 1956, at 3:00 P.M., at the Court House door in Annapolis, I sold the ground rents described on the reverse hereof at public auction to The Savings Bank of Baltimore at and for the price of $2800.00, that being the highest bid obtainable. I further certify that said public sale was fairly made.

George W. Scible, Auctioneer

FILED
1956 MAY -3 PM 2:49

12

LIBER 99 PAGE 179

MARYLAND GAZETTE

April 26, 1956

ROUSE and MORTON
18 West Street,
Annapolis, Maryland

Public Auction Sale

By virtue of a Decree of the Circuit Court for Anne Arundel County (Equity No. 11,697) the undersigned Trustee will sell at public auction at the Court House Door in the City of Annapolis, Maryland on Monday, April 30, 1956 at 3:00 o'clock P. M. the following described ground rents issuing out of property located in Anne Arundel County, Maryland, to wit:

A $90.00 annual ground rent issuing out of property being known and designated as Lot No. 9 on the Plat of Riverdale Park, which said Plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 4, Rod 96, Plat No. 10. Said rent being payable in equal instalments on the twentieth days of January and July in each year.

A $90.00 annual ground rent issuing out of property being known and designated as Lot No. 36 on the Plat of Riverdale which said Plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 4, Rod 96, Plat No. 10. Said rent being payable in equal instalments on the twelfth days of February and August in each year.

Said ground rents are more fully described in a mortgage from George P. Wolf and Associates, Inc., to The Savings Bank of Baltimore, dated April 13, 1954 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 825, folio 462.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time and place of sale: balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest at the rate of 6% per annum from the day of sale. Expenses, if any, to be adjusted to the day of sale.

JOHN G. ROUSE, JR., Trustee,
18 West Street,
Annapolis, Maryland
GEORGE W. SCIBLE,
Auctioneer. a-26

LIBER 99 PAGE 180

PURCHASER'S CERTIFICATE

I hereby certify that at a public sale, held at the Court House door in Annapolis, on April 30, 1956, at 3:00 P.M., I purchased the ground rents described on the reverse hereof on behalf of The Savings Bank of Baltimore, at and for the price of $2800.00, that being the highest bid obtainable.

THE SAVINGS BANK OF BALTIMORE

By Jack R. Sheffield
Jack R. Sheffield

15

Filed 3 May, 1956, at 2:44 P.M.

LIBER 99 PAGE 181

MARYLAND GAZETTE

April 5, 1956

ROUSE and MORTON
18 West Street,
Annapolis, Maryland

Public Auction Sale

By virtue of a Decree of the Circuit Court for Anne Arundel County (Equity No. 11,697) the undersigned Trustee will sell at public auction at the Court House Door in the City of Annapolis, Maryland on Monday, April 30, 1956 at 3:00 o'clock P. M. the following described ground rents issuing out of property located in Anne Arundel County, Maryland, to wit:

A $90.00 annual ground rent issuing out of property being known and designated as Lot No. 9 on the Plat of Riverdale Park, which said Plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 4, Rod 06, Plat No. 10. Said rent being payable in equal instalments on the twentieth days of January and July in each year.

A $90.00 annual ground rent issuing out of property being known and designated as Lot No. 30 on the Plat of Riverdale which said Plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 4, Rod 06, Plat No. 10. Said rent being payable in equal instalments on the twelfth days of February and August in each year.

Said ground rents are more fully described in a mortgage from George P. Wolf and Associates, Inc., to The Savings Bank of Baltimore, dated April 13, 1954 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 825, folio 462.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest at the rate of 6% per annum from the day of sale. Expenses, if any, to be adjusted to the day of sale.

JOHN G. ROUSE, JR., Trustee.
18 West Street,
Annapolis, Maryland
GEORGE W. SCIBLE,
Auctioneer.

a-26

FILED
1956 MAY -3 PM 2:49

16

THE SAVINGS BANK OF BALTIMORE A body corporate Baltimore and Charles Streets Baltimore, Maryland, Plaintiff, vs. GEORGE P. WOLF AND ASSOCIATES, INC. A body corporate Manhattan Beach Road Severna Park P.O., Maryland, Defendant.	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 11,697 Equity

- - - - - - - - - - -

REPORT OF SALE

- - - - - - - - - - -

The Report of Sale of John G. Rouse, Jr., Trustee, respectfully represents:

- 1 -

That by virtue of a decree of this Honorable Court dated March 28, 1956 and passed pursuant to the provisions contained in a mortgage from George P. Wolf and Associates, Inc., to The Savings Bank of Baltimore, dated April 13, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 825, folio 462, default having occurred thereunder, John G. Rouse, Jr., Trustee, after giving bond with approved security, and after giving notice of the time, place, manner and terms of sale by advertisement published for twenty days prior to the sale in the Maryland Gazette, a weekly newspaper published in Anne Arundel County, did pursuant to said notice, attend at the Court House door in the City of Annapolis on the thirtieth day of April, 1956, at 3:00 P.M., and did then and there proceed to sell the following described ground rents issuing out of property located in Anne Arundel County, Maryland, to wit:

> A $90.00 annual ground rent issuing out of property being known and designated as Lot No. 9 on the Plat of Riverdale Park, which said plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 4, Rod 96, Plat No. 10. Said rent being payable in equal installments on the twentieth days of January and July in each year.

FILED

1956 MAY -3 PM 2:49

ROUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

17

A $90.00 annual ground rent issuing out of property being known and designated as Lot No. 36 on the Plat of Riverdale which said Plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 4, Rod 96, Plat No. 10. Said rent being payable in equal installments on the twelfth days of February and August in each year.

- 2 -

That he offered said grounds rents for sale and sold the same to The Savings Bank of Baltimore at and for the sum of Two Thousand Eight Hundred Dollars ($2,800.00), it being then and there the highest bid for said ground rents.

- 3 -

That the sale of the above described ground rents was fairly made.

AND, AS IN DUTY BOUND, ETC.

John G. Rouse, Jr., Trustee

ROUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

18

STATE OF MARYLAND

COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY that on this 3rd day of May, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, personally appeared JOHN G. ROUSE, JR., Trustee, and made oath in due form of law that the matter and facts set forth in the foregoing Report of Sale are true to the best of his knowledge, information and belief and that the sale was fairly made.

AS WITNESS my hand and Seal Notarial.

Frances P. McWilliams
Notary Public

ROUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

19

LIBER 99 PAGE 185

ORDER NISI

The Savings Bank Of Baltimore
A body corporate

versus

George P. Wolf And Associates, Inc.
A body corporate

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,697 Equity

Ordered, this 3 day of May, 1956, That the sale of the Ground Rents in these Proceedings mentioned, made and reported by John G. Rouse, Jr., Trustee,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 11 day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 11 day of June next.

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

George T. Cromwell, Clerk.

True Copy.

TEST: Clerk.

(Final Order)

Filed 3 May, 1956, at 2:49 P. M.

The Savings Bank Of Baltimore
A body corporate

versus

George P. Wolf And Associates, Inc.
A body corporate

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 25th day of June, 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 JUN 26 PM 12:50

KNOW ALL MEN BY THESE PRESENTS, That we, John G. Rouse, Jr., and American Surety Company of New York, a body corporate of the State of New York and duly authorized to transact business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Three Hundred 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, successors or assigns, jointly and severally, firmly by these presents, sealed with our seals, and dated this 30th day of April, nineteen hundred and fifty-six.

WHEREAS, by virtue of a Decree of the Circuit Court for Anne Arundel County dated March 28, 1956 in a case entitled The Savings Bank of Baltimore vs. George P. Wolf and Associates, Inc., being Equity No. 11,697, the said John G. Rouse, Jr., was appointed Trustee and authorized and empowered to make sale of the property described in a Mortgage from the said George P. Wolf and Associates, Inc., to The Savings Bank of Baltimore, which said mortgage was dated April 13, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No.825, folio 462, default having occurred thereunder, and

WHEREAS, the said John G. Rouse, Jr., is about to comply with the terms of said Decree and to make sale of the property described in said mortgage.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden, the said John G. Rouse, Jr., and American Surety Company of New York, Trustees, as aforesaid, shall well and truly abide by, obey, or fulfill any order or decree that shall be made by any Court of Equity in relation

21

to the sale of the property conveyed by said Deed of Trust, or the proceeds thereof, then this obligation to be void, otherwise to be and remain in full force and virtue in law.

Frances P. McWilliams
as To both

John G. Rouse (SEAL)
John G. Rouse, Jr.

AMERICAN SURETY COMPANY OF NEW YORK

By _____
Attorney in fact

FILED
1956 JUN -8 AM 11:42

approved George T. Cromwell
Clerk

(2)

22

LIBER 99 PAGE 188

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
NO. 11,697 EQUITY

THE SAVINGS BANK OF BALTIMORE,
A body corporate,
versus
GEORGE P. WOLF AND ASSOCIATES, INC.,
A body corporate.

Ordered, this 3rd day of May, 1956, That the sale of the Ground Rents in these Proceedings mentioned, made and reported by John G. Rouse, Jr., Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 11th day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 11th day of June next.

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

GEORGE T. CROMWELL, Clerk.

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

m-31

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 18, 1956

We hereby certify, that the annexed

Order Nisi - Sale

Eq. 11,697

George P. Wolf

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 11th day of June, 1956. The first insertion being made the 10th day of May, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1956 JUN 25 PM 2:06

No. M.G. 4027 By H. Tilghman

23

LIBER 99 PAGE 189

In the Case of

The Savings Bank of Baltimore,
a body corporate

VS.

George P. Wolf and Associates, Inc.,
a body corporate

In the

Circuit Court

For

Anne Arundel County

No. 11,697 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 23, 1956

All of which is respectfully submitted.

Laura R. Fickling
Auditor.

FILED

1956 JUL 24 AM 9:53

24

Dr. The Savings Bank of Baltimore, a body corporate vs. George P. Wolf and Associates, Inc., a body corporate — in ac.

To Trustee for Commissions, viz:	115	00		
To Trustee for Fee (Order of 7/20/56) viz:	50	00	165	00
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	29	50		
Auditor - stating this account	13	50	53	00
To Trustee for Court costs, viz:				
Capital-Gazette Press - advertising sale	37	52		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
American Surety Co. of N.Y. - bond premium	10	00		
American Surety Co. etc - additional bond premium	1	20		
George W. Scible - auctioneer's fee	25	00		
One-half Federal documentary stamps	1	65		
One-half State documentary stamps	1	65		
Frances P. McWilliams - notary fee		50	91	52
To The Savings Bank of Baltimore, mortgagee- this balance on account mortgage claim	2,490	48	2,490	48
			2,800	00
Amount of mortgage claim filed	2,508	80		
Cr. Amount allowed above	2,490	48		
Balance subject to decree in personam	18	32		

25

with John G. Rouse, Jr., Trustee

			Dr.	Cr.
1956				
Apr.	20	Proceeds of Sale	2,800 00	2,800 00
			2,800 00	

ORDER NISI LIBER 99 PAGE 192

The Savings Bank of Baltimore,
a body corporate
VERSUS
George P. Wolf and Associates,
Inc.,
a body corporate

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 11,697 Equity.

ORDERED, This 24 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 27 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 27 day of August next.

George T. Cromwell, Clerk.

Filed 24 July, 1956, at 9:53 a. m.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 28th day of August, 1956, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge

[illegible]
1956 [illegible]

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. 11,697 Equity
THE SAVINGS BANK OF BALTIMORE, a body corporate
Vs.
GEORGE P. WOLF and ASSOCIATES, INC., a body corporate.

Ordered, this 24th 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 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.

GEORGE T. CROMWELL, Clerk.

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

a-9

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 21, 1956

We hereby certify, that the annexed Order Nisi Eq. 11,697 Auditor Account.

George P. Wolf

was published in

Maryland Gazette

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

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1956 AUG 28 AM 10:59

No. M.G. 55 1956 AUG 28 AM 10:59

By H. Tilghman

28

LIBER 99 PAGE 193

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
VS	*	FOR
WALTER F. SCHABOWSKI and	*	ANNE ARUNDEL COUNTY
MABEL E. SCHABOWSKI, his wife	*	No. 11,652 Equity

* * * *

MR. CLERK:

Please docket Suit in the above entitled case and file Petitioner's Exhibit "A".

WILLIAM C. ROGERS, Attorney
Named in Mortgage

Winson G. Gott, Jr., Lee Bldg. Annapolis
Attorney for Plaintiff

Filed FEB 11 1956

City-County Form. LIBER 99 PAGE 194 No. 11,652 Equity

PETITIONER'S EXHIBIT "A" LIBER 984 PAGE 313

This Mortgage, Made this 23rd day of November, in the year one thousand, nine hundred and fifty-five - - - - -, between WALTER F. SCHABOWSKI and MABEL E. SCHABOWSKI, his wife, - of Anne Arundel County - - - - - - - - - - - - - -; in the State of Maryland, Mortgagor s , and THE AUGUSTA BUILDING AND LOAN ASSOCIATION, INC., a body corporate, duly incorporated under the laws of Maryland, Mortgagee.

WHEREAS, said Mortgagor s , being members of said body corporate, ha ve received therefrom an advance of NINETY-FOUR HUNDRED AND NINETY - - - - - - - - - - -($9490.00) Dollars. being part of the purchase money for the property hereinafter described, on their - - - 73- - shares of its stock, the execution of this Mortgage having been a condition precedent to the granting of said advance.

AND WHEREAS, said Mortgagor s have agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of six per cent. (6%) per annum in the manner following:

By the payment on or before the first day of each month from date hereof;

(A) of the sum of SIXTY-EIGHT - - - - - - - - - - - - -($68.00)- - - - Dollars, being principal and interest of said Mortgage indebtedness, which said interest shall be computed by the calendar month: and

(B) of the sum of TWENTY-ONE & 75/100 - - - - - - - - - - ($21.75)- - Dollars, being the present estimated one-twelfth of the annual taxes, water rent, ground rent, insurance premiums and other public charges or assessments for which the property is liable; and if said one-twelfth of the aforesaid charges under Section B aforesaid are insufficient to pay said charges or any additional charges for which the property may be or become liable, or premiums on life insurance policies that may be assigned to the association and held by it or its successors and assigns, then upon demand of said Mortgagee, its successors or assigns, the mortgagor s , his, her or their heirs, personal representatives or assigns, shall pay such additional monthly amounts as shall be necessary to pay said charges; the aforesaid combined payments under Sections A and B aforesaid to continue until the whole of said principal and interest shall be paid in full, and said combined payments under Sections A and B aforesaid may be applied by the Mortgagee, its successors and assigns in the following order: (1) to the payment of interest: (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description for which the property may be liable, ground rent, fire and life insurance premiums assigned to the association, its successors or assigns, and (3) towards the payment of the aforesaid principal sum.

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 the sum of One Dollar, the said Mortgagor s do - 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:

BEGINNING for the same on the Northernmost side of Ferndale Road , as shown on a Plat of Ferndale Hilltop, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 7, folio 12, which point of beginning is one hundred and eighty-two and sixty-seven one hundredths feet Northwesterly from the intersection of the Westernmost side of Hollins Ferry Road and the Northernmost side of Ferndale Road and running from thence binding on the Northernmost side of Ferndale Road Northwesterly for a

Petitioner's Exhibit "A"

Filed FEB 11 1956

1.

distance of fifty feet, thence Northeasterly at right angles with Ferndale Road a distance of two hundred feet thence Southeasterly parallel with Ferndale Road, for a distance of fifty feet and thence Southwesterly at right angles to Ferndale Road two hundred feet to the place of beginning, which lots are shown and designated on said Plat as Lots 26 and 27, on Plat of Ferndale Hilltop, recorded among the Land Records of Anne Arundel County in Cabinet 1, Rod U, Plat 13, and recorded now in Plat Book No. 7, folio 12. Known as No. 206 Ferndale Road.

BEING the same lot of ground which by Deed dated even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto, was granted and conveyed by HOWILL TITLE HOLDING CORPORATION, to WALTER F. SCHABOWSKI and MABEL E. SCHABOWSKI, his wife, the within Mortgagors.

"Additional payments on principal will be permitted on thirty days prior written notice. If total payments on account of principal exceed twenty (20%) per centum of the original Mortgage in any one Mortgage year a prepayment fee on such excess will be charged during the first Mortgage year at the rate of two (2%) per centum and during any Mortgage year thereafter at the rate of one (1%) per centum."

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 lots 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 rental of $ 90.00 ; payable in equal semi-annual instalments on the 23rd days of May and November in each and every year.

Provided, however, if the said Mortgagor S, 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 Mortgagor S, for themselves their heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of the failure of the Mortgagor S their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to pay premiums on any life insurance policy or policies assigned to the Association, or wherein the association is the beneficiary and which is held by the Association as additional collateral for this indebtedness, the Mortgagee, its successors or assigns, being hereby authorized to pay said premiums from time to time and the amounts so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date or dates of said payments, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid together with interest thereon, so that same shall become so much additional indebtedness secured by this mortgage, and be included in any decree of foreclosure, or sale of this property; (5) to pay whatever sum or sums to the Mortgagee, its successors or assigns, when called upon, for the payment of taxes, water rent, ground rent, fire and life insurance premiums and other public charges or assessments for which the property hereinbefore described may be legally liable, if and in the event said Mortgagee, its successors or assigns has not collected each month sufficient money for the payment of said annual taxes, water rent, ground rent, insurance premiums or public charges or assessments for which the property hereinbefore described may be legally liable; (6) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor S, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor S, their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (7) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (8) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor S, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagors, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (9) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days.

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

AND the said Mortgagor S, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, do - hereby (1) declare their assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); and the said Mortgagor S do - hereby (2) also authorize the said Mortgagee, its successors or assigns, or **William C. Rogers,** its duly authorized Attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper printed in the county or city in which the land, or some portion thereof, is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of TWO HUNDRED ($200.00) Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making said sale equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagor S, their 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 S, or their 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 that they - will warrant specially the property hereby conveyed, and that they - - will execute such further assurances as may be requisite.

WITNESS the hand S and seal S of the said Mortgagor S.

WITNESS:

Stanley F. Holmes
STANLEY L. HOLMES

Walter F. Schabowski (SEAL)
WALTER F. SCHABOWSKI

Mabel E. Schabowski (SEAL)
MABEL E. SCHABOWSKI

Mabel E. Schabowski

4

LIBER 99 PAGE 197

LIBER 984 PAGE 315

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 23rd day of November, 19 55, before me, the subscriber, a Notary Public, of the State of Maryland in and for the City aforesaid, personally appeared WALTER F. SCHABOWSKI and MABEL E. SCHABOWSKI, his wife, - the Mortgagor S, named in the aforegoing mortgage, satisfactorily proven to be the persons whose names are subscribed to the within instrument and they acknowledged the aforegoing mortgage to be their act, and that they executed the same for the purposes therein contained. At the same time also appeared STANEY L. HOLMES, Agent President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and that he is Agent of said Mortgagee, duly authorized to make said affidavit.

AS WITNESS my hand and Notarial Seal

Stanley L Holmes

STANEY L. HOLMES Notary Public.

My commission expires May 6th - - - - 1957.

Rec'd for record Nov. 30, 1955, at 3:00 P.M.

Per George T. Cromwell, Clerk.

Mailed to The Security Title Guarantee Corp.

17384 ⓓ P

MORTGAGE

FROM

WALTER F. SCHABOWSKI and

MABEL E. SCHABOWSKI, his wife

TO

206 Fernedale Road

THE AUGUSTA BUILDING AND LOAN ASSOCIATION, INC.

BLOCK NO.

Received for Record 30 Nov 1955 at 3 o'clock P M. Same day recorded in Liber GTC No. 984 Folio 313 etc., one of the Land Records of Balto. and examined per

GEORGE T. CROMWELL, Clerk.

Cost of Record, $ 5.75 PD.

THE SECURITY TITLE GUARANTEE CORPORATION OF BALTIMORE
The Rogers Building
113 E. Baltimore Street
Baltimore 2, Md.

The Daily Record Company, Baltimore, Md.

FILE NO. 30685

WRITTEN BY

FORM APPROVED

READY FOR RECORD

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
Vs.	*	FOR
WALTER F. SCHABOWSKI and	*	ANNE ARUNDEL COUNTY
MABEL E. SCHABOWSKI, his wife	*	Equity No. 11,652

* * * * * * * *

STATE OF MARYLAND)
) TO WIT:
CITY OF BALTIMORE)

On this 15th day of August, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared William C. Rogers, Plaintiff in the above entitled cause, who being duly sworn according to law, deposed and said:

That Walter F. Schabowski and Mabel E. Schabowski, his wife, are the owners of the mortgaged property described in the mortgage filed in these proceedings; and upon diligent inquiry, it has been found that the said Walter F. Schabowski and Mabel E. Schabowski, his wife, are not now in the military service of the United States.

WILLIAM C. ROGERS, Affiant

Sworn to, acknowledged and subscribed to before me, the day and year first above written.

Notary Public
HERBERT C. MOORE

6

WILLIAM C. ROGERS, Attorney Named in Mortgage	*	IN THE
	*	CIRCUIT COURT
Vs.	*	FOR
WALTER F. SCHABOWSKI and	*	ANNE ARUNDEL COUNTY
MABEL E. SCHABOWSKI, his wife		In Equity #11652

* * * * * * *

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of The Augusta Building and Loan Association, Inc., under the mortgage from Walter F. Schabowski and Mabel E. Schabowski, his wife, to The Augusta Building and Loan Association, Inc., dated November 23, 1955, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 984, folio 313.

August 8, 1956

Walter F. Schabowski and wife
206 Ferndale Road
Anne Arundel County, Maryland

Original Amount of Loan		$ 9,490.00
Expenses		
Water and Sewer	$ 13.00	
Ground Rent	45.00	
taxes	114.86	
Interest	425.06	597.92
		$10,087.92
Less Amount of Payments		432.50
Balance Due		$ 9,655.42

THE AUGUSTA BUILDING AND LOAN ASSOCIATION, INC.

BY Mason H Kornmann
MASON H. KORNMANN, Executive Vice President

STATE OF MARYLAND)
) TO WIT:
CITY OF BALTIMORE)

I HEREBY CERTIFY that on this 10th day of August, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Mason H. Kornmann, Executive Vice President of The Augusta Building and Loan Association, Inc., and William C. Rogers, Attorney Named in Mortgage, and made oath in due form of law that the aforegoing is a true and just Statement of the amount of the Mortgage Claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

Herbert C. Moore
HERBERT C. MOORE Notary Public

7

Mortgagee and Attorney's Bond.

US 1-369

LIBER 99 PAGE 200

No. 11,652 Equity

UNITED STATES CASUALTY COMPANY

60 JOHN STREET, NEW YORK

Know All Men by These Presents:

That we William C. Rogers

113 E. Baltimore Street, Baltimore 2, Maryland - - - as Principal and UNITED STATES CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of

----TEN THOUSAND ($10,000.00)---------- Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 17th day of August in the year nineteen hundred and fifty-six.

Whereas, the above bounden William C. Rogers

by virtue of the power contained in a Mortgage from Walter F. Schabowski and Mabel E. Schabowski, his wife, to Augusta Building and Loan Association, Inc., a body corporate

bearing date the 23rd day of November nineteen hundred and fifty-five,

and recorded among the Land Records of Anne Arundel County, in Liber GTC No. 984, Folio 313, 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.

Now the Conditions of this Obligation are Such, That if the above bounden William C. Rogers

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

Signed, Sealed and Delivered in the presence of
HERBERT C. MOORE

Herbert C. Moore

Attest:
C. Lee Burgess, Assistant Secretary

William C. Rogers (Seal)

(Seal)

(Seal)

UNITED STATES CASUALTY COMPANY

By J. F. Eierman, Res. Vice President.

Approved 16 August 1956
George F. Cromwell, Clerk

Filed 16 Aug., 1956.

8

WINSON G. GOTT, JR., Atty.
Lee Building,
Annapolis, Maryland

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY SITUATE AT FERNDALE IN THE FIFTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY

Under and by virtue of a power of sale contained in a Mortgage from Walter F. Schabowski and Mabel E. Schabowski, his wife, to The Augusta Building and Loan Association, Inc., dated November 23, 1955 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 984, folio 313, default having occurred thereunder, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction, on the premises, at No. 206 Ferndale Road, Ferndale, on

Friday, August 17th, 1956
At 3:30 P. M.

All that lot of ground and improvements thereon in the 5th Election District of Anne Arundel County, described as follows: Beginning for the same on the Northernmost side of Ferndale Road, as shown on a Plat of Ferndale Hilltop, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 7, folio 12, which point of beginning is one hundred and eight-two and sixty-seven one-hundredths feet Northwesterly from the intersection of the Westernmost side of Hollins Ferry Road and the Northernmost side of Ferndale Road and running from thence binding on the Northernmost side of Ferndale Road Northwesterly for a distance of fifty feet, thence Northeasterly at right angles with Ferndale Road a distance of two hundred feet, thence Southeasterly parallel with Ferndale Road, for a distance of fifty feet and thence Southwesterly at right angles to Ferndale Road two hundred feet to the place of beginning, which lots are shown and designated on said Plat as Lots 26 and 27, on Plat of Ferndale Hilltop, recorded among the Land Records of Anne Arundel County in Cabinet 1, Rod U, Plat 13, and recorded now in Plat Book No. 7, folio 12. Known as No. 206 Ferndale Road. Being the same property which by Deed dated November 23, 1955 and recorded in Liber G. T. C. No. 984, folio 310, was granted and conveyed by Rowhl Title Holding Corporation to Walter F. Schabowski and Mabel E., his wife.

Subject to an annual ground rent of $90.00, payable half-yearly on the 23rd day of May and of November.

IMPROVEMENTS: This property is improved by a 2 story shingle dwelling with basement garage.

TERMS OF SALE: Cash. A deposit of $500 will be required of the purchaser at the time of sale; balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County; 6% interest to be paid upon unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to day of sale.

WILLIAM C. ROGERS,
Attorney named in Mortgage
Rogers Building,
118 E. Baltimore Street,
Baltimore, Maryland.

GEORGE W. SCIBLE, Auctioneer. a-2

WILLIAM C. ROGERS, Attorney Named in Mortgage	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
WALTER F. SCHABOWSKI and	*	ANNE ARUNDEL COUNTY
MABEL E. SCHABOWSKI, his wife	*	Equity No. 11,652

* * * * * * * * * * *

REPORT OF SALE

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

The Report of Sale of William C. Rogers, Attorney named in mortgage to make sale of property known as 206 Ferndale Road, Anne Arundel County, Maryland, in the proceedings in said cause mentioned, respectfully shows that after giving bond with security for the faithful discharge of his trust, as prescribed by law, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Maryland Gazette, a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of said sale, said Attorney named in mortgage, William C. Rogers, did pursuant to said notice, on Friday, August 17, 1956 at 3:30 p. m., attend on the premises, and then and there sold at public auction for the highest amount bid the leasehold property mentioned and described in the attached advertisement of sale, which is prayed to be taken as part of this Report, unto Wilbur S. Lilly at and for the price of $9,012.00.

WILLIAM C. ROGERS, Attorney named in mortgage

STATE OF MARYLAND)
) To Wit:
CITY OF BALTIMORE)

I HEREBY CERTIFY THAT ON THIS 22nd day of August, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William C. Rogers, Attorney named in mortgage, and made oath that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and notarial seal.

Herbert C. Moore
Notary Public

FILED
1956 AUG 24 AM 11:37

9

WINSON G. GOTT, Jr., Attorney
Lee Building
Annapolis, Maryland

ATTORNEY'S SALE

OF VALUABLE

Leasehold Property

SITUATE AT FERNDALE IN THE FIFTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY

UNDER and by virtue of a power of sale contained in a Mortgage from Walter F. Schabowski and Mabel E. Schabowski, his wife, to The Augusta Building and Loan Association, Inc., dated November 23, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 984, folio 313, default having occurred thereunder, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction, on the premises at No. 206 Ferndale Road, Ferndale, on

Friday, August 17th, 1956

AT 3:30 P. M.

ALL THAT LOT of ground and improvements thereon in the 5th Election District of Anne Arundel County, described as follows: Beginning for the same on the Northernmost side of Ferndale Road, as shown on a Plat of Ferndale Hilltop, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 7, folio 12, which point of beginning is one hundred and eighty-two and sixty-seven one-hundredths feet Northwesterly from the intersection of the Westernmost side of Hollins Ferry Road and the Northernmost side of Ferndale Road and running from thence binding on the Northernmost side of Ferndale Road Northwesterly for a distance of fifty feet, thence Northeasterly at right angles with Ferndale Road a distance of two hundred feet, thence Southwesterly parallel with Ferndale Road, for a distance of fifty feet and thence Southwesterly at right angles to Ferndale Road two hundred feet to the place of beginning, which lots are shown and designated on said Plat as Lots 26 and 27, on Plat of Ferndale Hilltop, recorded among the Land Records of Anne Arundel County in Cabinet 1, Rod U, Plat 13, and recorded now in Plat Book No. 7, folio 12. Known as 206 Ferndale Road. Being the same property which by Deed dated November 23, 1955 and recorded in Liber G.T.C. No. 984. folio 310. was granted and conveyed by Rowill Title Holding Corporation to Walter F. Schabowski and Mabel E., his wife.

Subject to an annual ground rent of $90.00, payable half-yearly on the 23rd day of May and of November.

IMPROVEMENTS: This property is improved by a 2-story shingle dwelling with basement garage.

TERMS OF SALE: Cash. A deposit of $500 will be required of the purchaser at the time of sale; balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County; 6% interest to be paid upon unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to day of sale.

WILLIAM C. ROGERS,
Attorney Named in Mortgage,
Rogers Building,
113 E. Baltimore Street,
Baltimore, Maryland

Filed
aug 24, 1956
am 11:37

I hereby certify that I have this 17th day of August, 1956, sold the within described property to WILBUR S. LILLY at and for the sum of NINE THOUSAND and TWELVE DOLLARS ($9012.00), being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

George W. Scible, Auctioneer

I hereby certify that I have on August 17th, 1956, purchased the within described property from William C. Rogers, Attorney named in the Mortgage, at and for the sum of NINE THOUSAND and TWELVE DOLLARS ($9,012.00), and hereby agree to comply with the terms of sale as set forth on the reverse side hereof.

Wilbur S Lilly

3-255-1

LIBER 99 PAGE 205

ORDER NISI

William C. Rogers, Attorney Named in Mortgage

versus

Walter F. Schabowski and Mabel E. Schabowski, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,652 Equity

Ordered, this 24 day of August, 1956, That the sale of the Property in these Proceedings mentioned, made and reported by William C. Rogers, Attorney Named in Mortgage, ~~Trustees~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 28 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 28 day of September next.

The report states that the amount of sales ~~XXXX~~ was $ 9,012.00

FILED 1956 Aug 24 AM 11:37 George J. Cromwell Clerk.

True Copy.

TEST: Clerk.

(Final Order)

William C. Rogers, Attorney Named in Mortgage

versus

Walter F. Schabowski and Mabel E. Schabowski, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 29th day of September, 1956, that the sale made and reported by the ~~Trustee~~ Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson Judge.

FILED

1956 SEP 29 AM 11:24

LIBER 99 PAGE 206 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. 11,652 Equity
WILLIAM C. ROGERS, Attorney Named in Mortgage

Vs.

WALTER F. SCHABOWSKI and MABEL E. SCHABOWSKI, his wife.

Ordered, this 24th day of August, 1956, That the sale of the Property in these Proceedings mentioned, made and reported by William C. Rogers, Attorney Named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 28th 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 28th day of September next.

The report states that the amount of sale was $9,012.00.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

8-20

FILED

1956 SEP 29 AM 10:23

No. M.G. 62 84

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 25, 1956

We hereby certify, that the annexed

Order Nisi Sale

Eq. 11,652

Walter F. Schabowski

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 28th day of September, 1956. The first insertion being made the 30th day of August, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

In the Case of

William C. Rogers,
Attorney named in Mortgage
vs.
Walter F. Schabowski
and
Mabel E. Schabowski, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,652 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 20, 1956

All of which is respectfully submitted.

Laura R. Jinkling
Auditor

FILED

1956 NOV 28 PM 12:21

14

Dr. in ac.

William C. Rogers, Attorney named in Mortgage, vs. Walter F. Schabowski and Mabel E. Schabowski, his wife

To Attorney for Fee, viz:	200	00		
To Attorney for Commissions, viz:	304	06	504	06
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	70	30		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	9	69		
United States Casualty Co. - bond premium	40	00		
George W. Scible - auctioneer's fee	35	00		
One-half Federal documentary stamps	5	23		
One-half State documentary stamps	5	22		
Herbert C. Moore - notary fees	1	50	180	94
To Attorney for Ground Rent, viz: Semi-annual ground rent due 11/23/56 ($45.00) - 2 months 24 days	21	00	21	00
To Attorney for Benefit Charges, viz: Anne Arundel County Sanitary Commission- metered water to 8/17/56	11	45	11	45
To The Augusta Building & Loan Ass'n, Inc., mortgagee - this balance on acoount mortgage claim	8,413	62	8,413	62
			9,182	57
Amount of mortgage claim filed	9,655	42		
Cr. Amount allowed above	8,413	62		
Balance subject to decree in personam	1,241	80		

with

William C. Rogers, Attorney named in Mortgage

Cr.

1956						
Aug.	17	Proceeds of Sale	9,012	00		
		Interest on deferred payment of $8,512.00 to 11/14/56 - 2 months 27 days	123	42	9,135	42
		Refund 1956 State and County taxes ($114.86) - 4 months 13 days	42	44		
		Refund 1956 water and sewer benefit charges ($13.00) - 4 months 13 days	4	71	47	15
					9,182	57

ORDER NISI LIBER 99 PAGE 210

William C. Rogers,
Attorney named in Mortgage
VERSUS
Walter F. Schabowski
and
Mabel E. Schabowski, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 11,652 Equity.

1956 NOV 28 PM 12:21

FILED

ORDERED, This 28 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 7 day of January next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 7 day of January next.

George T. Cromwell, Clerk.

Filed Jan 11, 1957 P.M. 3.36

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 11th day of January, 1957, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,652 Equity
WILLIAM C. ROGERS,
Attorney Named In Mortgage
versus
WALTER F. SCHABOWSKI
AND
MABEL E. SCHABOWSKI, His Wife

Ordered, this 28 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 7 day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 7 day of January next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

D-20

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 5, 1957

We hereby certify, that the annexed Order Nisi Eq. 11,652 Auditor Account.

Walter F. Schabowski

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 7th day of January, 1957. The first insertion being made the 6th day of December, 1956

THE CAPITAL-GAZETTE PRESS, INC.

No. M.G. 9229

FILED
1957 JAN 11 AM 9:30

By H. Tilghman

18

LIBER 99 PAGE 211

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
VS	*	FOR
GUS BASILIKO and	*	ANNE ARUNDEL COUNTY
MARIE JOSEPHINE BASILIKO, his wife	*	In Equity
		No. 11,501

* * * * *

MR. CLERK:

Please docket Suit in the above entitled case and file Petitioner's Exhibit "A".

WILLIAM C. ROGERS, Attorney
Named in Mortgage

Winson G. Gott, Jr., Lee Bldg.
Annapolis, Md., Attorney for
Plaintiff

Filed 28 Sept., 1955

8831

City-County Property and Chattels Form.

No. 11,331 Equity

PETITIONER'S EXHIBIT "A"

This Mortgage, Made this 14th day of June, in the year one thousand, nine hundred and fifty-four -- - - -, between GUS BASILIKO and MARIE JOSEPHINE BASILIKO, his wife, - of Washington, in the District of Columbia, - ~~in the State of Maryland~~, Mortgagor s, and FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, - - - - - - - - - - - - - a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor s, being members of said body corporate, have received therefrom an advance of THIRTY-FIVE THOUSAND - - - - - - - - - - - - - - - -($35,000.00) Dollars, being part of the purchase money for the property and chattels hereinafter - - - - - described, - - - - - - - the 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 in installments, with interest thereon from the date hereof at the rate of six - per cent. (- 6%) per annum in the manner following:

By the payment on or before the first day of each month from date hereof;

(A) of the sum of THREE HUNDRED FIFTY ($350.00) -- - - - - - - - - - - Dollars, being principal and interest of said Mortgage indebtedness, which said interest shall be computed by the calendar month: and

(B) of the sum of FORTY EIGHT DOLLARS & TWENTY FIVE CENTS ($48.25) - Dollars, being the present estimated one-twelfth of the annual taxes, water rent, ground rent, insurance premiums and other public charges or assessments for which the property is liable; and if said one-twelfth of the aforesaid charges under Section B aforesaid are insufficient to pay said charges or any additional charges for which the property and chattels may be or become liable, or premiums on life insurance policies that may be assigned to the association and held by it or its successors and assigns, then upon demand of said Mortgagee, its successors or assigns, the mortgagors ., his, her or their heirs, personal representatives or assigns, shall pay such additional monthly amounts as shall be necessary to pay said charges; the aforesaid combined payments under Sections A and B aforesaid to continue until the whole of said principal and interest shall be paid in full, and said combined payments under Sections A and B aforesaid may be applied by the Mortgagee, its successors and assigns in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description for which the property and chattels may be liable, ground rent, fire and life insurance premiums assigned to the association, its successors or assigns, and (3) towards the payment of the aforesaid principal sum.

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 the sum of one dollar, the said Mortgagor s do - - 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:

BEGINNING for the first thereof at a fence post on the westerly side of a 40 foot road leading in a southeasterly direction to the County Road the said post and place of beginning is at the end of the north 34 degrees 45 minutes west 435.5 foot line of the whole tract hereinafter mentioned the said post and place of beginning is distant from the northeast corner of Wilson Carr's barn first course north 55 degrees 15 minutes east 50 feet and north 34 degrees 45 minutes west 100 feet to the beginning point of this description as aforesaid thence running from the beginning point so fixed leaving the said mentioned 40 foot road and with part of the outlines of the said whole tract south 55 degrees 15 minutes west 332.I feet to another fence post thence north 37 degrees 35 minutes west 251.3 feet and north 45 degrees 14 minutes west 464.5 feet more or less to the tide lines of Whitemarsh Creek thence reversing said last mentioned course south 45 degrees 14 minutes east 21 feet to a point so as to follow a traverse line along the tide lines of the said Whitemarsh Creek to tie in the northwesterly corner and the northeasterly corner of the property now being described north 47 degrees 18 minutes east 109.5 feet north 29 degrees 44 minutes east 186.65 feet and north 48 degrees 03 minutes east 133.1 feet to an iron pipe heretofore set by Edward Hall, Jr. County Surveyor January, 1933 thence leaving the said tide lines of Whitemarsh Creek and running with and reverse of the lines of the said last mentioned survey with the bearings now fixed to follow the lines so established as fixed by iron pipe at the time of the said Hall, Survey south 35 degrees 05 minutes east 219.56 feet to another iron pipe heretofore set thence north 56 degrees 17 minutes east 15.3 feet to another iron pipe heretofore set thence south 35 degrees 05 minutes east 579.1 feet to the place of beginning. Containing according to the said Hall survey 6.55 acres of land more or less. The above described 6.55 acre was surveyed by Edward Hall, Jr. County Surveyor January, 1933 and was re-surveyed by J. Revell Carr, May, 1941.

BEGINNING for the second thereof at a fence post at the end of the south 55

Filed 28 Sept, 1955

degrees 15 minutes west 332.1 foot line of a tract of land containing 27.5 acres which was conveyed to W. Meade Holladay by Robert W. Carr by deed dated June 29, 1926 and recorded in Liber W.M.B. No. 27 folio 32 the said post and place of beginning is the southwest corner of a 6.55 acre tract of land which was conveyed by the said W. Meade Holloday et al to William E. Williams and Mary Williams, his wife, by deed dated February 20, 1933 and recorded in Liber F.S.R. No. 107 folio 354 thence running from the beginning point so fixed and with the westerly boundary lines of the said last mentioned conveyance which is also the westerly boundary lines of the said mentioned 27.5 acre tract north 37 degrees 35 minutes west 251.3 feet and north 45 degrees 14 minutes west 464.5 feet to the tide line of Whitemarsh Creek thence leaving the lines of both of the said mentioned tracts and with the said tide lines south 44 degrees 46 minutes west 5 feet thence leaving the said tide lines and running for a newly established boundary line as agreed upon by the parties owning the said 6.55 acre tract and Samuel J. Carr and Mary R. Carr, his wife owners of the property adjoining hereto on the west parallel with and 5 feet westerly from the above mentioned first and second lines of this description south 45 degrees 14 minutes east 21 feet to a stake thence continuing said last mentioned course south 45 degrees 14 minutes east 442.6 feet to an iron pipe thence south 37 degrees 35 minutes east 250.88 feet to a locust post thence north 55 degrees 15 minutes east 5 feet to the place of beginning. Containing 0.08 acres of land. According to a survey made by J. Revell Carr, May 21, 1941. Situate on White Marsh Creek, Anne Arundel County, Md

BEGINNING for the third thereof at a pipe set on the northwest side of the County Road leading to Carr's Wharf which point of beginning is south 55 degrees 17 minutes west 690.0 feet from the end of the south 34 degrees 43 minutes east 477.6 foot line of the conveyance from W. Meade Holladay et al to Ellen V. Holmes by deed dated March 21, 1935 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 135 folio 456 and is on the northeast side of a 40 foot road with use in common thence leaving said County Road and binding on the northeast side of the 40 foot road hereinbefore referred to north 34 degrees 20 minutes west 450.0 feet to a pipe and north 34 degrees 43 minutes west 200 feet to a pipe thence leaving said road north 55 degrees 17 minutes east 197 feet to a pipe thence south 34 degrees 43 minutes east 200 feet to a pipe and south 35 degrees 05 minutes east 450 feet to a pipe set on the northwest side of the County Road hereinbefore referred to thence binding on the northwest side of same south 55 degrees 17 minutes west 200 feet to the beginning. Containing 2.73 acres of land more or less. Situate on the east side of the 40 foot road leading into Camp Wabanna.

SAVING AND EXCEPTING those portions of the aforesaid lot of ground and more particularly described in two Deeds, the first dated December 17, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 513, folio 234, from WABANNA BIBLE CONFERENCE ASSOCIATION, INC. to MAY P. WILLIAMS, the second dated July 17, 1952, and recorded among the aforesaid Land Records in Liber J.H.H. No. 711, folio 202, from WABANNA BIBLE CONFERENCE ASSOCIATION to ARTHUR V. JARRETT and BEULAH MAE JARRETT.

BEING the same lots of ground which by Deed dated even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto, were granted and conveyed by JACK COOK and HELEN COOK, his wife, to GUS BASILIKO and MARIE JOSEPHINE BASILIKO, his wife, the within Mortgagors.

TOGETHER with the following chattels: 21 double beds; 36 single beds; 42 dressers; 24 lamps; 8 electric stoves; 119 chairs; 38 tables; 10 electric refrigerators; 2 ice boxes; 11 sofas; 3 tables and benches; 16 bench chairs; 3 pianos; 1 piano stool; 2 desks; 1 coca cola box; 7 mattresses; 7 bed springs; 8 chests of drawers; 4 hot water heaters; 1 potato peeler; 2 large gas ranges; 1 water cooler; 1 large china chest; 1 small chest; 2 electric ranges; 1 clothes wardrobe; 1 phonograph; 1 sideboard; 1 cabinet; 17 single cots; and all chattels and everything used in connection with the business being conducted on the premises hereinbefore described.

Including in this mortgage those lots being the same lots by deed dated even date herewith and recorded prior hereto were granted and conveyed by WILLIAM A. EMMANS and wife, to GUS BASILIKO and wife, the within Mortgagors.

ADDITIONAL payments on principal will be permitted on thirty days prior written notice. If total payments on account of principal exceed twenty per centum (20%) of the original mortgage in any one mortgage year a prepayment fee on such excess will be charged during the first mortgage year at the rate of two per cent (2%), and during any mortgage year thereafter at the rate of one per cent (1%).

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 - - - lots - of ground and premises unto the said Mortgagee, its successors and assigns, ~~for and during 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 rental of $ xxxxxxxxxxxxxxxx payable in equal semi-annual instalments on the xxxxxxxxxxxxxx day of xxxxxxxxxxxxxxx and xxxxxxxxxxxxxxx in each and every year~~ forever in fee simple.

Provided, however, if the said Mortgagor S , 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 Mortgagor S , for themselves, their heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings and chattels on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of the failure of the Mortgagor S , their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable, the Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises and chattels 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 and chattels for the foreclosure of the same; (4) to pay premiums on any life insurance policy or policies assigned to the Association or wherein the Association is the beneficiary and which is held by the Association as additional collateral for this indebtedness, the Mortgagee, its successors or assigns, being hereby authorized to pay said premiums from time to time and the amounts so paid shall then be added to the principal debt named herein and bear interest at the rate of six - -per cent. (6%) per annum from the date or dates of said payments, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises and chattels for the amount so paid together with interest thereon, so that same shall become so much additional indebtedness secured by this mortgage, and be included in any decree of foreclosure, or sale of this property and chattels; (5) to pay whatever sum or sums to the Mortgagee, its successors or assigns, when called upon, for the payment of taxes, water rent, ground rent, fire and life insurance premiums and other public charges or assessments for which the property and chattels hereinbefore described may be legally liable, if and in the event said Mortgagee, its successors or assigns has not collected each month sufficient money for the payment of said annual taxes, water rent, ground rent, insurance premiums or public charges or assessments for which the property and chattels hereinbefore described may be legally liable; (6) to permit, commit or suffer no waste, impairment or deterioration of said property and chattels, or any part thereof, and upon the failure of the Mortgagor S , their - heirs, personal representatives and assigns, to keep the buildings and chattels on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings and chattels or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor S , their - heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (7) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct: (8) should any distraint be issued or levy made on any of the chattels aforesaid then this mortgage shall be considered in default and liable to foreclosure as herein provided; (9) that should the title to the herein mortgaged property and chattels or any part thereof or any of said chattels be acquired by any person, persons, partnership or corporation, other than the Mortgagor S , 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 S , 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; (10) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days.

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

AND the said Mortgagor S, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, do hereby (1) declare their assent to the passing of a decree for the sale of the herein described property and chattel at any time after the recording of this mortgage, (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); and the said Mortgagor S do hereby (2) also authorize the said Mortgagee, its successors or assigns, or **William C. Rogers,** its duly authorized Attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property and chattel. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper printed in the county or city in which the land, or some portion thereof, is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of SEVEN HUNDRED ($700.00) Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making said sale equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagor S , their 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 S, or their 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 that they - - will warrant specially the property hereby conveyed, and that they - - will execute such further assurances as may be requisite.

WITNESS the hand S and seal S of the said Mortgagor S.

WITNESS:

Ruby C. Quandt

RUBY C. QUANDT

Gus Basiliko (SEAL)
GUS BASILIKO

Marie Josephine Basiliko (SEAL)
MARIE JOSEPHINE BASILIKO

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 14th day of June, 1954, before me, the subscriber, a Notary Public, of the State of Maryland in and for Queen Anne's County - - - - - personally appeared GUS BASILIKO and MARIE JOSEPHINE BASILIKO, his wife, - the Mortgagors, named in the aforegoing mortgage, satisfactorily proven to be the persons whose names are subscribed to the within instrument and they - acknowledged the aforegoing mortgage to be their act, and that they executed the same for the purposes therein contained. At the same time also appeared STANLEY L. HOLMES, - - - - - - - - - - - - - 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 that he is Agent of said Mortgagee, duly authorized to make this Affidavit.

AS WITNESS my hand and Notarial Seal

RUBY C. QUANDT NOTARY PUBLIC QUEEN ANNE'S COUNTY, MD.

Ruby C. Quandt
Notary Public.

My commission expires May 2nd - -, 1955

RUBY C. QUANDT

Recorded- 16 June, 1954, at 1:20 P.M.

MORTGAGE

FROM

GUS BASILIKO and

MARIE JOSEPHINE BASILIKO, his wife

TO

FRATERNITY FEDERAL SAVINGS

AND LOAN ASSOCIATION

BLOCK NO.

Received for Record 19

at o'clock M. Same day recorded in

Liber No. Folio etc.,

one of the Land Records of

and examined per

, Clerk.

Received for Record 16 Day of June 1954 at 1:20 P.M. and the same day recorded in Liber J. H. H. No. 840 Fol. 48, Land Records of Anne Arundel County.

JOHN H. HOPKINS, 3rd Clerk

THE SECURITY TITLE GUARANTEE CORPORATION OF BALTIMORE

The Rogers Building
113 E. Baltimore Street
Baltimore 2, Md.

FILE NO. 25688

WRITTEN BY

FORM APPROVED

READY FOR RECORD

LIBER 99 PAGE 216

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
VS	*	FOR
GUS BASILIKO and	*	ANNE ARUNDEL COUNTY
MARIE JOSEPHINE BASILIKO, his wife	*	In Equity
	* * * * *	No. 11,501

STATE OF MARYLAND)
) To Wit:
CITY OF BALTIMORE)

On this 26th day of September, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared William C. Rogers, Plaintiff in the above entitled cause, who being duly sworn according to law, deposed and said:

That Gus Basiliko and Marie Josephine Basiliko, his wife, are the owners of the mortgaged property described in the mortgage filed in these proceedings; and upon diligent inquiry it has been found that the said Gus Basiliko and Marie Josephine Basiliko, his wife, are not now in the military service of the United States.

WILLIAM C. ROGERS, Affiant

Sworn to, acknowledged and subscribed to before me, the day and year first above written.

Herbert C. Moore

NOTARY PUBLIC BALTIMORE, MD.

Filed 28 Sept., 1955.

6

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
VS	*	FOR
GUS BASILIKO and	*	ANNE ARUNDEL COUNTY
MARIE JOSEPHINE BASILIKO, his wife	*	In Equity
	* * * * *	No. 11,501

STATE OF MARYLAND)
) To Wit:
CITY OF BALTIMORE)

On this 4th day of October, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared William C. Rogers, Plaintiff in the above entitled cause, who being duly sworn according to law, deposed and said:

That Gus Basiliko and Marie Josephine Basiliko, his wife, are the owners of the mortgaged property described in the mortgage filed in these proceedings; and upon diligent inquiry it has been found that the said Gus Basiliko and Marie Josephine Basiliko, his wife, are not now in the military service of the United States.

WILLIAM C. ROGERS, Affiant

Sworn to, acknowledged and subscribed to before me, the day and year first above written.

HERBERT C. MOORE, Notary Public

HERBERT C. MOORE NOTARY PUBLIC BALTIMORE, MARYLAND

FILED
1956 OCT -5 AM 9:58

7

LIBER 99 PAGE 218

WILLIAM C. ROGERS, Attorney Named in Mortgage	*	IN THE
	*	CIRCUIT COURT
Vs.	*	FOR
GUS BASILIKO and	*	ANNE ARUNDEL COUNTY
MARIE JOSEPHINE BASILIKO, his wife	*	In Equity
* * * * * * *		No. 11,501

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Fraternity Federal Savings and Loan Association, under the mortgage from Gus Basiliko and Marie Josephine Basiliko, his wife, to Fraternity Federal Savings and Loan Association, dated June 14, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 840, folio 48.

September 6, 1956

Gus Basiliko and wife
White Marsh Creek
Camp Wabanna, Anne Arundel County

Original Amount of Loan	$ 35,000.00
Interest on Loan to Sept. 30	4,606.41
Fire Insurance	1,059.40
Taxes	1,533.57
	$ 42,199.38
Less amount of Payments	8,871.50
Balance due on Loan	$ 33,327.88

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

BY William G. Riggs
WILLIAM G. RIGGS, Acting Secretary

STATE OF MARYLAND)
) To Wit:
CITY OF BALTIMORE)

I HEREBY CERTIFY That on this 2nd day of October, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William G. Riggs, Acting Secretary of Fraternity Federal Savings and Loan Association, and William C. Rogers, Attorney Named in Mortgage, and made oath in due form of law that the aforegoing is a true and just Statement of the amount of the Mortgage Claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

FILED
1956 OCT 5 AM 9:58

Herbert C. Moore
HERBERT C. MOORE Notary Public

Mortgagee and Attorney's Bond. LIBER 99 PAGE 219 US 1-369

No 11,501 Equity

UNITED STATES CASUALTY COMPANY

60 JOHN STREET, NEW YORK

Know All Men by These Presents:

That we William C. Rogers

113 E. Baltimore Street, Baltimore 2, Maryland ------ as Principal and UNITED STATES CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of ----------

----THIRTY-FOUR THOUSAND ($34,000.00)----------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 3rd day of October in the year nineteen hundred and fifty-six.

Whereas, the above bounden William C. Rogers

by virtue of the power contained in a Mortgage from Gus Basiliko and Marie Josephine Basiliko, his wife, to Fraternity Federal Savings and Loan Association, a body corporate bearing date the 14th day of June nineteen hundred and fifty-four and recorded among the Land Records of Anne Arundel County, in Liber JHH No. 840, Folio 48, and

87

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

Now the Conditions of this Obligation are Such, That if the above bounden William C. Rogers

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

Signed, Sealed and Delivered in the presence of

Herbert C. Moore

G. Lee Burgess

William C. Rogers (Seal)

(Seal)

(Seal)

UNITED STATES CASUALTY COMPANY,

By J. F. Fierman, Res. Vice President

Attest: Herbert C. Moore

G. Lee Burgess, Assistant Secretary

FILED

1956 OCT -5 AM 9:58

Bond approved and filed this 5th day of October 1956

George T. Cromwell Clerk

9

WILLIAM C. ROGERS, Attorney Named in Mortgage	*	IN THE
	*	CIRCUIT COURT
Vs.	*	FOR
GUS BASILIKO and	*	ANNE ARUNDEL COUNTY
MARIE JOSEPHINE BASILIKO, his wife	*	In Equity
	* * * * * * * * * *	No. 11. 501

REPORT OF SALE

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

The Report of Sale of William C. Rogers, Attorney named in Mortgage to make sale of fee simple property on Whitemarsh Creek, also known as Rhode Harbor, First Election District of Anne Arundel County, near Mayo, Maryland, in the proceedings in said cause mentioned, respectfully shows that after giving bond with security for the faithful discharge of his trust, as prescribed by law, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Maryland Gazette, Glen Burnie, Maryland, a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of said sale, said Attorney named in Mortgage, William C. Rogers, did pursuant to said notice on Saturday, October 6, 1956, at 11:00 o'clock a.m., attend at the Court House Door, and then and there sold at public auction for the highest amount bid the fee simple property mentioned and described in the attached advertisement of sale, which is prayed to be taken as part of this Report, unto C. Maurice Weidemeyer and Caroline Weidemeyer, his wife, at and for the price of $30,000.00.

AFS

WILLIAM C. ROGERS, Attorney Named in Mortgage

STATE OF MARYLAND)
) To Wit:
CITY OF BALTIMORE)

I HEREBY CERTIFY That on this 8th day of October, 1956, before me, a subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William C. Rogers, Attorney named in Mortgage, and made oath that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

HERBERT C. MOORE Notary Public

FILED
1956 OCT 10 AM 11 37

10

LIBER 99 PAGE 221

WINSON G. GOTT, JR., Attorney
Lee Building,
Annapolis, Maryland

Attorneys' Sale

OF VALUABLE FEE SIMPLE WATERFRONT PROPERTY ON WHITEMARSH CREEK, ALSO KNOWN AS RHODE HARBOR, NEAR CHESAPEAKE BAY, FIRST ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, NEAR MAYO, MARYLAND

Under and by virtue of a power of sale contained in a Mortgage from Gus Basiliko and Marie Josephine Basiliko, his wife, to Fraternity Federal Savings and Loan Association, dated June 14, 1954, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 840, folio 48, default having occurred thereunder, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, Maryland, on

Saturday, Oct. 6th, 1956 at 1100 A. M.

All those lots or parcels of ground in the First Election District near Mayo described as follows:

Beginning for the first thereof at a fence post on the westerly side of a 40 foot road leading in a southeasterly direction to the County Road the said post and place of beginning is at the end of the North 34 degrees 45 minutes West 435.5 foot line of the whole tract hereinafter mentioned the said post and place of beginning is distant from the northeast corner of Wilson Carr's barn first course North 55 degrees 15 minutes East 50 feet and North 34 degrees 45 minutes West 100 feet to the beginning point of this description as aforesaid thence running from the beginning point so fixed leaving the said mentioned 40 foot road and with part of the outlines of the said whole tract South 55 degrees 15 minutes West 332.1 feet to another fence post thence North 37 degrees 35 minutes West 251.3 feet and North 45 degrees 14 minutes West 464.5 feet more or less to the tide lines of Whitmarsh Creek thence reversing said last mentioned course South 45 degrees 14 minutes East 21 feet to a point so as to follow a traverse line along the tide lines of the said Whitemarsh Creek to tie in the northwesterly corner and the northeasterly corner of the property now being described North 47 degrees 18 minutes East 109.5 feet, North 20 degrees 44 minutes East 180.65 feet and North 48 degrees 03 minutes East 133.1 feet to an iron pipe heretofore set by Edward Hall, Jr., County Surveyor, January, 1933, thence leaving the said tide lines of Whitemarsh Creek and running with and reverse of the lines of the said last mentioned survey with the bearings now fixed to follow the lines so established as fixed by iron pipe at the time of the said Hall Survey South 35 degrees 05 minutes East 219.56 feet to another iron pipe heretofore set thence North 50 degrees 17 minutes East 15.3 feet to another iron pipe heretofore set thence South 35 degrees 05 minutes East 670.1 feet to the place of beginning. Containing according to the said Hall survey 6.55 acres of land, more or less. The above described 6.55 acres was surveyed by Edward Hall, Jr., County Surveyor, January 1933 and was re-surveyed by J. Revell Carr, May, 1941.

Beginning for the second thereof at a fence post at the end of the South 55 degrees 15 minutes West 332.1 foot line of a tract of land containing 27.5 acres which was conveyed to W. Meade Holladay by Robert W. Carr by deed dated June 29, 1926 and recorded in Liber W. M. B. No. 27, folio 32 the said post and place of beginning is the southwest corner of a 6.55 acre tract of land which was conveyed by W. Meade Holladay et al to William E. Williams and Mary Williams, his wife, by deed dated February 20, 1933 and recorded in Liber F. S. R. No. 107, folio 354 thence running from the said beginning point so fixed and with the westerly boundary lines of the said last mentioned conveyances which is also the westerly boundary lines of the said mentioned 27.5 acre tract North 37 degrees 35 minutes West 251.3 feet and North 45 degrees 14 minutes West 404.5 feet to the tide line of Whitemarsh Creek thence leaving the lines of both of the said mentioned tracts and with the said tide lines South 44 degrees 46 minutes West 5 feet thence leaving the said tide lines and running for a newly established boundary line as agreed upon by the parties owning the said 6.55 acre tract and Samuel J. Carr and Mary R. Carr, his wife, owners of the property adjoining hereto on the west parallel with and 5 feet westerly from the above mentioned first and second lines of this description South 45 degrees 14 minutes East 21 feet to a stake thence continuing said last mentioned course South 45 degrees 14 minutes East 442.6 feet to an iron pipe thence South 37 degrees 35 minutes East 250.88 feet to a locust post thence North 55 degrees 15 minutes East 5 feet to the place of beginning. Containing 0.08 acres of land. According to a survey made by J. Revell Carr, May 21, 1941.

Beginning for the third thereof at a pipe set on the northwest side of the County Road leading to Carr's Wharf which point of beginning is South 55 degrees 17 minutes West 690.0 feet from the end of the South 34 degrees 43 minutes East 477.6 foot line of the conveyance from W. Meade Holladay et al to Ellen V. Holmes by deed dated March 21, 1935 and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 135, folio 456 and is on the northeast side of a 40 foot road with use in common thence leaving said County Road and binding on the northeast side of the 40 foot road hereinbefore referred to North 34 degrees 20 minutes West 450.0 feet to a pipe and North 34 degrees 43 minutes West 200 feet to a pipe thence leaving said road North 55 degrees 17 minutes East 197 feet to a pipe thence South 34 degrees 43 minutes East 200 feet to a pipe and South 35 degrees 05 minutes East 450 feet to a pipe set on the northwest side of the County Road hereinbefore referred to thence binding on the northwest side of same South 55 degrees 17 minutes West 200 feet to the beginning. Containing 2.73 acres of land, more or less. Situate on the east side of the 40 foot road leading into Camp Wabenna.

SAVING and EXCEPTING those portions of the aforesaid lot of ground and more particularly described in two Deeds, the first dated December 17, 1928 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 513, folio 234, from Wabenna Bible Conference Association, Inc., to May P. Williams, approximately

0.3443 acres the second dated July 17, 1952 and recorded among the aforesaid Land Records in Liber J.H.H. No. 711, folio 202, from Wahanna Bible Conference Association to Arthur V. Jarratt and Beulah Mae Jarrett, approximately 0.2261 acres.

Being the same lots which by deed dated June 14, 1954, recorded among the aforesaid Land Records in Liber J. H. H. No. 840, folio 42 were granted and conveyed by Jack Cook and Helan Cook, his wife to said Mortgagors, Gus Basiliko and Marie Josephine Basiliko, his wife.

AND, ALSO those lots which by deed dated June 14, 1954 and recorded among the aforesaid Land Records in Liber J. H. H. No. 840, folio 45, were granted and conveyed by William A. Emmans and wife to said Gus Basiliko and wife, and more particularly described in said deed.

Subject to the legal operation and effect of any restrictions or pole line agreements of record.

IMPROVEMENTS: Improved by various buildings and cabins used for summer camp purposes.

Together with the following chattels: 21 double beds; 36 single beds; 42 dressers; 24 lamps; 8 electric stoves; 119 chairs; 38 tables; 10 electric refrigerators; 2 ice boxes; 11 sofas; 3 tables and benches; 16 bench chairs; 3 pianos; 1 piano stool; 2 desks; 1 Coca Cola box; 7 mattresses; 7 bed springs; 8 chests of drawers; 4 hot water heaters; 1 potato peeler; 2 large gas ranges; 1 water cooler; 1 large china chest; 1 small chest; 2 electric ranges; 1 clothes wardrobe; 1 phonograph; 1 sideboard; 1 cabinet; 17 single cots; and all chattels and everything used in connection with the business conducted on the premises hereinbefore described.

TERMS OF SALE: Cash. A deposit of $3,000 will be required of the purchaser at the time of sale; balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County; 6% interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to day of sale.

WILLIAM C. ROGERS,
Attorney Named in Mortgage,
The Rogers Building,
113 E. Baltimore Street,
Baltimore, Maryland.

GEORGE W. SCIBLE, Auctioneer. O-4

LIBER 99 PAGE 224

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

WINSON G. GOTT, Jr., Attorney
Lee Building, Annapolis, Md.

ATTORNEY'S SALE

OF VALUABLE FEE SIMPLE

Waterfront Property

ON WHITEMARSH CREEK, ALSO KNOWN AS RHODE HARBOR, NEAR CHESAPEAKE BAY, FIRST ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, NEAR MAYO, MARYLAND

UNDER and by virtue of a power of sale contained in a Mortgage from Gus Basiliko and Marie Josephine Basiliko, his wife, to Fraternity Federal Savings and Loan Association, dated June 14, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 840, folio 48, default having occurred thereunder, the undersigned Attorney named in said Mortgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, Maryland, on

Saturday, October 6th, 1956

At 11:00 A. M.

BEING those parcels of land containing in all approximately 8.79 acres.

IMPROVED by 12 cottages, large two story administration building, large dining hall, chapel, bath house, etc., used for summer camp purposes, together with various chattels therein.

TERMS OF SALE: Cash. A deposit of $3,000.00 will be required of the purchaser at the time of sale; balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County; 6% interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to day of sale.

FOR FULL description see copies of Maryland Gazette, Glen Burnie, Md., September 13, 20, 27 and October 4.

WILLIAM C. ROGERS,
Attorney Named in Mortgage,
The Rogers Building,
113 E. Baltimore Street,
Baltimore, Maryland.

I hereby certify that I have on this 6th day of October, 1956, sold the within described property to C. Maurice Weidemeyer and Caroline Weidemeyer, his wife at and for the sum of Thirty Thousand Dollars - ($30,000.00) they being at that figure the highest bidders therefor, and I further certify that said sale was fairly made.

George W. Scible, Auctioneer

I hereby certify that C. Maurice Weidemeyer and wife have on October 6th, 1956, purchased the within described property from William C. Rogers, Attorney named in the Mortgage, at and for the sum of Thirty Thousand Dollars ($30,000.00), and I hereby agree to comply with the terms of sale as set forth on the reverse side hereof.

C. Maurice Weidemeyer

FILED

1956 OCT 10 AM 11:41

LIBER 99 PAGE 226

ORDER NISI

WILLIAM C. ROGERS, Attorney Named in Mortgage

versus

GUS BASILIKO and MARIE JOSEPHINE BASILIKO, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,501 Equity

Ordered, this 10 day of October, 1956, That the sale of the Property in these Proceedings mentioned made and reported by William C. Rogers, Attorney Named in Mortgage ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19 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 19 day of November next.

The report states that the amount of sales ~~was~~ was $ 30,000.00

Filed 1956 Oct 10 AM 11:37

George T. Bromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

WILLIAM C. ROGERS, Attorney Named in Mortgage

versus

GUS BASILIKO and MARIE JOSEPHINE BASILIKO, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 20th day of November, 1956, that the sale made and reported by the ~~Trustee~~ Attorney aforesaid, be and the same is hereby Ratified and Confirmed finally no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson Judge

Filed 20/Nov/1957

13

LIBER 99 PAGE 227

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,501 Equity
WILLIAM C. ROGERS, Attorney Named in Mortgage

Vs.

GUS BASILIKO and MARIE JOSEPHINE BASILIKO, his wife.

Ordered, this 10th day of October, 1956, That the sale of the Property in these Proceedings mentioned, made and reported by William C. Rogers, Attorney Named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19th 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 10th day of November next.

The report states that the amount of sale was $30,000.00.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

N-8

FILED
1956 NOV 20 AM 11: 22

No. M.G. 8 [illegible] 6

14

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 12, 1956

We hereby certify, that the annexed

Order Nisi Sale

Eq. 11,501

Gus Basiliko

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 19th day of November, 1956. The first insertion being made the 18th day of October, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

LIBER 99 PAG. 228

In the Case of

William C. Rogers,
Attorney named in Mortgage
vs.
Gus Basiliko
and
Marie Josephine Basiliko, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,501 Equity

To the Honorable, the Judges of said Court:

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

December 4, 1956

All of which is respectfully submitted.

Laura K. Gibbons
Auditor.

FILED

1956 DEC -6 AM 11:28

14

Dr. William C. Rogers, Attorney named in Mortgage, vs. Gus Basiliko in ac.
and Marie Josephine Basiliko, his wife

To Attorney for Fee, viz:	700	00		
To Attorney for Commissions, viz:	884	32	1,584	32
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	143	76		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Capital-Gazette Press - advertising in "Evening Capital"	2	64		
Speer Publications, Inc. - handbills	9	69		
The Washington Post - advertising sale	50	22		
Evening Star Newspaper Co. - advertising sale	46	08		
U. S. Casualty Co. - bond premium	136	00		
George W. Scible - auctioneer's fee	50	00		
One-half Federal documentary stamps	16	50		
One-half State documentary stamps	16	50		
Herbert C. Moore - notary fees	1	50	486	89
To Fraternity Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	28,508	26	28,508	26
			30,630	97
Amount of mortgage claim filed	33,327	88		
Cr. Amount allowed above	28,508	26		
Balance subject to decree in personam	4,819	62		

with

William C. Rogers, Attorney named in Mortgage

Cr.

1956						
Oct.	6	Proceeds of Sale	30,000	00		
		Interest on deferred payment of				
		$27,000.00 - 2 months 24 days	216	00	30,216	00
		Refund 1956 State and County taxes-				
		2 months 24 days	199	64		
		Refund fire insurance premium	215	33	414	97
					30,630	97

17

ORDER NISI

LIBER 99 PAGE 231

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

William C. Rogers,

Attorney named in Mortgage

VERSUS

Gus Basiliko

and

Marie Josephine Basiliko, his wife

No. 11,501 Equity.

FILED

1956 DEC -6 AM 11:28

ORDERED, This 6 day of December, 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 14 day of January next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14 day of January next.

George J. Cromwell, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 15th day of January, 1957, 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

1957 JAN 15 PM 3:52

18

LIBER 99 PAGE 232 OFFI 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. 11,501 Equity
WILLIAM C. ROGERS,
Attorney Named In Mortgage
versus
GUS BASILIKO
And
MARIE JOSEPHINE BASILIKO,
His Wife

Ordered, this 6th day of December, 1956, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 14th day of January next. Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14th day of January next.

GEORGE T. CROMWELL, Clerk

True Copy: Test:
GEORGE T. CROMWELL, Clerk

D-27

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 5, 1957

We hereby certify, that the annexed

Order Nisi Eq. 11,501
Auditor Account
Gus Basiliko

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 14th day of January, 1957. The first insertion being made the 13th day of December, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
1957 JAN 11 AM 9:30

No. M.G. 92 [illegible]

19

LIBER 80 PAGE 233

MINNIE E. STINCHCOMB Pasadena, Maryland	:	NO. 11,178 EQUITY
EDITH STINCHCOMB JENKINS Pasadena, Maryland	:	
		IN THE
HERMAN A. STINCHCOMB 1616 East 29th Street Baltimore, Maryland	:	
	:	
LORRAINE F. JENKINS 510 Maud Avenue Baltimore 25, Maryland	:	CIRCUIT COURT
VS.	:	FOR
THEODORE S. STINCHCOMB Tick Neck Road Pasadena, Maryland	:	ANNE ARUNDEL COUNTY

:::::::

BILL OF COMPLAINT FOR PARTITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

YOUR ORATORS, complaining, say:

FIRST: That Alfred A. Stinchcomb, late of Anne Arundel County, deceased, was, in his lifetime and at the time of his death, siezed and possessed in fee simple, absolutely, of a tract or parcel of farm land situate in the Third Election District of Anne Arundel County, Maryland, adjoining and abutting upon Tick Neck Road and more particularly described as follows:

> A. 125 acres, more or less, acquired by the said decedent from Thomas F. Bottomly and Aletha J. Bottomly, his wife, by deed dated November 22, 1910, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 78, folio 269; 35¼ acres, more or less, acquired by the said decedent from Thomas F. Bottomly and Aletha J. Bottomly, his wife, by deed dated December 21, 1918, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 9, folio 213; 3 roods and 30 perches of land acquired by the said decedent from The Board of Education of Anne Arundel County, a body corporate, by deed dated September 20, 1927, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 15, folio 367; the three said tracts of land being more particularly described in the aforesaid deeds, certified copies of which deeds are filed herewith and marked, respectively, "Complainants' Exhibits A, B and C."

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Filed 10 Nov., 1954

B. Saving and excepting therefrom the following-described property which the said decedent, in his lifetime, conveyed away out of the three above-described tract of land: 18 1/3 acres of land, more or less, conveyed to Frank Simmons and Louise Simmons, his wife, by deed dated January 15, 1923, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 64, folio 201; 1/2 acre of land, more or less, conveyed to Charles I. Chaney and Irene H. Chaney, his wife, by deed dated October 10, 1924, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 101, folio 144; 2.32 acres of land, more or less, conveyed to John McGregor and Ida I. McGregor, his wife, by deed dated September 18, 1929, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 60, folio 302; the three said tracts of land being more particularly described in the aforesaid deeds, certified copies of which deeds are filed herewith and marked, respectively, "Complainants' Exhibits D, E and F."

SECOND: That the above-described real property of which the said Alfred A. Stinchcomb was siezed and possessed at his death, together with the farmhouse and other improvements thereon, is valued at $70,000.00.

THIRD: That being so siezed and possessed, the said Alfred A. Stinchcomb departed this life on or about the 13th day of May, 1939, testate; that by his Last Will and Testament, which has been duly probated by the Orphans' Court of Anne Arundel County, the said testator devised and bequeathed all of his property, real and personal, in the following manner, to wit: one-third to his wife, Minnie E. Stinchcomb, and the rest and residue in equal shares to his daughter, Edith Jenkins; his son, Theodore Stinchcomb; his daughter, Elva M. Filby; and his son, Herman A. Stinchcomb; a certified copy of said Last Will and Testament is filed herewith and marked "Complainants' Exhibit G."

FOURTH: That the said devisee, Minnie E. Stinchcomb, widow, a complainant herein, is of full age, has not remarried and resides at Pasadena, Anne Arundel County, Maryland.

FIFTH: That the said devisee, Edith Stinchcomb Jenkins, daughter, a complainant herein, is of full age, is married to William Jenkins and resides at Pasadena, Anne Arundel County, Maryland.

SIXTH: That the said devisee, Herman A. Stinchcomb, son, a complainant herein, is of full age, is married to Emma Stinchcomb and resides

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

2

at No. 1616 East 29th Street, Baltimore, Maryland.

SEVENTH: That the said devisee, Theodore Stinchcomb, son, the respondent herein, is of full age, is married to Madeline Stinchcomb, and resides at Tick Neck Road, Pasadena, Anne Arundel County, Maryland.

EIGHTH: That the said devisee, Elva M. Filby, daughter, predeceased the said testator, having departed this life on or about the 9th day of July, 1936, leaving surviving her as her heirs at law, her husband Herbert Clayton Filby, and their daughter, Lorraine Filby Jenkins.

NINTH: That the said Herbert Clayton Filby, husband and heir at law of the said devisee, Elva M. Filby, departed this life, intestate, in the City of Baltimore, Maryland, on or about the 21st day of March, 1950, never having remarried after the death of his said wife, Elva M. Filby, and leaving as his only heir at law his said daughter, Lorraine Filby Jenkins; that the estate of the said Herbert Clayton Filby has been duly administered in the Orphans' Court of Baltimore City, notice to his creditors was duly advertised, and the estate closed; that no real estate inventory was filed in the said administration proceedings; and the interest of the said Herbert Clayton Filby in and to the property described in Paragraph One above was not included in the list of assets of the said decedent.

TENTH: That the said Lorraine Filby Jenkins, daughter and heir at law of the said devisee, Elva M. Filby, and the said Herbert Clayton Filby, and a complainant herein, is of full age, is married to Owen Jenkins, and resides at No. 510 Maud Avenue, Baltimore 25, Maryland.

ELEVENTH: That the said respondent, Theodore Stinchcomb, has consistently, over a period of years, farmed parts of the property without the consent of the other heirs and has taken possession of the property and used it for his own purposes, to the exclusion of the other heirs and without contribution to them for the rents and profits derived therefrom.

TWELFTH: That the complainants have obtained an offer of $70,000.00 for the said property, which offer is most advantageous to all the

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

heirs; but that the said respondent, Theodore A. Stinchcomb, refuses to join in a sale of said property.

THIRTEENTH: That the said property is not susceptible of division in kind without loss or injury to the parties involved, and that it would be beneficial to all the parties herein to have the said property sold and the proceeds of sale distributed among them.

TO THE END, THEREFORE:

A. THAT a decree may be passed by this Honorable Court authorizing a sale of the aforementioned property.

B. THAT the Maryland inheritance tax upon the value of the interest of the said Herbert Clayton Filby in the said property be paid out of the proceeds of such sale.

C. THAT a distribution of the proceeds of such sale may be made according to the respective interests of the parties.

D. THAT your orators may have such other and further relief as the nature of their case may require.

AND AS IN DUTY BOUND, ETC.

Minnie E. Stinchcomb
Minnie E. Stinchcomb

Edith Stinchcomb Jenkins
Edith Stinchcomb Jenkins

Herman A. Stinchcomb
Herman A. Stinchcomb

Lorraine F. Jenkins
Lorraine F. Jenkins
Complainants

Hugh K. Holmes
Hugh K. Holmes
Lake Shore
Pasadena, Maryland

Albert J. Goodman
Albert J. Goodman
156 South Street
Annapolis, Maryland
Solicitors for Complainants

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

This Deed, Made this 22nd. day of November in the year One thousand Nine hundred and ten by Thomas F. Bottomly and Alethea J. Bottomly, his wife, of Anne Arundel County; in the State of Maryland.

Witnesseth, that in consideration of the sum of Three Thousand Dollars the receipt whereof is hereby acknowledged the said Thomas F. Bottomly and Alethea J. Bottomly his wife, do grant and convey unto Alfred Stinchcomb, his heirs and assigns, in fee simple all that tract or parcel of land, situate, lying and being in the County and State aforesaid, and described as follows, that is to say:

Beginning for the same at a stone at the end of the South 41° 45' East 1619 feet line being the first line of the land formerly owned by Oliver N. Williams as laid down on plat of the same made by E. Lacy Chinn, Surveyor, October 1900 and running thence North 68½° West 1749 feet to a stake; thence South 51½° West 1072 feet thence South 20½ East 660 feet South 17½° West 1287 feet, South 14° West 363 feet South 84° East 2211 feet North 20° East binding on the middle of the Tick Neck Road about 1800 feet to intersect a line drawn from the beginning stone South 41½° East; thence reversing said line North 41½° West about 700 feet to the beginning stone. Containing about 125 acres of land more or less.

Being a part of the land which was conveyed to the said Thomas F. Bottomly, by Deed dated January 14th, 1905, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 39 folio 467 &c by John F. Williams.

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

5

COMPLAINANTS' EXHIBIT A

Filed 10 Nov, 1954

To Have and To Hold the above tract of land and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Alfred Stinchcomb his heirs and assigns forever in fee simple.

And the said Thomas F. Bottomly and Alethea J. Bottomly, his wife, hereby covenant that they will warrant specially the property hereby granted and conveyed; and that they will execute such further assurances of the said land as may be requisite.

Witness the hands and seals of said grantors.

Test — Thomas F. Bottomly (SEAL)

Chas. N. Quigley — Alethea J. Bottomly (SEAL)

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I hereby certify that on the 22nd day of November in the year one thousand nine hundred and ten before me the subscriber a Notary Public of the State of Maryland, in and for Baltimore City aforesaid personally appeared Thomas F. Bottomley and Alethea J. Bottomley his wife and each acknowledged the foregoing Deed to be their act.

Witness my hand and Notarial Seal.

NOTARY SEAL — Charles N, Quigley
Notary Public

Recorded 24th November 1910.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Deed is truly taken and copied from Liber G. W. 78 Folio 269, 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 10th day of November A. D., 1954.

John H. Hopkins 3rd Clerk.

John H. Hopkins, 3rd., Clerk.

6

($1.50 Rev. Stamp)

This Deed Made this 21st, day of December, in the year nineteen hundred and eighteen, by and between Thomas F. Bottomly, and Aletha Bottomly, his wife, parties of the first part, and Alfred A. Stinchcomb, party of the second part, all of Anne Arundel County, State of Maryland, Witnesseth: That for and in consideration of the sum of Five Dollars, and other valuable considerations, the receipt whereof is hereby acknowledged, the said Thomas F. Bottomly and Aletha Bottomly, his wife, parties of the first part, do bargain and sell, and by these presents do grant and convey unto the said Alfred A. Stinchcomb, party of the second part, his heirs and assigns in fee simple,

All that tract of land situate and being in the Third Election District of Anne Arundel County, particularly described as follows: Beginning for the same at a stone, said stone being the beginning of the One Hundred and Twenty-five Acres Tract heretofore conveyed to Alfred Stinchcomb by Thomas F. Bottomly by deed dated November 22nd, 1910, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 78, folio 269, etc., and running from thence and with the last line of said conveyance the reverse thereof South forty degrees, fifteen minutes East, seven hundred and sixty feet to the centre of the Tick Neck Road; thence with the centre of said road North thirty-seven degrees, fifteen minutes East two hundred and ten feet; thence North sixty-two degrees, forty-five minutes East fourteen hundred and fifty-one feet to intersect the thirteenth line of the whole tract, thence with the said line North forty degrees fifteen minutes West, twelve hundred and twenty feet to a stone planted at the end of said line, thence with the fourteenth line South forty-two degrees forty-five minutes West sixteen hundred and nineteen feet to the place of beginning.

Containing thirty-five and one quarter acres of land, more or less.

Being part of the same tract of land that was conveyed to the first

7

COMPLAINANTS' EXHIBIT B

Filed 10 Nov., 1954

party by John F. Williams, Attorney, by deed dated January 14th, 1905, and recorded in Liber G. W. No. 39, folio 467, among the Land Records of said County.

Together with the building and improvements thereon erected, made and being, and all the rights, ways, roads, waters, privileges and appurtenances unto the same belonging or appertaining.

To Have And To Hold the above described parcel or lot of ground and premises, to and unto the said Alfred A. Stinchcomb, his heirs and assigns in fee simple.

And the said parties of the first part do hereby covenant that they will warrant specially the property hereby conveyed, and that they will execute such other and furthe r assurances as may be requisite.

As Witness the hands and seals of the above named Grantors.

Attest: Chas. H. Quigley. Thomas F. Bottomly, (Seal)

Alethea J. Bottomly, (Seal)

State of Maryland, Anne Arundel County, to wit:-

I hereby certify that on this 21st, day of December, 1918, before me the sunscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Thomas F. Bottomly and Aletha Bottomly, his wife, and did each acknowledge the aforegoing deed to be their respective act.

As Witness my hand and Seal Notarial.

(Notary Seal) Charles H. Quigley, Notary Public.

Recorded 24th. Dec. 1918.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Deed is truly taken and copied from Liber W. N. W. No. 9, Folio 213, 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 6th day of November A. D., 1954.

John H. Hopkins, 3rd. Clerk.

John H. Hopkins, 3rd., Clerk.

8

THIS DEED made this 20th day of September, in the year Nineteen hundred and twenty seven by The Board of Education of Anne Arundel County, a body corporate of the first part and Alfred Stinchcomb of Anne Arundel County, of the second part, all of the State of Maryland, Witnesseth:-

That for and in consideration of the sum of Ten dollars, current money, in hand paid by the said party of the second part to the said party of the first part, at or before the execution and delivery of these presents, the receipt whereof is hereby acknowledged, and for divers other good and valuable considerations, it thereunto moving, the said The Board of Education of Anne Arundel County has bargained and sold and by these presents does grant and convey unto the said Alfred Stinchcomb, his heirs and assigns, in fee simple, All its right, title , interest and estate in all that tract of land, situate, lying and bing in Anne Arundel County aforesaid, and described as follows, that is to say: Beginning for the same at a white bounded stone heretofore planted by Bryan Williams and William Macubbin as division boundary between them; and running thence East five perches; thence North six degrees West twelve perches; thence West thirteen and three fourth perches; thence South twenty one degrees East twelve and three fourths perches; thence East five and three fourth perches to the first beginning, containing three roods and thirty perches of land and no more or less. Being the same property which was conveyed to Charles Waters, et al Trustees by Henry Williams by deed dated on the eighteenth day of April in the year Eighteen hundred and twenty seven and recorded among the Land Records of Anne Arundel County in Liber W. S. G. No. 12, folio 436, and which has been in the use and possession of the said party of the first part and its predecessors in office, The Board of School Commissioners of Anne Arundel County, for more than 100 years.

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

9

COMPLAINANTS' EXHIBIT C

Filed 10 Nov., 1954.

To Have and To Hold the above described property with its appurtenances and all the right, title, interest and estate of the parties of the first part into and to the proper use and benefit of him the said Alfred Stinchcomb, his heirs and assigns, in fee simple.

And the said party of the first part covenants that it will warrant specially the title to the property hereby conveyed and that it will execute such other and further assurances thereof as may be requisite.

Witness the corporate name of The Board of Education of Anne Arundel County, by Frank A. Munroe, its President and the corporate seal thereof attested by George Fox its Secretary.

Attest: The Board of Education of Anne Arundel County,

George Fox. Secretary By: Frank A. Munroe - President.

No Seal.

State of Maryland, Anne Arundel County, Sct:--

I hereby certify, that on this 20th day of September, in the year Nineteen hundred and twenty seven before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Frank A. Munroe, President of The Board of Education of Anne Arundel County and acknowledged the aforegoing deed to be the act and deed of the Board of Education of Anne Arundel County.

Witness my hand and seal Notarial.

(Notary Seal) Mary M. Munroe - Notary Public.

Recorded 20 Sept. 1927 - 2 P. M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Deed is truly taken and copied from Liber F. S. R. No. 15, Folio 367, 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 8th day of November A. D., 1954.

John H. Hopkins, 3rd Clerk.

John H. Hopkins, 3rd., Clerk.

($1.50 Rev. Stamp.)

THIS DEED made this 15th day of January, in the year Nineteen hundred and twenty three, by and between Alfred A. Stinchcomb, and Minnie E. Stinchcomb, his wife, parties of the first part, and Frank Simmons and Louise Stinchcomb, his wife, parties of the second part, all of Anne Arundel County, State of Maryland, WITNESSETH:

THAT for and in consideration of the sum of Ten dollars ($10.00) and other valuable considerations, the receipt whereof is hereby acknowledged, the said Alfred A. Stinchcomb and Minnie E. Stinchcomb, his wife, do bargain and sell , and by these presents do grant and convey unto the said Frank Simmons and Louise Simmons, his wife, as tenants by the entireties, and to their heirs and assigns in fee simple, ALL that lot or parcel of ground situate, lying and being in the Third Election District of Anne Arundel County, and particularly described as follows:

BEGINNING for the same at a stone, said stone being at the end of the fourth line of the whole tract and running from thence and with the fifth line as corrected for variation South forty-three degrees West six hundred and ninety-seven and seven tenths feet to a stake; thence leaving the outlines and running across the whole tract South thirty seven degrees, forty- minutes East nine hundred and sixty-three and Seven-tenths feet to the center of the Tick Neck Road; thence with the center of said road North sixty-three degrees East seven hundred and fifty-six feet to the end of the third line of the whole tract; thence with the fourth line as corrected for variation North forty-seven degrees West twelve hundred and twenty three feet to the place of beginning. Containing Eighteen and one third acres of land, more or less. Being a part of the same property conveyed to Alfred A. Stinchcomb by deed from Thomas F. Bottomly and Aletha Bottomly, his wife, dated the 21st day of December, 1918, and recorded in Liber W.N.W. No. 9, folio 213, among the Land Records of Anne Arundel County.

COMPLAINANTS' EXHIBIT D

Filed 10 Nov., 1954

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

TO HAVE AND TO HOLD the above granted property unto and to the proper use and benefit of the said Frank Simmons and Louise Simmons, his wife, as tenants by the entireties, their heirs and assigns in fee simple forever.

AND the said Alfred A. Stinchcomb and Minnie E. Stinchcomb, his wife, do hereby covenant that they will warrant specially the property hereby conveyed, and that they will execute such other and further assurances of the same as may be requisite.

WITNESS the hands and seals of the grantors.

s/ ALFRED A. STINCHCOMB (SEAL)

ATTEST: s/ MINNIE E. STINCHCOMB (SEAL)

s/ ELINORE G. GIRAULT.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on the 15th day of January, 1923, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Alfred A.Stinchcomb and Minnie E. Stinchcomb, his wife, and did each acknowledge the aforegoing deed to be their respective act.

As Witness my hand and seal Notarial.

s/ Elinore G. Girault,

(Notarial Seal) Notary Public.

Recorded 15 January, 1923,at 11:30 A. M.,

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I hereby certify that the aforegoing Deed is truly taken and copied from Liber W.N.W. No. 64,folio 201, 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, this 5th day of November,A.D.1954.

John H. Hopkins 3rd. CLERK.

12

(-.50 Rev. Stamp.)

THIS DEED, made this 10th day of October , in the year nineteen hundred and twenty-four, by Alfred A. Stinchcomb and Minnie Stinchcomb, his wife, of Anne Arundel County and the State of Maryland.

WITNESSETH, that in consideration of Five Dollars and other good and valuable considerations, the said Alfred A. Stinchcomb and Minnie Stinchcomb his wife, do grant and convey unto Charles I. Chaney and Irene H. Chaney, his wife, their assigns, the survivor of them and the heirs and assigns of the survivor, in fee simple, all that lot of ground, situate in Anne Arundel County, that is described as follows, that is to say:

BEGINNING for the same in the center of the Tick Neck Road at the end of the second line of the land that is described in a deed from Alfred A. Stinchcomb to Frank Simmons and wife, bearing date January 15th, 1923, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 64, folio 201, etc., and running thence with the center of Tick Neck road, South sixty three degrees West one hundred and five feet. Thence leaving said road and running North thirty-seven degrees and forty minutes West two hundred and 20 feet , thence North sixty-three degrees East one hundred and five feet to intersect the second line of the land conveyed to Simmons by Stinchcomb, above mentioned; thence along said second line, South thirty-seven degrees and forty minutes east two hundred and 20 feet to the place of beginning. Containing one half acre of land, more or less.

BEING a part of the land that was conveyed to Alfred A. Stinchcomb by Thomas F. Bottomly and wife, by deed dated December 21st, 1910, and recorded among the Land Records of Anne Arundel County in Liber W. N.W. No. 9, folio 213, etc.,

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every, the rights, alleys, ways,

13

COMPLAINANTS' EXHIBIT E
Filed 10 Nov., 1954.

waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the land and premises above described unto and to the said Charles I. Chaney and Irene H. Chaney, his wife, their assigns, the survivor of them and the heirs and assigns of the survivor , in fee simple.

AND the said Grantors hereby covenant that they will warrant specially the property hereby conveyed, and that they will execute such further assurances of the same as may be requisite.

WITNESS the hands abd seals of the said Grantors.

TEST: s/ ALFRED A. STINCHCOMB (SEAL)

s/ B.R.ANDERSON s/ MINNIE STINCHCOMB (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 10" day of October, 1924, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Alfred A. Stinchcomb and Minnie Stinchcomb, his wife, and each acknowledged the aforegoing deed to be their respective act.

WITNESS my hand and Notarial Seal.

(Notary) s/ Robert Goutrain,

(Seal.) Notary Public.

Recorded October 21st, 1924, - 9 A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT.;

I HEREBY CERTIFY, that the aforegoing Deed is truly taken and copied from Liber W.N.W. No. 101, folio 144, 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 5th day of November, A.D., 1954.

John N. Hopkins, 3rd Clerk.

14

This Deed made this 18th day of September, in the year nineteen hundred and twenty-nine by and between Alfred A. Stinchcomb and Minne E. Stinchcomb his wife, parties of the first part, Grantors, and John McGregor and Ida I. McGregor his wife, and Charles H. Appell And Lydia K. Appell, parties of the second part, Grantees, all of Anne Arundel County, State of Maryland, Witnesseth.

That for and consideration of the sum of Ten Dollars and other good and valuable considerations paid by the said parties of the second part to the said parties of the first part, the receipt whereof is hereby acknowledged, the said parties of the first part do hereby grant and convey unto the said John McGegor and Ida I. McGegor, his wife, and Charles H. Appell and Lydia K. Appell, as tenants in common, their heirs and assigns in fee simple all that lot or parcel of land located in the Third Election District of of Anne Arundel County, Maryland, and described as follows.

Beginning for the same on the Southeast edge of a concrete block previously set at the interesection of the Northwest side of the Tick Neck Road with the second line of the conveyance from Alfred Stinchcomb to Charles Chaney, as recorded in W. N. W. No. 101, folio 144 etc. Thence with a line of Chaney, North 37 degrees 45 minutes West 1844 feet and North 52 degrees 29 minutes East 105.35 feet to the Northeast edge of a concrete block previously set: thence leaving Chaney and with the line of Simmous, North 37 degrees 04 minutes West 100 feet; thence leaving Simmous , South 54 degrees West 415.8 feet and South 34 degrees 45 minutes East 229.1 feet to the Northwest side of said Tick Neck Road; thence with said side of said road North 63 degrees 54 minutes East 337.9 feet to the beginning.

Containing 2.32 acres, more or less. According to a survey and plat of same by Edward Hall, Jr., in August, 1929.

Being a part of the same property which was conveyed to the said, Alfred A. Stinchcomb by Thomas F. Bottomley and wife by deed dated December 21, 1918, and recorded among the Land Records of

COMPLAINANTS' EXHIBIT F

Filed 10 Nov., 1954

Anne Arundel County in Liber W. N. W. No. 9, folio 213.

Together with the buildings and improvements thereon erected made or being, and each and every the rights, roads, water ways, privileges, advantages and appurtenances to the same belonging or in anywise appertaining.

To have and to hold the above described property unto and to the proper use and benefit of the said John Mc Gregor and Ida I. Mc Gregor, his wife, and Charles H. Appell and Lydia K. Appell, as tenants in common, their heirs and assigns in fee simple forever.

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

Witness the hands of the seals of the said parties of the first part.

Test: Alfred A. Stinchcomb (Seal)

Steven J. Everd Minnie E. Stinchcomb (Seal)

State of Maryland, Anne Arundel County, to wit

I hereby Certify that on this 18th day of September, in the year 1929, before me the subscriber, a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid personally appeared Alfred A. Stinchcomb and Minnie E. Stinchcomb, his wife, and duly acknowledged the foregoing instrument to be their act and Deed.

Witness my hand and Notarial Seal

(Justice of) Steven J. Everd

(the Peace) Justice of the Peace

Recorded September 24, 1929, 10. A. M.

16

STATE OF MARYLAND, Anne Arundel County, Sct;

I hereby Certify, that the aforegoing Deed is a truly taken and copied from Liber F. S. n. No. 60 Folio 302, one of 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 10th day of November , A. D. 1954.

John H. Hopkins 3rd

John H. Hopkins 3rd., Clerk.

I, Alfred Stinchcomb, of Anne Arundel County and the State of Maryland, being of sound mind, memory and understanding do make, publish and declare this my last Will and Testament in manner following, that is to say:

After all my just debts and funeral expenses have been paid, I give, devise and bequeath all of my property real and personal wherever situate that I may own at the time of my death as follows: One-third to my wife, Minnie E. Stinchcomb.

All the rest and residue of my said property I give, devise and bequeath as follows: One-fourth to my daughter, Edith Jenkins; one-fourth to my son, Theodore Stinchcomb; one-fourth to my daughter, Elva M. Filby; and one-fourth to my son, Herman A. Stinchcomb.

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

In Testimony Whereof I have hereunto subscribed my name and affixed my seal this 12th day of March, 1934.

Alfred A. Stinchcomb (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 subscribed our names as witnesses.

Bruner R. Anderson

A. Howell Linthicum.

17

Complainants' Exhibit G

Filed 10 Nov., 1954

LIBER 99 PAGE 251

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 Alfred A. Stinchcomb *late of said County deceased taken from* the original being one of the records filed, recorded and *Kept in the office of Register of Wills for Anne Arundel County.*

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

R Glenn Prout

Register of Wills for Anne Arundel County

17c

MINNIE E. STINCHCOMB Pasadena, Maryland	LIBER 99 PAGE 252	NO. 11, 178 EQUITY
EDITH STINCHCOMB JENKINS Pasadena, Maryland	:	IN THE
HERMAN A. STINCHCOMB 1616 East 29th Street Baltimore, Maryland	:	CIRCUIT COURT FOR
LORRAINE F. JENKINS 510 Maud Avenue Baltimore 25, Maryland VS	:	ANNE ARUNDEL COUNTY
THEODORE S. STINCHCOMB Tick Neck Road Pasadena, Maryland	:	

: : : : : : : : : :

ANSWER

The Defendant, Theodore S. Stinchcomb, by George Sachse and Emanuel Klawans, his solicitors, in Answer to said Bill of Complaint says:

1. That he admits the allegations in Paragraphs One, Three, Four, Five, Six, Seven, Eight and Ten of said Bill of Complaint.

2. That he neither admits nor denies the allegations in Paragraph Two, as he does not know the exact value of the property which is the subject matter of this suit.

3. That he neither admits nor denies the allegations in Paragraph Nine as he has no knowledge thereof, and ifsaid allegations are correct, the Maryland State Inheritance Tax on the value of the interest of thesaid Herbert Clayton Filby in said property should be paidfrom his interest in the proceeds of the sale herein prayed.

4. That he denies the allegations contained in Paragraph Eleven.

5. That in Answer to Paragraph Twleve, he avers that he was advised by Hugh K. Holmes, Esquire, Attorney for the Complainants, that the property could be sold for $70,000.00, but that he does not know the persons to whom it could be sold or the terms of such sale or the authenticity and adequacy of the offer, and therefore refused to sign certain papers purporting to be for the sale of said property.

6. That in Answer to Paragraph Thirteen, he admits the property is not susceptible to division in kind, as set out in the Bill of Complaint, and feels it would be beneficial to the parties to have said property sold to the highest bidder at public auction sale under the direction of This Honorable Court.

LAW OFFICES OF
GEORGE SACHSE
102 CRAIN HIGHWAY
GLEN BURNIE, MD.

18

Filed 17 Jan., 1955

Theodore Stinchcomb
Respondent

George Sachse
George Sachse, Glen Burnie, Maryland
Solicitor for Respondent

Emanuel Klawans
Emanuel Klawans, Annapolis, Maryland
Solicitor for Respondent

I hereby certify that on this 17 day of January, 1955, copy of the foregoing Answer mailed, postage prepaid, to Hugh K. Holmes, Esquire, Pasadena, Maryland, and to Albert J. Goodman, Esquire, 156 South Street, Annapolis, Maryland, Solicitors for Complainants.

George Sachse
GEorge Sachse, Glen Burnie, Maryland

LAW OFFICES OF
GEORGE SACHSE
108 CRAIN HIGHWAY
GLEN BURNIE, MD.
19

MINNIE E. STINCHCOMB, et al, : No. 11,178 Equity

In The Circuit Court For

vs. :

Anne Arundel County.

THEODORE S. STINCHCOMB

CONSENT TO DECREE FOR SALE OF REALTY

To The Honorable, the Judges of said Court:

The complainants, by Albert J. Goodman and Hugh K. Holmes, their solicitors, and the respondent, by George Sachse and Emanuel Klawans, his solicitors, consent to the passage of a decree for the sale of real estate mentioned in these proceedings and respectfully represent that the parties hereto constitute all the parties in interest and that a corporate bond of $70,000.00 to be filed by the trustees appointed by this Honorable Court will be sufficient to cover any and all proceeds and court costs of these proceedings.

AND AS IN DUTY BOUND, ETC.

Albert J. Goodman
156 South Street
Annapolis, Maryland

Hugh K. Holmes
Lake Shore
Pasadena, Maryland

Solicitors for the Complainants

George Sachse
102 Crain Highway, N.W.
Glenburnie, Maryland

Emanuel Klawans
Townsworth Building
Annapolis, Maryland

Solicitors for the Respondent

2c

Filed 7 Feb., 1955

LIBER 99 PAGE 255

MINNIE E. STINCHCOMB, et al.	:	NO. 11,178 EQUITY
		IN THE CIRCUIT COURT
VS.	:	
		FOR
THEODORE S. STINCHCOMB	:	ANNE ARUNDEL COUNTY

:::::::

DECREE FOR THE SALE OF REAL ESTATE

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

It is thereupon this 29th day of August, 1956, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that the real estate mentioned in these proceedings be sold for the purpose of partition among the parties; that Albert J. Goodman, Hugh K. Holmes, George Sachse, and Emanuel Klawans 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 executed by themselves and a surety or sureties to be approved by this Court in the penalty of SEVENTY THOUSAND DOLLARS ($70,000.00) 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 some newspaper published in Anne Arundel County and such other notice as they may think proper of the time, place, manner and terms of sale, which terms shall be as follows: A deposit of ten per cent (10%) of the purchase price to be paid in cash on the day of sale, deferred payments to bear interest at six per cent (6%) per annum from the day of sale, all taxes, public dues and charges to be prorated to the day of sale; and if not sold at public sale on the day so advertised, the trustees shall proceed to make sale at

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

21

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either private or public sale to the best advantage and upon the terms above set forth; and as soon as may be convenient after any such sale, the said trustees shall return to this Court a full and particular account of the same with an annexed affidavit of the truth thereof and of the fairness of said sale; and on the ratification of such sale by the Court and on the payment of the whole purchase money, and not before, the said trustees shall, by a good and sufficient deed to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers of said property, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, complainants and respondent, and those claiming by, from or under them or any of them; and the said trustees shall bring into this Court the money arising from said sale or sales to be distributed under the direction of this Court after deducting the costs of this suit and such commission to the said trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

Benjamin Michaelson
Judge

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

22

Minnie E. Stinchcomb, et al., v. Theodore S. Stinchcomb
No. 11,178 Equity

LIBER 99 PAGE 257

No 11,178 Equity

Bond No.
708752.

KNOW ALL MEN BY THESE PRESENTS, That we, ALBERT J. GOODMAN, HUGH K. HOLMES, GEORGE SACHSE, and EMANUEL KLAWANS, all of Anne Arundel County, State of Maryland, as PRINCIPALS, and GLENS FALLS INSURANCE COMPANY, Glens Falls, New York, as SURETY, are held and firmly bound unto the State of Maryland in the sum of SEVENTY THOUSAND DOLLARS ($70,000.00), in lawful money of the United States of America, to be paid to the said State of Maryland, or its certain attorney; to which payment, well and truly to be made and done, the said Principals and the said Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED, and DATED this 14th day of September, 1956.

WHEREAS, By a Decree of the Circuit Court for Anne Arundel County bearing the date of August 29th., 1955, and passed in a cause in said Court, wherein Minnie E. Stinchcomb, Edith Stinchcomb Jenkins, Herman A. Stinchcomb and Lorraine F. Jenkins are named as Plaintiffs, and Theodore S. Stinchcomb is named as Defendant, the said cause being also known as No. 11,178 Equity, the above bounden Albert J. Goodman, Hugh K. Holmes, George Sachse, and Emanuel Klawans have been appointed Trustees to make a sale of the fee simple property of the said parties Plaintiff and Defendant as mentioned in said proceedings, said sale to be made in the manner as prescribed in the said Decree.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Albert J. Goodman, Hugh K. Holmes, George Sachse, and Emanuel Klawans do, and shall well and faithfully perform the trust reposed in them by the said Decree, or that may be reposed in them by any future order or decree in the premises, then the above obligation to be void, otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, The said Principals and the said Surety have caused this instrument of writing to be signed and their seals to be hereunto affixed, the day and year first above written.

WITNESS:

Albert J. Goodman (SEAL)

Hugh K. Holmes (SEAL)

George Sachse (SEAL)

Emanuel Klawans (SEAL)

WITNESS:
Dorothy Geipe

GLENS FALLS INSURANCE COMPANY

By: L. E. King, Attorney

Bond approved and filed this 17 Sept. 1956
George T. Cromwell, Clerk

LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

22

HUGH E. HOLMES
Lake Shore, Pasadena, Maryland
Phone Armiger 700

ALBERT J. GOODMA.
156 South Street,
Annapolis, Maryland.
Phone Colonial 3-2400.

GEORGE SACHSE
102 Crain Highway, N. W.,
Glen Burnie, Maryland.
Phone Southfield 6-0700.

EMANUEL KLAWANS
150 South Street,
Annapolis, Maryland
Phone Colonial 3-3033.

Trustees' Sale

OF VALUABLE FEE SIMPLE IMPROVED PROPERTY LOCATED ON TICK NECK ROAD, THIRD ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND, SUITABLE FOR A REAL ESTATE DEVELOPMENT.

By virtue of a Decree of The Circuit Court For Anne Arundel County, passed in the cause entitled Minnie E. Stinchcomb et al vs. Theodore S. Stinchcomb, No. 11,178 Equity in said Court, the undersigned Trustees will sell at public auction, on the premises, on

Tuesday, Oct. 23, 1956 at 11 o'clock A. M.

All that tract of land shown by the land records of Anne Arundel County to contain approximately 138 acres of land and to front approximately 2200 feet on the improved County Road known as Tick Neck Road, near Mountain Road.

BEING all those three tracts of land conveyed to Alfred A. Stinchcomb by (1) deed from Thomas F. Bottomly and wife dated 11/22/10 recorded among the Land Records of Anne Arundel County in liber G., W. 78 folio 269, (2) deed from Thomas F. Bottomly and wife dated 12/21/18 recorded among said Land Records in liber W. N. W. 9 folio 213, (3) deed from The Board of Education Of Anne Arundel County dated 9/20/27 recorded among said Land Records in liber F. S. R. 16 folio 367; SAVE AND EXCEPT the portions thereof that were conveyed away by Alfred S. Stinchcomb by (1) deed to Frank Simmons and wife, dated 1/15/23 recorded among the Land Records in liber W. N. W. 64 folio 201, (2) deed to Charles I. Chency and wife by deed dated 10/10/24 recorded among said Land Records in liber W. N. W. 101 folio 144; (3) deed to John McGregor and wife dated 9/18/29 recorded among said Land Records in liber F. S. R. 60 folio 302.

This property is subject to an easement granted to Chesapeake and Potomac Telephone Co. recorded among said Land records in liber F. S. R. 60 folio 132; and an easement granted to Consolidated Gas Electric Light And Power Company of Baltimore City recorded among said Land Records in liber J. H. H. 468 folio 14.

IMPROVEMENTS: A large area of this tract is cleared. It contains some fruit and shade trees. It contains an old frame dwelling, with front and side porches, 4 rooms and hallway on 1st floor, and 4 rooms and hallway on 2nd floor, and an unfinished attic, electricity, well and pump. It also contains the following other buildings:- frame shed with storage basement; frame storage shed; concrete block 1 car garage with frame storage shed attached; frame 2 car garage or storage shed; frame tobacco barn; frame shed; frame corn shed; frame storage shed; small frame tobacco shed; small frame shed; two story three room frame tenent house in dilapidated condition now used for tobacco storage; frame storage shed; small frame shed.

LIBER 99 PAGE 258 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

Trustees' Sale

Minnie E. Stinchcomb

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 23rd day of October, 1956. The first insertion being made the 27th day of September, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. T. Johnson

23

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1956 OCT 22 PM 2:15

TERMS OF SALE: A deposit of 10% of the purchase price to be paid at time of sale, balance in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County, interest at rate of 6% per annum to be paid on unpaid balance of the purchase price from date of sale to date of settlement. All taxes, public dues and charges to be pro-rated to date of sale. The Trustees reserve the right to reject any and all bids.

For further particulars apply to the undersigned Trustees.

ALBERT J. GOODMAN
HUGH K. HOLMES
GEORGE SACHSE
EMANUEL KLAWANS
Trustees.

ALEX COOPER
212 N. Calvert Street
Baltimore, Maryland.
Phone Plaza 2-4808.
Auctioneer. O-18

ALEX COOPER - Auctioneer
212 N. Calvert Street
Baltimore, Maryland
Phone Plaza 2-4868

HUGH K. HOLMES
Lake Shore, Pasadena, Md.
Phone Armiger 700

GEORGE SACHSE
102 Crain Highway, N.W.
Glen Burnie, Md.
Phone Southfield 6-0700

ALBERT J. GOODMAN
156 South Street
Annapolis, Md.
Phone Colonial 3-2400

EMANUEL KLAWANS
150 South Street
Annapolis, Md.
Phone Colonial 3-3053

TRUSTEES' SALE

OF VALUABLE

FEE SIMPLE

Improved Property

LOCATED ON TICK NECK ROAD
THIRD ELECTION DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND
SUITABLE FOR A REAL ESTATE DEVELOPMENT

By virtue of a Decree of The Circuit Court For Anne Arundel County, passed in the cause entitled Minnie E. Stinchcomb et al vs. Theodore S. Stinchcomb, No. 11,178 Equity in said Court, the undersigned Trustees will sell at public auction, on the premises, on

TUESDAY, OCTOBER 23rd, 1956

AT 11 O'CLOCK A.M.

LIBER 99 PAGE 261

All that tract of land shown by the Land Records of Anne Arundel County to contain approximately 138 acres of land and to front approximately ~~3000~~ 2200 feet on the improved County Road knows as Tick Neck Road, near Mountain Road.

BEING all those three tracts of land conveyed to Alfred A. Stinchcomb by (1) deed from Thomas F. Bottomly and wife dated 11-22-10 recorded among the Land Records of Anne Arundel County in Liber G.W. 78, folio 269, (2) deed from Thomas F. Bottomly and wife dated 12-21-18 recorded among said Land Records in Liber W.N.W. 9, folio 213, (3) deed from The Board of Education of Anne Arundel County dated 9-20-27 recorded among said Land Records in Liber F.S.R. 15, folio 367; SAVE AND EXCEPT the portions thereof that were conveyed away by Alfred S. Stinchcomb by (1) deed to Frank Simmons and wife dated 1-15-23 recorded among said Land Records in Liber W.N.W. 64, folio 201, (2) deed to Charles I. Chaney and wife by deed dated 10-10-24 recorded among said Land Records in Liber W.N.W. 101, folio 144; (3) deed to John McGregor and wife dated 9-18-29 recorded among said Land Records in Liber F.S.R. 60, folio 302.

This property is subject to an easement granted to Chesapeake and Potomac Telephone Co. recorded among said Land Records in Liber F.S.R. 60, folio 132; and an easement granted to Consolidated Gas Electric Light And Power Company of Baltimore City recorded among said Land Records in Liber J.H.H. 468, folio 14.

IMPROVEMENTS: A large area of this tract is cleared. It contains some fruit and shade trees. It contains an old frame dwelling, with front and side porches, 4 rooms and hallway on 1st floor, and 4 rooms and hallway on 2nd floor, and an unfinished attic, electricity, well and pump. It also contains the following other buildings: frame shed with storage basement; frame storage shed; concrete block 1-car garage with frame storage shed attached; frame 2-car garage or storage shed; frame tobacco barn; frame shed; frame corn shed; frame storage shed; small frame tobacco shed; small frame shed; two story, three room frame tenant house in dilapidated condition now used for tobacco storage; frame storage shed; small frame shed.

TERMS OF SALE: A deposit of 10% of the purchase price to be paid cash at time of sale, balance in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County, interest at rate of 6% per annum to be paid on unpaid balance of the purchase price from date of sale to date of settlement. All taxes, public dues and charges to be pro-rated to date of sale. The Trustees reserve the right to reject any all all bids.

For further particulars apply to the undersigned Trustees.

ALBERT J. GOODMAN
HUGH K. HOLMES
GEORGE SACHSE
EMANUEL KLAWANS
TRUSTEES

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1956 OCT 24 AM 9:44

LIBER 99 PAGE 262

MINNIE E. STINCHCOMB, et al. : NO. 11,178 EQUITY

IN THE CIRCUIT COURT

VS. :

FOR

THEODORE S. STINCHCOMB : ANNE ARUNDEL COUNTY

:::::::

AGREEMENT OF PURCHASER
AND CERTIFICATE OF AUCTIONEER

THIS IS TO CERTIFY that I (we) have purchased at public auction from Albert J. Goodman, Hugh K. Holmes, George Sachse, and Emanuel Klawans, Trustees, the property described in the advertisement attached hereto for the sum of Ninety Three Thousand & no/xx DOLLARS ($ 93,000.00/xx); and I (we) agree to comply with the terms of sale as set forth therein.

AS WITNESS my (our) hand(s) and seal(s) this 23rd day of October, 1956.

WITNESS:

Alvin H. Levin as to Samuel J. Berg (SEAL)

_____ as to _____ (SEAL)

_____ as to _____ (SEAL)

_____ as to _____ (SEAL)

THIS IS TO CERTIFY that I have this day sold at public auction for Albert J. Goodman, Hugh K. Holmes, George Sachse, and Emanuel Klawans, Trustees, the property described in the advertisement attached hereto to

_____

at and for the sum of Ninety Three Thousand & no/xx DOLLARS ($ 93,000.00/xx), he being at that price the highest bidder therefor; and I hereby certify that the said sale was fairly made.

AS WITNESS my hand and seal this 23rd day of October, 1956.

WITNESS:

Alvin H. Levin

Alex Cooper (SEAL)
Alex Cooper, Auctioneer

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1956 OCT 24 AM 9:44

LIBER 99 PAGE 263

MINNIE E. STINCHCOMB, et al.	:	NO. 11,178 EQUITY
		IN THE CIRCUIT COURT
VS.	:	
		FOR
THEODORE S. STINCHCOMB	:	ANNE ARUNDEL COUNTY

:::::::

TRUSTEES' REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Albert J. Goodman, Hugh K. Holmes, George Sachse, and Emanuel Klawans, trustees appointed by a decree of this Honorable Court to make sale of the real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of their trust as required by said decree and giving notice of the time, place, manner and terms of sale by advertisement in the "Maryland Gazette," a newspaper published in Anne Arundel County, said advertisement being for more than three weeks before the day of sale, pursuant to said notice, they did attend on the premises (Tick Neck Road near Mountain Road, Third Election District, Anne Arundel County, Maryland), on Tuesday, October 23, 1956, at 11 a.m., the time and place mentioned in said advertisement, and then and there, in the presence of a number of persons, did proceed to sell at public sale the property mentioned in these proceedings, to wit:

> All that tract of land shown by the Land Records of Anne Arundel County to contain approximately 138 acres of land and to front approximately 2,200 feet on the improved county road known as Tick Neck Road, near Mountain Road, in the Third Election District of Anne Arundel County, Maryland.
>
> BEING all those three tracts of land conveyed to Alfred A. Stinchcomb by (1) deed from Thomas F. Bottomly and wife dated November 22, 1910, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 78, folio 269; (2) deed from Thomas F. Bottomly and wife dated December 21, 1918, and recorded among said Land Records in Liber W.N.W. No. 9, folio 213; (3) deed from The Board of Education of Anne Arundel County dated September 20, 1927, and recorded among said Land Records in Liber F.S.R. No. 15, folio 367.
>
> SAVING AND EXCEPTING THEREFROM, however, the portions thereof that were conveyed away by Alfred A. Stinchcomb by

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

2.6

FILED
1956 OCT 24 AM 9:45

(1) deed to Frank Simmons and wife dated January 15, 1923, and recorded among said Land Records in Liber W.N.W. No. 64, folio 201; (2) deed to Charles I. Chaney and wife dated October 10, 1924, and recorded among said Land Records in Liber W.N.W. No. 101, folio 144; and (3) deed to John McGregor and wife dated September 18, 1929, and recorded among said Land Records in Liber F.S.R. No. 60, folio 302.

SUBJECT to an easement granted to Chesapeake and Potomac Telephone Company recorded among said Land Records in Liber F.S.R. No. 60, folio 132, and to an easement granted to the Consolidated Gas, Electric Light and Power Company of Baltimore recorded among said Land Records in Liber J.H.H. No. 468, folio 14.

Said property being sold to Samuel J. Berg

at and for the sum of Ninety-Three Thousand

DOLLARS ($93,000.00), he being at that price then and there the highest bidder therefor. The said purchaser has agreed to comply with the terms of sale. The agreement of the purchaser, certificate of the auctioneer and report of sale are filed herewith, all of which are respectfully submitted.

AND AS IN DUTY BOUND, ETC.

Albert J. Goodman

Hugh K. Holmes

George Sachse

Emanuel Klawans

Trustees

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 23rd day of October, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared ALBERT J. GOODMAN, HUGH K. HOLMES, GEORGE SACHSE, and EMANUEL KLAWANS, Trustees, and made oath in due form of law that the matters and facts set forth in the above report of sale are true as therein set forth and that the sale was fairly made.

AS WITNESS my hand and Notarial seal.

Grace R. Hartge, Notary Public

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

27

LIBER 99 PAGE 265

ORDER NISI

MINNIE E. STINCHCOMB, et al

versus

THEODORE S. STINCHCOMB

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,178 Equity

Ordered, this 24th day of October, 1956, That the sale of the property in these proceedings mentioned made and reported by ALBERT J. GOODMAN, HUGH K. HOLMES, GEORGE SACHSE, and EMANUEL KLAWANS Trustees,

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

The report states that the amount of sales ~~was~~ is $93,000.00

George T. Cromwell Clerk.

True Copy.

Filed, 1956 Oct. 24
A.M. 9:45

TEST: Clerk.

(Final Order)

MINNIE E. STINCHCOMB, et al

versus

THEODORE S. STINCHCOMB

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

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

Benjamin Michaelson Judge.

filed 4 Dec. 1956.

KNOW ALL MEN BY THESE PRESENTS, That we, ALBERT J. GOODMAN, HUGH K. HOLMES, GEORGE SACHSE, and EMANUEL KLAWANS, all of Anne Arundel County, State of Maryland, as PRINCIPALS, and GLENS FALLS INSURANCE COMPANY, Glens Falls, New York, as SURETY, are held and firmly bound unto the State of Maryland in the sum of TWENTY-THREE THOUSAND DOLLARS ($23,000.00), in lawful money of the United States of America, to be paid to the said State of Maryland, or its certain attorney; to which payment, well and truly to be made and done, the said Principals and the said Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED, and dated this 7th day of November, 1956.

WHEREAS, By a Decree of the Circuit Court for Anne Arundel County bearing the date of August 29th., 1955, and passed in a cause in said Court, wherein Minnie E. Stinchcomb, Edith Stinchcomb Jenkins, Herman A. Stinchcomb and Lorraine F. Jenkins are named as Plaintiffs, and Theodore S. Stinchcomb is named as Defendant, the said cause being also known as No. 11, 178 Equity, the above bounden Albert J. Goodman, Hugh K. Holmes, George Sachse, and Emanuel Klawans have been appointed Trustees to make a sale of the fee simple property of the said parties Plaintiff and Defendant as mentioned in said proceedings, said sale to be made in the manner as prescribed in the said Decree; and,

WHEREAS, The parties Principal and Surety herein have heretofore furnished Bond in the amount of Seventy Thousand Dollars ($70,000.00) in this proceeding, and,

WHEREAS, The total amount of Bond required in said proceeding is Ninety-Three Thousand Dollars ($93,000.00), and accordingly bond in the additional amount of Twenty-Three Thousand Dollars ($23,000.00) is required.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Albert J. Goodman, Hugh K. Holmes, George Sachse, and Emanuel Klawans do, and shall well and faithfully perform the trust reposed in them by the said Decree, or that may be reposed in them by any future order or decree in the premises, then the above obligation to be void, otherwise to remain in full force and effect.

addl Bond approved and filed this 9th day of November 1956.
George T. Cromwell Clerk

FILED
1956 NOV -9 PM 2:31

LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

24

IN TESTIMONY WHEREOF, The said Principals and the said Surety have caused this instrument of writing to be signed and their seals to be hereunto affixed, the day and year first above written.

Witness:

Grace R. Hartge
Grace R. Hartge

Bernard J. Holmes
Bernard J. Holmes

Bertha Nist
Bertha Nist

Grace R. Hartge
Grace R. Hartge

Albert J. Goodman (SEAL)
Albert J. Goodman

Hugh K. Holmes (SEAL)
Hugh K. Holmes

George Sachse (SEAL)
George Sachse

Emanuel Klawans (SEAL)
Emanuel Klawans

GLENS FALLS INSURANCE COMPANY

By: C. M. Reisenweber
C. M. Reisenweber, Attorney

Witness:

Dorothy Geipe
Dorothy Geipe

LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

30

MINNIE E. STINCHCOMB, et al	*	IN THE CIRCUIT COURT
vs.	*	FOR
THEODORE S. STINCHCOMB	*	ANNE ARUNDEL COUNTY
	*	Equity No. 11,178

* * * * * * * * * * *

PETITION TO SUBSTITUTE PURCHASER

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Samuel J. Berg, Norman M. Mann and Oscar H. Zarkin, by Louis Silberstein, their Solicitor, respectfully represents unto Your Honor:

1. That Albert J. Goodman, Hugh K. Holmes, George Sachse and Emanuel Klawans, Trustees in the above proceedings, sold the fee simple improved property mentioned in said proceedings and located on the Tick Neck Road, near Mountain Road, in the Third Election District of Anne Arundel County, Maryland, and containing approximately one hundred and thirty-eight (138) acres, at public auction on October 23, 1956, to Samuel J. Berg, one of Your Petitioners, as will more fully appear by reference to the Report of Sale filed by said Trustees on October 24, 1956.

2. That at the time of the sale, Your Petitioner, Samuel J. Berg, was acting not only on his own behalf, but also on behalf of your other two Petitioners, Norman M. Mann and Oscar H. Zarkin, whose names were inadvertently omitted as purchasers at the time of the sale.

3. Wherefore, Your Petitioners Pray that an Order be passed by this Honorable Court, substituting Your Petitioners, Samuel J. Berg, Norman M. Mann and Oscar H. Zarkin, as purchasers of said fee simple improved property, in the place and stead of Samuel J. Berg.

Louis Silberstein
Solicitor for Petitioners

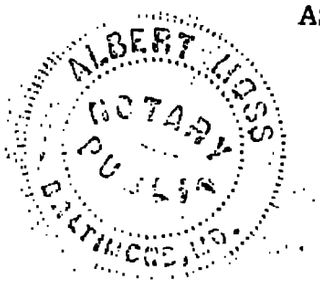
31

FILED
1956 NOV 29 PM 3:35

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 28th day of November, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Samuel J. Berg, Norman M. Mann and Oscar H. Zarkin, known to me to be the Petitioners in the aforegoing Petition to Substitute Purchaser, and they and each of them made oath in due form of law that the matters and facts set forth therein are true and correct, to the best of their knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.



Albert Moss, NOTARY PUBLIC

I, THE UNDERSIGNED, SAMUEL J. BERG, purchaser mentioned in the Report of Sale by the Trustees in the herein proceedings of the fee simple improved property mentioned in said proceedings and located on the Tick Neck Road, near Mountain Road, in the Third Election District of Anne Arundel County, Maryland, and containing approximately one hundred and thirty-eight (138) acres, have read the foregoing Petition and admit the allegations therein contained, and hereby consent to the substitution of the Petitioners, Samuel J. Berg, Norman M. Mann and Oscar H. Zarkin, as purchasers in my place and stead.

Samuel J. Berg

32

WE, THE UNDERSIGNED, ALBERT J. GOODMAN, HUGH K. HOLMES, GEORGE SACHSE and EMANUEL KLAWANS, Trustees in the above-mentioned proceedings, have read the foregoing Petition and consent of Samuel J. Berg, purchaser as therein mentioned, and hereby consent to the substitution of Samuel J. Berg, Norman M. Mann and Oscar H. Zarkin, as purchasers of the fee simple improved property mentioned in said proceedings and located on the Tick Neck Road, near Mountain Road, in the Third Election District of Anne Arundel County, Maryland, and containing approximately one hundred and thirty-eight (138) acres, in the place and stead of Samuel J. Berg.

Albert J. Goodman

Hugh K. Holmes

George Sachse

Emanuel Klawans

Trustees

ORDER

UPON THE FOREGOING Petition, Affidavit and Consents of Samuel J. Berg, Purchaser, and Albert J. Goodman, Hugh K. Holmes, George Sachse, and Emanuel Klawans, Trustees, in the herein proceedings, it is on this 29th day of November, 1956, by the Circuit Court for Anne Arundel County,

ORDERED, that Samuel H. Berg, Norman M. Mann and Oscar H. Zarkin be, and they are hereby substituted as purchasers of the fee simple improved property mentioned in said proceedings and located on the Tick Neck Road, near Mountain Road, in the Third Election District of Anne Arundel County, Maryland, and containing approximately one hundred and thirty-eight (138) acres, in the place and stead of Samuel J. Berg, the original purchaser mentioned in the Trustees' Report of Sale filed herein.

Benjamin Michaelson
Judge.

34

FILED
1956 NOV 30 PM 12:36

LIBER 99 PAGE 272

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. 11,178 Equity
MINNIE E. STINCHCOMB, et al
Vs.
THEODORE S. STINCHCOMB

Ordered, this 24th day of October, 1956, That the sale of the property in these proceedings mentioned made and reported by ALBERT J. GOODMAN, HUGH K. HOLMES, GEORGE SACHSE, and EMANUEL KLAWANS Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 3rd day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd day of December next.

The report states that the amount of sale was $93,000.00.

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

N-22

FILED
1956 DEC -3 AM 9:49

No. M.G. 8888

35

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 30, 1956

We hereby certify, that the annexed

Order Nisi - Sale
Eq. 11,178.
Theodore S. Stinchcomb
$93,000.00

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 3rd day of December, 1956. The first insertion being made the 1st day of November, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. O. Tilghman

LIBER 99 FOLIO 273

MINNIE E. STINCHCOMB, et al.	:	NO. 11,178 EQUITY
		IN THE CIRCUIT COURT
VS.	:	
		FOR
THEODORE S. STINCHCOMB	:	ANNE ARUNDEL COUNTY

; ; ; : : :

PETITION FOR TRUSTEES' COMMISSIONS
AND ORDER OF COURT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Albert J. Goodman, Hugh K. Holmes, George Sachse, and Emanuel Klawans, Trustees appointed by decree of this Court to make sale of the real estate mentioned herein, respectfully represents:

FIRST: That all of the parties in interest herein, prior to the sale of said property, consented to the passage of a decree requiring the trustees to file a corporate bond in the amount of $70,000.00 to cover the proceeds of sale and accrued court costs, thereby indicating an acceptance of the $70,000.00 valuation placed thereon by the complainants in their bill of complaint.

SECOND: That at the public sale of said property, your petitioners obtained a purchase price of $93,000.00; and at the settlement following ratification of the sale, interest of $571.95, or a total of $93,571.95.

THIRD: That the commissions allowed trustees are set by rule of this Court on proceeds of sale up to $50,000.00, but all commissions allowed on amounts received in excess thereof are in the discretion of the Court.

WHEREFORE, your petitioners pray that an order may be passed by this Honorable Court fixing the amount of commissions to be allowed them on $43,571.95, the excess over the $50,000.00 figure established by rule of Court.

FILED
1956 DEC-6 AM 11:22

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

AND AS IN DUTY BOUND, ETC.

Albert J. Goodman

Hugh K. Holmes

George Sachse

Emanuel Klawans

Trustees

ORDER OF COURT

Upon the foregoing petition, it is this 6th day of December, 1956, by the Circuit Court for Anne Arundel County in Equity ordered that the auditor, in stating her account in this cause, allow to the trustees 1½% commissions on $43,571.95, the excess proceeds of sale over $50,000.00.

Benjamin Michaelson

Judge

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

37

FILED

1956 DEC -7 PM 3:25

LIBER 99 PAGE 275

In the Case of

Minnie E. Stinchcomb,
et al
VS.
Theodore S. Stinchcomb

In the

Circuit Court

For

Anne Arundel County

No. 11,178 Equity

To the Honorable, the Judges of said Court:

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

December 8, 1956

All of which is respectfully submitted.

Laura K. Jacklin
Auditor.

FILED
1956 DEC 10 PM 3:25

38

Dr. Minnie E. Stinchcomb, et al vs. Theodore S. Stinchcomb in ac.

To Trustees for Commissions (Order of 12/6/56) viz:	1,933	58	1,933	58
To Trustees for Court costs, viz:				
Plaintiffs' Solicitors' appearance fee	10	00		
Defendant's Solicitors' appearance fee	10	00		
Clerk of Court - Court costs	68	25		
Clerk of Court - additional costs	1	25		
Auditor - stating this account	54	00		
Joseph W. Alton - Sheriff's costs	1	45	144	95
To Trustees for Expenses, viz:				
Capital-Gazette Press - advertising sale	59	07		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	37	00		
The Daily Record - advertising sale	149	48		
The Sun - advertising sale	340	40		
Samuel E. Hoover - 2 metal "for sale" signs	81	60		
Bloom Printing Co. - 1500 envelopes	19	50		
American Personnel Service - addressing envelopes and postage	87	66		
Glens Falls Insurance Co. - bond premiums	372	00		
Alex Cooper - auctioneer's fee	2,045	00		
Clerk of Court - certified copies of deeds	8	25		
Clerk of Court - court costs in #8313 Equity (Stinchcomb, et ux vs. Stinchcomb, et al)	45	60		
One-half Federal documentary stamps	51	15		
One-half State documentary stamps	51	15		
Grace R. Hartge - notary fee	1	00		
			3,362	86
To Trustees for Taxes, viz:				
1955 State and County taxes and interest	247	41		
Advertising tax sale	11	00		
1956 State and County taxes ($226.53) - adjusted - 9 months 23 days	184	39		
Interest to December 1956	10	90		
Costs and advertising tax sale	7	44	461	14
BALANCE FOR DISTRIBUTION - $87,669.42				
Distributed to the devisees of Alfred A. Stinchcomb, viz:				
(1) To Minnie E. Stinchcomb, widow - one-third	29,223	14		
(2) To Edith Jenkins, daughter - one-sixth	14,611	57		
(3) To Theodore Stinchcomb, son - one-sixth	14,611	57		
(4) To Herman A. Stinchcomb, son - one-sixth	14,611	57		
(5) To Lorraine Filby Jenkins, daughter and sole heir of Elva M. Filby, who died 3/21/50 - one-sixth $14,611.57				
LESS Direct inheritance tax 146.12	14,465	45		
To H. S. Clark, Register of Wills - direct inheritance tax above	146	12	87,669	42
			93,571	95

39

with

Albert J. Goodman, Hugh K. Holmes, George Sachse and Emanuel Klawans, Trustees

Cr.

1956						
Oct.	23	Proceeds of Sale	93,000	00		
		Interest on deferred payment of $83,700.00 - 41 days	571	95	93,571	95
					93,571	95

ORDER NISI

LIBER 99 PAGE 278

Minnie E. Stinchcomb,
et al

VERSUS

Theodore S. Stinchcomb

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 11,178 Equity.

FILED
1956 DEC 10 PM 3:25

ORDERED, This 10 day of December, 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 14 day of January next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14 day of January next.

George T. Cromwell, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 15th day of January, 1957, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustees apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge

Filed Jan 15 1957 at 3:51 PM.

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. 11,178 Equity
MINNIE E. STINCHCOMB, et al
Vs.
THEODORE S. STINCHCOMB

Ordered, this 10th day of December, 1956, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 14th day of January next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14th day of January next.

GEORGE T. CROMWELL, Clerk.

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

D-27

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 5, 1957

We hereby certify, that the annexed

Order Nisi Eq. 11,178
Auditor Account
Minnie E. Stinchcomb vs
Theodore S. Stinchcomb

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 14th day of January, 1957. The first insertion being made the 13th day of December, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
No. M.G. 92 71 1957 JAN 15 AM 11:50

42

LIBER 99 PAGE 279

IN THE MATTER OF THE	:	NO. 11684 EQUITY
SALE OF THE MORTGAGED	:	
REAL ESTATE OF ROBERT	:	IN THE
EADES AND JANNIE A.	:	CIRCUIT COURT FOR
EADES, HIS WIFE	:	ANNE ARUNDEL COUNTY

Order to docket case

MR. CLERK:

Please docket the above entitled case, file mortgage, and approve and file Bond.

Eugene M. Childs

Eugene M. Childs
ATTORNEY NAMED IN MORTGAGE

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

Filed MAR 14 1956

County Form LIBER 99 PAGE 280 LIBER 863 PAGE 271

no 11684 - Equity

PURCHASE MONEY

This Mortgage,

Made this 15th day of September, in the year one thousand, nine hundred and fifty-four, between ROBERT EADES and JANNIE A. EADES, his wife,

of Anne Arundel County, in the State of Maryland, Mortgagors, and THE WORKINGMEN'S BUILDING AND LOAN ASSOCIATION, INC., a body corporate, of the State of Maryland, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance of Two thousand four hundred seventy - - - - - ($2470.00) - - - - - - - - - - - - - - - - Dollars, being part of the purchase money for the property hereinafter described; and

Whereas, this Mortgage shall also secure for future advances, as provided by Chapter 923, of the Laws of Maryland, of 1945, or any amendments thereto.

AND WHEREAS, said Mortgagors have agreed to repay the said sum so advanced in installments with interest thereon from the date hereof at the rate of six per cent (6 %) per annum in the manner following:

By the payment of Forty and no/100 - - - - - ($40.00) - - - - - - - - - - - - - - - - Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar week and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum, or in any other way Mortgagee may elect

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagors do grant, convey and assign unto the said Mortgagee, its successors and assigns, all the property described as follows:

ALL those two lots or parcels of ground situate, lying and being in Annapolis, Sixth Election District, Anne Arundel County, Maryland, being known and designated as Lots Nos. 24 and 24A, on the Plat entitled "Subdivision of Morrow Property, Pleasant Street and Pleasant Court", filed among the Plat Records of said County in Plat Book No. 20, folio 46, formerly Cabinet 3, Rod F-3, plat 12; EXCEPTING therefrom, however, the easements and alleys, as shown on said plat, and described in deed from Maude E. Morrow to The Mayor and Aldermen of Annapolis, dated January 23, 1948, recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 460, folio 548.

BEING the same property conveyed to Robert Eades and wife by William Donald Morrow, et al, Executors and Trustees under Last Will and Testament of Maude E. Morrow, by deed dated the day of , 1954, intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

MAR 14 1956

Filed

2

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

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

Provided, however, if the said i gagors, their heirs, personal represen es 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 [redacted] heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagors, their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the morgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever; for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall be added to the principal debt named herein and bear interest at the rate of six per cent (6 %) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagors, their [redacted] 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. However, no failure on the part of the mortgagee to take advantage of this provision shall constitute a waiver or release of the provisions of this section; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagors, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagors, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any weekly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (8) should this mortgage be paid off before maturity in the regular course of payments, said Mortgagors covenant with the said Mortgagee to pay the difference between the installments of dues paid and the amount borrowed, together with a release fee of Three Dollars ($3.00) per share upon each unredeemed share; and in case any calamity has involved the Mortgagee in loss during the period through which such shares have run, before a release is executed the members shall be required to pay his proportion of such loss subject to all the provisions of the charter, by-laws and proper resolutions of the Board of Directors of the Workingmen's Building and Loan Association, Inc.

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

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

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

The said Mortgagors covenant that they will warrant specially the 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:

May F. Brennan
May F. Brennan

Robert Eades (SEAL)
Robert Eades

Jannie A. Eades (SEAL)
Jannie A. Eades

(SEAL)

(SEAL)

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

I HEREBY CERTIFY that on this 15th day of September, 1954, before me, the subscriber, a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared ROBERT EADES and JANNIE A. EADES, his wife,

and they acknowledge the aforegoing mortgage to be their act. At the same time also appeared CHARLES M. CARLSON, President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

May F. Brennan
May F. Brennan Notary Public.

Recorded-15th-Sept-1954-at-1:45-P.M.

MORTGAGE

FROM

ROBERT EADES and

JANNIE A. EADES, his wife

TO

THE WORKINGMEN'S BUILDING AND LOAN ASSOCIATION, INC.

Received for Record 15th day of Sept., 1954 at 1:45 o'clock P. M. Same day recorded in Liber 863 No. 863 Folio 271 etc. one of the Land Records of A.A. Co. County, and examined per

JOHN H. HOPKINS, 3rd, Clerk

Cost of Record, $

EUGENE M. CHILDS
ATTORNEY AT LAW
192 DUKE OF GLOUCESTER
ANNAPOLIS, MD.

(Mortgagee's or Attorney's Bond) LIBER 99 PAGE 284 No 11684 - Equity

Know all Men by these Presents,

THAT WE Eugene M. Childs

as principal, and HARTFORD ACCIDENT AND INDEMNITY COMPANY, a corporation of the State of Connecticut, Hartford, Conn., as surety, are held and firmly bound unto the State of Maryland in the full and just sum of Three thousand and 00/100 ($3,000.00 Dollars, to be paid to the 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 13th day of March in the year nineteen hundred and fifty-six

WHEREAS, the above bounden Eugene M. Childs

by virtue of the power contained in a mortgage from Robert Eades and Jannie A. Eades, his wife to The Workingmen's Building and Loan Association, Inc. bearing date the 15th day of September nineteen hundred and fifty-four and recorded among the land records of Anne Arundel County, Maryland (.....) in Liber JHH No. 863 Folio 271 and being lots 24 and 24A on shown on plat of "sub-division of Morrow property, Pleasant Street in Pleasant Court" Annapolis, 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 Condition of this Obligation is such, that if the above bounden Eugene M. Childs

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 presence of

Elizabeth B. Basil

Betty Lee Hall

Eugene M. Childs [SEAL.]

[SEAL.]

HARTFORD ACCIDENT AND INDEMNITY COMPANY.

By Joseph D. Lazenby Attorney-in-fact. [SEAL.]

approved this 14th March 1956

George T. Cromwell clerk

Filed MAR 14 1956

Form J-3101 Printed in U. S. A.

6

LIBER 99 PAGE 285

IN THE MATTER OF THE	:	NO. 11,684 EQUITY
SALE OF THE MORTGAGED	:	
REAL ESTATE OF ROBERT H.	:	IN THE
EADES AND JANNIE EADES,	:	CIRCUIT COURT FOR
HIS WIFE	:	ANNE ARUNDEL COUNTY

STATEMENT OF MORTGAGE DEBT

Principal Balance due The Workingmen's Building and Loan Association, Inc.	$2,130.85
Interest through March 17, 1956	36.13
	$2,166.98

Additional interest after 3-17-56 - $2.12½ per week

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I hereby certify that on this 14th day of March, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared THOMAS H. LINTHICUM, III, Secretary of The Workingmen's Building and Loan Association, Inc., and made oath in due form of law that the aforegoing statement of amount due is just and owing, with interest as therein claimed.

As witness my hand and seal Notarial.

Eugene M. Childs
Notary Public

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

Filed MAR 16 1956

LIBER 99 PAGE 286

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

CHILDS AND BALD
Attorneys
Annapolis, Md.

MORTGAGEE'S SALE

OF VALUABLE

Fee Simple Property

BEING LOTS NOS. 24 AND 24A, KNOWN AS
NO. 24 PLEASANT STREET, ANNAPOLIS, MD.

By virtue of the power of sale contained in a mortgage from Robert Eades and Jannie A. Eades, his wife, to The Workingmen's Building and Loan Association, Inc., dated September 15, 1954, recorded among the Land Records of Anne Arundel County in Liber J.H.H. 863, folio 271, default having occurred thereunder, the undersigned, Attorney named in said mortgage, will sell at public auction, at the Court House Door, in the city of Annapolis, Maryland, on

TUESDAY, APRIL 10th, 1956

AT 11 O'CLOCK A.M.

All those two lots of ground in Annapolis, Maryland, known and designated as Lots Nos. 24 and 24A on Plat entitled "Subdivision of Morrow Property, Pleasant Street and Pleasant Court", filed among the Plat Records of Anne Arundel County in Plat Book 20, folio 46, EXCEPTING therefrom the easements and alleys, as shown on said plat, and being the same property conveyed to Robert Eades and wife by William Donald Morrow, et al, etc., by deed dated August 26, 1954, recorded among the Land Records of Anne Arundel County in Liber J.H.H. 863, folio 268.

This property is improved by a two-story, six-room frame dwelling house, without central heat or plumbing, being known as No. 24 Pleasant Street.

TERMS OF SALE: A deposit of 10% of the purchase money will be required of the purchaser on day of sale, balance to be paid in cash upon ratification of sale, with interest at 6% from date of sale to date of settlement, taxes and other public charges to be adjusted to date of sale.

Plat of property can be seen at office of undersigned.

EUGENE M. CHILDS,
Attorney Named in Mortgage,
192 Duke of Gloucester Street

FILED
1956 APR 11 PM 2:48

8

IN THE MATTER OF THE SALE OF	:	NO. 11,684 EQUITY
THE MORTGAGED REAL ESTATE OF	:	IN THE
ROBERT H. EADES AND JANIE	:	CIRCUIT COURT FOR
EADES, HIS WIFE	:	ANNE ARUNDEL COUNTY

AGREEMENT TO PURCHASE AND CERTIFICATE OF AUCTIONEER

This is to certify that ~~I~~ (we) have purchased at public auction from Eugene M. Childs, Attorney, the property described in the advertisement attached hereto for the sum of Thirty Two hundred fifty dollars and ~~I~~ (we) agree to comply with the terms of the sale, as set forth therein.

As witness ~~my~~ (our) hand(s) and seal(s) this 10th day of April, 1956.

Witness:

Robert H. Campbell — Edward H. Legum (SEAL)

Miriam R. Legum (SEAL)

This is to certify that I have this day sold, at public auction, for Eugene M. Childs, Attorney, the property described in this handbill, at and for the sum of Thirty two hundred fifty dollars to Edward H. Legum & Miriam R. Legum ~~he~~ (they) being, at that price, the highest bidder(s) therefor, and I hereby certify that the sale was fairly made.

As witness my hand and seal this 10th day of April 1956.

Robert H. Campbell (SEAL)
Robert H. Campbell, Auctioneer

FILED
1956 APR 11 PM 2:48

IN THE MATTER OF THE SALE	:	NO. 11,684 EQUITY
OF THE MORTGAGED REAL ESTATE	:	IN THE
OF ROBERT H. EADES AND	:	CIRCUIT COURT FOR
JANIE EADES, HIS WIFE	:	ANNE ARUNDEL COUNTY

REPORT OF SALE

To the Honorable, the Judges of said Court:

The report of sale of Eugene M. Childs, Attorney named in the mortgage filed in these presents, respectfully shows:

That under and by virtue of the power of sale contained in a mortgage from Robert H. Eades and Jannie Eades, his wife, to The Workingmen's Building and Loan Association, Inc., dated September 15, 1954, recorded among the Land Records of Anne Arundel County in Liber J.H.H. 863, folio 271, default having occurred thereunder, said Attorney, after having given due notice of the time, place, manner and terms of sale by advertisement in the Evening Capital, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the mortgage and the law for such cases made and provided, did offer the property described in said mortgage at public auction at the Court House door, in the city of Annapolis, Maryland, on Tuesday, April 10, 1956, at 11 o'clock A.M., and then and there sold the same to Edward H. Legum and Miriam R. Legum, his wife, at and for the sum of Thirty-two hundred fifty dollars ($3250.00), they being then and there the highest bidders for said property being Lots Nos. 24 and 24A on Plat entitled "Subdivision of Morrow Property, Pleasant Street and Pleasant Court", as described in said mortgage.

And said Attorney further reports that he has received from said purchasers a deposit, as required by the terms of said sale, and agreement signed by the purchasers to comply with the terms of sale, as set forth in

CHILDS & BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

FILED
1956 APR 11 PM 2:48

10

the handbill filed herewith.

Respectfully submitted.

Eugene M. Childs
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I hereby certify that on this 11th day of April, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared EUGENE M. CHILDS, Attorney named in the Mortgage filed in these proceedings, and made oath in due form of law that the matters and things set forth in the aforegoing Report of Sale are true, and that said sale was fairly made.

As witness my hand and seal Notarial.

Elizabeth B. Basil
Elizabeth B. Basil Notary Public

ELIZABETH B. BASIL NOTARY PUBLIC ANNE ARUNDEL CO., MD.

CHILDS & BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

11

LIBER 99 PAGE 290

ORDER NISI

In the Matter of the Sale
of the Mortgaged Real Estate of

Robert H. Eades and
Janie Eades, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,684 Equity

Ordered, this 11th day of April, 1956, That the sale of the property in these proceedings mentioned made and reported by Eugene M. Childs, Attorney named in Mortgage,

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

The report states that the amount of sales was $3250.00.

George I. Cromwell Clerk.

FILED
1956 APR 11 PM 3:12

True Copy.

TEST: Clerk.

(Final Order)

In the Matter of the Sale
of the Mortgaged Real Estate of

Robert H. Eades and
Janie Eades, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 16th day of May, 1956, that the sale made and reported by the Attorney aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

FILED
1956 MAY 17 PM 12:41

12

LIBER 99 PAGE 291 OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 14, 1956

We hereby certify, that the annexed

Order Nisi Eq. 11684

Robert H. Eades.

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 14th day of May, 1956. The first insertion being made the 13th day of April, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. E.C. 7139

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
NO. 11,684 EQUITY

In the Matter of the Sale Of the Mortgaged Real Estate of ROBERT H. EADES and JANIE EADES, his wife.

Ordered, this 11th doy of April, 1956, That the sale of the property in these proceedings mentioned made and reported by Eugene M. Childs, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 14th day of May next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14th day of May, next.

The report states that the amount of sale was $3250.00.

GEORGE T. CROMWELL Clerk,

True Copy, TEST:

GEORGE T. CROMWELL Clerk.

m-4

13

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of ~~vs~~
Robert Eades
and
Jannie A. Eades, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,684 Equity

To the Honorable, the Judges of said Court:

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

May 26, 1956

All of which is respectfully submitted.

Laura K. Jacklin
Auditor.

FILED
1956 MAY 29 PM 3:14

14

Dr. in ac.

In the Matter of the Sale of the Mortgaged Real Estate of Robert Eades and Jannie A. Eades, his wife

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	128	04	178	04
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	41	24		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	9	69		
Hartford Accident & Indemnity Co. - bond premium	12	00		
Robert H. Campbell - auctioneer's fee	32	50		
One-half Federal documentary stamps	1	93		
One-half State documentary stamps	1	92		
Elizabeth B. Basil - notary fee		50	113	78
To Attorney for Taxes, viz: 1956 State and County taxes ($25.09) - adjusted to 4/10/56	7	22	7	22
To Attorney for Benefit Charges, viz:				
Annapolis Water Dept. - metered water to 4/10/56	5	28	5	28
To Workingmen's Building & Loan Ass'n., Inc., mortgagee - in full for mortgage claim filed $2,166.98				
Interest to 4/10/56 @ $2.12½ per week - 4 weeks 8.50	2,175	48	2,175	48
To Robert Eades and Jannie A. Eades, his wife, mortgagors - this balance	740	33	740	33
			3,271	63

15

with

Eugene M. Childs, Attorney named in Mortgage

Cr.

1956							
Apr.	10	Proceeds of Sale		3,250	00		
		Interest on deferred payment of $2,925.00 to 5/18/56		17	98	3,267	98
		Refund 1955 Annapolis City taxes ($16.44) - adjusted to 4/10/56		3	65	3	65
						3,271	63

ORDER NISI

LIBER 99 PAGE 295

In the Matter of the Sale of the Mortgaged Real Estate

~~VERSUS~~ of

Robert Eades

and

Jannie A. Eades, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,684 Equity.

ORDERED, This 29 day of May, 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 2 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 2 day of July next.

George T. Cromwell, Clerk.

Filed 29 May, 1956, at 3:14 P.M.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 3d day of July, 1956, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ Clerk apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

Benjamin Michael Sr.

Judge.

FILED

1956 JUL -3 PM 4:05

LIBER 99 PAGE 296

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. 11,684 EQUITY

In the Matter of the Sale of the Burlingame Real Estate of

ROBERT EADES and

JANNIE A. EADES, his wife.

Ordered, this 29th day of May, 1956, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 2nd day of 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 2nd day of July next.

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

GEORGE T. CROMWELL, Clerk.

ju-13

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 20, 1956

We hereby certify, that the annexed

Order Nisi Eq. 11,684.

Auditor account

Robert Eades

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 2nd day of July, 1956. The first insertion being made the 30th day of May, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Wilkinson

FILED

No. E.C. 6184 1956 JUN 29 AM 9:36

18

ERNEST J. CHAFFON Baltimore, Maryland	:	NO. 11,613 EQUITY IN THE
VS.	:	
OTTO GARDNER 163 West Hamburg Street Baltimore, Maryland	:	
AND all and any persons having or claiming to have any interest in the property assessed to Otto Gardner 163 Hamburg Street, Baltimore Maryland, described as lots 21 and 22 Section "W", Riviera Beach, Third Election District of Anne Arundel County, Maryland	:	CIRCUIT COURT FOR
FLORENCE M. FIELDS c/o St. Joseph's Hospital 703 Main Street Patterson, N.J.	:	
AND any and all persons having or claiming to have any interest in the property assessed to Florence M. Fields, c/o St. Joseph's Hospital, 703 Main Street, Patterson, N.J., described as lots 11 and 12 Section 29 at Sunset Beach in the Third Election District of Anne Arundel County, Md.	:	ANNE ARUNDEL COUNTY

BILL OF COMPLAINT TO FORECLOSE EQUITY OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Complainant, Ernest J. Chaffon, respectfully shows:

First: That a search of the land records, the records of the Register of Wills, the equity and law records of Anne Arundel County discloses that the defendants were owners of certain properties at the time they were sold at tax sales by the Treasurer of Anne Arundel County to the County Commissioners of Anne Arundel County.

Second: That Tax Sales Certificates Numbers 1243 and 1244 were issued by Joseph H. Griscom, Sr., Successor to James A. Walton, Treasurer and Collector of State and County taxes for

Filed JAN 11 1956

Anne Arundel County, State of Maryland, to the County Commissioners of Anne Arundel County and assigned by the County Commissioners to the Complainant and are filed herewith marked "Exhibit A" and are prayed to be taken as a part hereof, as provided by Article 81, Section 82 of the Annotated Code of Maryland.

Third: That the property mentioned in said certificates are described as follows:

A. Certificate 1243: All those lots of ground situate, lying and being in the Third Election District of Anne Arundel County, Maryland, being known and designated as lots Numbers 21 and 22 in Section "W" on a plat of Riviera Beach filed among the Plat Records of Anne Arundel County in Plat Book W.N.W.No. 3 folio 56, then in Cabinet No. 1 Rod M, plat 12, now filed in Plat Book No. 4 folio 39, with a total frontage of about 50 feet on Bay Drive as shown on said plat. Being the same property which was conveyed by Thomas W. Pumphrey, Jr., Attorney of Howard M. Pumphrey to Otto Gardner by deed dated October 9, 1928, and recorded among the Land Records of Anne Arundel County in Liber F.S.R.No. 45 folio 194. The property was assessed on the date of the collector's sale to Otto Gardner, whose last known address was 163 West Hamburg Street, Baltimore, Maryland. The amount due on the date of sale was $30.22.

B. Certificate 1244: All those two lots situate, lying and being in the Third Election District of Anne Arundel County aforesaid, being known and designated as lots 11 and 12 Section 29 on the plat of Sunset Beach, said plat filed among the Plat Records of Anne Arundel County in Plat Book F.S.R.No. 3 folio 79, then in Cabinet No. 1 Rod A-3, folio 8, now in Book No. 9 folio 22, and being the same property which was conveyed by The Sunset Beach Development Company to Florence M. Fields by deed dated February 6, 1937, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 160 folio 122. The property was assessed on the date of the Collector's Sale to Florence M. Fields, whose last

2

known address was c/o St. Joseph's Hospital, 703 Main Street, Patterson, New Jersey. The amount due on the date of sale was $19.82.

Fourth: That said properties have not been redeemed by any party in interest although more than one year and one day from the date of sale have expired.

Fifth: To redeem the properties it is necessary for the respodents to pay the sums as set out after the descriptions of each property, with interest from October 11, 1937, all taxes, interest and penalties accruing subsequent to the date of sale and all expenditures as shown by the respective Certificates which have actually been paid by the complainant under Sections 90 and 91 of Article 81 of the Annotated Code of Maryland, 1951 Edition.

TO THE END THEREFORE,

1. That process directed to the above-nemed respondents, whose last known addresses are set out with their names after the description of each property.

2. That an order of publication directed to all parties in interest in the various properties.

3. That a final decree be passed foreclosing all rights of redemption of the respondents in and to the properties described herein.

AND AS IN DUTY BOUND, ETC.

Ernest J. Chaffon

Ernest J. Chaffon, Complainant

Marvin I. Anderson

Marvin I. Anderson, Solicitor for Complainant

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 7th day of January in the year Nineteen hundred and fifty-six, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Ernest J. Chaffon, and made oath in due form of law that the matters and facts set forth in the afore-

3

going Bill of Complaint are true as therein stated, to the best of his knowledge and belief.

Witness my hand and seal Notarial,

Myrtle Sturm

Myrtle Sturm, Notary Public

Sue to Chaffon

1244

CERTIFICATE OF TAX SALE

I, Joseph H. Griscom Sr., Successor to James A. Walton, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14 1941, I sold to A. A. Co Comm. at public auction for the sum of 19 Dollars and 82 Cents, of which none Dollars has been paid as a deposit on the property in 3 District described as Lots 11-12 Sec 29 situated at Sunset Beach, A. A. Co.

and assessed to Florence M. Fields

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 15 1942, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 18 day of November 1955

Joseph H. Griscom Jr.

Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling

Notary Public.

4

My Commission Expires May 6 1957

NELLIE ELIZABETH STERLING NOTARY PUBLIC ANNE ARUNDEL COUNTY, MARYLAND

Exhibit "A" with Bill of Complaint

Filed JAN 11 1956

5

November 28, 1955

FOR VALUE RECEIVED, we hereby transfer and assign all our right, title and interest to the within Certificate No. 1244, unto Ernest J. Chaffon, at and for the sum of $100.00.

Witness:
Lucy F. Lockard

COUNTY COMMISSIONERS
FOR ANNE ARUNDEL COUNTY

By Ralph L. Lowman
Ralph L. Lowman, President

LIBER 99 PAGE 302

1243

CERTIFICATE OF TAX SALE

I, Joseph H. Gracin Sr., Successor to Jas. N Pepper, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 11, 1937, I sold to A A Co. Comm. at public auction for the sum of 30 Dollars and 22 Cents, of which None Dollars has been paid as a deposit on the property in 3 District described as Lots 21-22 Section W. situated at Pioneer Beach, A A Co.

and assessed to Otto Gardner

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

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

Joseph H. Gracin Sr
Collector.

State of Maryland, Anne Arundel County, Sct: Nov. 1955

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

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 6, 1957

NELLIE ELIZABETH STERLING NOTARY PUBLIC ANNE ARUNDEL COUNTY, MARYLAND

Exhibit "A" with Bill of Complaint

Filed JAN 11 1956

6

LIBER 99 PAGE 303

November 28, 1955

FOR VALUE RECEIVED, we hereby transfer and assign all our right, title and interest to the within Certificate No. 1243, unto Ernest J. Chaffon, dt and for the sum of $250.00.

= 5-0

WITNESS:

COUNTY COMMISSIONERS FOR
ANNE ARUNDEL COUNTY

By Ralph L. Lowman
Ralph L. Lowman, President

Marvin I. Anderson--Solicitor
20-U West Street, Annapolis, Maryland

NO. 11,613 EQUITY,- IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

Ernest J. Chaffon vs. Otto Gardner, and any and all persons having or claiming to have any interest in the property assessed to Otto Gardner, 163 West Hamburg Street, Baltimore, Maryland, described as lots 21 and 22 Section "W" Riviera Beach, Third Election District, Anne Arundel County, Maryland; and Florence M. Fields and any and all persons having or claiming to have any interest in the property assessed to Florence M. Fields, c/o St. Joseph's Hospital, 703 Main Street, Patterson, N. J., described as lots 11 and 12 Section 29 at Sunset Beach in the Third Election District of Anne Arundel County, Maryland.

ORDER OF PUBLICATION

The object of these proceedings is to secure the foreclosure of all rights of redemption in the following property situate in the Third Election District of Anne Arundel County, Maryland, sold by the Collector of Taxes for the County of Anne Arundel County and State of Maryland to the Complainant in these proceedings:

A. All those two lots of ground situate, lying and being in the Third Election District of Anne Arundel County, being known and designated as lots Numbers 21 and 22 in Section "W" on a plat of Riviera Beach filed among the Plat Records of Anne Arundel County in Plat Book W.N.W.No. 3 folio 56, then in Cabinet No. 1 Rod M, plat 12, now filed in Book No. 4 folio 39 with a total frontage of about 50 feet on Bay Drive as shown on said plat. Being the same property which was conveyed by Thomas W. Pumphrey, Jr., Attorney of Howard M. Pumphrey to Otto Gardner by deed dated October 9, 1928, and recorded among the Land Records of Anne Arundel County in Liber F.S.R.No. 45 folio 194.

B. All those two lots of ground being known and designated as lots Numbers 11 and 12 Section 29 on the plat of Sunset Beach, said plat filed among the Plat Records of Anne Arundel County in Plat Book F.S.R.No. 3 folio 79, then in Cabinet No. 1 Rod A-3, folio 8, now in Book No. 9 folio 22, and being the same property which was conveyed to Florence M. Fields by The Sunset Beach Development Company by deed dated February 6, 1937, and recorded among the Land Records aforesaid in Liber F.A.M.No. 160 folio 122.

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

It is thereupon, this 12th day of January, 195, by the Circuit Court for Anne Arundel County in Equity ordered that notice be given by the insertion of a copy of this order in some

Filed JAN 11 1956

newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said properties to be and appear in this Court by the 21st day of March, 1956, and redeem the property and answer the bill, or thereafter a final decree will be rendered foreclosing all rights of redemption in the property and vesting in the complainant a title free and clear of all encumbrances.

George T. Cromwell
Clerk

TRUE COPY TEST:

_____
Clerk

MARVIN I ANDERSON, Solicitor
20-U West Street,
Annapolis, Maryland

NO. 11,613 EQUITY,— IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

Ernest J. Chaffon vs. Otto Gardner, and any and all persons having or claiming to have any interest in the property assessed to Otto Gardner, 163 West Hamburg Street, Baltimore, Maryland described as lots 21 and 22 Section "W" Riviera Beach, Third Election District, Anne Arundel County, Maryland; and Florence M. Fields and any and all persons having or claiming to have any interest in the property assessed to Florence M. Fields, c/o St. Joseph's Hopsital, 703 Main Street, Patterson, N. J., described as lots 11 and 12 Section 29 at Sunset Beach in the Third Election District of Anne Arundel County, Maryland.

Order Of Publication

The object of these proceedings is to secure the foreclosure of all rights of redemption in the following property situate in the Third Election District of Anne Arundel County, Maryland, sold by the Collector of Taxes for the County of Anne Arundel County and State of Maryland to the Complainant in these proceedings:

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B. All those two lots of ground being known and designated as lots Numbers 11 and 12 Section 29 on the plat of Sunset Beach, said plat filed among the Plat Records of Anne Arundel County in Plat Book F. S. R. No. 3 folio 79, then in Cabinet No. 1 Rod A-3, folio 8, now in Book No. 9 folio 22, and being the same property which was conveyed to Florence M. Fields by The Sunset Beach Development Company by deed dated February 6, 1937, and recorded among the Land Records aforesaid in Liber F. A. M. No. 160 folio 122.

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

It is thereupon, this 12th day of January 1956, by the Circuit Court for Anne Arundel County in Equity ordered that notice be given by the insertion of a copy of this order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said properties to be and appear in this Court by the 21st day of March, 1956, and redeem the property and answers the bill, or thereafter a final decree will be rendered foreclosing all rights of redemption in the property and vesting in the complainant a title free and clear of all encumbrances

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

f-9

LIBER 99 PAGE 306 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 20, 1956

We hereby certify, that the annexed Order Publication Eq. 11,613. Property Otto Gardner

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 21st day of March, 1956. The first insertion being made the 19th day of January, 1956

THE CAPITAL-GAZETTE PRESS, INC.

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1956 MAY 23 PM 12:56

Wilghman

ERNEST J. CHAFFON Baltimore, Maryland, Plaintiff, vs. OTTO GARDNER, et al., Defendants	:	NO. 11,613 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

: : : : : : :

PETITION FOR DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Ernest J. Chaffon, by Marvin I. Anderson, his attorney, respectfully shows:

1. That two "Non Est" have been returned against the following defendant in the above-entitled case:

Otto Gardner

2. That the following Non-Resident Defendant has neither appeared nor answered as required by the Order of Publication, although the time for so doing has expired, as will be seen by reference to the Certificate of Publication hereto attached:

Florence M. Fields

WHEREFORE, your Petitioner prays that the Bill of Complaint be taken Decree Pro Confesso against said Defendants.

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Marvin I. Anderson
Solicitor for Petitioner

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that two "Non Est" have been returned against the Defendant, as set forth in Paragraph 1 of the Petition; and that the Non-resident Defendant mentioned in Paragraph 2 of said Petition was duly notified by Order of Publication; and it further appearing that both of said Defendants mentioned in Paragraphs 1 and 2 were duly notified by Order

10

of Publication; and that the Order of Publication heretofore issued therein has been fully published in the Maryland Gazette, a newspaper published in Annapolis, Anne Arundel County, Maryland; and both of the Defendants having failed to appear either in person or by Solicitor and answer the Bill of Complaint filed against them.

IT is, thereupon, this 22d day of May, 1956, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the said Bill of Complaint be and the same is hereby taken pro confesso against said Defendants.

Benjamin Richardson
Judge

LIBER 99 PAGE 309

ERNEST J. CHAFFON, Baltimore, Maryland, Plaintiff, versus OTTO GARDNER, et al., Defendants	:	NO. 11,613 EQUITY
	:	IN THE
	:	CIRCUIT COURT
	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	

: : : : : : :

DECREE

This cause, standing ready for hearing and being submitted, the proceedings were read and considered, and it appearing that the same have been conducted in compliance with the provisions of Article 81, Sections 69 to 121, of the Annotated Code of Maryland, 1951 Edition.

It is, thereupon, this 30th day of June, 1956, by the Circuit Court for Anne Arundel County, in Equity, Adjudged, Ordered and Decreed:

1. That all the rights of redemption of the Defendants, Otto Gardner and Florence M. Fields, or of anyone claiming by, from or under them, or either of them, in and to the property described in the Bill of Complaint and Certificates of Sale as having been sold by the Treasurer of Anne Arundel County for the non-payment of taxes be, and the same are hereby barred and foreclosed.

2. That an absolute and indefeasible title, in fee simple, to said property, free and clear of all alienations and dissents occurring prior to this decree; as well as all encumbrances thereon (except taxes accruing subsequent to said date of sale and the public easements to which the same is subject) is hereby vested in the Plaintiff.

3. That, upon the payment to him of the balance, if any, due on the purchase price of said property, together with all taxes, interest and penalties thereon accruing subsequent to the date of

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sale, the Treasurer of Anne Arundel County, shall execute a deed conveying said property to Ernest J. Chaffon.

4. That the Clerk of this Court issue a certified copy of this decree to be served on the Treasurer.

5. That the Plaintiff shall pay the costs of these proceedings.

Benjamin Richardson
Judge

13

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

SOUTHERN MUNICIPAL CORPORATION, a body corporate of the State of Delaware
236 Main Street
Annapolis, Maryland
Plaintiff

: IN EQUITY

: EQUITY NO. 11,714

vs

MATTHIAS H. DOEPKINS
Gambrills Post Office
Maryland
And any and all persons having or claiming to have any interest in the following described real estate located in the Second Election District of Anne Arundel County, to wit:
11.84 Acres and Improvements, Block 609, situated near Gambrills on Rutland-Governor's Bridge Rd.

DAVID G. JOHNSON and
ALICE JOHNSON
Box 354
Odenton, Maryland
And any and all persons having or claiming to have any interest in the following described real estate located in the Second Election District of Anne Arundel County, to wit:
S. E. Section of Lots 4-5, Blk. 695, situated at Annapolis-Conway

---

JOHN C. and MARY V. BADE, also known as BLADE, and also known as BODE
2561 Harlan Ave.
Baltimore, Maryland
And any and all persons having or claiming to have any interest in the following described real estate, located in the Third Election District of Anne Arundel County, to wit:
Lot 13, Blk. 00, Plat 3, and Lot 195, Sec. D. Plat 6, all as shown on the plat of Cape St. Claire

---

MIRA G. ROBINSON
also known as Mira G. Robison
Last Known address
c/o Mrs. Eugene Swigert
Spring Hill Lane
Cincinnati 26, Ohio
And any and all persons having or claiming to have any interest in the following described real estate, located in the Third Election District of Anne Arundel County, to wit:
Lots 3, 4, 5, 6, 7, 8, Sect. 70, as shown on the plat of Green Haven.

ROBERT B. TURNER and
PAULINE R. TURNER
4226 7th. Street, N.W.
Washington, D. C.
And any and all persons having or claiming to have any interest in the following described real estate, located in the Third Election District of Anne Arundel County, to wit:
Lots 319 and 321 as shown on the plat of Shore Acres.

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EDNA DIGGS and
BERTHA PULLEY
Parole, Maryland
And any and all persons having or claiming to have any interest in the following described real estate, located in the Sixth-A Election District of Anne Arundel County, to wit:
Real estate situated at Lot 10 in Reidsville (City taxes only)

MILLARD B. SMALLWOOD and
LOIS H. SMALLWOOD
241 West 138th. Street
New York 30, New York
And any and all persons having or claiming to have any interest in the following described real estate, located in the Seventh Election District of Anne Arundel County, to wit:
Lots 6, 7, 8 and 9, Blk. 11 as shown on the plat of Columbia Beach.

LOUIS JONGBLOET and
MARGARET JONGBLOET
Crownsville, Maryland
And any and all persons having or claiming to have any interest in the following described real estate, located in the Second Election District of Anne Arundel County, to wit:
Lots 4-17 inclusive, Blk. 51, Sec. E as shown on the plat of Herald Harbor.

MESEO PINKNEY and
ROSABELLE PINKNEY
R. F. D. No. 9
Brooklyn 25, Maryland
And any and all persons having or claiming to have any interest in the following described real estate, located in the Fifth Election District of Anne Arundel County, to wit:
6 feet of lot 384, Plat 1, Lot 383 Plat 1 and Improvements 30 x 130, all as shown on the plat of Patapsco Park.

FRANK STUDWOOD
817 Otis Street, N.W.
Washington, D. C.
And any and all persons having or claiming to have any interest in the following described real estate, located in the Seventh Election District of Anne Arundel County, to wit:
Lots 15 and 16, Blk. 14, as shown on the plat of Columbia Beach.

CLEVELAND T. TOPLEY and
VIOLET P. TOPLEY
1013 Westmoreland Road
Falls Church, Virginia
And any and all persons having or claiming to have any interest in the following described real estate, located in the Seventh Election District of Anne Arundel County, to wit:
Lot 3, Square 7 and improvements as shown on the plat of Owings Beach.

MARIE E. CARRE
c/o M. C. Means
3018 East Manning Street
Alexandria, Virginia
And any and all persons having or claiming to have any interest in the following described real estate, located in the Seventh Election District of Anne Arundel County, to wit:

Lots 30, 31 and 32, Blk. C, as shown on the plat of Snug Harbor.

HELEN E. McGARVEY
c/o Helen Saul
1607 Eye Street, N.W.
Washington 6, D. C.
And any and all persons having or claiming to have any interest in the following described real estate, located in the Eighth Election District of Anne Arundel County, to wit:

Lot 1, Square 2 and Improvements, 41.02 x 135, as shown on the plat of Fair Haven.

Defendants

BILL OF COMPLAINT TO FORECLOSE EQUITIES OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Plaintiff complaining says:

1. That it is a corporation duly organized and existing under the laws of the State of Delaware and duly registered and qualified in the State of Maryland, and brings this action for the purpose of foreclosing the rights of redemption in and to the properties hereinafter set forth under and by virtue of Sections 69-114 inclusive and amendments thereto, of Article 81 of the Annotated Code of Maryland (1951 Edition).

2. That on October 11, 1954, your Plaintiff, at a regular tax sale, purchased from Joseph H. Griscom, Sr., Treasurer of Anne Arundel County, and Collector of Taxes for the State of Maryland and Anne Arundel County, and received Certificates of Tax Sale therefor from said Collector of Taxes to the following real estate located in Anne Arundel County, to wit:

(1) Certificate No. 2500 - 11.84 acres and Improvements, Block 609, situated near Gambrills on Rutland-Governor's Bridge Road, Second Election District and assessed to Matthias H. Doepkins.

(2) Certificate No. 2523 - S. E. Section of Lots 4-5, Blk. 695, situated at Annapolis-Conway, Second Election District and assessed to David G. and Alice Johnson.

(3) Certificate No. 2526 - Lot 13, Blk. 00, Plat 3 and Lot 195, Section D, Plat 6, all as shown on the Plat of Cape St. Claire, Third Election District and assessed to John C. and Mary V. Bade, also known as Blade and also known as Bode.

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(4) Certificate No. 2530 - Lots 3, 4, 5, 6, 7 and 8, Section 70, as shown on the plat of Green Haven, Third Election District and assessed to Mira G. Robinson, also known as Mira G. Robison.

(5) Certificate No. 2538 - Lots 319 and 321 as shown on the Plat of Shore Acres, Third Election District and assessed to Robert B. and Pauline R. Turner.

(6) Certificate No. 2541 - Real Estate situated at Lot 10, Reidsville, Six-A Election District and assessed to Edna Diggs and Bertha Pulley, (sold for City of Annapolis Taxes).

(7) Certificate No. 2550 - Lots 6, 7, 8 and 9, Block 11 as shown on the Plat of Columbia Beach, Seventh Election District and assessed to Millard B. and Lois H. Smallwood.

(8) Certificate No. 2565 - Lots 4 to 17 inclusive, Block 51, Section E as shown on the plat of Herald Harbor, Second Election District and assessed to Louis and Margaret Jongbloet.

(9) Certificate No. 2584 - 6 feet of Lot 384, Plat 1, Lot 383, Plat 1 and Improvements 30 x 130. All as shown on the Plat of Patapsco Park, Fifth Election District and assessed to Meseo and Rosabelle Pinkney.

(10) Certificate No. 2591 - Lots 15 and 16, Block 14 as shown on the Plat of Columbia Beach, Seventh Election District and assessed to Frank Studwood.

(11) Certificate No. 2592 - Lot 3, Square 7 and Improvements as shown on the Plat of Owings Beach, Seventh Election District and assessed to Cleveland T. and Violet P. Topley.

(12) Certificate No. 2593 - Lots 30, 31 and 32 Block C as shown on the Plat of Snug Harbor, Seventh Election District and assessed to Marie E. Carre.

(13) Certificate No. 2597 - Lot 1, Square 2 and Improvements 41.02 x 135 as shown on the Plat of Fair Haven, Eighth Election District and assessed to Helen E. McGarvey.

3. That said Tax Sale Certificates as hereinabove set forth, to wit: Numbers 2500, 2523, 2526, 2530, 2538, 2541, 2550, 2565, 2584, 2591, 2592, 2593 and 2597, dated October 11, 1954, setting forth the aforesaid sales to your Plaintiff, are attached hereto and filed herewith as "Plaintiff's Exhibits Numbers 1 - 13 inclusive and are prayed to be read and considered a part hereof as fully as if incorporated herein.

4. That a diligent and careful search of the Land Records, Law and Equity Records, Tax and Assessment Records and the Records of the Register of Wills of Anne Arundel County reveals:

(1) That Matthias H. Doepkins is the record owner of 11.84 Acres and Improvements, Block 609 situated near Gambrills on Rutland-Governor's Bridge Road, Second Election District.

(2) That David G. Johnson and Alice Johnson, his wife are the record owners of S. E. Section of Lots 4 and 5, Block 695, situated at Annapolis-Conway, Second Election District.

(3) That John C. Bode and Mary V. Bode, his wife are the record owners of Lot 13, Blk. 00, Plat 3 and Lot 195 Section D, Plat 6, all as shown on the Plat of Cape St. Claire, Third Election District.

(4) That Mira G. Robison is the record owner of Lots 3, 4, 5, 6, 7 and 8, Section 70 as shown on the Plat of Green Haven, Third Election District.

(5) That Robert B. Turner and Pauline R. Turner, his wife are the record owners of Lots 319 and 321 as shown on the Plat of Shore Acres, Third Election District.

(6) That Edna Diggs and Bertha Pulley are the record owners as Joint Tenants and not as Tenants in Common of Lot 10, Reidsville, Six-A Election District.

(7) That Millard B. Smallwood and Lois H. Smallwood, his wife are the record owners of Lots 6, 7, 8 and 9, Block 11, as shown on the Plat of Columbia Beach, Seventh Election District.

(8) That Louis Jongbloet and Margaret Jongbloet, his wife are the record owners of Lots 4 to 17 inclusive, Block 51, Section E, as shown on the Plat of Herald Harbor, Second Election District.

(9) That Meseo Pinkney and Rosabelle Pinkney, his wife are the record owners of 6 feet of Lot 384, Plat 1 and Lot 383 Plat 1 and Improvements 30 x 130 all as shown on the Plat of Patapsco Park, Fifth Election District.

(10) That Frank Studwood is the record owner of Lots 15 and 16, Block 14 as shown on the Plat of Columbia Beach, Seventh Election District.

(11) That Cleveland T. Topley and Violet P. Topley, his wife are the record owners of Lot 3, Square 7 and Improvements as shown on the Plat of Owings Beach, Seventh Election District.

(12) That Marie E. Carre, single, is the record owner of Lots 30, 31 and 32, Block C as shown on the Plat of Snug Harbor, Seventh Election District.

(13) That Helen E. McGarvey, unmarried, is the record owner of Lot 1, Square 2 and Improvements 41.02 x 135 as shown on the Plat of Fair Haven, Eighth Election District.

5. That the aforementioned and described real estate has not been redeemed by the Defendants herein nor by anyone claiming through them, although more than one year and a day has elapsed from the aforesaid date of the aforesaid tax sale.

6. That the Plaintiff purchased all the land hereinabove mentioned at the aforesaid tax sale held on October 11, 1954, as required by statute in such cases made and provided under the laws of the State of Maryland, said properties having been advertised and sold for taxes due, in arrears unpaid for the years 1953 and 1954 to Anne Arundel County and the City of Annapolis, and Plaintiff bid and paid for the aforesaid Tax Sale Certificates the following amounts:

CERTIFICATE NO.	BID	PRICE PAID
(1) 2500	$300.00	$ 35.75
(2) 2523	18.59	18.59
(3) 2526	30.00	30.00
(4) 2530	40.00	36.97
(5) 2538	50.00	32.97
(6) 2541	14.76	14.76
(7) 2550	300.00	112.10
(8) 2565	55.78	55.78
(9) 2584	200.00	126.27
(10) 2591	300.00	97.74
(11) 2592	550.00	74.50
(12) 2593	200.00	25.76
(13) 2597	176.85	176.85

7. That the amounts necessary for redemption of each of the aforesaid Tax Sale Certificates are as follows:

CERTIFICATE NO.	AMOUNT DUE
(1) 2500	$ 35.75
(2) 2523	18.59
(3) 2526	30.00
(4) 2530	36.97
(5) 2538	32.97
(6) 2541	14.76
(7) 2550	112.10
(8) 2565	55.78
(9) 2584	126.27
(10) 2591	97.74
(11) 2592	74.50
(12) 2593	25.76
(13) 2597	176.85

Plus taxes to date, penalties, interest and the total disbursements of the holder of the Certificates of Tax Sale and costs on each of the above Certificates.

TO THE END THEREFORE, YOUR PLAINTIFF PRAYS:

1. That Writs of Subpoenae be issued and served upon the Defendants herein commanding them to appear in this Court on some day certain to be named therein and make answer thereto.

2. That an Order of Publication be granted unto your Plaintiff, directed to the Defendants and to all parties in interest, commanding them to appear in this Court on some certain day to be stated therein and answer the exigencies of this Bill of Complaint.

3. That this Court enter a Final Decree foreclosing all rights of redemption of the Defendants and all persons having or claiming to have any interest in the hereinabove described property.

4. That the Final Decree herein provide that the Treasurer for Anne Arundel County execute to Plaintiff a Deed to the

properties herein involved vesting in Plaintiff a good and marketable title, indefeasible and absolute, in fee simple and free and clear of any and all liens, claims and encumbrances to date of said Decree.

5. And for such other and further relief as the nature of this case may require and may seem just and proper to this Court.

And as in duty bound, etc.

C. Maurice Weidemeyer

C. Maurice Weidemeyer

SOUTHERN MUNICIPAL CORPORATION

By C. Maurice Weidemeyer
C. Maurice Weidemeyer, Pres.

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

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

C. MAURICE WEIDEMEYER, being first duly sworn and on oath deposes and says that he is the President of SOUTHERN MUNICIPAL CORPORATION, Plaintiff herein, and he has read the foregoing Bill of Complaint to Foreclose Equities of Redemption by him signed and knows the contents thereof and verily believes same to be true to the best of his knowledge and belief.

C. Maurice Weidemeyer
C. Maurice Weidemeyer

SUBSCRIBED and Sworn to before me this 11th day of April, 1956.

Basil E. Moore, Jr., Notary Public

C. Maurice Weic ieyer
Basil E. Moore, Jr.
Annapolis, Maryland
Attorneys

LIBER 99 PAGE 318

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

SOUTHERN MUNICIPAL CORPORATION : IN EQUITY
a body corporate of the State of Delaware:
236 Main Street :
Annapolis, Maryland : EQUITY NO. 11,714
Plaintiff :

vs

MATTHIAS H. DOEPKINS, Gambrills Post Office, Maryland

DAVID G. JOHNSON and ALICE JOHNSON, his wife, Box 354, Odenton, Maryland

JOHN C. BADE and MARY V. BADE, also known as BLADE and also known as BODE, 2561 Harlan Avenue, Baltimore 16, Maryland

MIRA G. ROBINSON, also known as MIRA G. ROBISON, last known address, c/o Mrs. Eugene Swigert, Spring Hill Lane, Cincinnati 26, Ohio.

ROBERT B. TURNER and PAULINE R. TURNER, his wife, 4226 7th Street, N.W., Washington, D. C.

EDNA DIGGS and BERTHA PULLEY, Parole, Maryland

MILLARD B. SMALLWOOD and LOIS H. SMALLWOOD, his wife, 241 West 138th Street, New York 30, New York

LOUIS JONGBLOET and MARGARET JONGBLOET, his wife, Crownsville, Maryland

MESEO PINKNEY and ROSABELLE PINKNEY, his wife, R.F.D. No. 9, Brooklyn 25, Maryland

FRANK STUDWOOD, 817 Otis Street, N.W., Washington, D. C.

CLEVELAND T. TOPLEY and VIOLET P. TOPLEY, his wife, 1013 Westmoreland Road, Falls Church, Virginia

MARIE E. CARRE, c/o M. C. Means, 3018 East Manning Street, Alexandria, Virginia

HELEN E. McGARVEY, c/o Helen Saul, 1607 Eye Street, N.W., Washington 6, D. C.

AND any and all persons having or claiming to have any interest in the following described real estate, located in Anne Arundel County, Maryland, to wit:

DISTRICT	DESCRIPTION	CERTIFICATE NO.
(1) Second	11.84 acres and Improvements, Blk. 609, situated near Gambrills on Rutland-Governor's Bridge Road	2500
(2) Second	S. E. Section of Lots 4-5, Blk. 695, situated at Annapolis-Conway	2523
(3) Third	Lot 13, Blk. 00, Plat 3, and Lot 195, Section D, Plat 6, all as shown on the Plat of Cape St. Claire	2526
(4) Third	Lots 3, 4, 5, 6, 7 and 8, Section 70, as shown on the Plat of Green Haven	2530
(5) Third	Lots 319 and 321 as shown on the Plat of Shore Acres	2538

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1956 APR 11 PM 3:24

DISTRICT	DESCRIPTION	CERTIFICATE NO.
(6) Six-A	Real Estate situated at Lot 10, Reidsville	2541
(7) Seventh	Lots 6, 7, 8 and 9, Block 11 as shown on the Plat of Columbia Beach	2550
(8) Second	Lots 4 to 17 inclusive, Block 51, Section E, as shown on the Plat of Herald Harbor	2565
(9) Fifth	6 feet of Lot 384, Plat 1, Lot 383, Plat 1, and Improvements 30x130. All as shown on the Plat of Patapsco Park	2584
(10) Seventh	Lots 15 and 16, Block 14 as shown on the Plat of Columbia Beach	2591
(11) Seventh	Lot 3, Square 7 and Improvements as shown on the Plat of Owings Beach	2592
(12) Seventh	Lots 30, 31 and 32, Block C as shown on the Plat of Snug Harbor	2593
(13) Eighth	Lot 1, Square 2 and Improvements 41.02 x 135 as shown on the Plat of Fair Haven	2597

ALL as substantially described in Certificates of Tax Sale sold by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, to SOUTHERN MUNICIPAL CORPORATION, Plaintiff, on October 11, 1954, for amounts in said Certificates hereinafter set forth:

Defendants

ORDER OF PUBLICATION

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the Defendants in and to the following described property located in Anne Arundel County, Maryland, and sold on the 11th. day of October, 1954, by Joseph H. Griscom, Sr., County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, to SOUTHERN MUNICIPAL CORPORATION, Plaintiff in these proceedings, for taxes due for the years 1953 and 1954, by the following Tax Sale Certificates and assessed and described on the Books of Assessment and Taxation as follows:

(1) Certificate No. 2500 - 11.84 acres and Improvements, Block 609, situated near Gambrills on Rutland-Governor's Bridge Road, Second Election District, and assessed to Matthias H. Doepkins and sold to Plaintiff for $300.00 of which sum $35.75 has been paid on account.

(2) Certificate No. 2523 - S. E. Section of Lots 4-5, Blk. 695, situated at Annapolis-Conway, Second Election District and assessed to David G. and Alice Johnson, and sold to Plaintiff for $18.59 of which sum $18.59 has been paid.

(3) Certificate No. 2526 - Lot 13, Blk. 00, Plat 3 and Lot 195, Section D, Plat 6, all as shown on the Plat of Cape St. Claire, Third Election District and assessed to John C. and Mary V. Bade, also known as Blade and also known as Bode and sold to Plaintiff for $30.00 of which sum $30.00 has been paid.

(4) Certificate No. 2530 - Lots 3, 4, 5, 6, 7 and 8, Section 70, as shown on the Plat of Green Haven, Third Election District and assessed to Mira G. Robinson also known as Mira G. Robison and sold to Plaintiff for $40.00 of which sum $36.97 has been paid on account.

(5) Certificate No. 2538 - Lots 319 and 321 as shown on the Plat of Shore Acres, Third Election District and assessed to Robert B. and Pauline R. Turner and sold to Plaintiff for $50.00 of which sum $32.97 has been paid on account.

(6) Certificate No. 2541 - Real Estate situated at Lot 10, Reidsville, Six-A Election District and assessed to Edna Diggs and Bertha Pulley and sold to Plaintiff (for City of Annapolis Taxes) for $14.76 of which sum $14.76 has been paid.

(7) Certificate No. 2550 - Lots 6, 7, 8 and 9, Block 11 as shown on the Plat of Columbia Beach, Seventh Election District and assessed to Millard B. and Lois H. Smallwood and sold to Plaintiff for $300.00 of which sum $112.10 has been paid on account.

(8) Certificate No. 2565 - Lots 4 to 17 inclusive, Blk. 51, Section E as shown on the Plat of Herald Harbor, Second Election District and assessed to Louis and Margaret Jongbloet and sold to Plaintiff for $55.78 of which sum $55.78 has been paid.

(9) Certificate No. 2584 - 6 feet of Lot 384 Plat 1, Lot 383 Plat 1 and Improvements 30 x 130. All as shown on the Plat of Patapsco Park, Fifth Election District and assessed to Meseo and Rosabelle Pinkney and sold to Plaintiff for $200.00 of which sum $126.27 has been paid on account.

(10) Certificate No. 2591 - Lots 15 and 16, Blk. 14 as shown on the Plat of Columbia Beach, Seventh Election District and assessed to Frank Studwood and sold to Plaintiff for $300.00 of which sum $97.74 has been paid on account.

(11) Certificate No. 2592 - Lot 3, Square 7 and Improvements as shown on the Plat of Owings Beach, Seventh Election District and assessed to Cleveland T. and Violet P. Topley and sold to Plaintiff for $550.00 of which sum $74.50 has been paid on account.

(12) Certificate No. 2593 - Lots 30, 31 and 32, Blk. C as shown on the Plat of Snug Harbor, Seventh Election District and assessed to Marie E. Carre and sold to Plaintiff for $200.00 of which sum $25.76 has been paid on account.

(13) Certificate No. 2597 - Lot 1, Square 2 and Improvements 41.02 x 135 as shown on the Plat of Fair Haven, Eighth Election District and assessed to Helen E. McGarvey and sold to Plaintiff for $176.85 of which sum $176.85 has been paid.

The Bill of Complaint states, among other things, that the amounts necessary for redemption have not been paid although more than a year and a day have elapsed since the date of said sale, October 11, 1954.

It is thereupon this 11th day of April, 1956, by

IA

the Circuit Court for Anne Arundel County, in Equity,

ORDERED, that notice be given by the insertion of a copy of this Order of Publication in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks before the 20th day of June, 1956, next, warning the said Matthias H. Doepkins; David G. Johnson and Alice Johnson, his wife; John C. and Mary V. Bade, his wife, also known as Blade and also known as Bode; Mira G. Robinson also known as Mira G. Robison; Robert B. Turner and Pauline R. Turner, his wife; Edna Diggs and Bertha Pulley; Millard B. Smallwood and Lois H. Smallwood, his wife; Louis Jongbloet and Margaret Jongbloet, his wife; Meseo Pinkney and Rosabelle Pinkney, his wife; Frank Studwood; Cleveland T. Topley and Violet P. Topley, his wife; Marie E. Carre; and Helen E. McGarvey, and any and all persons having or claiming to have any interest in the above mentioned parcels of land and all persons interested in said property to be and appear in this Court in proper person or by solicitor on or before the 20th day of June, 1956, and redeem the aforementioned property and answer the Bill of Complaint or thereafter a Final Decree will be passed foreclosing all rights of redemption in the aforesaid properties and vesting in Plaintiff, SOUTHERN MUNICIPAL CORPORATION, a title free and clear of all encumbrances.

George T. Cromwell
George T. Cromwell, Clerk

11

LIBER 99 PAGE 321-A

Nº 2500 CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 11th 1954, I sold to So. Municipal at public auction for the sum of 300 Dollars and _____ Cents, of which 35.75 Dollars has been paid as a deposit on the property in 2nd Dist described as 11.84 Acres & imps Blk 609 situated near Gambrills on Rutland-Governor Ritchie Rd

and assessed to Matthias H. Dorpkins

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12th 1955, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 11 day of Oct 1954

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct: LIBER 99 PAGE 321-B

I hereby certify, that on this 11 day of October, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H Driscoll, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 3 1955

FILED

1956 APR 13 AM 9:48

PLAINTIFF'S EX. NO. L.

12

LIBER 99 PAGE 322

Nº 2523 CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr. ~~County Treasurer~~, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 11th 1954, I sold to Sc. Municipal at public auction for the sum of 18.59 Dollars and ..... Cents, of which 18.59 Dollars has been paid as a deposit on the property in 2nd Dist described as S.E. Sec. of lots 4-5 Blk 695 situated at Annapolis-Conway

and assessed to David G & Alice Johnson

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12th 1955, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 11 day of Oct 1954

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11 day of October, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Stehling
Notary Public.

My Commission Expires May 2, 1955

NELLIE ELIZABETH STEHLING NOTARY PUBLIC ANNE ARUNDEL COUNTY

FILED

1956 APR 13 AM 9:43 PLAINTIFF'S EX. NO. 2.

13

LIBER 99 PAGE 323

No 2526 CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr. (County Treasurer), Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 11th 1954, I sold to La Municipal at public auction for the sum of 30 Dollars and ____ Cents, of which 30 Dollars has been paid as a deposit on the property in 3rd Dist described as Lot 13 Blk OO Plat 3; Lot 195 Sec D Plat 6 all as shown on the plat of Cape St. Claire

and assessed to John C. & Mary V. Bade (Blade)

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12th 1955, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 11 day of Oct 1954

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11 day of October, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Stellmacher
Notary Public.

My Commission Expires May 2, 1955

NELLIE ELIZABETH STELLMACHER NOTARY PUBLIC ANNE ARUNDEL CO.

FILED
1956 APR 13 AM 9:49

PLAINTIFF'S EX. NO. 3.

14

LIBER 99 PAGE 324

Nº 2530 CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., *County Treasurer*, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 11th 1954, I sold to So. Municipal at public auction for the sum of 40 Dollars and ____ Cents, of which 36.97 Dollars has been paid as a deposit on the property in 3rd Dist described as Lots 3-4-5-6-7-8 Sec 70 as shown on the plat of Green Haven

and assessed to Mrs. G. Robinson

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12th 1955, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 11 day of Oct 1954

Joseph H. Griscom Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11 day of October, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 2, 1955

FILED
1956 APR 13 AM 9:43

PLAINTIFF'S EX. NO. 4

15

LIBER 99 PAGE 325

No 2538 CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr. ~~County Treasurer~~, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 11th 1954, I sold to Lo Municipal at public auction for the sum of 50 Dollars and ____ Cents, of which 32.97 Dollars has been paid as a deposit on the property in 3rd Dist described as Lots 319 - 321 as shown on the plat of Shore Acres

and assessed to Robt. B. & Pauline R. Turner

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12th 1955, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 11 day of Oct 1954

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11 day of October, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 2, 1955

FILED
1956 APR 13 AM 9:43

PLAINTIFF'S EX. NO. 5

16

LIBER 99 PAGE 326

No. 2541 CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 11th 1954, I sold to So Municipal at public auction for the sum of 14 Dollars and 76 Cents, of which 14.76 Dollars has been paid as a deposit on the property in 6A Dist described as Real estate situated at Lot 10 in Reidsville.

city only

and assessed to Edna Diggs & Bertha Dulley

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12th 1955, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 11 day of Oct 1954

Joseph H. Griscom Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11 day of October, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H Griscom Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 2, 1955

NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

FILED
1956 APR 13 AM 9:43

PLAINTIFF'S EX. 6.

17

LIBER 99 PAGE 327

No. 2550 CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 11th 1954, I sold to So Municipal at public auction for the sum of 300 Dollars and _____ Cents, of which 112.10 Dollars has been paid as a deposit on the property in 7th Dist. described as Lots 6-7-8-9 Blk 11 as shown on the plat of Columbia Beach

and assessed to Millard B & Lois T. Smallwood

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12th 1955, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 11 day of oct 19 54

Joseph H. Griscom Jr
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11 day of October, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Stirling
Notary Public.

My Commission Expires May 2 1955

FILED

1956 APR 13 AM 9:43

PLAINTIFF'S EX. 7.

18

LIBER 99 PAGE 328

Nº 2584 CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the
County Treasurer
County of Anne Arundel, hereby certify that on October 11th 1954, I sold to Lo Municipal at public auction for the sum of 200 Dollars and 00 Cents, of which 126.27 Dollars has been paid as a deposit on the property in 5 District described as 6 ft of Lot 384 Plat 1 Lot 383 Plat 1 & Impr 30 x 130 all as shown on the plat of Patapsco Park.

and assessed to Messrs Rosabelle Pinkney

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12th 1955, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 11 day of Oct 1954

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11 day of October, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom Sr. Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 2, 1955

FILED
1956 APR 13 AM 9:48 PLAINTIFF'S EX. NO. 9

20

LIBER 99 PAGE 329

Nº 2591 CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 11th 1954, I sold to So Municipal at public auction for the sum of 300 Dollars and 00 Cents, of which 97.74 Dollars has been paid as a deposit on the property in 1 District described as Lots 15-16 Blk 14 as shown on the plat of Columbia Beach.

and assessed to Frank Studwood

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12th 1955, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 11 day of Oct 1954

Joseph H. Griscom Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11 day of October, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom Sr. Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 2 1955

FILED
1956 APR 13 AM 9:43

PLAINTIFF'S EX. NO. 10.

21

LIBER 99 PAGE 330

No. 2592 CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 11th 1954, I sold to _____ at public auction for the sum of 550 Dollars and 00 Cents, of which 74.50 Dollars has been paid as a deposit on the property in 7 District described as Lots 3 & 7 & Strip as shown on the plat of Owings Beach.

and assessed to Cleveland T. & Violet P. Topley

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12th 1955, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 11 day of Oct 1954

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11 day of October, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 2, 1955

FILED
1956 APR 13 AM 9:43

PLAINTIFF'S EX. NO. 11

22

LIBER 99 PAGE 331

Nº 2593 CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the
County Treasurer
County of Anne Arundel, hereby certify that on October 11th 1954, I sold to So Municipal at public auction for the sum of 200 Dollars and 00 Cents, of which 25.76 Dollars has been paid as a deposit on the property in 7 District described as Lots 30-31-32 Blk C as shown on the plat of Long Harbor.

and assessed to Marie E Carre

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12th 1955, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 11 day of Oct 1954

Joseph H. Griscom Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11 day of October, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H Griscom Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Claybrook Sterling
Notary Public.

My Commission Expires May 2 1955

FILED
1956 APR 13 AM 9:43

PLAINTIFF'S EX. NO. 12.

23

LIBER 99 PAGE 332

No 2597 CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 11th 1954, I sold to So Municipal at public auction for the sum of 176 Dollars and 85 Cents, of which 176 85 Dollars has been paid as a deposit on the property in 8 District described as Lot 1 Sq 2 x Imps 41.02 x 135 as shown on the plat of Fair Haven.

and assessed to Helen E. Mc Garvey

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12th 1955, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 11 day of Oct 1954

Joseph H. Griscom Sr
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11 day of October, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 2, 1955

FILED
1956 APR 13 AM 9:49

PLAINTIFF'S EX. NO. 13.

24

LIBER 90 PAGE 333

SOUTHERN MUNICIPAL CORPORATION	:	NO. 11,714 EQUITY
		IN THE CIRCUIT COURT
VS.	:	FOR
MATTHIAS H. DOEPKINS, et al.	:	ANNE ARUNDEL COUNTY

:::::::

STIPULATION AND ORDER OF COURT

It is agreed between Southern Municipal Corporation, a body corporate, complainant, and Meseo Pinkney and Rosabelle Pinkney, two of the respondents herein, that the following amounts must be paid in order that the respondents, Meseo Pinkney and Rosabelle Pinkney, may redeem the properties described in Tax Sale Certificate No. 2584 filed in these proceedings:

To be paid to the County Treasurer of		
Anne Arundel County for 1953 taxes	55.43	
1954 taxes	70.14	
1955 taxes	66.58	
1956 taxes	65.20	
1954 A. A. Co. Sanitary Commission	6.82	
Costs and interest to purchaser	13.84	278.01
Clerk of Court, costs		5.50
Proportionate share of advertising		12.40
Notary fee	NC	
Title examination		25.00
Attorney's fee		50.00
		370.91

C. Maurice Weidemeyer
C. Maurice Weidemeyer
236 Main Street
Annapolis, Maryland

Basil E. Moore, Jr.
Basil E. Moore, Jr.
236 Main Street
Annapolis, Maryland
Solicitors for Complainant

Albert J. Goodman
Albert J. Goodman
156 South Street
Annapolis, Maryland
Solicitor for Respondents,
Meseo Pinkney and
Rosabelle Pinkney, his wife

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

FILED
1956 MAY 15 PM 3:57

25

ORDER OF COURT

Upon the aforegoing stipulation, it is this 16th day of May, 1956, by the Circuit Court for Anne Arundel County in Equity ordered that the amounts necessary to redeem the property described in Tax Sale Certificate No. 2584 are:

To be paid to the County Treasurer of Anne Arundel County for 1953 taxes	55.43	
1954 taxes	70.14	
1955 taxes	66.58	
1956 taxes	65.20	
1954 A. A. Co. Sanitary Commission	6.82	
Costs and interest to purchaser	13.84	278.01
Clerk of Court, costs		5.50
Proportionate share of advertising		12.40
Notary fee	NC	
Title examination		25.00
Attorney's fee		50.00
		370.91

Benjamin Michaelson
Judge

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

FILED
1956 MAY 16 PM 3:46

26

LIBER 99 PAGE 335

SOUTHERN MUNICIPAL CORPORATION	:	NO. 11,714 EQUITY
		IN THE CIRCUIT COURT
VS.	:	FOR
MATTHIAS H. DOEPKINS, et al.	:	ANNE ARUNDEL COUNTY

:::::::

ORDER OF SATISFACTION

Mr. Clerk:

Please enter the above case settled and the property redeemed as to the respondents, Meseo Pinkney and Rosabelle Pinkney, and all persons having or claiming to have any interest in the property described in Tax Sale Certificate No. 2584 filed in these proceedings.

C. Maurice Weidemeyer
236 Main Street
Annapolis, Maryland

Basil E. Moore, Jr.
236 Main Street
Annapolis, Maryland
Solicitors for Complainant

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

FILED
1956 MAY 19 AM 10:55

27

SOUTHERN MUNICIPAL CORPORATION	:	IN THE CIRCUIT COURT
VS.	:	FOR
MATTHIAS H. DOEPKINS, et al.	:	ANNE ARUNDEL COUNTY
	:	EQUITY NO. ~~11,903~~ 11,714

::::::

STIPULATION AND ORDER OF COURT

It is agreed between Southern Municipal Corporation, a body corporate, Plaintiff, and Cleveland T. Topley and Violet P. Topley, his wife, two of the Defendants herein, that the following amounts must be paid in order that the Defendants, Cleveland T. Topley and Violet P. Topley, his wife, may redeem the properties described in Tax Sale Certificate No. 2592 filed in these proceedings:

To be paid to the County Treasurer of Anne Arundel County for 1953 Taxes	$28.59	
1954 Taxes	43.41	
1955 Taxes	41.26	
1956 Taxes	43.78	
Costs and interest to purchaser	9.95	166.99
Clerk of Court, costs		5.50
Proportionate share of advertising		12.40
Title examination		25.00
Attorney's fee		50.00
		$259.89

C. Maurice Weidemeyer

Basil E. Moore, Jr.
Attorneys for Plaintiff

A. S. Bradford
Investment Building
Washington, D. C. 5
Attorney for Defendants, Topley and wife

FILED
1956 MAY 25 PM 3:35

28

ORDER OF COURT

Upon the aforegoing stipulation, it is this 25th day of May, 1956, by the Circuit Court for Anne Arundel County in Equity,

ORDERED, that the amounts necessary to redeem the property described in Tax Sale Certificate No. 2592 are;

To be paid to the County Treasurer of Anne Arundel County for 1953 Taxes	$ 28.59	
1954 Taxes	43.41	
1955 Taxes	41.26	
1956 Taxes	43.78	
Costs and interest to purchaser	9.95	$166.99
Clerk of Court, costs		5.50
Proportionate share of advertising		12.40
Title examination		25.00
Attorney's fee		50.00
		259.89

/Benjamin Michaelson
JUDGE

FILED
1956 MAY 25 PM 4:04

24

SOUTHERN MUNICIPAL CORPORATION,	:	
Plaintiff,	:	IN THE
vs.	:	CIRCUIT COURT
JOHN C. and MARY V. BADE, also known as BLADE, and also known as BODE, et al 2561 Harlan Avenue Baltimore, Maryland,	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	No. 11,714 Equity
Defendants.	:	

PETITION

The Petition of John C. and Mary V. Bade, also known as Blade, and also known as Bode, two of the Defendants in the above entitled case, by Rouse and Morton, their attorneys, respectfully represents:

- 1 -

That your Petitioners are certain of the Defendants named in the above entitled proceeding and as alleged in Paragraph 4 (3) of the Bill of Complaint, are the owners of Lot 13, Block OO, Plat 3, and Lot 195, Section D, Plat 6, as shown on Plats of Cape St. Claire.

- 2 -

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

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

AND, AS IN DUTY BOUND, ETC.

/s/ Rouse & Morton

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

FILED
1956 JUN -4 AM 11:37

FILED
1956 JUN -4 AM 11:37

ROUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

30

SOUTHERN MUNICIPAL CORPORATION,	:	
Plaintiff,	:	IN THE
vs.	:	CIRCUIT COURT
JOHN C. and MARY V. BADE, also known as BLADE, and also known as BODE, et al 2561 Harlan Avenue Baltimore, Maryland,	:	FOR
	:	ANNE ARUNDEL COUNTY
Defendants.	:	No. 11,714 Equity
	:	

- - - - - - - - - - - -

ORDER

- - - - - - - - - - - -

Upon the foregoing Petition, it is this 4th day of June, 1956, by the Circuit Court for Anne Arundel County, in Equity, ORDERED, that John C. and Mary V. Bade, also known as Blade, and also known as Bode, be and they are hereby, permitted to redeem the property mentioned in said Petition upon payment of such amount or amounts as this Court, by subsequent Order shall fix as necessary for redemption in accordance with the provisions of Article 81 of the Annotated Code of Maryland (1955 Edition).

Benjamin Michaelson
Judge

ROUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

FILED
1956 JUN -5 PM 1:00

31

SOUTHERN MUNICIPAL CORPORATION, Plaintiff	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
MATTHIAS H. DOEPKINS, et al., Defendants	:	EQUITY NO. 11,714
	:	

ORDER OF SATISFACTION

Mr. Clerk:

Please enter the above case settled and the property redeemed as to the Defendants, Cleveland T. Topley and Violet P. Topley, his wife, and all persons having or claiming to have any interest in the property described in Tax Sale Certificate No. 2592 filed in these proceedings.

C. Maurice Weidemeyer

Basil E. Moore, Jr.
Attorneys for Plaintiff

FILED
1956 JUN -6 AM 10:28

32

SOUTHERN MUNICIPAL CORPORATION,	:	IN THE
Plaintiff	:	CIRCUIT COURT
Vs.	:	FOR
MARIE E. CARRE 328 East Clifford Avenue Alexandria, Virginia	:	ANNE ARUNDEL COUNTY
Defendant	:	NO. 11,714 EQUITY

: : : : : : : : :

PETITION

The Petition of Marie E. Carre, one of the Defendants in the above entitled case, now Marie Carre Means, by Rouse and Morton, her attorneys, respectfully represents:

-1-

That your Petitioner is one of the Defendants named in the above entitled proceeding and as alleged in Paragraph 4 (12) of the Bill of Complaint, is the owner of Lots 30, 31 and 32 Block C as shown on the Plat of Snug Harbor, Seventh Election District.

-2-

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

WHEREFORE, your Petitioner prays an Order of this Honorable Court fixing the amount to be paid by her to redeem said property.

AND, AS IN DUTY BOUND, ETC.

Rouse and Morton

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

FILED

1956 JUN 14 AM 11:23

ROUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

I hereby certify that a copy of the foregoing Petition was mailed to C. Maurice Weidemeyer and Basil E. Moore, Jr., 213 Main Street, Annapolis, Maryland, Attorneys for Plaintiff, this 14th day of June, 1956.

John S. Rouse

LIBER 99 PAGE 343

SOUTHERN MUNICIPAL CORPORATION	:	IN THE
Plaintiff	:	CIRCUIT COURT
Vs.	:	FOR
MARIE E. CARRE 328 East Clifford Avenue Alexandria, Virginia	:	ANNE ARUNDEL COUNTY
Defendant	:	NO. 11,714 EQUITY

: : : : : : : : :

ORDER

Upon the foregoing Petition, it is this 15th day of June, 1956, by the Circuit Court for Anne Arundel County, in Equity, ORDERED, that Marie E. Carre, now Marie Carre Means, be and she is hereby permitted to redeem the property mentioned in said Petition upon payment of such amount or amounts as this Court, by Subsequent Order shall fix as necessary for redemption in accordance with the provisions of Article 81 of the Annotated Code of Maryland (1955 Edition).

Benjamin Michaelson
Judge

ROUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

FILED
1956 JUN 16 AM 10:54

34

C. MAURICE WEIDEMEYER
BASIL E. MOORE, JR.
Annapolis, Maryland
Attorneys

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

IN EQUITY
EQUITY NO. 11,714

SOUTHERN MUNICIPAL CORPORATION a body corporate of the State of Delaware, 236 Main Street, Annapolis, Maryland, Plaintiff

Vs.

MATTHIAS H. DOEPKINS, Gambrills Post Office, Maryland

DAVID G. JOHNSON and ALICE JOHNSON, his wife Box 254 Odenton, Maryland

JOHN C. BADE and MARY V BADE also known as BLADE and also known as BODE, 2561 Harlan Avenue Baltimore 16, Maryland

MIRA G. ROBINSON also known as MIRA G. ROBISON last known address, c/o Mrs. Eugene Swigert, Spring Hill Lane, Cincinnati 20, Ohio.

ROBERT B. TURNER and PAULINE R. TURNER, his wife 4228 7th Street N. W., Washington, D. C.

EDNA DIGGS and BERTHA PULLEY Parole, Maryland

MILLARD B. SMALLWOOD and LOIS H. SMALLWOOD, his wife 241 West 138th Street, New York 30, New York.

LOUIS JONGBLOET and MARGARET JONGBLOET, his wife Crownsville, Maryland

MESEO PINKNEY and ROSABELLE PINKNEY, his wife, R. F. D. No. 9, Brooklyn 25, Maryland

FRANK STUDWOOD, 817 Otis Street N. W., Washington, D. C.

CLEVELAND T. TOPLEY and VIOLET P. TOPLEY, his wife, 1013 Westmoreland Road, Falls Church, Virginia

MARIE E. CARRE, c/o M. O. Means 3018 East Manning Street, Alexandria, Virginia

HELEN E. McGARVEY, c/o Helen Saul, 1607 Eye Street, N. W., Washington, 6, D. C.

AND any and all persons having or claiming to have any interest in the following described real estate, located in Anne Arundel County, Maryland, to wit:

(1) Second District—11.84 acres and improvements, Blk. 600 situated near Gambrills on Rutland - Governor's Bridge Road. Certificate No. 2500.

(2) Second District—S. E. Section of Lots 4-5, Blk. 695, situated at Annapolis-Conway. Certificate No. 2525.

(3) Third District—Lot 13, Blk. 00, Plat 3, and Lot 195, Section D, Plat 6, all as shown on the Plat of Cape St. Claire. Certificate No. 2526.

(4) Third District—Lots 3, 4, 5, 6, 7 and 8, Section 70, as shown on the Plat of Green Haven. Certificate No. 2530

(5) Third District—Lots 319 and 321 as shown on the Plat of Shore Acres. Certificate No. 2538.

(6) District Six-A—Real Estate situated at Lot 10, Reidsville. Certificate No. 2541.

(7) Seventh District—Lots 6, 7, 8 and 9, Block 11 as shown on the Plat of Columbia Beach. Certificate No. 2550.

(8) Second District—Lots 4 to 17 inclusive, Block 51, Section E, as shown on the Plat of Herald Harbor. Certificate No. 2565.

(9) Fifth District—6 feet of Lot 384 Plat I, Lot 383, Plat 1 and improvements 30x130. All as shown on the Plat of Patapsco Park. Certificate No. 2584.

(10) Seventh District—Lots 15 and 16, Block 14 as shown on the Plat of Columbia Beach. Certificate No 2591.

(11) Seventh District—Lot 3, Square 7 and Improvements as shown on the Plat of Owings Beach. Certificate No. 2592.

(12) Seventh District—Lots 30, 31 and 32, Block C as shown on the Plat of Sung Harbor. Certificate No. 2593.

(13) Eighth District—Lot 1, Square 2 and Improvements 41.02 x 135 as shown on the Plat of Fair Haven. Certificate No. 2597.

ALL as substantially described in Certificates of Tax Sale sold by Joseph H. Griscom, Sr., Collector of Taxes

OFFICE O

LIBER 99 PAGE 344

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 30, 1956

We hereby certify, that the annexed Order Publication Eq. 11,714. Southern Municipal Corporation Property 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 20th day of June, 1956. The first insertion being made the 19th day of April, 1956

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1956 JUL -3 AM 9:50

By H. Tilghman

for the State of Maryland and Anne Arundel County, to SOUTHERN MUNICIPAL CORPORATION. Plaintiff, on October 11, 1954, for amounts in said Certificates hereinafter set forth. Defendants.

Order Of Publication

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the Defendants in and to the following described property located in Anne Arundel County, Maryland, and sold on the 11th. day of October, 1954, by Joseph H. Griscom, Sr., County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, to SOUTHERN MUNICIPAL CORPORATION, Plaintiff in these proceedings, for taxes due for the years 1953 and 1954, by the following Tax Sale Certificates and assessed and described on the Books of Assessment and Taxation as follows:

(1) Certificate No. 2500—11.84 acres and Improvements, Block 600, situated near Gambrills on Rutland-Governor's Bridge Road, Second Election District and assessed to Matthias H. Doepkins and sold to Plaintiff for $300.00 of which sum $35.75 has been paid on account.

(2) Certificate No. 2523—S. S. Section of Lots 4-5, Blk. 695, situated at Annapolis-Conway, Second Election District and assessed to David G. and Alice Johnson, and sold to Plaintiff for $18.59 of which sum $18.59 has been paid.

(3) Certificate No. 2526—Lot 13, Blk. 00, Plat 3 and Lot 195, Section D, Plat 6, all as shown on the Plat of Cape St. Claire, Third Election District and assessed to John C. and Mary V. Bade, also known as Blade and also known as Boda and sold to Plaintiff for $30.00 of which sum $30.00 has been paid.

(4) Certificate No. 2530—Lots 3, 4, 5, 6, 7 and 8, Section 70, as shown on Plat of Green Haven, Third Election District and assessed to Mira G. Robinson also known as Mira G. Robison and sold to Plaintiff for $40.00 of which sum $36.97 has been paid on account.

(5) Certificate No. 2538—Lots 319 and 321 as shown on the Plat of Shore Acres, Third Election District and assessed to Robert B. and Pauline R Turner and sold to Plaintiff for $50.00 of which sum $32.97 has been paid on account.

(6) Certificate No. 2541—Real Estate situated at Lot 10, Baldsville, Six-A Election District and assessed to Edna Diggs and Bertha Pulley and sold to Plaintiff (for City of Annapolis Taxes) for $14.76 of which sum $14.76 has been paid.

(7) Certificate No. 2550—Lots 6, 7, 8 and 9, Block 11 as shown on the Plat of Columbia Beach, Seventh Election District and assessed to Millard B and Lois H. Smallwood and sold to Plaintiff for $300.00 of which sum $112.10 has been paid on account.

(8) Certificate No. 2565—Lots 4 to 17 inclusive, Blk. 51, Section E as shown on the Plat of Herald Harbor, Secund Election District and assessed to Louis and Margaret Jongbloed and sold to Plaintiff for $55.78 of which sum $55.78 has been paid.

(9) Certificate No. 2587—6 feet of Lot 384 Plat 1, Lot 383 Plat 1 and improvements 30 x 130. All as shown on the Plat of Patapsco Park. Fifth Election District and assessed to Meseo and Rosabelle Pinkney and sold to Plaintiff for $200.00 of which sum $126.27 has been paid on account.

(10) Certificate No. 2591—Lots 15 and 16, Blk. 14 as shown on the Plat of Columbia Beach, Seventh Election District and assessed to Frank Studwood and sold to Plaintiff for $300.00 of which sum $97.74 has been paid on account.

(11) Certificate No. 2592—Lot 3 Square 7 and Improvements as shown on the Plat of Owings Beach, Seventh Election District and assessed to Cleveland T. and Violet P. Tooley and sold to Plaintiff for $550.00 of which sum $74.50 has been paid on account.

(12) Certificate No. 2503—Lots 30, 31 and 32 Blk. C as shown on the Plat of Snug Harbor, Seventh Election District and assessed to Marie E. Carre and sold to Plaintiff for $200.00 of which amn $25.76 has been paid on account.
(13) Certificate No. 2597—Lot 1, Square 2 and Improvements 41.02 x 135 as shown on the Plat of Fair Haven, Eighth Election District and assessed to Helen E. McGarvey and sold to Plaintiff for $176.85 of which amn $170.85 has been paid.

The Bill of Complaint states, among other things, that the amounts necessary for redemption have not been paid although more than a year and a day have elapsed since the date of said sale, October 11, 1954.

It is thereupon this 11th day of April, 1956, by the Circuit Court for Anne Arundel County, in Equity,

ORDERED, that notice be given by the insertion of a copy of this Order of Publication in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks before the 20th day of June, 1956, next, warning the said Matthias H. Doepkins; David G Johnson and Alice Johnson, his wife; John C. and Mary V. Bade, his wife, also known as Blade and also known as Bode; Mira G. Robinson also known as Mirs G. Robison; Robert B. Turner and Pauline R. Turner his wife; Edna Diggs and Bertha Pusley; Millard B. Smallwood and Lois H. Smallwood, his wife; Louis Jonghioet and Margaret Jongbloet, his wife; Moseo Pinsney and Rossbelle Pinkney, his wife Frank Studwood; Cleveland T. Topley and Violet P. Topley, his wife; Marie E. Carre; and Helen E. McGarvey and any and all persons having or claiming to have any interest in the above mentioned parcels of land and all persons interested in said property to be and appear in this Court in proper person or by solicitor on or before the 20th day of June, 1956, and redeem the aforementioned property and answer the Bill of Complaint or thereafter a Final Decree will be passed foreclosing all rights of redemption in the aforesaid properties and vesting in Plaintiff, SOUTHERN MUNICIPAL CORPORATION, a title free and clear of all encumbrances.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

m-10

LIBER 99 PAGE 347

SOUTHERN MUNICIPAL CORPORATION, Plaintiff	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
MATTHIAS H. DOEPKINS, et al., Defendants	:	IN EQUITY
	:	EQUITY NO. 11,714

::::::

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the Order of Publication heretofore issued herein has been duly published in the "Maryland Gazette", a newspaper of general circulation in Anne Arundel County, as prescribed by said Order against the Defendants, Matthias H. Doepkins; David G. Johnson and Alice Johnson; Mira G. Robinson also known as Mira G. Robison; Robert B. Turner and Pauline R. Turner; Edna Diggs and Bertha Pulley; Millard B. Smallwood and Lois H. Smallwood; Louis Jongbloet and Margaret Jongbloet; Frank Studwood; and Helen E. McGarvey and all persons having or claiming to have any interest in the real estate therein described, as assessed to said Defendants and sold to Plaintiff on the 11th. day of October, 1954, for non-payment of taxes due for the years 1953 and 1954.

And it further appearing that the subpoenae issued out of this Court directed to the resident Defendants Matthias H. Doepkins, David G. Johnson and Alice Johnson; Edna Diggs and Bertha Pulley; Louis Jongbloet and Margaret Jongbloet, all have been returned twice non-est as will more fully appear from the Sheriff's returns filed herein.

And it further appearing that said Defendants have failed to enter their appearance herein either in person or by solicitor, have failed to file an Answer to the Bill of Complaint, and the time within which said Defendants could so appear and file an Answer having now expired, it is thereupon this 3d day of July, 1956, by the Circuit Court for Anne Arundel County, in Equity,

ADJUDGED, ORDERED and DECREED that the Bill of Complaint be, and the same is hereby taken Pro Confesso against the Defendants, Matthias H. Doepkins; David G. Johnson and Alice Johnson; Mira G. Robinson also known as Mira G. Robison; Robert B. Turner and Pauline R. Turner; Edna Diggs and

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1956 JUL -3 PM 4:06

36

Bertha Pulley; Millard B. Smallwood and Lois H. Smallwood; Louis Jongbloet and Margaret Jongbloet; Frank Studwood; and Helen E. McGarvey and all persons having or claiming to have any interest in the real estate therein described as same is assessed to said Defendants and described on the Books of the County Treasurer, and sold as aforesaid to the Plaintiff on the 11th. day of October, 1954.

Benjamin Nicholson
JUDGE

SOUTHERN MUNICIPAL CORPORATION	:	IN THE
	:	CIRCUIT COURT
VS.	:	FOR
JOHN C. and MARY V. BODE, et al	:	ANNE ARUNDEL COUNTY
	:	No. 11,714 Equity

STIPULATION

It is agreed and stipulated by and between counsel for the Plaintiff and the Defendants, John C. Bode and Mary V. Bode that the following amounts are necessary to redeem the property in these proceedings, to wit, Lot 13, Block 00, Plat 3, and Lot 195, Section D, Plat 6, as shown on Plats of Cape St. Claire.

1.	Proportionate share of Court costs	$ 5.50
2.	Proportionate share of Advertising	12.40
3.	Title examination	25.00
4.	Attorneys fees	50.00
5.	Paid by purchaser for Certificate	30.00
6.	Interest on Certificate	3.00
7.	1955 Taxes plus interest	9.02
8.	1956 Taxes plus interest	8.64
Total amount necessary for redemption		$143.56

C. Maurice Weidemeyer

Basil E. Moore, Jr.
Solicitors for Plaintiff

FILED
1956 JUL 10 AM 11:31

Rouse and Morton
Solicitors for Defendants

ROUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

38

SOUTHERN MUNICIPAL CORPORATION	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
JOHN C. and MARY V. BODE, et al	:	ANNE ARUNDEL COUNTY
	:	No. 11,714 Equity

ORDER

Upon consideration of the foregoing Stipulation as to costs, filed in this Proceeding by the Plaintiff and the Defendants, John C. Bode and Mary V. Bode, it is this 10th day of July, 1956, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED and DECREED that the amounts necessary to redeem the property in this proceeding are:

1.	Proportionate share of Court costs	$ 5.50
2.	Proportionate share of Advertising	12.40
3.	Title examination	25.00
4.	Attorneys fees	50.00
5.	Paid by purchaser for Certificate	30.00
6.	Interest on Certificate	3.00
7.	1955 Taxes plus interest	9.02
8.	1956 Taxes plus interest	8.64
	Total amount necessary for redemption	$143.56

AND IT IS FURTHER ORDERED that upon payment of Court costs due the Clerk and the filing of an Order for Settlement and Redemption in this proceeding, the property of the Defendants named herein, John C. Bode and Mary V. Bode, shall stand redeemed from the force and effect of the Plaintiff's Tax Sale Certificate.

Benjamin Richardson
Judge

FILED
1956 JUL 10 PM 4:00

ROUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

SOUTHERN MUNICIPAL CORPORATION,	:	IN THE
Plaintiff,	:	CIRCUIT COURT
vs.	:	FOR
JOHN C. and MARY V. BODE, et al,	:	ANNE ARUNDEL COUNTY
Defendants.	:	No. 11,714 Equity

ORDER OF SATISFACTION

Mr. Clerk:

Please enter the above entitled case "Settled and Property Redeemed" as to the property of John C. and Mary V. Bode.

C. Maurice Weidemeyer
C. Maurice Weidemeyer

Basil E. Moore, Jr.
Basil E. Moore, Jr.

Rouse and Morton
Rouse and Morton

ROUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

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1956 JUL 11 PM 3:02

40

SOUTHERN MUNICIPAL CORPORATION,	:	
Plaintiff,	:	IN THE
vs.	:	CIRCUIT COURT
MARIE E. CARRE	:	FOR
328 East Clifford Avenue		ANNE ARUNDEL COUNTY
Alexandria, Virginia,	:	
Defendant.	:	No. 11,714 Equity

STIPULATION

It is agreed and stipulated by and between counsel for the Plaintiff and the Defendant, Marie E. Carre, that the following amounts are necessary to redeem the property in these proceedings, to wit, Lots 30, 31 and 32, Block C as shown on the Plat of Snug Harbor, Seventh Election District:

1.	Proportionate share of Court costs	$ 5.50
2.	Proportionate share of Advertising	12.40
3.	Title examination	25.00
4.	Attorneys fees	50.00
5.	Deposit on Certificate	25.76
6.	Interest on Certificate	2.83
7.	1955 Taxes plus interest	5.88
8.	1956 Taxes plus interest	3.13
	Total amount necessary for redemption	$130.50

C. Maurice Weidemeyer

Basil E. Moore, Jr.
Solicitors for Plaintiff

Rouse and Morton
Solicitors for Defendant

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1956 JUL 30 AM 10:16

ROUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

41

SOUTHERN MUNICIPAL CORPORATION, Plaintiff, vs. MARIE E. CARRE 328 East Clifford Avenue Alexandria, Virginia, Defendant.	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 11,714 Equity

ORDER

Upon consideration of the foregoing Stipulation as to costs, filed in this proceeding by the Plaintiff and the Defendant, Marie E. Carre, it is this 30th day of July, 1956, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED and DECREED that the amounts necessary to redeem the property in this proceeding are:

1.	Proportionate share of Court costs	$ 5.50
2.	Proportionate share of Advertising	12.40
3.	Title examination	25.00
4.	Attorneys fees	50.00
5.	Deposit on Certificate	25.76
6.	Interest on Certificate	2.83
7.	1955 Taxes plus interest	5.88
8.	1956 Taxes plus interest	3.13
	Total amount necessary for redemption	$130.50

AND IT IS FURTHER ORDERED that upon payment of Court costs due the Clerk and the filing of an Order for Settlement and Redemption in this proceeding, the property of the Defendant named herein, Marie E. Carre, shall stand redeemed from the force and effect of the Plaintiff's Tax Sale Certificate.

Benjamin Nicholson
Judge

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1956 JUL 30 PM 4:01

ROUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

42

SOUTHERN MUNICIPAL CORPORATION,	*	IN THE CIRCUIT COURT
Plaintiff	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
MATTHIAS H. DOEPKINS, et al.	*	IN EQUITY
Defendants	*	EQUITY NO. 11,714

***

FINAL DECREE FORECLOSING EQUITIES OF REDEMPTION

The proceedings in this cause having been read and considered and it appearing to the Court that subpoenas issued out of this Court directed to the Maryland resident defendants, Matthias H. Doepkins; David G. Johnson and Alice Johnson; Edna Diggs and Bertha Pulley; ~~Louis Jongbloet and Margaret Jongbloet~~ all have been returned twice non est, as will more fully appear from the Sheriff's returns filed herein, and the aforesaid persons are duly bound by the Order of Publication, a copy of which is filed herein.

Stricken from Decree by Order of Court 8/20/56

And it further appearing that the non-resident defendants, namely, Mira G. Robinson, also known as Mira G. Robison; Robert B. Turner and Pauline R. Turner; Millard B. Smallwood and Lois H. Smallwood; Frank Studwood and Helen E. McGarvey have all been duly served by Publication, a copy of which has been filed herein.

And it further appearing that a decree pro confesso was entered herein on July 3, 1956 against all of the defendants, Matthias H. Doepkins; David G. Johnson and Alice Johnson; Mira G. Robinson also known as Mira G. Robison; Robert B. Turner and Pauline R. Turner; Edna Diggs and Bertha Pulley; Millard B. Smallwood and Lois H. Smallwood; ~~Louis Jongbloet and Margaret Jongbloet~~; Frank Studwood; and Helen E. McGarvey, and that none of the aforesaid parties against whom the decree pro confesso was entered,

Stricken from Decree by Order of Court 8/20/56

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43

have entered their appearances herein or filed an answer in these proceedings, it is by the Circuit Court for Anne Arundel County sitting in Equity this 9th day of August, 1956,

ADJUDGED, ORDERED and DECREED that all rights of redemption to the properties mentioned herein of the defendants, Matthias H. Doepkins; David G. Johnson and Alice Johnson; Mira G. Robinson also known as Mira G. Robison; Robert B. Turner and Pauline R. Turner; Edna Diggs and Bertha Pulley; Millard B. Smallwood and Lois H. Smallwood; ~~Louis Jongbloet and Margaret Jongbloet~~ # Stricken from Decree by Order of Court. 8/20/56; Frank Studwood; and Helen E. McGarvey and any and all persons having or claiming to have any right, title or interest in the hereinafter described properties, be and they are hereby forever foreclosed, and as between the parties to this suit, an absolute and indefeasible title in fee simple vests in the Plaintiff in and to the following described properties sold to the Plaintiff on the 11th day of October, 1954 for non-payment of taxes for the years 1953 and 1954, to wit:

Certificate No. 2500 - 11.84 acres and Improvements, Block 609, situated near Gambrills on Rutland-Governor's Bridge Road, Second Election District and assessed to Matthias H. Doepkins.

Certificate No. 2523 - S. E. Section of Lots 4-5, Blk. 695, situated at Annapolis-Conway, Second Election District and assessed to David G. and Alice Johnson.

Certificate No. 2530 - Lots 3, 4, 5, 6, 7 & 8, Section 70, as shown on the plat of Green Haven, Third Election District and assessed to Mira G. Robinson, also known as Mira G. Robison.

Certificate No. 2538 - Lots 319 and 321 as shown on the Plat of Shore Acres, Third Election District and assessed to Robert B. and Pauline R. Turner.

Certificate No. 2541 - Real Estate situated at Lot 10, Reidsville, Six-A Election District and assessed to Edna Diggs and Bertha Pulley, (sold for City of Annapolis Taxes).

Certificate No. 2550 - Lots 6, 7, 8 & 9, Block 11 as shown on the Plat of Columbia Beach, Seventh Election District and assessed to Millard B. and Lois H. Smallwood.

44

~~Certificate No. 2565 - Lots 4 to 17 inclusive, Block 51, Section E as shown on the plat of Herald Harbor, Second Election District and assessed to Louis and Margaret Jongbloet.~~ stricken from Decree by Order of Court dated 8/20/15C

Certificate No. 2591 - Lots 15 and 16, Block 14 as shown on the Plat of Columbia Beach, Seventh Election District and assessed to Frank Studwood.

Certificate No. 2597 - Lot 1, Square 2 and improvements 41.02 x 135 as shown on the Plat of Fair Haven, Eighth Election District and assessed to Helen E. McGarvey.

free and clear of all alienations and descents of said property occurring prior to this Decree, and free of all encumbrances thereon, except taxes accruing subsequent to the tax sale mentioned in this cause and public easements to which said property mentioned is this cause and public proceedings is subject, and it is further

ORDERED that the Treasurer of Anne Arundel County, Maryland, Collector of State and County Taxes, execute and deliver to the Southern Municipal Corporation, Plaintiff in these proceedings, a Deed of Conveyance to the aforesaid lots and parcels of land and improvements, upon payment by the Plaintiff to the said Treasurer of such taxes as may be due thereon, and the balance of the purchase price of the aforesaid certificates, if any, and it is further

ORDERED that the Plaintiff pay the costs of these proceedings.

Benjamin Michaelson
JUDGE

45

SOUTHERN MUNICIPAL CORPORATION, Plaintiff	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
MATTHIAS M. DOEPKINS, et al., Defendants	:	EQUITY NO. 11,714
	:	

:::::::

PETITION FOR LEAVE TO WITHDRAW CERTIFICATE NUMBER 2565 and TO STRIKE FROM FINAL DECREE A PORTION THEREOF and ORDER THEREON

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Southern Municipal Corporation, Plaintiff herein, by its attorneys, C. Maurice Weidemeyer and Basil E. Moore, Jr., respectfully represents to this Court as follows:

1. That heretofore, on August 9, 1956, there was entered in this cause a "Final Decree Foreclosing Equities of Redemption". The aforesaid Decree made reference to the following certificate:

> "Certificate No. 2565 - Lots 4 to 17 inclusive, Block 51, Section E, as shown on the plat of Herald Harbor, Second Election District and assessed to Louis and Margaret Jongbloet."

2. That before taking a Deed from the County Treasurer in compliance with the said final decree of Court, your Petitioner discovered that the property involved was incorrectly described and sold in said Tax Sale Certificate as aforesaid but should have been described and sold as:

> "Lots 4 to 17 inclusive, Block 151, Section F, as shown on the plat of Herald Harbor, Second Election District and assessed to Louis and Margaret Jongbloet.";

that there is no such Block as Block 51 in Section E on the Plat of Herald Harbor; that the said Louis and Margaret Jongbloet acquired title to Lots 4 to 17 inclusive, Block 151, Section F, Herald Harbor by a Deed recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 428, folio 283, from Eleanor Elizabeth Bloemquist et al; that due to said erroneous description in said Tax Sale Certificate your Petitioner is advised and believes that it had no valid Tax Sale Certificate upon which to base a

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46

2.

a foreclosure suit.

3. That it was due to an oversight by your Petitioner's title examiner that this discrepancy between the erroneous property description in said Tax Sale Certificate and the correct property description in the aforesaid Deed from Bloomquist et al to Jongbloet, was not picked up and action taken on same sooner or before the inclusion of this certificate in this suit.

4. That said erroneous property description has now been corrected on the County Assessment and Tax Records for the year 1956.

5. That your Petitioner desires that this Court declare the aforementioned Tax Sale Certificate No. 2565 invalid and void due to the erroneous property description contained therein and allow said Certificate No. 2565 to be withdrawn from this cause in order that same might be presented to the County Treasurer for a refund and also requests that any reference to said Tax Sale Certificate No. 2565 and the property covered thereby as well as any reference to the Defendants Louis Jongbloet and Margaret Jongbloet should be stricken from the aforesaid Final Decree.

C. Maurice Weidemeyer
C. Maurice Weidemeyer

Basil E. Moore, Jr.
Basil E. Moore, Jr.
Attorneys for Petitioner and
Plaintiff

ORDER OF COURT AMENDING THE DECREE

Upon consideration of the foregoing Petition, it is by the Circuit Court for Anne Arundel County, in Equity, this 18th day of August, 1956,

ORDERED that Tax Sale Certificate No. 2565 filed herein, is hereby declared to be invalid and void due to the erroneous property description contained therein, and that said Tax Sale Certificate No. 2565 be withdrawn from this suit by Plaintiff and turned over to the Treasurer of Anne Arundel County for a refund of Plaintiff's deposit thereon, and it is further,

ORDERED that any reference to said Tax Sale Certificate No. 2565 and the property covered thereby as well as any reference to the Defendants, Louis and Margaret Jongbloet be stricken from the aforesaid final Decree.

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Benjamin Michaelson
JUDGE

1956 AUG 20 PM 12 24

47

SOUTHERN MUNICIPAL CORPORATION,	:	
Plaintiff,	:	IN THE
vs.	:	CIRCUIT COURT
MARIE E. CARRE 328 East Clifford Avenue Alexandria, Virginia,	:	FOR ANNE ARUNDEL COUNTY
Defendant.	:	No. 11,714 Equity
	:	

ORDER OF SATISFACTION

Mr. Clerk:

Please enter the above entitled case "Settled and Property Redeemed" as to the property of Marie E. Carre, now Mrs. Marie C. Means.

C. Maurice Weidemeyer

Basil E. Moore, Jr.

Rouse and Morton

ROUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

48

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LIBER 99 PAGE 360

IN THE MATTER OF THE SALE	:	NO. 11,722 EQUITY
OF THE MORTGAGED REAL ESTATE OF		IN THE CIRCUIT COURT
JOHN F. WALTERS AND	:	FOR
PATRICIA WALTERS, HIS WIFE	:	ANNE ARUNDEL COUNTY

:::::::

Mr. Clerk:

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

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

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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1936 APR 20 PM 3:54

MARYLAND MORTGAGE FEE: Coun Code LIBER 99 PAGE 361 Law Reporter Blank No. 81
516 FIFTH ST. N.W., WASHINGTON, D.C.

LIBER 711 PAGE 85 No. 11.722 Equity

This Mortgage

Made this 26th *day of* August *in the year one thousand nine hundred and* fifty-two, *by and between* JOHN F. WALTERS and PATRICIA WALTERS, his wife, *parties of the first part, and* J. ALVIN EPLING *party of the second part:*

Whereas, the said John F. Walters and Patricia Walters, his wife, parties of the first part, are jointly and severally indebted unto the said J. Alvin Epling, party of the second part, in the full and just sum of Four Thousand ($4,000.00) Dollars for balance of the purchase price for the hereinafter described property, as evidenced by their one joint and several promissory installment note of even date herewith for said sum, payable in monthly installments of Fifty ($50.00) Dollars (with the privilege of making larger payments in any amount) on or before the 1st day of each month beginning October 1, 1952 after the date hereof, said payments when so made to be applied first to the payment of accrued interest on the unpaid principal at the rate of six (6%) per centum per annum and balance to the reduction thereof,

and wish to better secure the punctual payment of said note by the execution of this Mortgage, which was a condition precedent to the making of said note .

Now, this Mortgage Witnesseth, *that in consideration of the premises and of the sum of* One ($1.00) Dollar *the said parties of the first part do grant unto the said party of the second part, in fee simple, all that piece or parcel of ground situate, lying and being in* Anne Arundel *County, State of Maryland, and described as follows, to wit:*

Being Lot numbered Two Hundred Ninety-five (295) in the subdivision known as "NORTH SELBY", First Election District, Anne Arundel County, Maryland, which is laid down on the plat of said subdivision duly recorded in the Office of the Clerk of the Court for said County in Plat Book F.S.R. No. 3, folio 39, Plat Cabinet 1, Rod Z, Plat 11.

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

To Have and to Hold *the aforesaid parcel of ground and premises unto and to the proper use and benefit of the part y of the second part* his *heirs and assigns forever.*

Provided, *that if the said* parties of the first part, their *heirs, executors, administrators or assigns, shall pay or cause to be paid* the *aforesaid notes , according to the tenor thereof, 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 part ies 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 and for their heirs, executors, administrators and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money or the interest thereon to accrue, or any part of either one 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* party of the second part, his *heirs and assigns or* Albert J. Goodman *their attorney or agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs or assigns and which sale shall be made in manner following, viz.: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in* Anna Arundel *County, Maryland, which time, place, manner and terms of sale shall be fixed by the party or parties selling; 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 all taxes assessed on the property hereby mortgaged,*

3

overdue and paid by the mortgagee or holder of this Mortgage, and commissions to the party making sale of said property equal to the commissions allowed trustees for making sale of property by virtue of a decree of the Circuit Court for Anne Arundel County, sitting in equity; 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, shall be paid to the said Mortgagors, their personal representatives or assigns, or to whoever may be entitled to the same.

And it is Further Agreed that if the property aforesaid shall be advertised for sale and not sold under the provisions of this Mortgage, then the party or parties rightfully so advertising the same shall be entitled to one-half the commission above provided, computed on the amount of the debt hereby secured and remaining unpaid, expenses of advertisement, and other legal costs.

And the said Parties of the first part for themselves and for their heirs, executors, administrators and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the hereby mortgaged land to the amount of at least Four Thousand and no/100 ($4,000.00) Dollars, and to cause the policy, to be effected thereon, to be so framed or indorsed, as, in case of fire, to inure to the benefit of the said party of the second part, their personal representatives and assigns to the extent of his, her, or their lien or claim hereunder.

Witness their hands and seals

TEST: Mary Ellen Owens — Mary Ellen Owens as to both

John F. Walters [SEAL]
John F. Walters

Patricia Walters [SEAL]
Patricia Walters

STATE OF MARYLAND,
PRINCE GEORGES COUNTY, } SS:

LIBER 711 PAGE 87

I Hereby Certify that on this 26th day of August in the year of our Lord one thousand nine hundred and fifty-two before the subscriber, a Notary Public of the said State in and for the County aforesaid, personally appeared in said State and County John F. Walters and Patricia Walters, his wife, grantors in the aforegoing deed and each acknowledged the foregoing Mortgage to be their respective act.

Witness my hand and official seal.

Dorothy A. Giles
Dorothy A. Giles
Notary Public, Md.

STATE OF MARYLAND,
PRINCE GEORGES COUNTY, } SS:

I Hereby Certify that on this 26th day of August in the year one thousand nine hundred and fifty-two before the subscriber, a Notary Public in and for the State and County aforesaid aforesaid, personally appeared in said State and County, J. Alvin Epling

the within-named Mortgagee, and made oath in due form of law, that the consideration mentioned in the foregoing Mortgage is true and bona fide, as therein set forth.

Witness my hand and official seal.

Dorothy C. Dingee
Dorothy C. Dingee, Notary Public, Md.

Recorded- 1st October, 1952, at 3 P.M.

ASSIGNMENT

For Value Received *hereby assign the within Mortgage to*

Witness *my hand and seal this* *day of* *, 19* .

TEST: _____ _____ [SEAL]

_____ } ss:
_____

I Hereby Certify *that on this* *day of* *in the year one thousand nine hundred and* *before the subscriber, a* *in and for* *aforesaid, personally appeared*

above-named assignee , and made oath that he ha not required the Mortgagor , h agent or attorney, or any person for the said Mortgagor to pay the tax levied upon the interest covenanted to be paid, in advance, nor will he require the same to be paid by the Mortgagor or any person for h during the existence of this Mortgage.

Witness *my hand and official seal.*

_____

Mortgage

FROM

JOHN F. WALTERS

and

PATRICIA WALTERS

TO

J. ALVIN EPLING

Received for Record on the 1 day of [illegible], A. D. 1952, at 3 o'clock M., and recorded in Liber No. [illegible] 711 at folio 85, one of the Land Records for the [illegible] Co.

[illegible] Clerk.

W. C ARROLL BEATTY

Return to:
J. Alvin Epling
5808 Baltimore Avenue
Hyattsville, Maryland

$4.50

Made and Sold by Law Reporter Ptg. Co., 518 5th St., Wash., D. C.

RELEASE

hereby release the within Mortgage.

Witness *my hand and seal this* *day of* *, 19* .

TEST: _____ _____ [SEAL]

LIBER 99 PAGE 365

IN THE MATTER OF THE SALE	:	NO. 11,722. EQUITY
OF THE MORTGAGED REAL ESTATE		IN THE CIRCUIT COURT
OF JOHN F. WALTERS AND	:	FOR
PATRICIA WALTERS, HIS WIFE	:	ANNE ARUNDEL COUNTY

:::::::

STATEMENT OF MORTGAGE DEBT

The statement of the mortgage claim of J. Alvin Epling under the mortgage from John F. Walters and Patricia Walters, his wife, to him dated August 26, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 711, folio 85:

Principal debt as of August 22, 1955	3,497.06
Interest @ 6% August 22, 1955, to May 22, 1956	157.37
	3,654.43

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 19th day of April, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared J. ALVIN EPLING, mortgagee, and made oath in due form of law that the above statement of mortgage debt is true to the best of his knowledge and belief.

AS WITNESS my hand and Notarial seal.

GRACE R. HARTGE NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

Grace R Hartge
Grace R Hartge, Notary Public

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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1956 APR 20 PM 3:54

6

Sale of Real Estate—Md.

LIBER 99 PAGE 366

A STOCK COMPANY

IN THE MATTER OF

THE SALE OF

THE MORTGAGED REAL ESTATE

OF

JOHN F. WALTERS and

PATRICIA WALTERS, his wife

NO. 11,722 EQUITY

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

"Old and Tried" Organized 1849

Glens Falls

INSURANCE COMPANY

Glens Falls, N. Y.

ATTORNEYS BOND

Know All Men by these Presents:

THAT WE Albert J. Goodman

156 South Street, Annapolis, Maryland.

as Principal, and GLENS FALLS INSURANCE COMPANY, a body corporate of the State of New York and duly authorized to transact business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Four Thousand and No/100- - - - - - ($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, administrators, and successors, jointly and severally, firmly by these presents, sealed with our seals, and dated this 23rd day of April nineteen hundred and 56

Whereas, by virtue of a power of sale contained in a mortgage from John F. Walters and Patricia Walters, his wife to J. Alvin Epling bearing date on or about the 26th day of August nineteen hundred and fifty-two the said Albert J. Goodman is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part. And whereas default has been made in the payment of the interest and principal aforesaid, and the said Albert J. Goodman ~~by [illegible] assigned and mortgage unto the said Principal, for the purpose of foreclosure, and the said Principal~~ is about to execute said power and make sale of the property described as aforesaid in said mortgage;

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

WITNESS:

Grace R. Hartge
Grace R. Hartge

Albert J. Goodman (SEAL)
Albert J. Goodman

(SEAL)

GLENS FALLS INSURANCE COMPANY

C. M. Reisenweber, Attorney

Form 15182

FILED

1956 APR 25 AM 9:55

Bond approved this 25 Apr 1956

George J. Cromwell
Clerk

ALBERT J. GOODMAN
156 South Street
Annapolis, Maryland

Attorney's Sale

OF VALUABLE, IMPROVED REAL ESTATE LOCATED AT NORTH SELBY, FIRST ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

By virtue of a power of sale contained in a mortgage from John F. Walters and Patricia Walters, his wife, to J. Alvin Epling dated August 26, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 711, folio 85, default having occurred thereunder, the undersigned, attorney named in said mortgage, will offer for public sale at the courthouse door in the City of Annapolis, Maryland, on

Tuesday, May 22, 1956 at 11 A. M.

All that lot of ground known as Lot No. 295, as shown on the plat of North Selby, First Election District, Anne Arundel County, Maryland, said plat being recorded among the Plat Records of Anne Arundel County in Plat Book 8 ,folio 27.

Being the same property which was conveyed to the said John F. Walters and wife by Homer O. Epling and wife by deed dated August 26, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 711, folio 83.

This property is improved by a one-story, frame bungalow, with a living room, kitchen, bath, and two bedrooms, and a front porch; running water and electricity; and a small chicken house.

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

For further particulars, apply to:
ALBERT J. GOODMAN,
Attorney Named in Mortgage,
156 South Street,
Annapolis, Maryland.
GEORGE W. SCIBLE, Auctioneer.

m-17

LIBER 99 PAGE 367 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 21, 1956

We hereby certify, that the annexed

Attorney's Sale

John F. Walters

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 May, 1956. The first insertion being made the 26th day of April, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Nilgham

GEORGE W. SCIBL_ - - - - - - - - - - - - - - Auctioneer

ALBERT J. GOODMAN
156 South Street
Annapolis, Maryland

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

LOCATED AT NORTH SELBY,
FIRST ELECTION DISTRICT,
ANNE ARUNDEL COUNTY, MARYLAND

By virtue of a power of sale contained in a mortgage from John F. Walters and Patricia Walters, his wife, to J. Alvin Epling dated August 26, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 711, folio 85, default having occurred thereunder, the undersigned, attorney named in said mortgage, will offer for public sale at the courthouse door in the City of Annapolis, Maryland, on

TUESDAY, MAY 22nd, 1956

AT 11 A.M.

All that lot of ground known as Lot No. 295, as shown on the plat of North Selby, First Election District, Anne Arundel County, Maryland, said plat being recorded among the Plat Records of Anne Arundel County in Plat Book 8, folio 27.

Being the same property which was conveyed to the said John F. Walters and wife by Homer O. Epling and wife by deed dated August 26, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 711, folio 83.

This property is improved by a one-story, frame bungalow, with a living room, kitchen, bath, and two bedrooms, and a front porch; running water and electricity; and a small chicken house.

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

For further particulars, apply to:

ALBERT J. GOODMAN,
Attorney Named in Mortgage,
156 South Street,
Annapolis, Maryland.

FILED
1956 MAY 22 PM 3:09

IN THE MATTER OF THE SALE	:	NO. 11,722 EQUITY
OF THE MORTGAGED REAL ESTATE		IN THE CIRCUIT COURT
OF JOHN F. WALTERS AND	:	FOR
PATRICIA WALTERS, his wife	:	ANNE ARUNDEL COUNTY

:::::::

AGREEMENT OF PURCHASER
AND CERTIFICATE OF AUCTIONEER

This is to certify that I (we) have purchased at public auction from Albert J. Goodman, attorney named in the mortgage, the property described in the advertisement attached hereto for the sum of Two Thousand Six Hundred- - - - - - - - - - - - - -DOLLARS ($ 2,600.00- -); and I (we) agree to comply with the terms of sale as set forth therein.

As witness my (our) hand(s) and seal(s) this 22nd day of May, 1956.

WITNESS:

Grace R. Hartge
Grace R. Hartge

J. Alvin Epling (SEAL)
J. Alvin Epling

_____ (SEAL)

This is to certify that I have this day sold at public auction for Albert J. Goodman, attorney named in the mortgage, the property described in the advertisement attached hereto to J. Alvin Epling _____ at and for the sum of Two Thousand Six Hundred- - - - - - - - - - - - DOLLARS ($ 2,600.00-), he (they) being at that price the highest bidder therefor; and I hereby certify that the said sale was fairly made.

As witness my hand and seal this 22nd day of May, 1956.

WITNESS:

Grace R. Hartge
Grace R. Hartge

George W. Scible (SEAL)
George W. Scible, Auctioneer

FILED
1956 MAY 22 PM 3:09

IN THE MATTER OF THE SALE	:	NO. 11,722 EQUITY
OF THE MORTGAGED REAL ESTATE		IN THE CIRCUIT COURT
OF JOHN F. WALTERS AND	:	FOR
PATRICIA WALTERS, his wife	:	ANNE ARUNDEL COUNTY

:::::::

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

That the said mortgage being in default, having given bond with surety which was duly approved, and having given twenty days' notice of the time, place, manner and terms of sale by advertisement in the "Maryland Gazette," a newspaper printed and published in Anne Arundel County, he did, pursuant to said notice of sale, attend in person at the courthouse door in the City of Annapolis, Maryland, on Tuesday, May 22, 1956, at 11 a.m., the time and place mentioned in said advertisement, and then and there, in the presence of a number of persons, did proceed to sell at public sale the property mentioned in said mortgage, to wit:

All that lot of ground known as Lot No. 295, as shown on the plat of North Selby, First Election District, Anne Arundel County, Maryland, said plat being recorded among the Plat Records of Anne Arundel County in Plat Book 8, folio 27.

Being the same property which was conveyed to the said John F. Walters and wife by Homer O. Epling and wife by deed dated August 26, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 711, folio 83.

Said property being sold to J. Alvin Epling- - - - - - - - - - at and for the sum of Two Thousand Six Hundred- - - - - - - - - - - - -

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

FILED
1956 MAY 22 PM 3:09

//

Dollars ($ 2,600.00- -), he being at that price then and there the highest bidder therefor.

The said purchaser has agreed to comply with the terms of sale.

The agreement of the purchaser , certificate of the auctioneer and report of sale are filed herewith, all of which are respectfully submitted.

AND AS IN DUTY BOUND, ETC.

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

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 22nd day of May, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared ALBERT J. GOODMAN, attorney named in the mortgage, and made oath in due form of law that the matters and facts set forth in the foregoing report of sale are true as therein set forth and that the sale was fairly made.

AS WITNESS my hand and Notarial seal.

Grace R. Hartge, Notary Public

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

12

LIBER 99 PAGE 372

ORDER NISI

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

~~Trustees~~

John F. Walters And Patricia Walters, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,722 Equity

Ordered, this 22 day of May, 1956, That the sale of the Property in these Proceedings mentioned, made and reported by Albert J. Goodman, Attorney named in the mortgage, ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 2 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 2 day of July next.

The report states that the amount of sale ~~was~~ was $2,600.00.

George T. Cromwell, Clerk.

True Copy.

FILED
1956 MAY 22 PM 3:25

TEST: Clerk.

(Final Order)

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

~~Trustees~~

John F. Walters And Patricia Walters, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 3d 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 -3 PM 4:06

12

LIBER 99 PAGE 373 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 30, 1956

We hereby certify, that the annexed

Order Nisi Sale

Eq. #11722

Johnas F. Walters

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 2nd day of July, 1956. The first insertion being made the 31st day of May, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,722 Equity

In The Matter Of The Sale Of The Real Estate Of JOHN F. WALTERS And PATRICIA WALTERS, His Wife.

Ordered, this 22nd day of May, 1956, That the sale of the Property in these Proceedings mentioned, made and reported by Albert J. Goodman, Attorney named in the mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 2nd 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 2nd day of July next.

The report states that the amount of sale was $2,600.00.

GEORGE T. CROMWELL, Clerk.

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

ju-21

FILED

1956 JUL -2 PM 3:57

No. M.G.

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of ~~his~~
John F. Walters
and
Patricia Walters, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,722 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 9, 1956

All of which is respectfully submitted.

Laura R. Jackling
Auditor.

FILED
1956 JUL 10 AM 10:16

Dr. in ac.

In the Matter of the Sale of the Mortgaged Real Estate of John F. Walters and Patricia Walters, his wife

To Attorney for Commissions, viz:	110	41	110	41
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	31	89		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	11	01		
Glens Falls Insurance Co. - bond premium	16	00		
George W. Scible - auctioneer's fee	30	00		
One-half Federal documentary stamps	1	65		
One-half State documentary stamps	1	65		
Grace R. Hartge - notary fees	1	00	107	20
To Attorney for Taxes, viz: 1956 State and County taxes ($21.39) - adjusted 4 months 22 days	8	44	8	44
To J. Alvin Epling, mortgagee - this balance on account mortgage claim	2,338	83	2,338	83
			2,616	38
Amount of mortgage claim filed	3,654	43		
Cr. Amount allowed above	2,338	83		
Balance subject to decree in personam	1,315	60		

with

Albert J. Goodman, Attorney named in Mortgage

Cr.

1956				
May	22	Proceeds of Sale	2,600 00	
		Interest on deferred payment of $2,340.00 - 42 days	16 38	2,616 38
				2,616 38

LIBER 99 PAGE 377

ORDER NISI

In the Matter of the Sale of the Mortgaged Real Estate of

John F. Walters

and

Patricia Walters, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,722 Equity.

ORDERED, This 10 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 13 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 13 day of August next.

Filed 10 July, 1956, aft 10:16 A. M. George T. Cromwell, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 31st day of August, 19 56, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ Clerk apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge.

FILED
1956 AUG 31 PM 4:04

LIBER 99 PAGE 378

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. 11722 Auditor Account John F. Walters

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 13th day of August, 1956. The first insertion being made the 12th day of July, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,722 Equity

In the Matter of the Sale of the Mortgaged Real Estate of JOHN F. WALTERS and PATRICIA WALTERS, his wife.

Ordered, this 10th 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 13th 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 13th day of August next.

GEORGE T. CROMWELL, Clerk.

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

FILED
1956 AUG 14 AM 10:16

No. M.G. 4308

19

LIBER 99 PAGE 379

AUGUST CONROY 26 Francis Street Annapolis, Maryland Complainant	:	IN THE
v.	:	
MARY ELLEN BARNES and CARRIE McCURLEY 5012 Harford Road Baltimore 15, Maryland	:	CIRCUIT COURT
JOHN S. BUSICK and LIDA J. BUSICK 2500 Guildford Avenue Baltimore, Maryland	:	
and	:	FOR
LLOYD E. MARINER and MYRTLE E. MARINER 110 McPhail Street Baltimore 23, Maryland Respondents	:	
and all persons having or claiming to have any interest in the properties known as Lot 7, Section 2, Block P as shown on the Plat of Cape St. Claire, Deep Creek Subdivision; Lots 20-21, Section RR as shown on the Plat of Glen Burnie Heights and Lots 11-12, Section 60 as shown on the Plat of Green Haven.	:	ANNE ARUNDEL COUNTY NO. 11,653 EQUITY

: : : : : : : : : : :

BILL OF COMPLAINT TO FORECLOSE EQUITY OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Complainant, by W. Garrett Larrimore, his solicitor, respectfully show:

1. That on October 11, 1954 the Certificates of Tax Sale attached hereto and marked "Complainant's Exhibit No. 1" were issued by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, to your Complainant, which certificates are prayed to be taken as a part hereof.

Filed FEB 14 1956

2. That the property mentioned in said certificates are described as follows:

(a) Certificate No. 2612 - Lot 7, Section 2, Block P, (110x120) as shown on the Plat of Cape St. Claire, Deep Creek, Subdivision, Third Election District, Anne Arundel County, and being the same property conveyed to Mary Ellyn Barnes and Carrie McCurley from The River Bay Company by deed dated December 6, 1950 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 605, folio 306, and assessed on the date of the Collector's Sale to Mary Ellyn Barnes and Carrie McCurley whose last known address was 5012 Harford Road, Baltimore 19, Maryland. The amount due on the date of sale was Twenty Five Dollars and Twenty cents ($25.20).

(b) Certificate No. 2613 - Lots 20-21, Section RR (40x155) as shown on the Plat of Glen Burnie Heights, Third Election District, Anne Arundel County, and being the same property conveyed to John S. Busick and Lida J. Busick, his wife, from Workmen's Cooperative Realty Company by deed dated August 24, 1926 and recorded among the Land Records of Anne Arundel County in Liber W.M.B. 41, folio 7, and assessed on the date of the Collector's sale to John S. Busick and Lida J. Busick, his wife, whose last known address was 2500 Guildford Avenue, Baltimore, Maryland. The amount due on the date of sale was Eighteen Dollars and Eight cents ($18.08).

(c) Certificate No. 2614 - Lots 11-12, Section 60, as shown on the Plat of Green Haven, Third Election District, Anne Arundel County, and being the same property conveyed to Lloyd E. Mariner and Myrtle E. Mariner, his wife, from Grace Christain, widow, by deed dated October 23, 1950 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 595, folio 447 and assessed on the date of the Collector's sale to Lloyd E. Mariner and Myrtle E. Mariner, whose last known address was 110 McPhail Street, Baltimore, Maryland. The amount due on the date of sale was Fifteen Dollars and Ninety Nine cents ($15.99).

3. That the description of the properties as the same appears upon the Tax Rolls of the Treasurer of Anne Arundel County for the Third Election District is the same as appears herein.

4. That a search and examination of the Land Records of Anne Arundel County, the Records of the Register of Wills of Anne Arundel County and the Law and Equity Records of Anne Arundel County disclose that the titles of the said properties are still vested in the respective names of the Respondents herein and set forth above.

5. That the aforesaid lots of ground have not been redeemed by any party in interest, although more than one year and one day from the date of sale of said property has expired, and that this proceeding is brought

under the Statute relating to Tax Sales made after the effective date of the Acts of 1945 of the General Assembly of Maryland.

6. That to redeem the properties, it is necessary for the Respondents to pay the sums as set out after the descriptions of each property, with interest at the rate of 6% per annum from the date of sale to the date of redemption, together with all taxes, interest and penalties paid by the Complainant herein subsequent to the date of sale of said properties, plus all of the amounts expended by the Complainant on the aforesaid properties under the provisions of Article 81 of the Annotated Code of Maryland, 1951 Edition.

TO THE END, THEREFORE:

A. That a Writ of Subpoena be issued and served upon the respondents commanding them to appear in this Court on some day certain to be named therein and make answer thereto.

B. That an Order of Publication be granted unto the Complainant, directed to the Respondents and to all parties in interest and to all the unknown heirs, owners, their heirs, personal representative, commanding them to appear in this Court on some day certain to be stated therein and answer the exigencies of this complaint.

C. That the Court herein enter a final decree foreclosing all rights of redemption of the Respondents, the unknown owners, their heirs, devisees, personal representatives, executors, grantees, assigns or successors in right, title and interest and any and all persons having or claiming to have any interest in said property.

D. That this Complaint be amended and that additional parties be made respondents hereto if the same becomes necessary or advisable.

E. That the final decree herein provide that the Collector of Anne Arundel County execute to the Complainant a deed to the properties herein involved and vesting in Complainant, a good and marketable title, indefesible and absolute, in fee simple and free and clear of any and all liens, claims and encumbrances.

F. And for such other and further relief as the nature of this

3

case may require and to the Court may seem just and proper,

And, as in duty bound, etc.

August Conroy
August Conroy
Complainant

W. Garrett Larrimore
W. Garrett Larrimore
Solicitor for Complainant

STATE OF MARYLAND, ANNE ARUNDEL COUNTY:

Before me, the subscriber, a Notary Public in and for the state and county aforesaid, on this 8th day of February, 1956, personally appeared AUGUST CONROY, the complainant in the foregoing cause, and made oath in due form of law that the matters and facts set forth in the foregoing bill of complaint are true to the best of his knowledge and belief.

BARBARA L. LEE NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

Barbara L. Lee
Barbara L. Lee
Notary Public

4

LIBER 99 PAGE 383

Nº 2612 CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr. County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 11th 1954, I sold to County at public auction for the sum of ~~25.20~~ 55 Dollars and 00 Cents, of which ~~55 10~~ 25.20 Dollars has been paid as a deposit on the property in 3rd District described as Lot 7 Sec 2 Blk P 110 x 120 as as shown on the Plat of Cape St. Claire Deep Creek Sub-Div

and assessed to Mary Ellyn Barnes & Carrie McCauley.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12th 1955, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 11 day of Oct 1954

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11 day of October, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H Griscom Sr. Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public

My Commission Expires May 2, 1955

Complainant's Exhibit No. 1

Filed FEB 14 1956

NELLIE ELIZABETH STERLING NOTARY PUBLIC ANNE ARUNDEL COUNTY

5

LIBER 99 PAGE 384

Nº 2613 CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr. County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 11th 1954, I sold to Conroy at public auction for the sum of ~~18.00~~ 85.00 Dollars and 18.08 Cents, of which ~~85.00~~ Dollars has been paid as a deposit on the property in 3rd District described as Lots 20-21 Sec R.R 40X155 as shown on the Plat of Glen Burnie Hgts

and assessed to Sup Lt Arrears John B. & Lida T. Busick

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12th 1955, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 11 day of Oct 1954

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11 day of October, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H Griscom Sr, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 2, 1955

NELLIE ELIZABETH STERLING NOTARY PUBLIC ANNE ARUNDEL COUNTY

Filed FEB 14 1956

6

LIBER 99 PAGE 385

Nº 2614 CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr. ~~County Treasurer~~, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 11th 1954, I sold to Leonard J ---------- at public auction for the sum of 15.99 Dollars and ---------- Cents, of which 15.99 Dollars has been paid as a deposit on the property in 3rd District described as Lots 11-12 Sec 60 as shown on the Plat of Green Haven

and assessed to Lloyd E. & Myrtle E. Marmer

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12th 1955, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 11 day of Oct 1954

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11 day of October, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H Griscom Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 2, 1955

FEB 14 1956
Filed

LIBER 90 PAGE 385

W. GARRETT LARRIMORE, Soli[illegible]or
12 Church Circle
Annapolis, Maryland

AUGUST CONROY 26 Francis Street Annapolis, Maryland Complainant v. MARY ELLYN BARNES and CARRIE McCURLEY 5012 Harford Road Baltimore 15, Maryland JOHN S. BUSICK and LIDA J. BUSICK 2500 Guildford Avenue Baltimore, Maryland and LLOYD E. MARINER and MYRTLE E. MARINER 110 McPhail Street Baltimore 23, Maryland Respondents and all persons having or claiming to have any interest in the properties known as Lot 7, Section 2, Block P as shown on the Plat of Cape St. Claire, Deep Creek Subdivision; Lots 20-21, Section RR as shown on the Plat of Glen Burnie Heights and Lots 11-12, Section 60 as shown on the Plat of Green Haven.	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 11,653 EQUITY

: : : : : : : : : : :

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following properties situate in the Third Election District of Anne Arundel County, sold by the Collector of Taxes for Anne Arundel County and State of Maryland to the Complainant herein:

(a) Lot 7, Section 2, Block P, (110x120) as shown on the Plat of Cape St. Claire, Deep Creek, Subdivision, Third Election District, Anne Arundel County, and being the same property conveyed to Mary Ellyn Barnes and Carrie McCurley from The River Bay Company by deed dated December 6, 1950 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 605, folio 306.

(c) Lots 20-21, Section RR (40x155) as shown on the Plat of Glen Burnie Heights, Third Election District, Anne Arundel County, and being the same property conveyed to John S. Busick and Lida J. Busick, his wife, from

Filed FEB 14 1956

8

Workmen's Cooperative Realty Company by deed dated August 24, 1926 and recorded among the Land Records of Anne Arundel County in Liber W.M.B. 41, folio 7.

(c) Lots 11-12, Section 60, as shown on the Plat of Green Haven, Third Election District, Anne Arundel County, and being the same property conveyed to Lloyd E. Mariner and Myrtle E. Mariner, his wife, from Grace Christain, widow, by deed dated October 23, 1950 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 595, folio 447.

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

It is thereupon this 14th day of February, 1956, by the Circuit Court for Anne Arundel County, in Equity, ordered that notice be given by insertion of a copy of this order in some newspaper having a general circulation in said county once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court on or before the 25th day of ~~February~~ April, 1956, and redeem the property and answer the bill, or thereafter a final decree will be rendered foreclosing all rights of redemption in the property and vesting in the Complainant a title free and clear of all encumbrances.

George T. Cromwell
George T. Cromwell - Clerk

9

W. GARRETT LARRIMORE,
Solicitor
13 Church Circle,
Annapolis, Maryland

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 11,653 EQUITY

AUGUST CONROY, 24 Francis Street, Annapolis, Maryland, Complainant

Vs.

MARY ELLYN BARNES and CARRIE McCURLEY, 5012 Harford Road, Baltimore 15, Maryland

JOHN S. BUSICK and LIDA J. BUSICK, 2500 Guilford Avenue, Baltimore, Maryland

and

LLOYD E. MARINER and MYRTLE E. MARINER, 110 McPhail Street, Baltimore 23, Maryland, Respondents

and all persons having or claiming to have any interest in the properties known as Lot 7, Section 2, Block P as shown on the Plat of Cape St. Claire, Deep Creek Subdivision; Lots 20-21, Section RR as shown on the Plat of Glen Burnie Heights and Lots 11-12, Section 60 as shown on the Plat of Green Haven.

Order of Publication

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following properties situate in the Third Election District of Anne Arundel County sold by the Collector of Taxes for Anne Arundel County and State of Maryland to the Complainant herein:

(a) Lot 7, Section 2, Block P, (110 x 120) as shown on the Plat of Cape St. Claire, Deep Creek, Subdivision, Third Election District, Anne Arundel County, and being the same property conveyed to Mary Ellyn Barnes and Carrie McCurley from The River Bay Company by deed dated December 6, 1950 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 605, folio 306.

10

(b) Lots 20-21, Section RR (40 x 155) as shown on the Plat of Glen Burnie Heights, Third Election District, Anne Arundel County, and being the same property conveyed to John S. Busick and Lida J. Busick, his wife, from Workmen's Cooporative Realty Company by deed dated August 24, 1926 and recorded among the Land Records of Anne Arundel County in Liber W. M. B. 41, folio 7.

(c) Lots 11-12, Section 60 as shown on the Plat of Green Haven, Third Election District, Anne Arundel County, and being the same property conveyed to Lloyd E. Mariner and Myrtle E. Mariner, his wife, from Grace Christain widow, by deed dated October 23, 1950 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 595, folio 447.

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

It is thereupon this 14th day of February, 1956, by the Circuit Court for Anne Arundel County, in Equity, ordered that notice be given by insertion of a copy of this order in some newspaper having a general circulation in said county once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court on or before the 25th day of April, 1956, and redeem the property and answer the bill, or thereafter a final decree will be rendered foreclosing all rights of redemption in the property and vesting in the Complainant a title free and clear of all encumbrances.

GEORGE T. CROMWELL, Clerk.

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

m-15

LIBER 99 PAGE 388 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 11, 1956

We hereby certify, that the annexed

Order of Publication

Eq. 11,653. Property

Mary Ellyn Barnes

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, 1956. The first insertion being made the 23rd day of February, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1956 JUN -5 AM 11:26

By: V. Tilghman

AUGUST CONROY 26 Francis Street Annapolis, Maryland Complainant	:	IN THE
v.	:	
MARY ELLYN BARNES and CARRIE McCURLEY 5012 Harford Road Baltimore 15, Maryland	:	CIRCUIT COURT
JOHN S. BUSICK and LIDA J. BUSICK 2500 Guildford Avenue Baltimore, Maryland	:	
and	:	FOR
LLOYD E. MARINER and MYRTLE E. MARINER 110 McPhail Street Baltimore 23, Maryland Respondents	:	
and all persons having or claiming to have any interest in the properties known as Lot 7, Section 2, Block P as shown on the Plat of Cape St. Claire, Deep Creek Subdivision; Lots 20-21, Section RR as shown on the Plat of Glen Burnie Heights and Lots 11-12, Section 60 as shown on the Plat of Green Have.	:	ANNE ARUNDEL COUNTY NO. 11,653 EQUITY

: : : : : : : : :

DECREE PRO CONFESSO

1. It appearing in the proceedings in this cause that the Order of Publication heretofore issued herein, was duly published in the Maryland Gazette, a newspaper of general circulation in Anne Arundel County, Maryland, against the defendants, Mary Ellyn Barnes and Carrie McCurley, John S. Busick and Lida J. Busick, and Lloyd E. Mariner and Myrtle E. Mariner, respectively, and all persons claiming to have an interest in the real estate therein described, as assessed to the defendants, Mary Ellyn Barnes and Carrie McCurley, John S. Busick and Lida J. Busick, and Lloyd E. Mariner and Myrtle E. Mariner, respectively, by the Treasurer of Anne Arundel County.

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2. And it further appears that the defendants, Mary Ellyn Barnes and Carrie McCurley, John S. Busick and Lida J. Busick, and Lloyd E. Mariner and Myrtle E. Mariner, have failed to enter their appearances herein in person or by solicitor, their failure to file an Answer to the Bill of Complaint, and the time within which said defendants , Mary Ellyn Barnes and Carrie McCurley, John S. Busick and Lida J. Busick, and Lloyd E. Mariner and Myrtle E. Mariner, could so appear and file an Answer has now expired.

IT IS THEREUPON, this 5th day of June, 1956, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED, that the Bill of Complaint, be, and the same is hereby, taken Pro Confesso against the defendants, Mary Ellyn Barnes and Carrie McCurley, John S. Busick and Lida J. Busick, and Lloyd E. Mariner and Myrtle E. Mariner, and all persons having or claiming to have any interest in the real estate therein described, as the same is assessed to the Defendants on the books of the County Treasurer.

Benjamin Michaelson
Judge

12

LIBER 99 PAGE 391

AUGUST CONROY 26 Francis Street Annapolis, Maryland	:	IN THE
Complainant	:	
v.	:	
MARY ELLYN BARNES and CARRIE McCURLEY 5012 Harford Road Baltimore 15, Maryland	:	CIRCUIT COURT
JOHN S. BUSICK and LIDA J. BUSICK 2500 Guildford Avenue Baltimore, Maryland	:	
and	:	FOR
LLOYD E. MARINER and MYRTLE E. MARINER 110 McPhail Street Baltimore 23, Maryland	:	
Respondents	:	
and all persons having or claiming to have any interest in the properties known as Lot 7, Section 2, Block P as shown on the Plat of Cape St. Claire, Deep Creek Sub-division; Lots 20-21, Section RR as shown on the Plat of Glen Burnie Heights and Lots 11-12, Section 60 as shown on the Plat of Green Haven.	:	ANNE ARUNDEL COUNTY NO. 11,653 EQUITY

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

PETITION TO REDEEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Mary Ellyn Barnes and Carrie McCurley respectfully shows:

1. That the property known as Lot 7, Section 2, Block P (110 X 120) as shown on the Plat of Cape St. Claire, Deep Creek, Subdivision, was sold for taxes on October 11, 1954 (a Certificate of Tax Sale having been issued on that date) by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County to August Conroy, the Complainant herein, for now payment of taxes.

2. That a Bill of Complaint to foreclose the equity of redemption has been filed by the Complainant against Mary Ellyn Barnes and Carrie McCurley, your Petitioners.

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1956 SEP 14 AM 9:04

13

3. That the said Respondents Mary Ellyn Barnes and Carrie McCurley now desire to exercise their right of redemption as set forth in Sections 90-92, Article 81 of the Annotated Code of Maryland (1951 Edition).

4. That the amount necessary for the redemption of said property as ascertained by the Respondents, Mary Ellyn Barnes and Carrie McCurley, which figures were obtained from the Treasurer's Office of Anne Arundel County is as follows:

Amount of Sale-	$25.20
Taxes and Interest to Date-	15.24
Court Costs-	14.00
Costs - Order of Publication-	22.92
Attorneys fee-	100.00
Title fee-	10.00
TOTAL-	$187.36

WHEREFORE, your Petitioners pray this Honorable Court to pass an Order fixing the amount necessary for the redemption of said property in accordance with the provisions of Section 92, Article 81 of the Annotated Code of Maryland (1951 Edition).

Mary Ellyn Barnes
Mary Ellyn Barnes

Carrie McCurley
Carrie McCurley

E. Scott Moore
E. Scott Moore
Duncan Building
Towson 4, Md.
Solicitor for Petitioners

STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

I HEREBY CERTIFY that on this 7TH day of September, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Mary Ellyn Barnes and Carrie McCurley, the within named Petitioners, and they made oath in due form of law that the matters and facts as set forth in the aforegoing Petition are true to the best of their knowledge.

AS WITNESS my Hand and Notarial Seal.

ORMSBY S. MOORE NOTARY PUBLIC BALTIMORE CO., MD.

Ormsby S. Moore
Notary Public

1H

AUGUST CONROY 26 Francis Street Annapolis, Maryland	:	IN THE
Complainant	:	
v.	:	
MARY ELLYN BARNES and CARRIE McCURLEY 5012 Harford Road Baltimore 15, Maryland	:	CIRCUIT COURT
JOHN S. BUSICK and LIDA J. BUSICK 2500 Guildford Avenue Baltimore, Maryland	:	
and	:	FOR
LLOYD E. MARINER and MYRTLE E. MARINER 110 McPhail Street Baltimore 23, Maryland	:	
Respondents	:	ANNE ARUNDEL COUNTY
and all persons having or claiming to have any interest in the properties known as Lot 7, Section 2, Block P as shown on the Plat of Cape St. Claire, Deep Creek Sub-division; Lots 20-21, Section RR as shown on the Plat of Glen Burnie Heights and Lots 11-12, Section 60 as shown on the Plat of Green Haven.	:	NO. 11,653 EQUITY

: : : : : : :

CONSENT OF PLAINTIFF
ADMISSION OF SERVICE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Complainant, August Conroy, by his Solicitor, respectfully represents:

1. That a Petition to Redeem has been filed by the Respondents, Mary Ellyn Barnes and Carrie McCurley.

2. That the Complainant having been advised of the aforegoing Petition, hereby consents to the Order of Court fixing the amount necessary for redemption in accordance with said Petition.

3. That, W. Garrett Larrimore, Solicitor of Record admits to service of aforesaid Petition to Redeem and Order of Court thereon.

Filed 1956 Sept. 21
at 10.40 A.M.

W. Garrett Larrimore
Solicitor for Complainant

ORDER OF COURT

Upon the aforegoing Petition and Affidavit, it is this 14th day of September, 1956, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that Joseph H. Griscom, Sr., Treasurer and Collector, be and he is hereby authorized to accept the sum of $187.36, plus any additional interest that may be due at the time of payment, as the necessary amount for the redemption of said property, unless cause to the contrary be shown on or before the 8th day of October, 1956, provided a copy of this Petition and Order is served upon the Complainant, August Conroy, or his Solicitor of record, on or before the 25th day of September, 1956.

Benjamin Michaelson
Judge

17

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1956 SEP 14 PM 12:59

AUGUST CONROY 26 Francis Street Annapolis, Maryland	:	IN THE
Complainant	:	
v.	:	
MARY ELLYN BARNES and CARRIE McCURLEY 5012 Harford Road Baltimore 15, Maryland	:	CIRCUIT COURT
JOHN S. BUSICK and LIDA J. BUSICK 2500 Guildford Avenue Baltimore, Maryland	:	
and	:	FOR
LLOYD E. MARINER and MYRTLE E. MARINER 110 McPhail Street Baltimore 23, Maryland	:	
Respondents	:	
and all persons having or claiming to have any interest in the properties known as Lot 7, Section 2, Block P as shown on the Plat of Cape St. Calire, Deep Creek Subdivision; Lots 20-21, Section RR as shown on the Plat of Glen Burnie Heights and Lots 11-12, Section 60 as shown on the Plat of Green Haven.	:	ANNE ARUNDEL COUNTY
	:	NO. 11,653 EQUITY

: : : : : : : : :

FINAL DECREE

This cause standing ready for hearing and being submitted, the proceedings were read and considered, and it appearing that the same have been conducted in compliance with the provisions of Article 81, Section 69 to 121, of the Annotated Code of Maryland, 1951 Edition.

IT IS, Thereupon, this 21st day of September, 1956, by the Circuit Court for Anne Arundel County, In Equity, ADJUDGED, ORDERED and DECREED:

1. That all rights of redemption of the defendants John S. Busick and Lida J. Busick, 2500 Guildford Avenue, Baltimore, Maryland, and Lloyd E. Mariner and Myrtle E. Mariner, 110 McPhail Street, Baltimore 23, Maryland, and of anyone claiming by, from, or under them, or any of them, in and to the

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properties described in the Bill of Complaint and Certificate of Sale as having been sold by the Treasurer of Anne Arundel County for the non-payment of taxes by, and the same, are hereby barred and foreclosed.

2. That an absolute and indefeasible title, in fee simple, to said properties, free and clear of all alienations and discounts accuring prior to this Decree, as well as all encumbrances thereon (except taxes accuring subsequent to said dates of sale, and the public assessment to which the same are subject) is hereby vested in the Complainant, August Conroy.

3. That upon payment to Court of the balance, if any, due on the purchase price of said properties, together with all taxes, interest and penalties thereon accuring subsequent to the date of sale, the Treasurer of Anne Arundel County shall execute a deed conveying said properties to August Conroy and Eugenia Conroy, his wife.

4. That the Clerk of the Court issue a certified copy of this Decree to be served on the Treasurer.

5. That the Complainant shall pay the costs of these proceedings.

Benjamin Michaelson
Judge

19

LIBER 99 PAGE 397

FRANK C. KRAUSS Bristol, Maryland	:	NO. 11,834 EQUITY
VS.	:	
JAMES P. NOONAN 1745 K Street, N. W. Washington, D. C.	:	IN THE CIRCUIT COURT
And all persons having or claiming to have any interest in the property known as Wrighton, on the Patuxent River, near Leon, Maryland, in the Eighth District, Anne Arundel County, and containing 88.25 acres of land, more or less	:	FOR ANNE ARUNDEL COUNTY

:::::::

BILL OF COMPLAINT
TO FORECLOSE EQUITY OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

YOUR ORATOR, complaining, says:

FIRST: That on or about the 10th day of August, 1954, the certificate of tax sale attached hereto and marked, "Complainant's Exhibit No. 1," was issued by Joseph H. Griscom, Sr., successor to C. Albert Hodges, Collector of Taxes for the State of Maryland and Anne Arundel County, to him, which certificate is prayed to be taken as part hereof.

SECOND: That the property mentioned in said certificate is described as follows: All that lot of ground and improvements known as Wrighton, on the Patuxent River, lying in the Eighth District of Anne Arundel County near Leon, Maryland, containing 88.25 acres, more or less, which was conveyed to James P. Noonan by James S. Easby-Smith and Lillian Easby-Smith, his wife, December 15, 1925, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 18, folio 275, and being more particularly described in said deed.

THIRD: That said property was assessed, on the date of the Collector's sale, to James P. Noonan, whose last known address was 1745 K Street, N. W., Washington, D. C.; that the amount due on the date of the sale

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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was $56.42; and that the Collector sold the property for $85.00 to your orator.

FOURTH: That the said property as above described is the identical parcel of ground less particularly described in the aforesaid Collector's certificate.

FIFTH: That by deed dated July 25, 1936, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 153, folio 183, C. Albert Hodges, late County Treasurer of Anne Arundel County, by virtue of the said tax sale, ratified and confirmed by this Honorable Court on April 16, 1936, conveyed the above-described property to your orator.

SIXTH: That according to the Equity, Law and Land Records of Anne Arundel County and the records of the Register of Wills of said county, the title to said lots, subject to the aforesaid tax sale and deed executed by the said C. Albert Hodges, is still vested in the name of the respondent, James P. Noonan.

SEVENTH: That said property has not been redeemed by any party in interest although more than one year and one day from the date of sale have expired.

EIGHTH: The complainant prays for an order of publication directed to the respondent, James P. Noonan, a non-resident of the State of Maryland, and to all parties in interest in the property.

NINTH: To redeem the property, it is necessary for the respondent to pay the sum of $85.00, being the whole amount of money received by the Collector from the sale of the property, plus interest at the rate of 6% per annum from July 24, 1924, to the date of the payment of the redemption money, plus the amount of any taxes, together with interest and penalties thereon accruing subsequent to the date of sale which have been paid by the complainant herein, as set out in Article 81, Section 91, of the Annotated Code of Maryland.

TENTH: The complainant prays the Court to pass a final decree

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Z

foreclosing all rights of redemption of the named respondent and any and all other persons having or claiming to have an interest in the property described herein.

AND AS IN DUTY BOUND, ETC.

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

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

3

LIBER 99 PAGE 400

2076

CERTIFICATE OF TAX SALE

I, Joseph H. Griscom Jr. Successor to C. Albert Hodges, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on ~~October~~ July 24, 1934, I sold to Frank Krauss at public auction for the sum of 85 Dollars and 00 Cents, of which ..... Dollars has been paid as a deposit on the property in Eighth District described as All that lot of ground and improvements lying in the 8th Dist. of A.A. Co. containing 88 1/4 acres of land more or less which was conveyed to James P. Norman by James S. Easby-Smith and Lucius Easby-Smith and assessed to James P. Norman

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

Witness my hand and seal, this 10 day of August 1954

Wm. N. Baldwin, Asst.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 10 day of August, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Wm. N. Baldwin, Asst. Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public

My Commission Expires May 2, 1955

No. 11884 Equity

"Complainant's Exhibit No. 1"

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NELLIE ELIZABETH STERLING NOTARY PUBLIC ANNE ARUNDEL COUNTY, MARYLAND

4

JEB 39 PAGE 401

FRANK C. KRAUSS Bristol, Maryland	:	NO. 11,834 EQUITY
VS.	:	
JAMES P. NOONAN 1745 K Street, N. W. Washington, D. C.	:	IN THE CIRCUIT COURT
And all persons having or claiming to have any interest in the property known as Wrighton, on the Patuxent River, near Leon, Maryland, in the Eighth District, Anne Arundel County, and containing 88.25 acres of land, more or less	:	FOR ANNE ARUNDEL COUNTY

:::::::

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property situate in the Eighth District of Anne Arundel County sold by the Collector of Taxes for Anne Arundel County and State of Maryland to the complainant in this proceeding:

> All that lot of ground known as Wrighton on the Patuxent River, near Leon, Maryland, in the Eighth District of Anne Arundel County containing 88.25 acres, more or less, being more fully described in a deed from James S. Easby-Smith and Lillian E. Easby-Smith, his wife, to James P. Noonan, dated December 15, 1925, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 18, folio 275.

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

It is thereupon, this 7th day of August, 1956, by the Circuit Court for Anne Arundel County in Equity ordered that notice be given by the insertion of a copy of this order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning the named respondent and all persons interested in said property to be and appear in this Court by the 10th day of October, 1956, and redeem the property and answer the bill or there-

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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after, a final decree will be rendered foreclosing all rights of redemption in the property and vesting in the complainant a title free and clear of all encumbrances.

George T. Cromwell
Clerk

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

ALBERT J. GOODMAN
156 South Street,
Annapolis, Maryland

NO. 11,834 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

FRANK C. KRAUSS, Bristol, Maryland
Vs.
JAMES P. NOONAN, 1745 K Street, N. W., Washington, D. C.

And all persons having or claiming to have any interest in the property known as Wrighton, on the Patuxent River, near Leon, Maryland in the Eighth District, Anne Arundel County, and containing 88.25 acres of land, more or less.

Order Of Publication

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property situate in the Eighth District of Anne Arundel County sold by the Collector of Texes for Anne Arundel County and State of Maryland to the complainant in this proceeding:

All that lot of ground known as Wrighton on the Patuxent River, near Leon, Maryland, in the Eighth District of Anne Arundel County containing 88.25 acres, more or less, being more fully described in a deed from James S. Easby-Smith and Lillian E. Easby-Smith, his wife, to James P. Noonan, dated December 15, 1925, and recorded among the Land Records of Anne Arundel County in Liber W. M. B. No. 18, folio 275.

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

It is thereupon, this 7th day of August, 1956, by the Circuit Court for Anne Arundel County in Equity ordered that notice be given by the insertion of a copy of this order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning the named respondent and all persons interested in said property to be and appear in this Court by the 10th day of October, 1956, and redeem the property and answer the bill or thereafter, a final decree will be rendered foreclosing all rights of redemption in the property and vesting in the complainant a title free and clear of all encumbrances.

GEORGE T. CROMWELL, Clerk.

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

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LIBER 99 PAGE 403 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 Publication Eq. 11,834 Property James P. Noonan was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 10th day of October, 1956. The first insertion being made the 9th day of August, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By [signature]

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10 PM 2:36
Filed Oct. 10, 1956 at 2.36 P.M.

LIBER [illegible] PAGE 404

FRANK C. KRAUSS	:	NO. 11,834 EQUITY
		IN THE CIRCUIT COURT
VS.	:	
		FOR
JAMES P. NOONAN, et al.	:	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 Anne Arundel County, Maryland, and the respondents having failed to appear either in person or by solicitor and answer the bill of complaint filed against them,

It is thereupon, this 11th 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.

Benjamin Michaelson
Judge

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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8

FRANK C. KRAUSS Bristol, Maryland	:	NO. 11,834 EQUITY
VS.	:	
JAMES P. NOONAN 1745 K Street, N. W. Washington, D. C.	:	IN THE CIRCUIT COURT
And all persons having or claiming to have any interest in the property known as Wrighton, on the Patuxent River, near Leon, Maryland, in the Eighth District, Anne Arundel County, and containing 88.25 acres of land, more or less.	:	FOR ANNE ARUNDEL COUNTY

:::::::

D E C R E E

This cause standing ready for hearing and being submitted, the proceedings were read and considered by the Court, and it appearing that the same have been conducted in substantial compliance with the provisions of Sections 98 through 114 of Article 81 of the Annotated Code of Maryland,

It is thereupon, this 13th day of November, 1956, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed:

FIRST: That all rights of redemption of the respondent, James P. Noonan, or of anyone claiming by, from or under him, in and to the property described in this proceeding as having been sold by the Treasurer of Anne Arundel County to Frank C. Krauss on the 24th day of July, 1934, for the non-payment of taxes, be, and the same are hereby, barred and foreclosed.

SECOND: That an absolute and indefeasible title in fee simple to said property, free and clear of all alienation and defense occurring prior to this decree, as well as all encumbrances thereon (excepting taxes accruing subsequent to said date of sale and public assessment to which the same is subject), is hereby vested in the complainant.

THIRD: That upon payment to him of the balance, if any, due on

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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the purchase price of said property, together with all taxes, interests and penalties thereon accruing subsequent to the date of sale, the Treasurer of Anne Arundel County shall execute a deed conveying said property to the complainant.

FOURTH: That the complainant shall pay the costs of these proceedings.

Benjamin Michaelson
Judge

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

10

CARL L. ABEND, and ADELAIDE ABEND, his wife	:	No. 11,857 Equity
vs	:	IN THE
CHRISTINA APPLING 1522 Abottson Street Baltimore, Maryland, and all persons having or claiming to have any interest in property known as Lot 8, Block L, Selby-on-the-Bay, Anne Arundel County, Maryland	:	CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
and	:	
SARA W. COE 14th and Clifton Streets Washington, D. C., c/o James and Robert Coe 110 South Clifton Terrace Apartments Washington, D. C. and all persons having or claiming to have any interest in property known as Lot 20, Block H, Selby-on-the-Bay, Anne Arundel County, Maryland	:	

BILL OF COMPLAINT TO

FORECLOSE EQUITY OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Complainants, Carl L. Abend and Adelaide Abend, his wife, by William W. Townshend, Jr., and William E. Kirk, their Attorneys, respectfully show:

1. That on August 22, 1956, the Certificate of Tax Sale attached hereto, pertaining to Lot 8, Block L, Selby-on-the-Bay, and marked "Complainants' Exhibit No. 1" was issued by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, to your Complainants, which Certificate is prayed to be taken as part hereof.

2. That the property mentioned in said Certificate is described as follows:

> Certificate No. 2983 - Property in the First Election District described as Lot 8, Block L, situated at Selby-on-the-Bay, Anne Arundel County, Maryland,

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which lot, at the time of the tax sale, was assessed to Christina Appling, and was conveyed to Christina Appling, in fee simple, by deed dated March 11, 1932, from Alvin G. Branham, et al, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 97, Folio 80; and that the amount due to the Collector of Taxes for the State of Maryland and Anne Arundel County on the day of the tax sale held October 13, 1942, was Twenty Dollars and Seventy Cents ($20.70).

3. That the description of the property as the same appeared upon the Tax Roll of the Treasurer of Anne Arundel County for the First Election District on the day of the sale was:

Christina Appling
1522 Abottson Street
Baltimore, Maryland
Selby-on-the-Bay
Lot #8, Block L

And that the property described in the Certificate of Sale aforesaid is the same as above set out.

4. That according to the Equity, Law, and Land Records of Anne Arundel County, and the Register of Wills of Anne Arundel County, the title to the lot set out above and in the Certificate of Tax Sale No. 2983, was in the name of Christina Appling at the time of the said tax sale, and that the County Commissioners of Anne Arundel County purchased said lot at said tax sale which was finally ratified by the Circuit Court for Anne Arundel County in Tax Sale Proceedings No. 5857.

5. That on August 22, 1956, the Certificate of Tax Sale attached hereto, pertaining to Lot 20, Block H, Selby-on-the-Bay, and marked "Complainants' Exhibit No. 2" was issued by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, to your Complainants, which Certificate is prayed to be taken as part hereof.

2

6. That the property mentioned in said Certificate is described as follows:

Certificate No. 2984 - property in the First Election District described as Lot 20, Block H, Selby on Bay, Anne Arundel County, Maryland,

which lot, at the time of the tax sale was assessed to Sara W. Coe, and was conveyed to Sara W. Coe in fee simple, by deed dated August 27, 1931, from Alvin G. Branham et al, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. 92, Folio 311; and that the amount due to the Collector of Taxes for the State of Maryland and Anne Arundel County on the day of the tax sale held October 9, 1939, was Eighteen Dollars and One Cent ($18.01).

7. That the description of the property as the same appeared upon the Tax Roll of the Treasurer of Anne Arundel County for the First Election District on the day of the sale was:

Sara W. Coe
14th & Clifton Street
Washington, D. C.
c/o James & Robert Coe
110 South Clifton
Terrace Apartments
Washington, D. C.
Selby on the Bay
Lot #20, Block H

And that the property described in the Certificate of Tax Sale is the same as set out above.

8. That according to the Equity, Law, and Land Records of Anne Arundel County, and the Register of Wills of Anne Arundel County, the title to the lot set out above and in the Certificate of Tax Sale No. 2984, was in the name of Sara W. Coe at the time of the said tax sale, and that the County Commissioners of Anne Arundel County purchased said lot at said tax sale which was finally ratified by the Circuit Court for Anne Arundel County in Tax Sale Proceedings No. 4738.

9. That the aforesaid lots of ground, namely Lot 8, Block L, and Lot 20, Block H, as shown on the plats of Selby-on-

the-Bay, Anne Arundel County, Maryland, were purchased by the County Commissioners of Anne Arundel County at the respective tax sales, and the said County Commissioners conveyed said lots to Otis L. Williams, Jr., in fee simple, by deed dated July 25, 1944, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 311, Folio 495; and that the said Otis L. Williams, Jr., joined by Elizabeth M. Williams, his wife, conveyed the said lots to your Complainants' by deed dated September 22, 1954, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 867, Folio 561.

10. That the aforesaid lots of ground have not been redeemed by any of the parties in interest, although more than one year and one day from the date of sale of said properties has expired; and that this proceeding is brought under the Statute relating to Tax Sales made after the effective date of the Acts of 1943 of the General Assembly of Maryland, namely, Article 81 of the Annotated Code of Maryland (1951 Edition) as amended.

11. That it appears that the defendants, according to the assessment records, are residents and non-residents as indicated in the title to this cause, and therefore, your Complainants pray for process directed to the aforesaid resident and non-resident defendants, at the last known address above set forth, as the address of said defendants.

12. That the amounts necessary for the redemption of the above entitled properties are as follows:

Christina Appling, Certificate No. 2983 - $20.70

Sara W. Coe, Certificate No. 2984 - $18.01

which is the amount paid for said property, as the same appears on the Certificates of Tax Sale, with interest at the rate of six per cent (6%) per annum, from the date of sale to the date of

4

redemption, together with all taxes, interest, penalties and costs, paid by the Complainants herein or their predecessors in title, subsequent to the date of sale of said property, as provided for under the Provisions of the Acts of 1943 aforesaid, as amended.

13. That the Complainants pray for an Order of Publication directed to all parties in interest in the aforementioned properties.

TO THE END, THEREFORE,

(a) That this Court pass a final decree foreclosing all the rights of redemption of the defendants herein, in and to the aforesaid Lot 8, Block L, and Lot 20, Block H, as shown on the plats of Selby-on-the-Bay.

(b) That the Court pass a final decree whereby there will be vested in the Complainants, an absolute and indefeasible title to the property aforesaid, in fee simple, free and clear of all prior or subsequent alienations and descents, and encumbrances, except taxes and other public liens, accruing subsequent to the date of sale, and public easements to which the properties are subject.

(c) That an Order of Publication be passed giving notice to the defendants and all persons having or claiming to have any interest in the aforesaid property, of the object and substance of this Bill of Complaint and warning them to be and appear in this Court, in person or by Solicitor, on or before the 15th day of November, 1956, and show cause, if any they may have, why a decree or decrees should not be passed as prayed.

(d) That the Court may decree such other or further relief as the case may require.

AND AS IN DUTY BOUND, ETC.

Carl L. Abend
Carl L. Abend

Adelaide Abend
Adelaide Abend

TOWNSHEND AND KIRK
Attorneys for Complainants

by: William E. Kirk
William E. Kirk

E. JANICE AFRICA NOTARY PUBLIC ANNE ARUNDEL CO., MD.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 28 day of August, 1956, before me the Subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Carl L. Abend and Adelaide Abend, his wife, the above named Complainants, and they made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint are true to the best of their knowledge, information, and belief.

WITNESS my hand and Notarial Seal.

E. JANICE AFRICA NOTARY PUBLIC ANNE ARUNDEL CO.

E. Janice Africa
E. Janice Africa Notary Public

6

Duplicate

LIBER 99 PAGE 413

No. 2983 CERTIFICATE OF TAX SALE

I, Joseph H. Grocum successor to James A Walton Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 13-1942, I sold to A A Co Comm at public auction for the sum of 20 Dollars and .70 Cents, of which 20.70 x Dollars has been paid as a deposit on the property in 1st District described as Lot 8 Blk L situated at Selby on the Bay, Anne Arundel Co.

and assessed to Christina Appleby

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 _____, 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 22 day of August 1956

Joseph H. Grocum Jr
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 22 day of ~~October~~ August, 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Grocum 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,

Clemmie C. Boswell
Notary Public.

My Commission Expires May 6, 1957

1

Complainants' Exhibit No. 1

LIBER 99 PAGE 414

No 2984 CERTIFICATE OF TAX SALE

I, Joseph H. Friesom & successor to John M. Green Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9, 1939, I sold to A A Co Comm at public auction for the sum of 18.01 Dollars and _____ Cents, of which 18.01 Dollars has been paid as a deposit on the property in 1st district described as Lot 20 Blk H Selby on Bay Anne Arundel County

and assessed to Sarah W. Poe

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 _____, 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 22 day of August 1956

Joseph H. Friesom Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 22" day of ~~October~~ August, 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Friesom, 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,

Clarence C. Burwell
Notary Public.

My Commission Expires May 6, 1957

8

Complainants' Exhibit No. 2

Md. Gazette

LIBER 99 PAGE 415

CARL L. ABEND, and ADELAID ABEND, his wife	:	No. 11,857 Equity
vs	:	IN THE
CHRISTINA APPLING 1522 Abottson Street Baltimore, Maryland, and all persons having or claiming to have any interest in property known as Lot 8, Block L, Selby-on-the-Bay, Anne Arundel County, Maryland	:	CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
and	:	
SARA W. COE 14th and Clifton Streets Washington, D. C., c/o James and Robert Coe 110 South Clifton Terrace Apartments Washington, D. C., and all persons having or claiming to have any interest in property known as Lot 20, Block H, Selby-on-the-Bay, Anne Arundel County, Maryland	:	

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property situate in the First Election District of Anne Arundel County, sold by the Collector of Taxes for Anne Arundel County and State of Maryland, to the predecessor in title of the Complainants in these proceedings:

All those lots or parcels of ground situate, lying and being in the First Election District of Anne Arundel County, Maryland, and described as follows:

> Lot 8, Block L. as shown on the Plat of Selby-on-the-Bay and recorded among the Plat Records of Anne Arundel County in Plat Book 7, Page 43.

Being the same lot of ground described in a deed from Alvin G. Branham, et al, to Christina Appling, dated March 11, 1932,

9

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1956 AUG 28 AM 11:12

and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 97, Folio 80.

Lot 20, Block H, as shown on the Plat of Selby-on-the-Bay and recorded among the Plat Records of Anne Arundel County in Plat Book 7, Page 42.

Being the same lot of ground described in a deed from Alvin G. Branham, et al, to Sara W. Coe, dated August 27, 1931, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 92, Folio 211.

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

It is thereupon this 28th day of August, 1956, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 15th day of November, 1956, and redeem the property and answer the bill, or thereafter a final decree will be rendered foreclosing all rights of redemption in the property and vesting in the Complainants a title free and clear of all encumbrances.

George T. Cromwell
George T. Cromwell, Clerk

TRUE COPY TEST:

_____
Clerk

10

No. 11,857 Equity

IN THE CIRCUIT CO T FOR ANNE ARUNDEL COUNTY

CARL L. ABEND, and ADELAID ABEND, his wife

Vs.

CHRISTINA APPLING, 1522 Abottson Street, Baltimore, Maryland, and all persons having or claiming to have any interest in property known as Lot 8, Block L, Selby-on-the-Bay, Anne Arundel County, Maryland

and

SARA W. COE, 14th and Clifton Streets, Washington, D. C., c/o James and Robert Coe, 110 South Clifton Terrace Apartments, Washington, D. C., and all persons having or claiming to have any interest in property known as Lot 20, Block H, Selby-on-the-Bay, Anne Arundel County, Maryland.

Order Of Publication

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property situate in the First Election District of Anne Arundel County, sold by the Collector of Taxes for Anne Arundel County and State of Maryland, to the predecessor in title of the Complainants in these proceedings:

All those lots or parcels of ground situate, lying and being in the First Election District of Anne Arundel County, Maryland, and described as follows:

Lot 8, Block L, as shown on the Plat of Selby-on-the-Bay and recorded among the Plat Records of Anne Arundel County in Plat Book 7, Page 43.

Being the same lot of ground described in a deed from Alvin G. Branham, et al, to Christina Appling, dated March 11, 1932, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 97, Folio 80.

Lot 20, Block H, as shown on the Plat of Selby-on-the-Bay and recorded among the Plat Records of Anne Arundel County in Plat Book 7, Page 42.

Being the same lot of ground described in a deed from Alvin G. Branham, et al, to Sara W. Coe, dated August 27, 1931, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 92, Folio 311.

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

It is thereupon this 28th day of August, 1956, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 15th day of November, 1956, and redeem the property and answer the bill, or thereafter a final decree will be rendered foreclosing all rights of redemption in the property and vesting in the Complainants a title free and clear of all encumbrances.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

8-20

LIBER 99 PAGE 417 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 26, 1956

We hereby certify, that the annexed

Order of Publication

Eq. #11,857. Property

Carl L. Abend.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 15th day of November, 1956. The first insertion being made the 30th day of August, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

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56 DEC -5 AM 9:27

By A. Tilghman

LIBER 99 PAGE 418

CARL L. ABEND and ADELAIDE ABEND, his wife	:	No. 11,857 Equity
	:	In the Circuit Court
vs.	:	for
CHRISTINA APPLING et al	:	Anne Arundel County

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the ORDER of PUBLICATION heretofore issued herein has been duly published in the Maryland Gazette, a newspaper printed and published in the County of Anne Arundel, Maryland, and the defendants having failed to appear either in person or by Solicitor and answer the Bill of Complaint filed against them,

It is thereupon, this 5th day of December, 1956, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that said Bill of Complaint be, and the same is hereby, taken pro confesso against the said Defendants.

Benjamin Michaelson
Judge

12

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1956 DEC -6 PM 2:29

LIBER 93 PAGE 419

CARL L. ABEND and ADELAIDE ABEND, his wife	:	No. 11,857 Equity
vs.	:	In the Circuit Court
CHRISTINA APPLING et al	:	for Anne Arundel County

AFFIDAVIT OF EFFORT TO LOCATE DEFENDANT

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, Sct.:

I Hereby Certify, that on this 7th day of January, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared William E. Kirk and made oath in due form of law, that a certified letter has been sent to the defendant, Sarah W. Coe, in the above proceedings at her last known address as shown in the tax records of Anne Arundel County and that said letter was returned to the sender as indicated in these proceedings and that a search of the records of The Orphans Court for Anne Arundel County and the Washington Telephone Directory failed to disclose a more recent address for the defendant, Sarah W. Coe.

As Witness my hand and Notarial Seal

Notary Seal

Alice Gary
Notary Public

ALICE GARY NOTARY PUBLIC ANNE ARUNDEL CO.

13

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1957 JAN -7 PM 2:28

LIBER 39 PAGE 420

CARL L. ABEND and ADELAIDE ABEND, his wife	:	No. 11,857	Equity
	:	In the Circuit Court	
vs.	:	for	
CHRISTINA APPLING et al	:	Anne Arundel County	

FINAL DECREE

This cause, standing ready for hearing and being submitted, the proceedings were read and considered, and it appearing that the same have been conducted in substantial compliance with the provisions of Sections 69 to 121 of Article 81, of the Annotated Code of Maryland (1951 Edition),

It is, thereupon, this 7th day of January, 1957, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED:

1. That all rights of redemption of the Defendants, or of anyone claiming by, through or under them, in and to the properties described in this proceeding, namely:

> Lot No. 8, Block L, as laid down on the Plat of Selby-on-the-Bay, Plat No. 2, and recorded among the Plat Records of Anne Arundel County in Plat Book 7, Page 43.
>
> Lot No. 20, Block H, as laid down on the Plat of Selby-on-the-Bay, Plat No. 1, and recorded among the Plat Records of Anne Arundel County in Plat Book 7, Page 42.

and having been sold by the Treasurer of Anne Arundel County on October 13, 1942 and October 9, 1939 respectively for the nonpayment of taxes, be and the same is hereby barred and foreclosed.

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

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

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

14

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1957 JAN -8 PM 12:40

Benjamin Michaelson
Judge

LIBER 99 PAGE 421

MARY E. SMITH, ET AL	:	IN
	:	THE CIRCUIT COURT
VS.	:	FOR
	:	ANNE ARUNDEL COUNTY
SHARON MUHLMEISTER, ET AL	:	NO. 10,258 Equity

: : : : : : : : : : :

TESTIMONY ON BEHALF OF THE PLAINTIFFS

May 25, 1954

Present:

Mr. John G. Rouse, Jr., Solicitor for Plaintiffs

Mr. Emanuel Klawans, Examiner

Mrs. Irene Hazel, Court Stenographer

Witnesses:

T. Carroll Worthington, pages 2 and 3

Thomas C. Worthington, Jr., pages 3 and 4

58

Filed 11 June, 1954.

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

(Mr. Rouse)

1. State you name and address.

A. T. Carroll Worthington, Townsworth Building, Annapolis, Md.

2. What is your occupation?

A. Realtor.

3. Do you engage in the appraisal of real estate in and about the City of Annapolis?

A. I do.

4. Over what period of time have you been engaged in this work?

A. About 31 years.

5. Are you familiar with the area which the City of Annapolis proposes to convert into a parking lot which is adjacent to Gorman Street or takes up part of Gorman Street?

A. I am.

6. Specifically, are you familiar with the tract of land belonging to parties to this proceeding, which lies in the area which the City is planning to convert into a parking lot?

A. I am.

7. Is that property improved or unimproved?

A. That's unimproved.

8. I hand you a contract of sale between myself as trustee and the Mayor and Alderman of the City of Annapolis, dated May 6th, 1954, relating to this unimproved property as shown on a plat of proposed Gorman Street parking lot, and ask you whether or not the price of $3,202.00 for this property is a fair and reasonable price?

A. It is a fair price.

9. Do you know what that lot is assessed at for tax purposes?

A. $515.00.

10. Do you know what price has been paid by the City for other tracts of land adjacent to the property in question?

A. In most cases around 75 cents a square foot.

59

11. And the price of $3,202 represents what per square foot?

A. $1.03.

12. And you feel that is a good price?

A. I think it is a very fair price.

13. In your opinion, is it to the best interest of all the owners of that property, everybody having an interest in it, that it be sold, and that this is a good price?

A. Yes.

(Mr. Klawans)

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

T. Carroll Worthington

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

(Mr. Rouse)

1. State your name and address.

A. Thomas C. Worthington, Jr., Townsworth Building, Annapolis, Md.

2. And what is your occupation?

A. I'm a realtor, sir.

3. Are you familiar with the values in real estate in the City of Annapolis?

A. Yes, I am, sir.

4. Specifically, are you familiar with a lot of unimproved land lying in or near Gorman Street in the City of Annapolis proposed to be turned into a municipal parking lot?

A. Yes, I am, sir.

5. Have you been shown a contract of sale between myself, as trustee, and the Mayor and Alderman of the City of Annapolis for the sale of that property, for the sum of $3,202?

A. Yes, I have.

6. Can you tell us whether or not, in your opinion, this is a fair and reasonable price for the lot in question?

A. I think it is a very fair price.

7. Can you tell us whether or not it is a better price than the City has paid for adjacent property it has acquired in that location?

A. Yes, it is, sir.

8. Is it to the best interest to the parties involved that this be sold?

A. Yes.

9. Has any use of it been made?

A. None at all.

10. So, in your opinion, it is to the best interest of all the owners of that property, everybody having an interest in it, that it be sold and that this is a good price, is that correct?

A. Yes.

(Mr. Klawans)

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

Thomas C. Worthington, Jr.
Thomas C. Worthington, Jr.

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

Witness my hand and seal this 8th day of June, 1954.

Emanuel Klawans (SEAL)
Examiner

E.K. $10.00
I.H. $4.00 2d 6/9/54

62

LIBER 99 PAGE 425

MARY E. SMITH LORRAINE E. MUHLMEISTER MARY ELIZABETH SMITH WEST DORIS A. SMITH WISEMAN	:	IN THE
and		
		CIRCUIT COURT
HOWARD B. SMITH, infant CHARLES W. SMITH,(III), infant	:	
and		
RUTH A. SMITH, infant, by Doris A. Smith Wiseman, their sister and next friend	:	FOR
vs.		
SHARON MUHLMEISTER, infant CAROLYN S. WEST, infant	:	ANNE ARUNDEL COUNTY
and		
DAVID R. WEST, infant any any persons not in being whose interest in the subject matter of this suit may be affected by any decree or order which may be entered in these proceedings.	:	NO. 10,258 EQUITY

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

REPORT OF SALE

The Report of Sale of John G. Rouse, Jr., Trustee, respectfully represents:

1.

That by Decree of this Court passed in the above-entitled proceeding on September 15, 1952, John G. Rouse, Jr., was appointed Trustee to sell certain fee simple property mentioned therein including an unimproved lot of ground situated at the rear of the property known as Number 139-141 Main Street, in the City of Annapolis and more particularly described in Liber WNW No. 83 Folio 103, less however, that part of said lot which was conveyed away in Liber JHH No. 383 Folio 297.

2.

That after giving bond with approved security in accordance with the provisions of said Decree the Trustee attempted without success to negotitate a private sale of the aforementioned property at a reasonable price.

ROUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

63

Filed 11 June, 1954.

3.

That on or about November 9, 1953, the Mayor and Aldermen of the City of Annapolis enacted a municipal ordinance with respect to a proposed municipal parking lot area at Gorman Street in the City of Annapolis and the property above referred to lies within the proposed municipal parking lot area as set forth in said ordinance.

4.

That on December 18, 1953, the Trustee received an offer from the Mayor and Aldermen of the City of Annapolis in the amount of $2227.50 for said above mentioned unimproved lot of ground, which said offer the Trustee rejected.

5.

That the Trustee was notified by the attorney for the City of Annapolis that said City planned to institute a condemnation proceeding in the name of said City with respect to the above mentioned lot.

6.

That after considerable additional negotiations had ensued between the Trustee and said City Attorney, the Trustee on April 24, 1954 received from the Mayor and Aldermen of the City of Annapolis an offer to purchase the above mentioned lot of ground for the sum of $3302.00, said offer being the highest received by the Trustee.

7.

That in compliance with the terms of said Decree the said Trustee has entered into a Contract of Sale with the Mayor and Aldermen of the City of Annapolis for the sum of Three Thousand Three Hundred Two Dollars ($3302.00), the original of which Contract of Sale is attached hereto marked Exhibit "A" and is prayed to be taken as a part hereof.

8.

That subsequent to the execution of said Contract

ROUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

4

of Sale testimony was taken before an Examiner of this Court and two qualified persons familar with the value of real estate in the City of Annapolis testified as to the fairness of the selling price and of the terms of said Contract of Sale.

AND, AS IN DUTY BOUND, ETC.

John G. Rouse Jr. Trustee
John G. Rouse, Jr., Trustee

STATE OF MARYLAND)
)
COUNTY OF ANNE ARUNDEL) To Wit:

I Hereby Certify That on this 11th day of ~~May~~ June, 1954, before me, the subscriber, a Notary Public in and for the County and State aforesaid personally appeared JOHN G. ROUSE, JR., TRUSTEE, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true to the best of his knowledge, information and belief, and that the sale was fairly made.

As Witness my hand and Notarial Seal.

Dorothy L. Hoshall
Notary Public

NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

ROUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

65

EXHIBIT "A"

CONTRACT OF SALE—Form 19. LIBER 99 PAGE 428

THIS AGREEMENT, Made this 6 th day of May nineteen hundred and fifty four , between

JOHN G. ROUSE, JR., Trustee for the sale of hereinafter described property by virtue of an Order of the Circuit Court for Anne Arundel County on September 15, 1952 in Smith et al v. Muhlmeister et al, No. 10,258 Equity

of the first part

and THE MAYOR AND ALDERMEN OF THE CITY OF ANNAPOLIS, a municipal corporation,

of the second part.

Witnesseth, that the said party of the first part does hereby bargain and sell unto the said party of the second part, and the latter doth hereby purchase from the former, the following described property, situate and lying in the City of Annapolis and the Sixth Election District of Anne Arundel County:

3,206 sq. ft. of unimproved property formerly owned by CHARLES W. SMITH as shown on a plat of the Proposed Gorman Street Parking Area recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 819, folio 275.

At and for the price of THREE THOUSAND THREE HUNDRED AND TWO ($3,302.00) Dollars, of which No Dollars, have been paid prior to the signing hereof and the balance to be paid as follows:

Cash within thirty days after ratification by the Court of this Contract of Sale.

And upon payment as above of the unpaid purchase money, a Deed for the property shall be executed at the Vendee's expense by the Vendor, which shall convey the property by a good and merchantable title to the Vendee.

Taxes, and other charges to be adjusted to the date of transfer.

~~to be paid or allowed for by the Vendor to~~ , ~~nineteen hundred and~~

Witness our hands and seals.

TEST: John B. Wright

James C. Morton

THE MAYOR AND ALDERMEN OF THE CITY OF ANNAPOLIS

By Arthur G. Ellington, Mayor [SEAL]

[SEAL]

John G. Rouse, Jr., Trustee [SEAL]

[SEAL]

Exhibit A.
Filed 11 June, 1954.

46

LIBER 99 PAGE 429

ORDER NISI

MARY E. SMITH,
LORRAINE S. MUHLMEISTER, et al, etc.

versus

SHARON MUHLMEISTER, infant,
CAROLYN S. WEST, infant,
DAVID R. WEST, infant, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,258 Equity

Ordered, this 11 day of June, 1954, That the sale of the Property in these Proceedings mentioned, made and reported by John G. Rouse, Jr., Trustee, be and

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19 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 19 day of July next.

The report states that the amount of sales to be $3,302.00.

John H. Hopkins, Jr. Clerk.

True Copy,

TEST: Clerk.

Filed 11 June, 1954.

(Final Order)

MARY E. SMITH,
LORRAINE S. MUHLMEISTER, et al, etc.

versus

SHARON MUHLMEISTER, infant,
CAROLYN S. WEST, infant,
DAVID R. WEST, infant, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 21st day of July, 1954, 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.

67

Filed 21 July, 1954.

LIBER 99 PAGE 430

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. 10,268 Equity

MARY E. SMITH, LORRAINE S. MUHLMEISTER, et al, etc.,
Vs.
SHARON MUHLMEISTER, Infant, CAROLYN S. WEST, Infant, DAVID R. WEST, Infant, et al.

Ordered, this 11th day of June, 1954, That thte sale of the Property in these Proceedings mentioned, made and reported by John G. Rouse, Jr., Trustee. BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before tho 19th 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 19th day of July next.

The report states that the amount of sales to be $3,302.00.

JOHN H. HOPKINS, 3rd., Clerk.
True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
jy-7

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 9, 1954

We hereby certify, that the annexed

Trustee Sale - Sale - Eq. 10268

Sharon Muhlmeister

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 19th day of July, 1954 The first insertion being made the 16th day of June, 1954

THE CAPITAL-GAZETTE PRESS, INC.

No. E. C. 971

By Marie Tate

68

Filed 12 July, 1954

LIBER 99 PAGE 431

In the Case of

Mary E. Smith,
Lorraine S. Muhlmeister,
Mary Elizabeth Smith West, et al

vs.

Sharon Muhlmeister, infant,
Carolyn S. West, infant
David R. West, infant, et al

In the

Circuit Court

For

Anne Arundel County

No. 10,258 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 29, 1954

All of which is respectfully submitted.

Laura K. Ticklus
Auditor.

69

Filed 29 July, 1954

Dr. Mary B. Smith, et al vs. Sharon Muhlmeister, infant, et al in ac.

To Trustee for Commissions, viz:	129 06	129 06
To Trustee for Court costs, viz:		
Clerk of Court - Court costs to date	14 00	
Auditor - stating this account	9 00	23 00
To Trustee for Expenses, viz:		
Capital-Gazette Press - order nisi (sale)	8 00	
Capital-Gazette Press - order nisi (acct)	6 00	
T. C. Worthington - appraisal and testimony	25 00	
T. C. Worthington, Jr. - appraisal and testimony	25 00	
Irene Hazel - stenographer's fee	4 00	
Dorothy L. Stockett - notary fee	50	68 50
To Trustee for Taxes, viz:		
1954 State and County taxes ($8.79) - adjusted to 7/20/54	4 91	
1954 Annapolis City taxes ($7.16) - adjusted to 7/20/54	40	5 31
Balance in hands of Trustee subject to further order of Court	3,076 13	3,076 13
		3,302 00

with John G. Rouse, Jr., Trustee Cr.

1954				
July	20	Proceeds of Sale (Contract dated 5/6/54)	3,302 00	3,302 00
				3,302 00

ORDER NISI LIBER 99 PAGE 434 In the

Mary E. Smith,

et al

VERSUS

Sharon Muhlmeister,

infant, et al

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 10,258 Equity.

ORDERED, This 29 day of July, 1954., That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 1 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 1 day of September next.

John H. Hopkins, 3rd, Clerk

Filed 29 July, 1954.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 26th day of January, 1955., that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson

Judge.

Filed 26 Jan., 1955.

LIBER 99 PAGE 435

MARY E. SMITH	:	IN THE
LORRAINE S. MUHLMESITER		
MARY ELIZABETH SMITH WEST		
DORIS A. SMITH WISEMAN	:	CIRCUIT COURT
and	:	
HOWARD B. SMITH, infant		FOR
CHARLES W. SMITH (III), infant	:	
and RUTH A. SMITH, infant by Doris A. Smith Wiseman, their sister and next friend.		ANNE ARUNDEL COUNTY
vs.	:	
SHARON MUHLMEISTER, infant		
CAROLYN S. WEST, infant	:	
and DAVID R. WEST, infant and any persons not in being whose interest in the subject matter of this suit may be affected by any decree or order which may be entered in these proceedings.	:	NO. 10,258 EQUITY

: : : : : : : : : : :

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of John G. Rouse, Jr., Trustee, respectfully represents:

1.

That on June 26, 1951, the above-entitled proceeding was instituted by the filing of a Bill of Complaint and Exhibits by the parties named therein.

2.

That in said Bill of Complaint it was prayed inter alia that this Honorable Court might assume jurisdiction of the estate created by the Will of Charles W. Smith, pursuant to Sections 252 and 252A (now Sections 264 and 265) of Article 16 of the Code of Public General Laws of Maryland and that a Decree might be passed for the sale of certain of the property mentioned in said Bill of Complaint.

ROUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

Filed 10 Aug., 1954

73

LIBER 93 PAGE 431

3.

That this Honorable Court by Decree dated September 15, 1952, ordered the sale of certain real estate specifically described in said Decree and appointed your Petitioner trustee for the purpose of making said sales.

4.

That part of the property mentioned in said Decree was sold in July, 1953 and the remaining portion of the said property mentioned in said Decree was sold in July, 1954, as will more particularly appear from the reports of sale filed in this proceeding by your Petitioner.

5.

That your Petitioner holds the proceeds of sale subject to the further Order of this Court as provided by Orders passed in this proceeding.

6.

That your Petitioner believes that the Decree of this Court dated September 15, 1952 and heretofore mentioned should have contained a provision whereby this Court expressly assumed jurisdiction of the estate created by the Will of Charles W. Smith, as prayed in said Bill of Complaint.

WHEREFORE, Your Petitioner prays an Order of this Honorable Court amending the Decree heretofore passed in this proceeding on September 15, 1952 to provide that this Court assume jurisdiction nunc pro tunc of the estate created by the Will of the said Charles W. Smith pursuant to Sections 264 and 265 (formerly Sections 252 and 252A) of Article 16 of the Annotated Code of Maryland.

AND, AS IN DUTY BOUND, ETC.

John S. Rouse Jr.
Petitioner

STATE OF MARYLAND)
)
COUNTY OF ANNE ARUNDEL) TO WIT:

I HEREBY CERTIFY, That on this 11th day of August, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JOHN G. ROUSE, JR., Trustee, and made oath in due form of law that the matters and facts set forth in the aforementioned Petition are true to the best of his knowledge, information and belief.

As Witness my hand and Notarial Seal.

Dorothy L. Stockett
Notary Public

MARY E. SMITH LORRAINE S. MUHLMEISTER MARY ELIZABETH SMITH WEST DORIS A. SMITH WISEMAN and HOWARD B. SMITH, infant CHARLES W. SMITH III, infant and RUTH A. SMITH, infant by Doris A. Smith Wiseman, their sister and next friend vs. SHARON MUHLMEISTER, infant CAROLYN S. WEST, infant and DAVID R. WEST, infant and any persons not in being whose interest in the subject matter of this suit may be affected by any decree or order which may be entered in these proceedings.	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 10,258 EQUITY

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

O R D E R

Upon the foregoing Petition and Affidavit, it is this 11th day of August, 1954, ORDERED, by the Circuit Court for Anne Arundel County, in Equity, that the prior Decree of this Court dated September 15, 1952, be, and it is hereby amended nunc pro tunc by the addition at the end of the said Decree of September 15, 1952, of the following paragraph:

"And it is further ORDERED that this Court assume jurisdiction of the estate created by the Will of Charles W. Smith pursuant to the provisions of Sections 264 and 265 (formerly Sections 252 and 252A) of Article 16 of the Annotated Code of Maryland (1951 Edition)".

Benjamin Michaelson
Judge.

ROUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

76

Filed 11 Aug., 1954.

LIBER 99 PAGE 438

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS. INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 4, 1954

We hereby certify, that the annexed

Order Nisi - Aud. Acct. - Eq 10258

Sharon Muhlmeister

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 1st day of September, 1954. The first insertion being made the 31st day of July, 1954.

THE CAPITAL-GAZETTE PRESS. INC.

By Josie Pate

Legal Notices

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,258 Equity
MARY E. SMITH, et al
Vs.
SHARON MUHLMEISTER, Infant, et al.

Ordered, this 29th day of July, 1954, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 1st 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 1st day of September next.

JOHN E. HOPKINS, 3rd., Clerk.

True Copy, TEST:.

JOHN H. HOPKINS, 3rd., Clerk.

8-14

No. E. C. 1630

Filed 26 Jan., 1955

LIBER 99 PAGE 439

MELVIN STELLJIES and
DOROTHY STELLJIES, his wife,
FRANKLIN STELLJIES and
ROSELL STELLJIES, his wife,
HELEN E. HANEKE and
MAXMILLIAM HANEKE, her husband

Complainants

vs.

R. CRESAP DAVIS, Esquire
Townsworth Building
Annapolis, Maryland, Committee for

MARY E. BELL, Incompetent
c/o Clarice E. Smith
Box 775, Arnold, Maryland

Respondent

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 11,424 EQUITY

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Melvin Stelljies and Dorothy Stelljies, his wife, Franklin Stelljies and Rosell Stelljies, his wife, Helen E. Haneke and Maxmilliam Haneke, her husband, by Louis M. Strauss, their Solicitor, respectfully represent:

1. That by deed dated July 18, 1930 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 71, folio 121, a certain parcel of ground consisting of four (4) acres, more or less, was conveyed to Lee F. Bell and Mary E. Bell, his wife, and Ruth M. Stelljies by Andrew J. Stinchcomb and Mary F. Stinchcomb, his wife, a certified copy of said deed filed herewith as Complainant's Exhibit No. 1 and prayed to be taken as a part hereof.

2. That the said Ruth M. Stelljies departed this life on or about May 10, 1953, intestate, leaving surviving her as her only heirs at law, Franklin Stelljies, son, Melvin Stelljies, son and Helen S. Haneke, daughter, and whose respective spouses join herein.

3. That the said Lee F. Bell departed this life and the said Mary E. Bell was declared an Incompetent by this Honorable Court by its decree dated July 7, 1953, and R. Cresap Davis, Esquire, was appointed Committee of said Mary E. Bell, a certified copy of said Decree and Appointment filed herewith as Complainant's Exhibit No. 2 and prayed to be taken as a part hereof.

4. That your Complainants are tenants in common with the Respondent herein of undivided interests in said property and because of the nature of the property and improvements thereon, it is not susceptible of partition in kind between the parties hereto without loss or injuries to their respective interests therein.

Filed 15 July, 1953.

5. That it will be for the best interest and advantage of all parties that said real estate be sold and the proceeds thereof divided among them according to their respective interests.

6. That there has been no administration of the estate of Ruth M. Stelljies and that no notice to creditors had been published.

WHEREFORE YOUR COMPLAINANTS PRAY:

(a) That this Honorable Court pass a decree for the sale of the property herein mentioned, and that the monies arising from such sale be divided among the parties according to their respective interest and rights.

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

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

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

AND AS IN DUTY BOUND, etc.

Melvin Stelljies
Melvin Stelljies

Dorothy Stelljies
Dorothy Stelljies

Franklin Stelljies
Franklin Stelljies

Resell Stelljies
Resell Stelljies

Louis M. Strauss
Solicitor for Complainants
Townsworth Building
Annapolis, Md

Helen E. Haneke
Helen E. Haneke

Maxmilliam P. Haneke
Maxmilliam Haneke

2

THIS DEED, Made this 18th day of July, in the year Nineteen Hundred and Thirty, (1930), by and between Andrew J. Stinchcomb and Mary F. Stinchcomb, his wife, parties of the first part and Lee F. Bell and Mary E. Bell, his wife, and Ruth M. Stelljies, parties of the second part, all of Anne Arundel County, State of Maryland, Witnesseth:

THAT for and in consideration of the sum of Five Dollars ($5.00) and other good and valuable considerations, paid by the parties of the second part to the said parties of the first part, the receipt whereof is hereby acknowledged and in further consideration of the assumption by the parties of the second part, of a mortgage debt of Thirty-five Hundred Dollars ($3500.00) covering the hereinafter described property to the (State Capital Bank of) the Eastern Shore Trust Company, dated June 4, 1925, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 110, folio 165, the said parties of the first part have bargained and sold and by these presents do grant and convey unto the said parties of the second part, their heirs and assigns, all that tract of land situate on the Northwest side of Boucher Street, near the village of Eastport, in the Second Election District of Anne Arundel County, Maryland, and described as follows:

BEGINNING for the same at a point on the shore of Spa Creek, said point being on the Southwest side of a road leading to Boucher Street and running from thence and with the South West side of said Road, Southeasterly 922 feet to said Boucher Street; thence with the line of said street, Southwesterly 170 feet to the end of the first line of the conveyance from Joseph E. Chaney and wife to Andrew J. Stinchcomb, and wife, dated March 30, 1925, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 105, folio 83; thence running with the second line of said conveyance, Northwesterly 300 feet; thence with the third line of said conveyance Southwesterly 20 feet; thence leaving said conveyance and running Northwesterly 520 feet more or less to the waters of Spa Creek; thence with the waters of said Creek to the place of

COMPLAINANTS' EXHIBIT No. 1

Examiner's Exhibit No. 1
Stelljies, et ux, et al. vs. Davis, etc.
No. 11,424 Equity
filed 8-30-55 Cwc

Re-filed 27 Sept, 1955. Filed 15 July, 1955. Re-filed 12 July, 1956.

beginning; containing four (4) acres of land, more or less. And being the identical property which was conveyed to the parties of the first part hereof by Florence L. Chaney, widow, by deed dated June 4th, 1925, and recorded among the Land Records as aforesaid, in Liber W.N.W. No. 110, folio 163.

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

TO HAVE AND TO HOLD the above described property unto and to the proper use and benefit of the said parties of the second part, their heirs and assigns, forever in fee simple, as tenants in common.

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

WITNESS the hands and seals of the said parties of the first part.

WITNESS:

V. M. Perlitz

Andrew J. Stinchcomb (Seal)

Mary F. Stinchcomb (Seal)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I Hereby Certify, that on this 18th day of July, in the year 1930, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Andrew J. Stinchcomb, and Mary F. Stinchcomb, his wife, and each acknowledged the foregoing instrument of writing to be their respective act and Deed.

WITNESS my hand and Notarial Seal.

Victoria M. Perlitz

Notary Public

(Notarial Seal)

Recorded July 18, 1930 at 2 P. M.

4

LIBER 99 PAGE 443

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing Deed is truly taken and copied from Liber F.S.R. No. 76, folio 121, 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 5th day of July, 1955.

George T. Cromwell

George T. Cromwell, Clerk

LIBER 99 PAGE 444

IN THE

In The Matter of : CIRCUIT COURT

MARY ESTHER BELL, : FOR

Incompetent : ANNE ARUNDEL COUNTY

: No. 10,754 Equity

- - - - - - - - - - - -

D E C R E E

- - - - - - - - - - - -

The above entitled matter having been submitted, the Petition and Affidavits having been read and considered by the Court, and it appearing that summons has been served in accordance with the Court's Order of June 22, 1953;

It is thereupon, this 7th day of July, 1953, ADJUDGED, ORDERED AND DECREED that the said Mary Esther Bell is not competent to manage her person and estate; and it is further ORDERED that R. Cresap Davis, Esquire, be and he is hereby appointed Committee of the Person and Estate of the said Mary Esther Bell with full power and authority to take charge of and manage the property of the said Mary Esther Bell and to assume control of the person of the said Mary Esther Bell, under the direction of this Court; but before the said R. Cresap Davis, Esquire, shall proceed to act as such Committee, he shall give bond to the State of Maryland in the penal sum of Six Thousand Dollars ($6,000.00) with surety to be approved by this Court or the Clerk thereof, for the faithful discharge of his duties as such Committee.

/s/ Benjamin Michaelson
Judge

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I hereby certify that the foregoing is a true copy of the Decree filed in the above entitled case No. 10,754 Equity.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 7 day of July, A.D. 1953.

George T. Cromwell, Clerk.

$6,000.00 Bond filed and approved on July 7, 1953.

George T. Cromwell, Clerk.

Filed 15 July, 1955.

Complainants' Exhibit No. 2

Examiner's Exhibit No. 2
Stillyer, et ux, et al. v. Davis, etc.
No. 11,424 Equity
filed 8-30-55 Cvc.

LIBER 99 PAGE 445

LOUIS M. STRAUSS
Solicitor
Townsworth Building
Annapolis, Maryland

MELVIN STELLJIES and DOROTHY STELLJIES, his wife	:	
FRANKLIN STELLJIES and ROSELL STELLJIES, his wife	:	IN THE
HELEN E. HANEKE and MAXMILLIAN HANEKE, her husband	:	CIRCUIT COURT
vs.	:	FOR
R. CRESAP DAVIS, Esquire Townsworth Building Annapolis, Maryland, Committee for	:	ANNE ARUNDEL COUNTY
MARY E. BELL, Incompetent c/o Clarice E. Smith Box 775, Arnold, Maryland	:	NO. 11,424 EQUITY

NOTICE TO CREDITORS OF RUTH M. STELLJIES

Pursuant to an Order of the Circuit Court for Anne Arundel County dated July 19th, 1955, notice is hereby given to all persons having claims against the Estate of Ruth M. Stelljies, deceased, to exhibit and file the same properly authenticated with the Clerk of the Circuit Court for Anne Arundel County before the 27th day of October, 1955, otherwise they may be by law excluded from all benefits of the said deceased's estate.

Louis M. Strauss

Louis M. Strauss
Townsworth Building
Annapolis, Maryland

6

Filed 19 July, 1955.

MELVIN STELLJIES and DOROTHY STELLJIES, his wife, FRANKLIN STELLJIES and RESELL STELLJIES, his wife, HELEN E. HANEKE and MAXMILLIAN HANEKE, her husband	:	IN THE CIRCUIT COURT
vs.	:	FOR
R. CRESAP DAVIS, Esquire Townsworth Building Annapolis, Maryland, Committee for	:	ANNE ARUNDEL COUNTY
MARY E. BELL, Incompetent c/o Clarice E. Smith Box 775, Arnold, Maryland	:	No. 11,424 Equity

ANSWER TO BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of R. Cresap Davis, Committee for Mary E. Bell, Incompetent, by Morris Turk, his Solicitor, to the Bill of Complaint exhibited against him, respectfully shows:

1. That the said Mary E. Bell was declared an Incompetent by this Honorable Court by its decree dated July 7, 1953, in a cause entitled "Ex Parte, In the Matter of Mary Esther Bell, an Incompetent", being No. 10,754 Equity, which decree is still in effect.

2. That the said Mary E. Bell being an Incompetent cannot therefor answer or deny any of the matters and things in said Bill alleged, and by her Committee, submits her rights thereunder to the protection of this Honorable Court.

AND AS IN DUTY BOUND, etc.

Morris Turk
Townsworth Building
Annapolis, Maryland
Solicitor for Committee

R. Cresap Davis
Committee for Mary Esther Bell

I hereby certify that I have received a copy of the aforegoing Answer this 8th day of August, 1955.

Louis M. Strauss
Solicitor for Complainants

Filed 8 Aug., 1955

LIBER 99 PAGE 447

MELVIN STELLJIES, ET AL.	:	IN
	:	THE CIRCUIT COURT
VS.	:	FOR
	:	ANNE ARUNDEL COUNTY
R. CRESAP DAVIS, COMMITTEE FOR MARY E. BELL, incompetent.	:	Eq. No. 11, 424

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

TESTIMONY ON BEHALF OF THE PLAINTIFFS

August 30, 1955

Present:

Mr. Louis M. Strauss, Solicitor for Plaintiffs.

Mr. Morris Turk, Solicitor for Defendant.

Mr. R. Cresap Davis, Committee for Mary E. Bell, incompetent.

Mr. Chipman W. Cunningham, Examiner.

Mrs. Katharine H. McCutchan, Court Stenographer.

Witnesses:

Melvin Stelljies, pages 2, 3, 4.

Clarence A. Remaley, pages 4, 5.

T. Carroll Worthington, pages 6, 7.

Refiled July 12, 1956
as Examiner's Exhibit No 2
as per Order of Court dated June 25, 1956
John S. Rowe Jr. Examiner

8 Filed 27 Sept., 1955. Re-filed 12 July, 1956.

Mr. Strauss: I would like to reoffer into evidence, a deed, dated July 18, 1930 from Andrew J. Stinchcomb and wife to Lee F. Bell and Mary E. Bell, his wife, and Ruth M. Stelljies,recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 76, folio 121, which has been filed in this case as Complainants' Exhibit No. 1. (COPY OF ABOVE DEED, ATTACHED TO BILL OF COMPLAINT, MARKED EXAMINER'S EX. 1)

Melvin Stelljies, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Strauss)

1. State your name and address.

A. Melvin Stelljies, Deale, Maryland.

2. I show you a deed which has been marked Examiner's Ex. 1 in this case and ask you if you are familiar with the property contained in that deed?

A. I am.

3. Who is Ruth M. Stelljies?

A. My mother.

4. Who is Mary Ester Bell?

A. Her sister.

5. Who is Lee F. Bell?

A. Her husband.

6. Is your mother, Ruth M. Stelljies, living or dead?

A. She is dead.

7. When did she die?

A. May 10, 1953.

8. Did she die leaving a Will or without leaving a Will?

A. Without leaving a Will.

9. Who were your mother's survivors?

A. My brother, Franklin Stelljies, who married Rosell Stelljies, my sister, Helen E. Haneke, who married Maxmillian Haneke, and myself, Melvin Stelljies, who married Dorothy Stelljies.

10. Are all of you over the age of 21 years?

A. Yes.

11. When did Lee F. Bell die?

A. In 1948.

12. He left surviving him his widow, Mary Ester Bell, who is now an incompetent?

A. Yes.

13. Who represents her interest in this matter as Committee?

A. Mr. R. Cresap Davis.

14. What does the property consist of that is the subject matter of these proceedings?

A. Four acres of land with an eight room house with a closed-in porch that makes two rooms, a two-car garage, work shop, chicken house and a barn.

15. Where is the property located?

A. Mitchell Street in Eastport on Spa Creek.

16. Is the property susceptible of division in kind without loss or injury to the parties in interest?

A. No, it cannot be divided.

17. Is it now occupied or used?

A. No.

18. Has it produced any income for the heirs?

A. Nothing at all.

19. Is it your opinion that the property should be sold and the money divided among the heirs as their interests may appear?

A. Yes.

20. Was the property bought when Mr. Bell was living?

A. Yes it was but it was understood that one-half of the property should be Mary Ester Bell's and one-half should belong to Ruth M. Stelljes.

21. How do you know that?

A. It has been a known fact.

22. Has there been any administration on your mother's estate?

A. No.

(Mr. Cunningham)

To the General Question under the rule, the witness answers: "We have always been raised as one family; the children were raised that way."

Melvin Stelljes
Melvin Stelljes

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

(Mr. Strauss)

1. State your name and occupation.

A. Clarence A. Remaley, real estate broker, Annapolis, Md.

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

A. Approximately ten years.

3. Are you familiar with property values in this County?

A. I am.

4. Have you made appraisals of property in Anne Arundel County for the Court?

A. Several times.

5. Have you had occasion to examine the property which is the subject matter of these proceedings?

A. I have.

6. Will you describe the property?

A. The property consists of four acres of ground, more or less, and improvements, on Spa Creek in Eastport, fronting 170 feet on Boucher Street extemding back 900 feet to Mitchell Street, improved by a frame house situated on the westerly portion of the property facing Spa Creek, four rooms and closed-in porch on the first floor and four rooms on the second floor; the house is rundown and the exterior is in poor condition; on the west side of the house is a garage, work shop and chicken house in poor condition. There is a tobacco barn with stable attached in fair condition. There is no evidence of city water or sewerage.

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

A. $12,000.00.

8. In your opinion, could the property be divided in kind without loss or injury to the parties in interest?

A. No. It cannot be divided. The property is too small and you cannot divide the house. The property cannot be farmed. The layout of the property is long and narrow. The most valuable part of the property is the waterfront.

9. In your opinion, what is the best thing to do with the property?

A. It should be sold and the money divided.

(Mr. Cunningham)

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

Clarence A. Remaley

12

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

(Mr. Strauss)

1. State your name, address and occupation?

A. T. Carroll Worthington, Towns-Worth Bldg., Annapolis, Md., realtor.

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

A. Since 1923.

3. Are you a qualified appraiser in this Court?

A. I am.

4. Are you familiar with property values in Anne Arundel County?

A. I am.

5. Did you have occasion to examine the property which is the subject matter of these proceedings?

A. I did.

6. When did you examine it?

A. Yesterday.

7. Will you tell the Court what the property consists of?

A. There is four acres of land 170 feet on Boucher Street heading back to Spa Creek to the head of a cove; the lot has about 200 feet of good waterfront, improved by an eight-room frame house in poor condition, hot air oil heat for the first floor, no heat on the second floor, a partial basement with well and tank in basement, a two-car open garage, chicken house and tobacco barn. The tobacco barn is in fair condition, the other buildings all in poor shape. There is good waterfront on the home side; there is a 30 foot bank.

8. What is the fair market value of this property in your opinion?

A. In my opinion, $12,000.00.

9. Can this property be divided in kind without loss or injury to the parties in interest?

A. No, I know of no way it can be divided.

10. Is the property being used?

A. No it is vacant.

11. What do you think is the best thing to do with the property?

A. It shoudl be sold and the money divided among the parties as their interests may appear.

12. Why do you think the property is not susceptible of division in kind?

A. There is only one house on a long, narrow strip of land and it just could not be divided.

(Mr. Cunningham)

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

T. Carroll Worthington

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

Witness my hand and seal this 27th day of September, 1955.

Chipman W. Cunningham (SEAL)

Chipman W. Cunningham, Examiner

C.W.C. $10.00

K.H.McC. $8.00

Pd 9/6 55 K

15'

LIBER 99 PAGE 454

MELVIN STELLJIES and DOROTHY STELLJIES, his wife, et al	:	
vs.	:	IN THE CIRCUIT COURT FOR
R. CRESAP DAVIS, Esquire Townsworth Building Annapolis, Maryland, Committee, etc.	:	ANNE ARUNDEL COUNTY No. 11,424 Equity

DECREE FOR THE SALE OF REAL ESTATE

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

IT IS THEREUPON, this 5th day of October, 1955, by the Circuit Court for Anne Arundel County in Equity, Adjudged, Ordered and Decreed that the real estate mentioned in the proceedings be sold for the purpose of partition among the parties; that Louis M. Strauss and Morris Turk, be and they are hereby appointed Trustees to make said sale and that the cause and manner of their proceedings shall be be as follows:

They shall first file with the Clerk of this Court a bond to the State of Maryland executed by themselves and a surety or sureties to be approved by this Court in the penalty of $15,000.00, conditioned upon the faithful performance of the trust reposed in them by this decree or to be reposed in them by any future decree or order in the premises. They shall then proceed to make the said sale, having given at least three weeks notice by advertisement, inserted in such daily newspaper published in Anne Arundel County and such other notice as they may think proper of the time, place, manner and terms of sale, which terms shall be as follows: A deposit of 10% to be paid in cash on the day of sale, deferred payments to bear interest at 6% per annum from the day of sale; or at private sale, at a sum not less than its highest appraised value, and as soon as may be convenient, after any such sale or sales, the said Trustees shall return to this Court a full and particular account of the same, with an annexed affidavit of the truth thereof, and of the fairness of said sale; and on the ratification of such sale by the Court and on the payment of the whole purchase money, and not before, the said Trustees shall, by a good and sufficient deed to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers of said property, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, complainants and respondents, and those

Filed: 8 Oct. 1955

16

claiming by, from or under them or any of them, And the said Trustees shall bring into this Court the money arising from said sale to be distributed under the direction of this Court, after deducting the costs of this suit and such commissions to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

Benjamin Nicholas
Judge

17

No. 11,424 Equity

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICES: NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, Louis M. Strauss and Morris Turk, of Anne Arundel County, State of Maryland, as Principals, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Fifteen Thousand Dollars ($15,000.00) current money, to be paid to the said State or its certain attorneys, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this 14th day of October, 1955.

WHEREAS, by Decree of the Circuit Court for Anne Arundel County in a cause entitled "In the Matter of the Mortgaged Real Estate of Melvin Stelljies, et al" No. 11,424 Equity, dated October 8, 1955, Louis M. Strauss and Morris Turk were appointed Trustees to make sale of the property described in said proceedings.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the said Trustees shall faithfully perform and execute the trust reposed in them, or to be reposed in them by any future order in the premises, then the obligation set forth above shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

WITNESS:

Louis M. Strauss (SEAL)

Margaret B. Hendrix

Margaret B. Hendrix, as to all

Morris Turk (SEAL)

PRINCIPALS

GLOBE INDEMNITY COMPANY, a body corporate

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

Bond approved this 14 Oct. 1955
George J. Cromwell, Clerk

Filed: 14 Oct. 1955

ROBERT H. CAMPBELL - LIBER -99- PAGE 457 - - - - Auctioneer

LOUIS M. STRAUSS
MORRIS TURK
Solicitors
Capital City Building
South Street
Annapolis, Maryland

TRUSTEES' SALE

OF VALUABLE

WATERFRONT RESIDENTIAL PROPERTY

LOCATED ON SPA CREEK, BOUCHER'S POINT, ANNAPOLIS, MARYLAND

By virtue of a decree of the Circuit Court for Anne Arundel County, Maryland, In Equity, passed in proceedings designated as Equity No. 11,424, the undersigned Trustees, will sell at public auction, at the Court House Door, Church Circle, Annapolis, Maryland, on

TUESDAY, NOVEMBER 8, 1955

AT 11:00 O'CLOCK A.M.

All that tract of land situate on the Northwest side of Boucher Street, near the village of Eastport, in the Sixth Election District, (formerly Second District), Anne Arundel County, Maryland and described as follows:

Beginning for the same at a point on the shore of Spa Creek, said point being on the southwest side of a road leading to Boucher Street and running from thence and with the southwest side of said road, Southeasterly 922 feet to said Boucher Street; thence with the line of said street, Southwesterly 170 feet to the end of the first line of the conveyance from Joseph E. Chaney and wife to Andrew J. Stinchcomb and wife, dated March 30, 1925, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 105, folio 83; thence running with the second line of said conveyance, Northwesterly 300 feet; thence with the third line of said conveyance, Southwesterly 20 feet; thence leaving said conveyance and running Northwesterly 520 feet, more or less, to the waters of said creek to the place of beginning. Containing four (4) acres, more or less.

BEING the same property conveyed to Lee F. Bell and Mary E. Bell, his wife, and Ruth M. Stelljies from Andrew J. Stinchcomb and wife by deed dated July 18, 1930 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 71, folio 121; the said Ruth M. Stelljies departed this life on or about May 10, 1953, intestate, leaving surviving her as her only heirs at law, Franklin Stelljies, a son, Melvin Stelljies, son, and Helen S. Haneke, daughter. And the said Lee F. Bell departed this life.

This property is improved by an eight (8) room frame dwelling, containing hot air heat and basement. There is also a well, septic tank, a two-car garage, tobacco barn, chicken house and a pier leading into the creek. This property is suitable for residential development.

TERMS OF SALE: A deposit of 10% will be required on the day of sale, deferred payments to bear interest at the rate of six (6) per cent per annum from day of sale to date of settlement. Taxes and other public charges, if any, to be adjusted to date of sale.

LOUIS M. STRAUSS
MORRIS TURK
Trustees

Filed: 9 Nov. 1955

LIBER 99 PAGE 458

MELVIN STELLJIES and DORCTHY STELLJIES, his wife, etal	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
R. CRESAP DAVIS, Esquire Townsworth Building Annapolis, Maryland, Committee, etc.	:	No. 11,424 Equity
	:	
	:	

CERTIFICATE OF AUCTIONEER

I HEREBY CERTIFY that I have this 8th day of November, 1955, sold the within described property to Edgar J. Petrini & Carmella M. Petrini, his wife at and for the sum of Twelve Thousand Dollars ($12,000.00), being at that figure the highest bidder therefor; and I do hereby further certify that the said sale was fairly made.

Robert H. Campbell
Robert H. Campbell Auctioneer

CERTIFICATE OF PURCHASER

I HEREBY CERTIFY that ~~I~~ (We) have this 8th day of November, 1955, purchased the within described property from Louis M. Strauss and Morris Turk, Trustees, at and for the price of Twelve Thousand Dollars ($12,000.00) and ~~I~~ (We) hereby agree to comply with the terms of said sale as set forth on the reverse side hereof.

Witness:

Edgar J Petrini (SEAL)

Carmella M Petrini (SEAL)

Purchaser

Filed: 9 Nov. 1955

LIBER 99 PAGE 459

MELVIN STELLJIES and DOROTHY STELLJIES, his wife, etal	:	
vs.	:	IN THE CIRCUIT COURT
	:	FOR
R. CRESAP DAVIS, Esquire Townsworth Building Annapolis, Maryland, Committee, etc.	:	ANNE ARUNDEL COUNTY
	:	NO. 11,424 Equity
	:	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Louis M. Strauss and Morris Turk, Trustees, under a decree passed in these proceedings, dated the 8th day of October, 1955, to make sale of certain real estate therein mentioned, respectfully shows:

That after giving Bond with security for the faithful performance of their trust, and after having complied with all other pre-requisites as required by law and the said decree, and giving notice of the time, place, manner and terms of sale by advertisement inserted in the Evening Capital and Maryland Gazette, newspapers published in Anne Arundel County, Maryland, for at least three weeks before the day of sale, they did pursuant to said notice, attend at the Court House Door at Annapolis, Maryland, on the 8th day of November, 1955 at 11:00 o'clock A.M. then and there proceed to sell and did sell, said property mentioned in these proceedings at public sale to the highest bidder, said property being described as follows:

All that tract of land situate on the Northwest side of Boucher Street near the village of Eastport in the Sixth Election District (formerly Second District), Anne Arundel County, Maryland containing 4 acres, more or less, improved by an eight (8) room frame dwelling, two-car garage, tobacco barn, chicken house and pier leading into Spa Creek, and being the property as contained in a deed dated July 18, 1930 from Andrew J. Stinchcomb and wife to Lee F. Bell and Mary E. Bell, his wife, and Ruth M. Stelljies and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 71, folio 121.

And, your said Trustees sold the above described property to Edgar J. Petrini and Carmella M. Petrini, his wife, for the sum of Twelve Thousand Dollars ($12,000.00), they being the highest bidder therefor.

Respectfully submitted,

Louis M. Strauss

Morris Turk

Morris Turk
Trustees

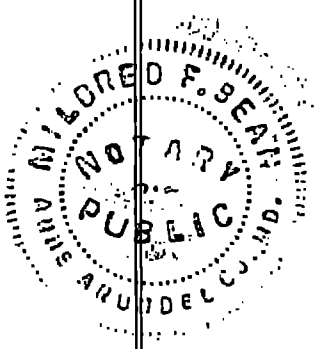
21

Filed: 9 Nov. 1955

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 9th day of November, 1955, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Louis M. Strauss and Morris Turk, Trustees named in the above report of sale, and made oath in due form of law that the matters and things stated in the aforegoing report are true to the best of their knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and Notarial Seal.



Mildred F. Bean
Notary Public

22

LIBER 99 PAGE 461

ORDER NISI

Melvin Stelljies and
Dorothy Stelljies, his wife, et al

versus

R. Cresap Davis, Committee for
Mary E. Bell, Incompetent

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,424 Equity

Ordered, this 9th day of November, 1955, That the sale of the ~~real estate in these proceedings~~ mentioned made and reported by Louis M. Strauss and Morris Turk Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 13th day of 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 13th day of December next.

The report states that the amount of sale ~~xxxxx~~ was $12,000.00.

George J. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Melvin Stelljies and
Dorothy Stelljies, his wife, et al

versus

R. Cresap Davis, Committee for
Mary E. Bell, Incompetent

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

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

23

LIBER 99 PAGE 462

MELVIN STELLJIES and DOROTHY STELLJIES, his wife, et al	:	IN THE CIRCUIT COURT
vs.	:	FOR
R. CRESAP DAVIS, Esquire Townsworth Building Annapolis, Maryland Committee, etc.	:	ANNE ARUNDEL COUNTY No. 11,424 Equity

CERTIFICATE OF PUBLICATION OF NOTICE TO CREDITORS

OF RUTH M. STELLJIES

LOUIS M. STRAUSS
Solicitor
Towns-Worth Building,
Annapolis, Maryland

MELVIN STELLJIES And DOROTHY STELLJIES, His Wife

FRANKLIN STELLJIES And ROSELL STELLJIES, His Wife.
HELEN E. HANEKE And MAXMILLIAM HANEKE, Her Husband.
Vs.

R. CRESAP DAVIS, Esquire, Towns-Worth Building, Annapolis, Maryland, Committee For

MARY E. BELL, Incompetent, c/o CLARICE E. SMITH, Box 175, Arnold, Maryland.

NOTICE TO CREDITORS
OF RUTH M. STELLJIES

Pursuant to an Order of the Circuit Court for Anne Arundel County dated July 19th, 1955, notice is hereby given to all persons having claims against the Estate of Ruth M. Stelljies, deceased, to exhibit and file the same properly authenticated with the Clerk of the Circuit Court for Anne Arundel County before the 27th day of October, 1955, otherwise they may be by law excluded from all benefits of the said deceased's estate.

LOUIS M. STRAUSS,
Towns-Worth Building,
Annapolis, Maryland. a-11

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 14, 1955

We hereby certify, that the annexed

Notice to Creditors

Ruth M. Stelljies

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 27th day of October, 1955. The first insertion being made the 21st day of July, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. E. C. 7496

Filed: 10 Nov. 1955

24

LIBER 99 PAGE 463

MELVIN STELLJIES, et al.	:	NO. 11,424 EQUITY
VS.	:	IN THE CIRCUIT COURT FOR
R. CRESAP DAVIS, etc., et al.	:	ANNE ARUNDEL COUNTY

:::::::

EXCEPTIONS TO RATIFICATION OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Edgar J. Petrini and Carmella M. Petrini, his wife, purchasers, except to the ratification of the sale of the real estate mentioned in these proceedings for the reasons hereinafter assigned:

FIRST: That on November 8, 1955, they purchased from Louis M. Strauss and Morris Turk, Trustees, the property mentioned in these proceedings for the sum of $12,000.00 and paid said trustees a deposit of $1,200.00 upon said purchase price.

SECOND: That they thereupon caused an examination of the title to said property to be made, and the following matters have been reported to them:

A. That by deed dated July 18, 1930, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 76, folio 121, Andrew J. Stinchcomb and wife conveyed to Lee F. Bell and Mary E. Bell, his wife, and Ruth M. Stelljies, the property which is the subject of these proceedings. The granting clause of said deed conveyed said property unto "the parties of the second part, their heirs and assigns"; but the habendum clause conveyed to "the said parties of the second part, their heirs and assigns, forever in fee simple, as tenants in common," thereby vesting a one-third interest in each of said parties.

B. That the said Lee F. Bell departed this life intestate, leaving surviving him his widow, Mary E. Bell, one of the respondents herein, and two children, Clarice E. Smith and William

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

25

Filed: DEC 13 1955

J. Bell, who have not been joined in said proceedings.

C. That no administration has been had on the estate of the said Lee F. Bell.

D. That no inheritance tax has been paid on the interest of Lee F. Bell in said real estate.

E. That no inheritance tax has been paid on the interest of Ruth M. Stelljies in said real estate.

F. That on March 12, 1954, in proceedings known as No. 5964 Law in this Court, Franklin Stelljies, et al., obtained a judgment against William J. Beall (also known as Bell), et al., in the amount of $322.56, which has been filed as a lien against the interest on the said William J. Beall (Bell) in these proceedings.

THIRD: That these exceptants feel that in view of the foregoing defects, the trustees are not in a position to convey to them a good and marketable title to said real estate.

WHEREFORE, these exceptants pray:

A. THAT the report of sale of the trustees not be ratified or confirmed.

B. THAT the report of sale be dismissed.

C. THAT an order be passed directing the trustees to return the deposit of $1,200.00 to these exceptants.

D. THAT these exceptants may have such other and further relief as they may require.

AND AS IN DUTY BOUND, ETC.

Edgar J. Petrini

Edgar J. Petrini

Carmella M. Petrini

Carmella M. Petrini
Exceptants

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

16

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

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 13th day of December, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared EDGAR J. PETRINI and CARMELLA M. PETRINI, his wife, the within exceptants, and made oath in due form of law that the matters and facts set forth in the foregoing exceptions to the ratification of the sale are true to the best of their knowledge and belief.

AS WITNESS my hand and Notarial seal.

Grace R. Hartge, Notary Public

I hereby certify that on this 13th day of December, 1955, I mailed a copy of the foregoing exceptions to Louis M. Strauss and Morris Turk, Trustees, Towns-Worth Building, Annapolis, Maryland.

Solicitor for Exceptants

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

27

MELVIN STELLJIES, et al	:	IN THE CIRCUIT COURT FOR
	:	ANNE ARUNDEL COUNTY
vs.	:	No. 11,424 Equity
R. CRESAP DAVIS, etc., et al	:	

ANSWER TO EXCEPTIONS TO RATIFICATION OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Louis M. Strauss and Morris Turk, Trustees in these proceedings, in answer to the exceptions to the ratification of the sale of the real estate mentioned therein, respectfully say:

1. That they admit the facts as set forth in Paragraph One of the exceptions filed.

2. That they have no knowledge of the facts as set forth in Paragraph Two of the exceptions in so far as the title search is concerned, but say further that in the deed referred to therein, to wit, deed dated July 18, 1930 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 76, folio 121 from Andrew Stinchcomb and wife to Lee F. Bell and Mary E. Bell, his wife, and Ruth M. Stelljies, the Granting clause therein conveyed said property unto the "parties of the second part, their heirs and assigns" and the habendum clause stated "to the parties of the second part, their heirs and assigns forever in fee simple, as tenants in common".

3. That it was intended by said deed to convey a one half undivided interest to Ruth M. Stelljies, who was a widow at that time, and the other one half undivided interest to her sister, Mary F. Bell and Lee F. Bell, her husband,, as set forth and intended by the granting clause.

4. That the said Lee F. Bell departed this life intestate, thereby vesting the one half undivided interest in Mary F. Bell, as surviving spouse, and further that no administration was or is necessary on the estate of Lee F. Bell.

5. That the only inheritance tax due in said real estate is on the one-half interest of Ruth M. Stelljies, deceased, which will be accounted for by the auditor's account to be stated in these proceedings.

6. That your trustees are ready and willing to convey a marketable title to the purchasers in said real estate.

28

Filed: 4 Jan 1956

TO THE END, THEREFORE, YOUR TRUSTEES PRAY,

1. That the Report of Sale filed by your Trustees be ratified and confirmed.

2. That the exceptions to the ratification of sale be dismissed.

3. That an Order be passed directing the purchasers to accept the property and pay the balance of the purchase price together with interest from date of sale.

4. Such other and further relief as the Trustees may require.

AND AS IN DUTY BOUND, etc.

Louis M. Strauss Trustee

Morris Turk Trustee

We hereby certify that on this 4th day of January, 1956, we mailed a copy of the foregoing Answer to the exceptions to Albert J. Goodman, Esquire, 156 South Street, Annapolis, Maryland

Louis M. Strauss Trustee

Morris Turk Trustee

29

Melvin Stelljies,	)(	No. 11,424	Equity
et al	)(	In the Circuit Court	
vs.	)(	for	
R. Cresap Davis,	)(	Anne Arundel County	
et al	)(		

ORDER SUSTAINING EXCEPTIONS

The exceptions to the ratification of the sale in the above entitled case coming on for a hearing and being submitted counsel for the parties were heard and the proceedings read and considered.

It is thereupon, this twenty-third day of February, 1956, by the Circuit Court for Anne Arundel County, sitting in Equity, adjudged and ordered that said exceptions be, and the same are hereby, sustained.

JUDGE

Filed FEB 23 1956

30

MELVIN STELLJIES and DOROTHY STELLJIES, his wife FRANKLIN STELLJIES and RESELL STELLJIES, his wife, HELEN E. HANEKE and MAXMILLIAM HANEKE, her husband	:	IN THE CIRCUIT COURT
vs.	:	FOR
R. CRESAP DAVIS, Esquire Townsworth Building Annapolis, Maryland, Committee for	:	ANNE ARUNDEL COUNTY
MARY E. BELL, Incompetent c/o Clarice E. Smith Box 775, Arnold, Maryland	:	NO. 11,424 Equity

PETITION FOR LEAVE TO FILE AMENDED BILL OF COMPLAINT

AND ORDER OF COURT THEREON

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Melvin Stelljies and Dorothy Stelljies, his wife, Franklin Stelljies and Rosell Stelljies, his wife, Helen E. Haneke and Maxmilliam Haneke, her husband, by Louis M. Strauss, their Solicitor, respectfully represent:

1. That on the 15th day of July, 1955, a Bill of Complaint was filed in these proceedings by your Petitioners for the partition sale of property therein described.

2. That an answer to said Bill of Complaint was filed by the Defendant therein named.

3. That thereafter testimony was taken and filed and a decree dated the 8th day of October, 1955 filed by this Honorable Court ordering the sale of said property and Trustees therein appointed, who duly qualified.

4. That after due notice and advertisement, in compliance with said decree, sale was made at public auction on the 8th day of November 1955 by said Trustees as aforementioned of the property hereinabove set out to Edgar J. Petrini and Carmella M. Petrini, his wife.

5. That a Report of Sale was filed and an Order Nisi passed thereon.

6. That exceptions to the ratification of said sale was filed by the purchasers of said property setting forth that certain heirs were omitted from these proceedings, whereupon a hearing was held before this Honorable Court and on the 23rd day of February, 1956, the said exceptions were sustained.

Filed MAR 2 1956

7. That now it becomes necessary for your Petitoners to amend said Bill of Complaint and join the said omitted heirs, namely, Clarice E. Smith and William J. Bell, children of Lee F. Bell, deceased.

TO THE END, THEREFORE,

YOUR PETITIONERS Pray this Honorable Court that leave be allowed to file an amended Bill of Complaint in these proceedings to set forth the facts as aforesaid and to join the proper parties as hereinabove set forth.

Respectfully submitted,

Louis M Strauss

Louis M. Strauss
Solicitor for Petitioners

ORDER OF COURT

Upon the aforegoing Petition, it is ORDERED this 2d day of March, 1956, by the Circuit Court for Anne Arundel County, sitting in Equity, that leave be, and it is hereby, granted to the said Melvin Stelljies and Dorothy Stelljies, his wife, Franklin Stelljies and Resell Stelljies, his wife, Helen E. Haneke and Maxmilliam Haneke, her husband, Petitioners, to file an amended Bill of Complaint in these proceedings.

Benjamin Michaelson
Judge

Filed MAR 2 1956

MELVIN STELLJIES and
DOROTHY STELLJIES, his wife,
FRANKLIN STELLJIES and
ROSELL STELLJIES, his wife,
HELEN E. HANEKE and
MAXMILLIAM HANEKE, her husband

Complainants

vs.

R. CRESAP DAVIS, Esquire
Townsworth Building
Annapolis, Maryland, Committee for

MARY E. BELL, Incompetent
c/o Clarice E. Smith
Box 581, Route 2
Arnold, Maryland

CLARICE E. SMITH
Box 581, Route 2,
Arnold, Maryland, and

WILLIAM J. BELL
396 South Second Street
Lindenhurst, Long Island,
New York

Respondents

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 11,424 Equity

AMENDED BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Melvin Stelljies and Dorothy Stelljies, his wife, Franklin Stelljies and Rosell Stelljies, his wife, Helen E. Haneke and Maxmilliam Haneke, her husband, by Louis M. Strauss, their Solicitor, respectfully represent:

1. That be deed dated July 18, 1930 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 71, folio 121, a certain parcel of ground consisting of four (4) acres, more or less, was conveyed to Lee F. Bell and Mary E. Bell, his wife, and Ruth M. Stelljies by Andrew J. Stinchcomb and Mary F. Stinchcomb, his wife, a certified copy of said deed having heretofore been filed in these proceedings as Complainants' Exhibit No. 1 and prayed to be taken as a part hereof.

2. That the said Ruth M. Stelljies departed this life on or about May 10, 1953, intestate leaving surviving her as her only heirs at law, Franklin Stelljies, son, Melvin Stelljies, son and Helen S. Haneke, daughter, and whose respective spouses join herein.

3. That the said Lee F. Bell departed this life in the year 1948, intestate, leaving surviving him as his only heirs at law, Mary F. Bell, widow, Clarice E. Smith, daughter and William J. Bell, son, all of whom are adults.

Filed MAR 5 1955

4. That the said Mary E. Bell was declared an Incompetent by this Honorable Court by its decree dated July 7, 1953, and R. Cresap Davis, Esquire, was appointed Committee of said Mary E. Bell, a certified copy of said Decree and Appointment have been filed in these proceedings as Complainants' Exhibit No. 2 and prayed to be taken as a part hereof.

5. That your Complainants are tenants in common with the Respondents herein of undivided interests in said property and because of the nature of the property and improvements thereon, it is not susceptible of partition in kind between the parties hereto without loss or injuries to their respective interests therein.

6. That it will be for the best interest and advantage of all parties that the said real estate be sold and the proceeds thereof divided among them according to their respective interests.

7. That there has been no administration of the estate of Lee F. Bell and that no notice to creditors has been published.

8. That it appears that the Respondent, William J. Bell, is a non-resident of the State of Maryland and therefore, your Complainants pray for process directed to the aforesaid non-resident Respondent, and for an Order of Publication directed to all the Respondent non-resident.

WHEREFORE YOUR COMPLAINANTS PRAY:

(A) That this Honorable Court pass a decree for the sale of the property herein mentioned, and that the monies arising from such sale be divided among the parties according to their respective interest and rights.

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

(C) That your Complainants be allowed to run notice to creditors according to Law and the Rules of Court upon the estate of Lee F. Bell.

(D) That an Order of Publication be passed giving notice to the non-resident Respondent of the object and substance of this Bill of Complaint and warning him to be and appear in this Honorable Court in person or by Solicitor, on or before the 11th day of May, 1956 and answer said Bill of Complaint, and show cause, if any he may have, why a decree or decrees should not be passed as prayed.

34

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

AND AS IN DUTY BOUND, etc.

Louis M. Strauss
Solicitor for Complainants

35

MELVIN STELLJIES, et al, :

vs. :

WILLIAM J. BELL :
396 South Second Street
Lindenhurst, Long Island, :
New York,
et al, :

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,424 Equity

ORDER OF PUBLICATION

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

The Petition states that a deed conveying 4 acres of land from Andrew J. Stinchcomb and wife to Lee F. Bell and Mary E. Bell, his wife, and Ruth M. Stelljies dated July 18, 1930; that Ruth M. Stelljies departed this life on or about May 10, 1953 leaving surviving her Melvin Stelljies, son, Franklin Stelljies, son and Helen E. Haneke, daughter, as her only heirs at law. That Lee F. Bell died intestate in the year 1948 leaving surviving him as his only heirs at law, Mary F. Bell, widow, Clarice E. Smith, Daughter, and William J. Bell, son; that the complainants are tenants in common with the respondents of undivided interests and because of the nature of the property and the improvements thereon, it is not susceptible of partition in kind between the parties hereto, without loss or injuries to their respective interest therein; and that it will be for the best interest and advantage of all parties thereto that said real estate be sold and the proceeds be divided among them according to their respective interest; and that the respondent, William J. Bell, is a non resident of the State of Maryland.

It is thereupon ordered by the Circuit Court for Anne Arundel County, sitting in Equity, this 5th day of March, 1956, that the Complainants, by causing a copy of this order to be inserted in a newspaper published in Anne Arundel County once a week for four successive weeks before the 9th Day of April, 1956, give notice to the non-resident respondent of the object and substance of said Bill of Complaint and warning him to be and appear in this Honorable Court in person or by Solicitor, on or before the 11th day of May, 1956, to show cause, if any he may have, why the decree should not be passed as prayed.

True Copy - Test:

George T. Cromwell, Clerk

George T. Cromwell Clerk

MAR 5 1956

Filed

36

MELVIN STELLJIES, et al	:	IN THE CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
R. CRESAP DAVIS , Esquire, et al	:	No. 11,424 Equity
	:	

ORDER TO PUBLISH NOTICE TO CREDITORS

Upon the aforegoing Bill of Complaint, it is ORDERED this 5th day of March, 1956, by the Circuit Court for Anne Arundel County, sitting in Equity, that Louis M. Strauss, Solicitor for Complainants, give notice to all persons having claim against the Estate of Lee F. Bell, deceased, to file their claim property authenticated with the Clerk of this Court on or before the 8th day of June, 1956, by causing a copy of this order to be published in some weekly newspaper published in Anne Arundel County, once a week for four successive weeks before the 7th day of April, 1956.

Benjamin Michaelson
Judge

MAR 5 1956
Filed

MELVIN STELLJIES, et al	:	IN THE CIRCUIT COURT
vs.	:	FOR
R. CRESAP DAVIS, Esquire, Committee for Mary E. Bell, et al	:	ANNE ARUNDEL COUNTY
	:	No. 11,424 Equity
	:	

ANSWER TO AMENDED BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of R. Cresap Davis, Committee for Mary E. Bell, Incompetent, by Morris Turk, his Solicitor, to the Amended Bill of Complaint exhibited against him, respectfully shows:

1. That the said Mary E. Bell was declared an Incompetent by this Honorable Court by its decree dated July 7, 1953, in a cause entitled, "Ex Parte In the Matter of Mary Esther Bell, an Incompetent", being No. 10,754 Equity, which decree is still in effect.

2. That the said Mary E. Bell being an Incompetent cannot therefor answer or deny any of the matters and things in said Bill alleged, and by her Committee, submits her rights thereunder to the protection of this Honorable Court.

AND AS IN DUTY BOUND, etc.

R. Cresap Davis
Committee for Mary Esther Bell

Morris Turk
124 South Street
Annapolis, Maryland
Solicitor for Committee

I hereby certify that I have received a copy of the aforegoing Answer this 4th day of April, 1956.

Louis M. Strauss
Solicitor for Complainants

FILED
1956 APR -6 AM 11:53

38

LIBER 99 PAGE 477

MELVIN STELLJIES, et al	:	IN THE CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
R. CRESAP DAVIS, Committee, etc. et al	:	No. 11,424 Equity
	:	

CERTIFICATE OF PUBLICATION OF NOTICE TO CREDITORS
OF LEE F. BELL

Legal Notices

LOUIS M. STRAUSS
Solicitor
124 South Street
Annapolis, Maryland

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
NO. 11,424 EQUITY
MELVIN STELLJIES, et al,
vs.
R. CRESAP DAVIS, Esquire,
Committee for Mary E. Bell, et al.

Notice To Creditors
OF LEE F. BELL

Pursuant to an Order of the Circuit Court for Anne Arundel County, sitting in Equity, dated March 5, 1956, notice is hereby given to all persons having claims against the Estate of Lee F. Bell, deceased, to exhibit and file the same properly authenticated with the Clerk of the Circuit Court for Anne Arundel County before the 8th day of June, 1956, otherwise they may be by law excluded from all benefits of the said deceased's estate.

LOUIS M. STRAUSS,
124 South Street,
Annapolis, Maryland. m-28

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 9, 1956

We hereby certify, that the annexed Notice to Creditors Eq. 11,424 Lee F. Bell

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 8th day of June, 1956. The first insertion being made the 7th day of March, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. E.C. 4387

FILED
1956 APR 10 AM 10:49

LIBER 99 PAGE 478

MELVIN STELLJIES, et al : IN THE CIRCUIT COURT FOR

vs. : ANNE ARUNDEL COUNTY

WILLIAM J. BELL, et al : No. 11,424 Equity

:

CERTIFICATE OF PUBLICATION OF ORDER OF PUBLICATION

LOUIS M. STRAUSS
Solicitor
124 South Street
Annapolis, Maryland

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 11,424, Equity

MELVIN STELLJIES, et al.
vs.
WILLIAM J. BELL,
396 South Second Street,
Lindenhurst, Long Island,
New York, et al.

Order Of Publication

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

The Petition states that a deed conveying 4 acres of land from Andrew J. Stinchcomb and wife to Lee F. Bell and Mary E. Bell, his wife, and Ruth M. Stellijes dated July 18, 1930; that Ruth M. Stellijes departed this life on or about May 10, 1953, leaving surviving her Melvin Stellijes, son, Franklin Stollijes, son and Helen E. Haneke, daughter, as her only heirs at law. That Lee F. Bell died intestate in the year 1948 leaving surviving him as his only heirs at law, Mary F. Bell, widow, Clarice E. Smith, daughter, and William J Bell, son; that the complainants are tenants in common with the respondents of undivided interests and because of the nature of the property and the improvements thereon, it is not susceptible of partition in kind between the parties hereto, without loss or injuries to their respective interest therein; and that it will be for the best interest and advantage of all parties thereto that said real estate be sold and the proceeds be divided among them according to their respective interest; and that the respondent, William J. Bell, is a non-resident of the State of Maryland.

It is thereupon ordered by the Circuit Court for Anne Arundel County, sitting in Equity, this 5th day of March, 1956, that the Complainants, by causing a copy of this order to be inserted in a newspaper published in Anne Arundel County once a week for four successive weeks before the 9th Day of April, 1956, give notice to the non-resident respondent of the object and substance of said Bill of Complaint and warning him to be and appear in this Honorable Court in person or by Solicitor, on or before the 11th day of May; 1956, to show cause if any he may have, why the decree should not be passed as prayed.

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

a-7

1956 APR 10 AM 10:49

40

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 9, 1956

We hereby certify, that the annexed

Order of Publication

Eq. 11,424

Melvin Stellijes, et al

vs. William J. Bell

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 9th day of April, 1956. The first insertion being made the 12th day of March, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

H. Tilghmans

LIBER 99 PAGE 479

MELVIN STELLJIES, et al	:	IN THE CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
R. CRESAP DAVIS, Esquire Committee for Mary E. Bell Incompetent	:	No. 11,424 Equity
Clarice E. Smith, et al	:	

ANSWER AND ASSENT TO DECREE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now Comes Clarice E. Smith, Box 581, Route 2, Arnold, Maryland, one of the Defendants in these proceedings, and heir of the late Lee F. Bell and for answer to the Bill of Complaint, says:

That she admits the allegations therein contained and consents to the passage of a Decree by this Honorable Court for the sale of the property therein mentioned and submits her rights and interest to the jurisdiction of this Court.

AND AS IN DUTY BOUND, etc.

Clarice E. Smith
Clarice E. Smith

STATE OF MARYLAND , ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 12th day of April, 1956, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Clarice E. Smith and she made oath in due form of law to the follwoing: (a) That she received a copy of the Amended Bill of Complaint filed in these proceedings, (b) that she understands the allegations and nature and purpose of said Bill of Complaint, and (c) that the submission of her rights and interest in the property mentioned is voluntary and with full knowledge of her rights and is her free and voluntary act.

Witness my hand and Notarial Seal.

R. Cresap Davis
Notary Public

R. CRESAP DAVIS NOTARY PUBLIC ANNE ARUNDEL CO. MD.

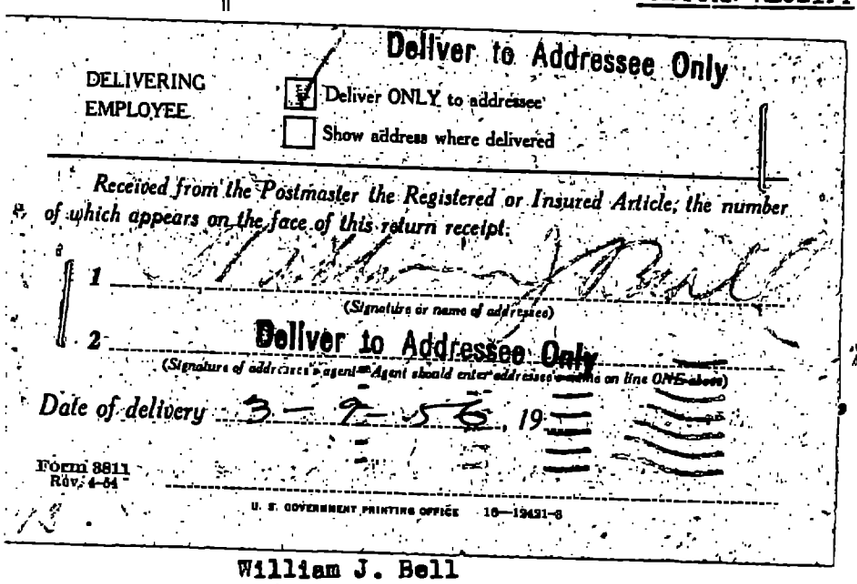
FILED
1956 APR 30 PM 3:00

MELVIN STELLJIES, et al : IN THE CIRCUIT COURT FOR

vs. : ANNE ARUNDEL COUNTY

R. CRESAP DAVIS, Esquire, Committee for Mary E. Bell, et al : No. 11,424 Equity

RETURN RECEIPT



DELIVERING EMPLOYEE

Deliver to Addressee Only

[X] Deliver ONLY to addressee

[ ] Show address where delivered

Received from the Postmaster the Registered or Insured Article, the number of which appears on the face of this return receipt.

1 [signature]
(Signature or name of addressee)

2 Deliver to Addressee Only
(Signature of addressee's agent—Agent should enter addressee's name on line ONE above)

Date of delivery 3-9-56, 19

Form 3811 Rev. 4-54

U. S. GOVERNMENT PRINTING OFFICE 16—12421-8

March 7, 1956

REGISTERED MAIL
RETURN RECEIPT REQUESTED
DELIVER TO ADDRESSEE ONLY

William J. Bell
396 South Second Street
Lindenhurst, Long Island,
New York

Dear Mr. Bell:

Enclosed herewith is a Bill of Complaint for the partition and sale of the property of four (4) acres and dwelling located in Eastport, Annapolis, Maryland, in which your late father, Lee F. Bell, would have a one-third interest.

Your father's interest would, therefore, be divided into three parts; one-third to you, one-third to your sister, Clarice E. Smith and one-third to your mother, Mary E. Bell (c/o her Committee).

All parties have been joined in this case and in order to avoid giving notice to you by advertisement, you can submit your consent to the sale and division directly to the Circuit Court for Anne Arundel County in Annapolis on the enclosed answer and consent by mail and the Court Auditor will direct distribution directly to you of your interest.

This property has been appraised by real estate appraisers, who have submitted their appraisal to the Circuit Court for $12,000.00, however, by a public sale after due advertisement, it may result in a larger sales price.

This office represents the heirs of your aunt, the late Ruth M. Stelljies, and Morris Turk, Esquire, appeared for R. Cresap Davis, Committee for your mother, and therefore, all interests have appeared and submitted to a public sale and distribution. Your submission will obviate the necessity of having you served and will reduce the costs accordingly.

If you so desire, you can protect your interest and file your consent through the Clerk of the Court and place your address thereon in order that the proceeds and copy of the Account may be mailed to you.

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1956 MAY 15 PM 5:05

Very truly yours,

Louis M. Strauss

LMS/mt
Enclosure: (2)

FILED
1956 MAY 15 PM 5:05

Examiner's Exhibit No 1
Stelljies v. Davis Equity No 11,424
John J. Rouse Jr. Examiner

42

LIBER 99 PAGE 481

MELVIN STELLJIES, et al

vs.

R. CRESAP DAVIS, Esquire,

Committee for Mary E. Bell, et al

No. 11,424 ~~DIVORCES~~ - - EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

The respondent, William J. Bell,

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 15-th day of May 19 56 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 respondent.

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

FILED
1956 MAY 15 PM 5:05

MELVIN STELLJIES, et al	:	IN
	:	THE CIRCUIT COURT
vs.	:	FOR
	:	ANNE ARUNDEL COUNTY
R. CRESAP DAVIS, Committee for Mary E. Bell	:	NO. 11,424 EQUITY

:::::

TESTIMONY ON BEHALF OF THE PLAINTIFF

June 6, 1956

Present:

Mr. Louis M. Strauss, Solicitor for Plaintiff

Mr. Morris Turk, Solicitor for Committee

Mr. John G. Rouse, Jr., Examiner

Mrs. Irene Hazel, Court Stenographer

Witnesses:

Melvin Stelljies, pages 2,3,4.

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1956 JUN 20 PM 1:30

45

Melvin Stelljies, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Strauss)

1. State your name and address.

A. Melvin Stelljies, Deale, Maryland.

2. You are the same Melvin Stelljies that testified in this case on August 30, 1955?

A. Yes, I am.

3. Mr. Stelljies, referring to your testimony pertaining to the death of one, Lee F. Bell, you testified he died in 1948, and you further testified he left surviving him his widow, Mary Ester Bell, a party to this case, is that correct?

A. That's right.

4. Did he leave any children?

A. Yes, two.

5. What are their names?

A. William J. Bell, his son who lives in New York, as far as I know; and Clarice E. Smith, a daughter, she lives in Arnold, Maryland.

6. Are they both over 21?

A. Yes.

7. In your previous testimony you left these two children out, because you testified that it was your understanding that the property was to belong to the two sisters, is that right?

A. That's right, I thought the two sisters were the sole heirs because they bought it and Mr. Bell's name was also on the deed. He bought it but it was suppose to be divided equally at the death of Mr. Bell or my mother.

8. Are there any other heirs who could possibly be involved in these proceedings?

A. No.

9. Did Lee F. Bell die with or without a Will, to your knowledge?

A. Without a Will.

10. To your knowledge, has there been any change to the premises or building?

A. No, there hasn't.

11. Has there been any change in the health condition or the death of any people mentioned in these proceedings since you last testified?

A. No.

12. I mean by that, Mary Ester Bell is still incompetent and all the other heirs are still living, and the status is the same as when you last testified?

A. Yes.

Cross Examination Waived by Mr. Turk

Mr. Strauss: I offer into evidence a copy of a letter dated March 7, 1956, sent to William J. Bell by registered mail, and also offer the return receipt showing delivery thereof, bearing signature, "William J. Bell," as filed in these proceedings on May 15, 1956.

(COPY OF LETTER AND RETURN RECEIPT FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 1)

47

QUESTION BY THE EXAMINER: LIBER 99 PAGE 485

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties? If so, state same fully and at large in your answer.

Answer.....No.....

Signature..Melvin S. Lillyer.....

There being no further witnesses to be examined on behalf of the Plaintiff at this time, and no further testimony desired in his 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 12th day of ~~June~~ July, 1956.

John G. Rouse Jr. Examiner (SEAL)
John G. Rouse, Jr., Examiner

J.R. $10.00

I.H. $4.00 Pd 6/20/56 S.H.

49

MELVIN STELLJIES and DOROTHY STELLJIES, et al	:	
vs.	:	IN THE CIRCUIT COURT
R. CRESAP DAVIS, Esquire Townsworth Building Annapolis, Maryland, Committee, etc. et al	:	FOR ANNE ARUNDEL COUNTY
	:	No. 11,424 Equity
	:	

PETITION TO REFILE TESTIMONY IN THESE PROCEEDINGS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Melvin Stelljies and Dorothy Stelljies, his wife, Franklin Stelljies and Rosell Stelljies, his wife, Helen E. Haneke and Maxmilliam Haneke, her husband, by Louis M. Strauss, their Solicitor, respectfully represent:

1. That since the Order of this Honorable Court dated February 23, 1956 sustaining the exceptions to the sale reported in these proceedings, it became necessary to add new parties to perfect the title to the property involved in this cause.

2. That your Complainants have amended the Bill of Complaint and have added the necessary parties and have taken additional testimony on June 6, 1956 to show the relationship of the new parties to these proceedings and their interest in the property involved.

3. That the aforesaid additional testimony shows that there has been no change in the condition of the property and no change of the status of all the parties involved.

WHEREFORE, your Petitioners pray this Honorable Court leave to refile the original testimony in this case heretofore filed on September 27, 1955 and the present Examiner, John G. Rouse, Jr., Esquire, be authorized to refile the same.

AND AS IN DUTY BOUND, etc.

Louis M. Strauss
Solicitor for Petitioners

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1956 JUN 20 PM 1:29

ORDER OF COURT

Upon the aforegoing Petition, it is this 25th day of June, 1956, by the Circuit Court for Anne Arundel County, sitting in Equity, ORDERED AND ADJUDGED that the Complainants in these proceedings be authorized leave to refile the original testimony filed in these proceedings on September 27, 1955 and that the Examiner, John G. Rouse, Jr., Esquire, is and he is hereby authorized and directed to refile the same in accordance with this order.

Benjamin Nicholson
Judge

FILED
1956 JUN 25 PM 3:33

51

MELVIN STELLJIES and DOROTHY STELLJIES, his wife, et al	:	
	:	IN THE CIRCUIT COURT
vs.	:	FOR
R. CRESAP DAVIS, Esquire Townsworth Building Annapolis, Maryland, Committee, etc. et al	:	ANNE ARUNDEL COUNTY
	:	No. 11,424 Equity
	:	

DECREE FOR THE SALE OF REAL ESTATE

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

IT IS THEREUPON, this 23d day of July 1956, by the Circuit Court for Anne Arundel County in Equity, Adjudged, Ordered and Decreed that the real estate mentioned in the proceedings be sold for the purpose of partition among the parties; that Louis M. Strauss and Morris Turk, be and they are hereby appointed Trustees to make said sale and that the cause and manner of their proceedings shall be as follows:

They shall first file with the Clerk of this Court a bond to the State of Maryland executed by themselves and a surety or sureties to be approved by this Court in the penalty of $15,000.00, conditioned upon the faithful performance of the trust reposed in them by this decree or to be reposed in them by any future decree or order in the premises. They shall then proceed to make the said sale, having given at least three weeks notice by advertisement, inserted in such daily newspaper published in Anne Arundel County and such other notice as they may think proper of the time, place, manner and terms of sale, which terms shall be as follows: A deposit of 10% to be paid in cash on the day of sale, deferred payments to bear interest at 6% per annum from the day of sale; or at private sale, at a sum not less than its highest appraised value, and as soon as may be convenient, after any such sale or sales, the said Trustees shall return to this Court a full and particular account of the same, with an annexed affidavit of the truth thereof, and of the fairness of said sale; and on the ratification of such sale by the Court and on the payment of the whole purchase money, and not before, the said Trustees shall, by a good and sufficient deed to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers of said property, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, complainants and respondents, and those

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claiming by, from or under them or any of them. And the said Trustees shall bring into this Court the money arising from said sale to be distributed under the direction of this Court, after deducting the costs of this suit and such commissions to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

Benjamin Hutchinson
Judge

MELVIN STELLJIES DOROTHY STELLJIES, his wife, et al	:	IN THE
vs.	:	CIRCUIT COURT
R. CRESAP DAVIS, Esquire Townsworth Building Annapolis, Maryland, Committee, etc.	:	FOR ANNE ARUNDEL COUNTY NO. 11,424 Equity

. . .

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Louis M. Strauss and Morris Turk, Trustees, under a decree passed in these proceedings, to make sale of certain real estate therein mentioned, respectfully shows:

That after giving Bond with security for the faithful performance of their trust, and after having complied with all other pre-requisites as required by law and the said decree, and giving notice of the time, place, manner and terms of sale by advertisement inserted in the Evening Capital and Maryland Gazette, newspapers published in Anne Arundel County, Maryland, for at least three weeks before the day of sale, they did pursuant to said notice, attend at the Court House Door at Annapolis, Maryland, on the 21st day of August, 1956, at 11:00 o'clock A.M. then and there proceed to sell and did sell, said property mentioned in these proceedings at public sale to the highest bidder, said property being described as follows:

All that tract of land situate on the Northwest side of Boucher Street near the village of Eastport in the Sixth Election District (formerly Second District), Anne Arundel County, Maryland containing 4 acres, more or less, improved by an eight (8) room frame dwelling, two-car garage, tobacco barn, chicken house and pier leading into Spa Creek, and being the property as contained in a deed dated July 18, 1930 from Andrew J. Stinchcomb and wife to Lee F. Bell and Mary E. Bell, his wife, and Ruth M. Stelljies and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 71, folio 121.

And, your said Trustees sold the above described property to Edgar J. Petrini and Carmella M. Petrini, his wife, for the sum of Twelve Thousand Five Hundred Dollars ($12,500.00), they being the highest bidder therefor.

Respectfully submitted,

Louis M. Strauss

Morris Turk
Trustees

FILED
1956 AUG 21 PM 3:21

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 21st day of August, 1956, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Louis M. Strauss and Morris Turk, Trustees named in the above report of sale, and made oath in due form of law that the matters and things stated in the aforegoing report are true to the best of their knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and Notarial Seal.

Naomi K. Cook
Notary Public

ROBERT H. CAMPBELL - LIBER - 99 PAGE 492 - - - - - - Auctioneer

LOUIS M. STRAUSS, Solicitor
South Street
Annapolis, Maryland

MORRIS TURK, Solicitor
Maryland Hotel
Annapolis, Maryland

TRUSTEES' SALE

OF VALUABLE

WATERFRONT RESIDENTIAL PROPERTY

LOCATED ON SPA CREEK, BOUCHER'S POINT, ANNAPOLIS, MARYLAND

By virtue of a decree of the Circuit Court for Anne Arundel County, Maryland, In Equity, passed in proceedings designated as Equity No. 11,424, the undersigned Trustees, will sell at public auction, at the Court House Door, Church Circle, Annapolis, Maryland, on

TUESDAY, AUGUST 21st, 1956

AT 11:00 O'CLOCK A. M.

All that tract of land situate on the Northwest side of Boucher Street, near the village of Eastport, in the Sixth Election District, (formerly Second District), Anne Arundel County, Maryland and described as follows:

Beginning for the same at a point on the shore of Spa Creek, said point being on the southwest side of a road leading to Boucher Street and running from thence and with the southwest side of said road, Southeasterly 922 feet to said Boucher Street; thence with the line of said street, Southwesterly 170 feet to the end of the first line of the conveyance from Joseph E. Chaney and wife to Andrew J. Stinchcomb and wife, dated March 30, 1925, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 105, folio 83; thence running with the second line of said conveyance, Northwesterly 300 feet; thence with the third line of said conveyance, Southwesterly 20 feet; thence leaving said conveyance and running Northwesterly 520 feet, more or less, to the waters of said creek to the place of beginning. Containing four (4) acres, more or less.

BEING the same property conveyed to Lee F. Bell and Mary E. Bell, his wife, and Ruth M. Stelljies from Andrew J. Stinchcomb and wife by deed dated July 18, 1930 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 71, folio 121; the said Ruth M. Stelljies departed this life on or about May 10, 1953, intestate, leaving surviving her as her only heirs at law, Franklin Stelljies, a son, Melvin Stelljies, a son, and Helen S. Haneke, daughter. And the said Lee F. Bell departed this life.

This property is improved by an eight (8) room frame dwelling, containing hot air heat and basement. There is also a well, septic tank, a two-car garage, tobacco barn, chicken house and a pier leading into the creek. This property is suitable for residential development.

TERMS OF SALE: A deposit of 10% will be required on the day of sale, deferred payments to bear interest at the rate of six (6) per cent per annum from day of sale to date of settlement. Taxes and other public charges, if any, to be adjusted to date of sale.

LOUIS M. STRAUSS,
MORRIS TURK,
Trustees

LIBER 99 PAGE 493

MELVIN STELLJIES and
DOROTHY STELLJIES, his wife,
et al

vs.

R. CRESAP DAVIS, Esquire
Townsworth Building
Annapolis, Maryland,
Committee, etc.,
et al

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,424 Equity

I Hereby Certify that I have this 21st day of August, 1956, sold the within described property to Edgar J. and Carmella Patrini at and for the sum of Twelve Thousand Five Hundred Dollars, ($ 12,500.00), being at that figure the highest bidder therefor; and I do hereby further certify that said sale was fairly made.

Robert H. Campbell - Auctioneer

I Hereby Certify that ~~(I)~~ (We) have this 21st day of August, 1956, purchased the within described property from Louis E. Strauss and Morris Turk, Trustees, at and for the price of Twelve Thousand Five Hundred Dollars ($ 12,500.00), and ~~(I)~~ (We) hereby agree to comply with the terms of said Sale as set forth on the reverse side hereof.

Witness:

Morris Turk

(SEAL)

(SEAL)

FILED
1956 AUG 22 AM 9:33

LIBER 99 PAGE 494

ORDER NISI

Melvin Stelljies and
Dorothy Stelljies, his wife, et al

versus

R. Cresap Davis, Committee, etc., et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,424 Equity

Ordered, this 22 day of August, 1956, That the sale of the Property in these Proceedings mentioned, made and reported by Louis M. Strauss and Morris Turk, Trustees,

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

The report states that the amount of sales ~~was~~ was $ 12,500.00.

Filed 1956 Aug 21 PM 3:21 George J. Cromwell Clerk.

True Copy.

TEST: Clerk.

(Final Order)

Melvin Stelljies and
Dorothy Stelljies, his wife, et al

versus

R. Cresap Davis, Committee, etc., et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 25th day of September, 1956, that the sale made and reported by the Trustees aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as they shall produce vouchers for the Auditor.

Benjamin Michaelson Judge

FILED
1956 SEP 25 PM 1:03

LIBER 99 PAGE 495

MELVIN STELLJIES, et al	:	IN THE CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
R. CRESAP DAVIS, ESQUIRE, etc., et al	:	No. 11,424 Equity

CERTIFICATE OF PUBLICATION OF ORDER NISI OF REPORT OF SALE

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
NO. 11,424 EQUITY
MELVIN STELLJIES and
DOROTHY STELLJIES, his wife, et al
versus
R. CRESAP DAVIS, Committee, etc.
et al.

Ordered, this 22nd day of August, 1956, That the sale of the Property in thase Proceedings mentioned, made and reported by Louis M. Strauss and Morris Turk, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 24th 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 24th day of September next.

The report states that the amount of sale was $12,500.00.

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

S-14

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 18, 1956

We hereby certify, that the annexed

Order Nisi Sale

Eq. 11,424

Melvin Stelljies

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 September, 1956. The first insertion being made the 24th day of August, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M.G. 5691

FILED
1956 SEP 25 AM 10:22

In the Case of

Melvin Stelljies and
Dorothy Stelljies, his wife,
et al
vs.
R.Cresap Davis, Committee for
Mary E. Bell, Incompetent,
et al

In the

Circuit Court

For

Anne Arundel County

No. 11,424 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 2, 1956

All of which is respectfully submitted.

Laura K. Jinkins
Auditor.

FILED

1956 NOV -5 AM 9:14

60

Dr.

Melvin Stelljies, et al vs. R. Cresap Davis, Committee for Mary E. Bell, Incompetent, et al in ac.

To Trustees for Commissions, viz:	408	09	408	09
To Trustees for Court costs, viz:				
Plaintiffs' Solicitor's appearance fee	10	00		
Defendants' Solicitor's appearance fee	10	00		
Clerk of Court -Court costs	112	00		
Jos. W. Alton, Jr. - Sheriff's costs	8	70		
Chipman W. Cunningham - Examiner's fee	10	00		
John G. Rouse, Jr. - Examiner's fee	10	00		
Katharine H. McCutchan - first testimony	8	00		
Irene Hazel - stenographer's fee - second testimony	4	00		
Auditor - stating this account	45	00	217	70
To Trustees for Expenses, viz:				
Capital-Gazette Press - notice to creditors of Ruth M. Stelljies	8	00		
Capital-Gazette Press - advertising first sale	50	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - notice to creditors of Lee J. Bell	8	00		
Capital-Gazette Press - order of publication	47	52		
Capital-Gazette Press - advertising second sale	39	39		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - first handbills	13	82		
Speet Publications, Inc. -second handbills	11	34		
Globe Indemnity Co. - bond premiums	70	00		
Clarence A. Remaley - appraisal and testimony	50	00		
T. Carroll Worthington - appraisal and testimony	50	00		
Clerk of Court - certified copy of deed	2	50		
Robert H. Campbell - auctioneer's fee	110	00		
Morris Turk - fee for legal services (Order 9/15/56)	250	00		
One-half Federal documentary stamps	6	88		
One-half State documentary stamps	6	87		
Mildred F. Bean - notary fee		75		
Naomi K. Cox - notary fee		75	747	82
To Trustees for Taxes, viz:				
1955 Annapolis City taxes	108	81		
1956 Annapolis City taxes - 1 mo. 21 days	15	33	124	14
To Trustees for Claims Filed, viz:				
R. Cresap Davis, Committee of Mary E. Bell, incompetent - amounts advanced (Order 10/22/56) as follows, viz:				
1956 State and County taxes	139	33		
D. J. Thompson, Agent - fire insurance premiums ($33.01 less $16.14 rebate)	16	87	156	20

BALANCE FOR DISTRIBUTION - $11,038.58			
Distributed as follows, viz:			
To Mary E. Bell - one-third		3,679 53	
To Children of Ruth M. Stelljies, viz:			
(1) Melvin Stelljies, son - one-ninth	$1,226.51		
Less direct inheritance tax	12.26	1,214 25	
(2) Franklin Stelljies, son - one-ninth	$1,226.51		
Less direct inheritance tax	12.26	1,214 25	
(3) Helen E. Haneke, daughter - one-ninth	$1,226.51		
Less direct inheritance tax	12.26	1,214 25	
To Heirs at Law of Lee J. Bell, viz:			
(1) Mary E. Bell, Widow - one-ninth	$1,226.51		
Less direct inheritance tax	12.26	1,214 25	
(2) Clarice E. Smith, daughter - one-ninth	$1,226.51		
Less direct inheritance tax	12.26	1,214 25	
(3) William J. Bell (or Beall), son - one-ninth	$1,226.50		
Less direct inheritance tax	12.26		
	$1,214.24		
LESS			
Judgment Claim of Franklin Stelljies and Rosell S. Stelljies in No. 5964 Law (Order 11/3/55), viz:			
Debt	$322.56		
Interest from 11/26/54 to 11/26/56	38.71		
Court costs	27.25		
Attorney's fee	32.26		
	420.78	793 46	
To Franklin Stelljies and Rosell S. Stelljies, judgment creditors - in full for claim in #5964 Law, as above		420 78	
To H. Stanley Clark, Register of Wills - total direct inheritance tax		73 56	11,038 58
			12,692 53

with

Louis M. Strauss and Morris Turk, Trustees

Cr.

1956				
Aug.	21	Proceeds of Sale	12,500 00	
		Interest on deferred payment of $11,250.00 - 55 days	103 13	12,603 13
		Refund 1956 State and County taxes ($139.33) adjusted - 4 months 10 days	89 40	89 40
				12,692 53

6i

LIBER 99 PAGE 500

ORDER NISI

Melvin Stelljies,
et al

VERSUS

R. Cresap Davis, Committee for
Mary E. Bell, Incompetent,
et al

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 11,424 Equity.

ORDERED, This 5th 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 10th 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 10th day of December next.

Filed 5 Nov, 1956, at 9:14 A. M. George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 11th 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 apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson, A. J.

FILED
1956 DEC 11 PM 12:23

LIBER 99 PAGE 501

MELVIN STELLJIES, et al	:	IN THE CIRCUTT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
R. CRESAP DAVIS, Esquire, etc., et al	:	No. 11,424 Equity
	:	

CERTIFICATE OF PUBLICATION OF ORDER NISI ON AUDITOR'S ACCOUNT

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 30, 1956

We hereby certify, that the annexed

Order Nisi Eq. 11,424

Auditor account

Melvin Stelljies

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 December, 1956. The first insertion being made the 8th day of November, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M.G. 8924

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,424 Equity
MELVIN STELLJIES, et al
Vs.
R. CRESAP DAVIS, Committee for MARY E. BELL, Incompetent, et al.

Ordered, this 5th 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 10th 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 10th day of December next.

GEORGE T. CROMWELL, Clerk.

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

N-22

FILED
1956 DEC 10 AM 11:08

64

CHARLES DeWITT SCOTT, Guardian	:	No. 11682 Equity
of ANTHONY M. SCOTT, ANN LOUISE	:	IN THE
SCOTT, and ELEANOR N. SCOTT, infants	:	CIRCUIT COURT
vs.	:	FOR
ANTHONY M. SCOTT, ANN LOUISE	:	ANNE ARUNDEL COUNTY
SCOTT, and ELEANOR N. SCOTT, infants 2835 N. Ridgeway Chicago 18, Illinois	:	

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Charles D. Scott, guardian of Anthony M. Scott, Ann Louise Scott, and Eleanor N. Scott, by his Attorneys, William W. Townshend, Jr. and William E. Kirk, respectfully states:

1. That your Petitioner is the father of Anthony M. Scott, age 12, Ann Louise Scott, age 9, and Eleanor N. Scott, age 7, infants, all residents of the State of Illinois; that the Probate Court of Cook County, State of Illinois, appointed your Petitioner guardian of the said children by order dated January 20, 1956, and your Petitioner filed a bond in the amount of Seven Thousand Five Hundred Dollars ($7,500.00) as required by said Court; and that upon petition by your Orator, entitled In re Guardianship of Anthony M. Scott, Ann Louise Scott, and Eleanor N. Scott, infants, the Orphans Court for Anne Arundel County passed an order dated February 23, 1956, appointing your Orator guardian, in the State of Maryland, for the aforesaid infants with the powers and authority provided under Article 93, Sections 209 through 218 of the Annotated Code of Maryland (1951 Ed.), a certified copy of said order being filed herewith marked "Exhibit No. 1"; and that your Orator has filed a bond in the amount of One Thousand Dollars ($1,000.00), as directed by the said order.

2. That Mabel Ann Scott, late of Anne Arundel County, and paternal grandparent of said infants, died on the 4th day of

Filed MAR 13 [illegible]

January, 1954, leaving a last will and testament which was duly probated on the 9th day of February, 1954 and was recorded in the office of the Register of Wills of said County in Will Liber R.G.P. No. 5, Folio 206, a certified copy of said will being filed herewith marked "Exhibit No. 2."

3. That item 3 of said will is as follows: "I hereby give a life estate in my property at Shoreham Beach, Maryland, to my daughter, Alice Bundick, upon condition that she pay all maintenance costs, taxes, road assessments etc., and upon her death, I give, bequeath and devise the same, in equal shares, to the children of my son, Charles DeWitt Scott."

4. That at the time of her death, Mabel Ann Scott was seized in fee simple of the following property: Lots 9 and 10, Block 9, and improvements, Shoreham Beach, as shown on a plat recorded among the Plat Records of Anne Arundel County in Cabinet No. 1, Rod A-6, Plat No. 11, a certified copy of said deed being filed herewith and marked "Exhibit No. 3."

5. That your Orator is the son of Mabel Ann Scott, grantee in the aforementioned deed marked "Exhibit No. 3"; that Mabel Ann Scott predeceased her daughter, Alice L. Bundick, the life tenant mentioned in item 3 of the aforementioned will; and that your Orator and his children now are the only living heirs of Mabel Ann Scott.

6. That the infants Anthony M. Scott, Ann Louise Scott, and Eleanor N. Scott, were all living and were the only children of your Orator, Charles DeWitt Scott, at the time of the death of the said life tenant, Alice L. Bundick, on June 4, 1955.

7. That your Petitioner, as guardian of said infants, has entered into a contract of sale of the aforesaid property with George F. Niedomanski and Josephine T. Niedomanski, his wife, for the amount of Five Thousand Dollars ($5,000.00) as is more

particularly set forth in the contract filed herein and marked "Exhibit No. 4"; and that the price of Five Thousand Dollars ($5,000.00) is a fair price for said property.

8. That since the aforesaid infants are residents of Illinois and have no means of looking after their property in Maryland, your Petitioner alleges that it would be to the benefit of the infant respondents to have their property sold and the proceeds turned over to their legal guardian for investment.

9. That your Petitioner further states that the infants property is composed of two lots and a house and that your Petitioner holds title to the two adjacent lots and a garage and that the four lots, house, and garage together make one unit of real estate; and that for this reason it would be to the infants' interest and benefit to have a private sale rather than a public sale.

TO THE END, THEREFORE,

(a) That a decree may be passed for a sale of the real estate contracted to be sold.

(b) That the agreement mentioned in paragraph 7 be ratified and confirmed by this Honorable Court and a Trustee be appointed for the purpose of consumating the same and transferring the interest of the said infants to the Vendee.

(c) That the proceeds of the sale may be brought into Court for distribution to the guardian under its order and in accordance with the rights and interests of said infants.

(d) That the Complainant may have such other and further relief as his case may require.

May it please your Honors to grant unto the Complainant an Order of Publication directed to the said infant respondents and to such other person as has custody of the said infant respondents directing them to appear in this Honorable Court on some

day therein named to answer these presents and to abide by such other and further orders and decrees as this Court may ask in this cause.

AND AS IN DUTY BOUND,

Charles DeWitt Scott
Charles DeWitt Scott
Guardian for
Anthony M. Scott
Ann Louise Scott
Eleanor N. Scott, infants

Townshend and Kirk

By William E. Kirk
William E. Kirk

STATE OF ILLINOIS, COOK COUNTY, TO WIT:

I HEREBY CERTIFY that on this 1st day of March, 1956, before the subscriber, a Notary Public of the State of Illinois, in and for the County aforesaid, personally appeared Charles DeWitt Scott, Guardian for Anthony M. Scott, Ann Louise Scott, and Eleanor N. Scott, infants, and he did make oath in due form of law that the matters alleged in the aforegoing Bill of Complaint are true to the best of his knowledge and belief.

WITNESS my hand and Notarial seal.

Edm. F. [illegible]
Notary Public

LIBER 99 PAGE 506 No. 11,682 Equity

ORDER OF COURT

Upon the aforegoing petition, affidavit, and accompanying documents, it is this 23rd day of February, 1956, ORDERED by the Orphans Court of Anne Arundel County, that Charles DeWitt Scott be, and hereby is, appointed as guardian, in the State of Maryland, of the infants Anthony M. Scott, Ann Louise Scott, and Eleanor N. Scott with the power and authority provided under Article 93, Section 209 through 218 of the Annotated Code of Maryland (1951 Ed.).

And it is further ORDERED that the guardian, Charles DeWitt Scott, shall post a bond in the amount of $1000.00 for the faithful performance of his trust.

Owain E. Owens
Judge

Ernest A. McAllister
Judge

Milton D. Clary
Judge

True Copy, Test:

H. Stanley Clark
Register of Wills for Anne Arundel County

11,682 Eq
Re-FILED Scott v Scott
1956 MAY 15 PM 3:10

Examiner's Exh. 1
E/Clarence
Examiner

"Exhibit No. 1" Filed MAR 13 1956

JAN 5 - 1954

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

LIBER 99 PAGE 507

no 11682-Equity

LAST WILL AND TESTAMENT OF
MABEL ANN SCOTT

I, Mabel Ann Scott, an adult citizen of the United States and a resident of the District of Columbia, being of sound and disposing mind, do hereby make, publish and declare this instrument as and for my last will and testament, hereby revoking all other wills or instruments at any other time by me heretofore made.

1. I hereby direct that my Executrix, hereinafter named, pay all my just debts and funeral expenses as shortly after my demise as may be practicable.

2. I hereby give, bequeath and devise all of my personal estate of whatever character and wheresoever situated, in equal shares, to my son, Charles DeWitt Scott, and daughter, Alice Bundick, share and share alike.

3. I hereby give a life estate in my property at Shoreham Beach, Maryland, to my daughter, Alice Bundick, upon condition that she pay all maintenance costs, taxes, road assessments, etc., and upon her death, I give, bequeath and devise the same, in equal shares, to the children of my son, Charles DeWitt Scott.

4. I hereby nominate, constitute and appoint my daughter, Alice Bundick, the Executrix of this my last will and testament and I hereby direct that she may be permitted to serve without furnishing any bond or undertaking as such.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal this Apr 28 day of April, 1949, in the presence of the witnesses whose names are subscribed below.

Mabel Ann Scott (SEAL)
Mabel Ann Scott

The foregoing instrument was subscribed, sealed, published and declared by Mabel Ann Scott as and for her last will and testament in our presence and in the presence of each of us and we, at the same time, at her request and in her presence and in the presence of each other, hereunto subscribe our names and residences as attesting witnesses this day of April, 1949.

WITNESSES:	ADDRESSES:
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]

11,682 Eq
Scott v Scott

Examiner's Exh 2
E/Clawens
examiner

Se 1

"Exhibit No. 2" Filed MAR 13 1956

FILED
1956 MAY 15 PM 3:10

LIBER 99 PAGE 508

STATE OF MARYLAND

no 11682. Equity

Anne Arundel County

I, H. STANLEY CLARK, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Last Will and Testament of Mabel Ann Scott

late of said County deceased _____ *taken from* the original which is one of the records filed, recorded and

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

IN TESTIMONY WHEREOF, I hereunto subscribed my name and affix the seal of said Court this 7th *day of* March *in the year of our Lord, nineteen hundred and fifty* -six.

H. Stanley Clark

Register of Wills for Anne Arundel County

ANNE ARUNDEL COUNTY ORPHANS' COURT
SEAL

No. 11682 Equity

Int. Rev. Stamp $.55- Md. State Stamp $.40

THIS DEED, Made this 28th day of August, in the year 1941, by and between SUMMER COLONIES, INCORPORATED, a corporation organized and exising under and by virtue of the Laws of the State of Maryland, party of the first part; and Mabel A. Scott, widow, of the City of Washington, District of Columbia, party of the second part.

WITNESSETH, That for and in consideration of the sum of Ten (10) Dollars, lawful money of the United States in hand paid, and other good and valuable considerations, receipt of which is hereby acknowledged, the said party of the first part does hereby grant and convey unto the said party of the second part, her heirs and assigns, in fee simple, all that piece or parcel of land and premises, situate, lying and being in Anne Arundel County, Maryland, and described as follows:

Lots Nine (9) and Ten (10) of Block Nine (9) as shown on a map entitled "Shoreham Beach, Anne Arundel County, Maryland, /P. J. Dalton and J. M. Poole, C. E.", and recorded among the Plat Records of Anne Arundel County in Cabinet No. 1, Rod A-6, Plat No. 11. Being a portion of that property which was conveyed to Summer Colonies, Incorporated, by Union Trust Company of Maryland, by deed dated May 6, 1937, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 161, folio 477.

TOGETHER with all improvements thereupon made or being; and all and every the rights, alleys, ways, privileges, appurtenances and advantages to the same belonging or in anywise appertaining; subject, however, to the covenants, easements and restrictions of record; covenants and restrictions recorded in Liber F. A. M. 161 Folio 484 and to the further covenant and restriction that no dwelling house shall be erected on said land costing less than Fifteen Hundred Dollars.

TO HAVE AND TO HOLD the aforesaid piece or parcel of land 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 only proper use,

11,682 Eq
Scott vs Scott
Examined & Cth. 3
E. Clemans, Examiner

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"Exhibit No. 3" Filed MAR 13 1956

benefit and behoof forever of said party of the second part, her heirs or assigns, in fee simple.

And the party of the first part covenant that it will warrant specially the property hereby conveyed, that it is seized of the land hereby conveyed; and that it will execute such further assurances of said land as may be requisite.

The party of the second part for herself, her heirs or assigns hereby covenants and agrees to pay to said Summer Colonies, Incorporated, party of the first part, or its assigns, the sum of Four Dollars for the Lots hereby conveyed to be used by said party of the first part, or its assigns, in the construction, care, and upkeep of the roads, streets, and drives and in the maintenance of parks, parkways and beaches, forming a part of Shoreham Beach as the said Summer Colonies, Incorporated, may deem wise and proper, and that said party of the second part, her heirs, or assigns shall pay a similar amount each and every year hereafter, said payments to be due and payable on the first day of January in each year, and same shall be a lien against said real estate hereby conveyed and be a covenant running with the land, and shall be promptly paid by the said party of the second part her heirs or assigns.

IN TESTIMONY WHEREOF, the said Summer Colonies, Incorporated, has signed and caused these presents to be signed with its corporate name by William M. Thomas, its President, and has caused its corporate seal to be hereto attached and attested by John M. Thomas, its Secretary, and does hereby constitute and appoint the said William M. Thomas its true and Lawful Attorney in Fact to acknowledge these presents as the act and deed of said Summer Colonies, Incorporated.

Attest: SUMMER COLONIES, INCORPORATED,

John M. Thomas, (CORPORATE SEAL)

Secretary By William M. Thomas

President.

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, SS:

I do hereby certify that on this 28th day of August, 1941, before me, the subscriber, a Notary Public in and for the County aforesaid, personally appeared William M. Thomas, President of Summer Colonies, Incorporated, named in the aforegoing instrument of writing and acknowledged the same to be the act and deed of said Summer Colonies, Incorporated.

IN WITNESS WHEREOF, I have hereunto affixed my hand and Notarial Seal this 28th day of August, 1941.

(NOTARIAL SEAL)

Hallie Q. Thomas

Notary Public

My commission expires May 3, 1943.

Recorded - 4th September, 1941, at 11:25 A. M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Deed is truly taken and copied from Liber J. H. H. No. 242 Folio 336, 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 10th day of March A. D., 1956.

George T. Cromwell Clerk.

GEORGE T. CROMWELL

LIBER 99 PAGE 512

CONTRACT OF SALE

No 11682 Equity

For use only by Members of the Anne Arundel County Real Estate Board, Inc.

THIS AGREEMENT, made this 13th day of December 1955, by and between Charles D. Scott - guardian for His Children - Anthony M. Scott-Ann Louise Scott and Eleanor N. Scott of the first part, hereinafter called SELLER, and George F. Niedomanski and Josephine T. Niedomanski-Wife of the second part, hereinafter called BUYER

Witnesseth: that the said Seller hereby bargain and sell unto the said Buyer, and the Buyer do hereby purchase from the Seller — subject to any covenants and restrictions of record, easements and public utilities agreements of record (if any) and to possessory rights of tenant thereof (if any), the following described property situate and lying in Anne Arundel County, State of Maryland:

First District - Shoreham Beach - Lots 9 & 10- Bl. 9 - with all improvements on same at time of sale.

At and for the price of Five Thousand ---------- Dollars, of which Nine Hundred ---------- Dollars have been paid prior to the signing hereof, and the balance of said purchase money is to be paid as follows:

Possession at time of deposit - settlement within 5 months of date of contract.

AND upon payment as above of the unpaid purchase money, a Deed for the property shall be executed by the Seller at the Buyer's expense, which shall convey the property by a good and merchantable title to the Buyer, free of all encumbrances except as specified herein, otherwise the aforesaid deposit money shall be refunded and this contract shall become null and void.

Rent, ground rent, insurance, taxes, water rent and all other public dues and charges shall be adjusted as of date of settlement. Cost of Federal and State deed stamps is to be equally divided between the Buyer and Seller.

Time is of the essence of this Agreement, and if the terms hereof are not complied with by the Buyer, the above deposit shall be forfeited.

The Seller agrees to pay to GEORGE E. BRYANT, Realtor, the Broker's Commission in accordance with the Rules of the Anne Arundel County Real Estate Board, Inc., said commission being due and payable upon the signing of this contract; and it is agreed that the entire deposit herein above referred to shall be held by the Broker until settlement is made.

This Contract contains the final and entire agreement between the parties hereto, and neither they nor their agents shall be bound by any terms, conditions or representations not herein written.

WITNESS the hands and seals of the parties hereto,

George E. Bryant ..... George F. Niedomanski (SEAL)

..... Josephine T. Niedomanski (SEAL)

..... Charles D. Scott (Guardian) (SEAL)

16682 Eq Scott & Scott Examiner's Ex. Examiner

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..... (SEAL)

"Exhibit No. 4" Filed MAR 13 1956

CHARLES DeWITT SCOTT, Guardian of ANTHONY M. SCOTT, ANN LOUISE SCOTT, and ELEANOR N. SCOTT, infants	:	No. 11682 Equity
vs.	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
ANTHONY M. SCOTT, ANN LOUISE SCOTT, and ELEANOR N. SCOTT, infants 2835 N. Ridgeway Chicago 18, Illinois	:	

ORDER OF PUBLICATION

The object of this action is to sell real estate situated in the First Election District of Anne Arundel County and belonging to the infants Anthony M. Scott, Ann Louise Scott, and Eleanor N. Scott, and to turn the proceeds of said sale over to infants' guardian, Charles DeWitt Scott.

The Bill recites that the Complainant, Charles DeWitt Scott, is the guardian and father of the infants, Anthony M. Scott, Ann Louise Scott, and Eleanor N. Scott, and that they all are residents of the State of Illinois; that said Charles DeWitt Scott has been appointed guardian in the State of Illinois by Order of the Probate Court of Cook County on January 20, 1956, and in the State of Maryland by Order of the Orphans Court for Anne Arundel County on February 23, 1956; that the said infants inherited by the last will and testament of their paternal grandmother, Mabel Ann Scott, certain real estate and improvements known as Lots 9 and 10, Block 9, Shoreham Beach in the First Election District of Anne Arundel County; that Charles DeWitt Scott, as guardian, has entered into a contract with George F. Niedomanski and Josephine T. Niedomanski, his wife, for the sale of the aforesaid property for the amount of Five Thousand Dollars ($5,000.00); that the amount agreed for the said property is a fair and reasonable price; and that it is to the benefit and advantage of the said infants to have their property sold and the proceeds turned over to their legal guardian for investment.

Filed MAR 13 1956

IT IS THEREUPON ORDERED by the Circuit Court for Anne Arundel County, in Equity, this 13 day of March, 1956, that the Complainant give notice to the infant respondents Anthony M. Scott, Ann Louise Scott, and Eleanor N. Scott, by causing a copy of this Order to be served on the Respondents and their Guardian and Father, Charles DeWitt Scott, giving them notice of the object and substance of this Bill of Complaint and warning them to be and appear in this Honorable Court in person or by Solicitor within thirty days after this Order of Publication is served on them to show cause, if any they may have, why a decree should not be granted as prayed.

George T. Cromwell, Clerk.
~~Judge~~

Filed MAR 14 1956

12

LIBER 49 PAGE 515

CHARLES DeWITT SCOTT, Guardian of ANTHONY M. SCOTT, ANN LOUISE SCOTT, and ELEANOR N. SCOTT, infants	:	No. 11,682 Equity
	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
ANTHONY M. SCOTT, ANN LOUISE SCOTT, and ELEANOR N. SCOTT, infants 2835 N. Ridgeway Chicago 18, Illinois	:	ANNE ARUNDEL COUNTY

AFFIDAVIT OF NON-RESIDENT SERVICE

COUNTY OF COOK)
) To wit:
STATE OF ILLINOIS)

Jack Abramowitz, Deputy Sheriff, being first duly sworn according to law, deposes and says:

That on the 24th day of March, 1956, at 7:00 o'clock P.m., he personally served a copy of the attached Bill of Complaint and Order of Publication on each of the following Respondents, ANTHONY M. SCOTT, infant, ANN LOUISE SCOTT, infant, and ELEANOR N. SCOTT, infant, at 2835 N. Ridgeway, Chicago 18, Illinois; and further says that a copy of the said Bill of Complaint and Order of Publication was served on CHARLES DeWITT SCOTT, guardian and father of said infants, at the same time and same place.

The affiant further avers and swears that he is of full legal age and has no interest whatever in the outcome of the above entitled case.

RJ D. LOHMAN, Clerk. By Jack Abramowitz Deputy

Affiant

SUBSCRIBED and sworn to before me this 27th day of March, 1956.

Alice Breen
Notary Public

ALICE BREEN NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

My commission expires
August 4, 1958

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LIBER 99 PAGE 516

STATE OF ILLINOIS, }
COOK COUNTY. } ss.

I, EDWARD J. BARRETT, County Clerk of the County of Cook, Do Hereby Certify that I am the lawful custodian of the official record of Notaries Public of said County, and as such officer am duly authorized to issue certificates of magistracy, that Alice Breen whose name is subscribed to the annexed Jurat, was, at the time of signing the same, a Notary Public in Cook County, duly commissioned, sworn and acting as such, and authorized to administer oaths and to take acknowledgments and proofs of deeds or conveyances of lands, tenements or hereditaments, in said State of Illinois, all of which appears from the records and files of my office; that I am well acquainted with the handwriting of said Notary, and verily believe that the signature to the said Jurat is genuine.

The law of Illinois does not require the impression of the Seal of a Notary Public to be filed in the County Clerk's Office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the County of Cook at my office in the City of Chicago, in the said County, this 3 day of April 1956

Edward J. Barrett County Clerk.

CHARLES DeWITT SCOTT, Guardian of ANTHONY M. SCOTT, ANN LOUISE SCOTT, and ELEANOR N. SCOTT, infants	:	No. 11,682 Equity
	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
ANTHONY M. SCOTT, ANN LOUISE SCOTT, and ELEANOR N. SCOTT, infants 2835 N. Ridgeway Chicago 18, Illinois	:	ANNE ARUNDEL COUNTY

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM

AND ORDER THEREON

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Charles DeWitt Scott, guardian of Anthony M. Scott, Ann Louise Scott, and Eleanor N. Scott, by his Attorneys, William W. Townshend, Jr. and William E. Kirk, respectfully states:

1. That the infant respondents have been duly summoned.

2. That your Petitioner is the father and legal guardian of the said infants.

3. That the infant respondents have no legal representative to appear for them in these proceedings.

WHEREFORE, the Petitioners pray this Honorable Court to appoint a Guardian ad litem to appear and answer for said infant respondents, and suggests that Louis Strauss, Esq., who has no interest whatsoever in this case, be appointed Guardian ad litem.

AND, AS IN DUTY BOUND,

Townshend and Kirk

by: William E. Kirk
William E. Kirk

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LIBER 99 PAGE 518

ORDER

Upon the foregoing petition it is ORDERED this 9th day of April, 1956, by the Circuit Court for Anne Arundel County in Equity, that John H. Hopkins IV be, and he is hereby, appointed Guardian ad litem for the Respondents, Anthony M. Scott, Ann Louise Scott, and Eleanor N. Scott, infants, and he is hereby directed to appear and file his answer in behalf of said infants.

Benjamin Richardson
Judge

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1956 APR 10 AM 11:03

LIBER 98 PAGE 319

CHARLES DeWITT SCOTT, Guardian	:	No. 11,682 Equity
of ANTHONY M. SCOTT, ANN LOUISE	:	IN THE
SCOTT, and ELEANOR N. SCOTT, infants	:	CIRCUIT COURT
vs.	:	FOR
ANTHONY M. SCOTT, ANN LOUISE	:	ANNE ARUNDEL COUNTY
SCOTT, and ELEANOR N. SCOTT, infants 2835 N. Ridgeway Chicago 18, Illinois	:	

ANSWER OF GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of John H. Hopkins IV, Guardian ad litem for the infant respondents in the above cause respectfully represents unto Your Honors,

These Respondents being infants under 21 years of age can neither admit nor deny the allegation set forth in said Bill of Complaint, and therefore submit their rights to the protection of this Honorable Court.

As in duty bound,

John H. Hopkins IV
Guardian ad litem

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18

LIBER 189 PAGE 520

CHARLES DeWITT SCOTT, Guardian	:	No. 11,682 Equity
of ANTHONY M. SCOTT, ANN LOUISE	:	IN THE
SCOTT, and ELEANOR N. SCOTT, infants	:	CIRCUIT COURT
vs.	:	FOR
ANTHONY M. SCOTT, ANN LOUISE	:	ANNE ARUNDEL COUNTY
SCOTT, and ELEANOR N. SCOTT, infants 2835 N. Ridgeway Chicago 18, Illinois	:	

PETITION TO TAKE TESTIMONY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Complainant in this cause respectfully shows unto Your Honors:

That he desires to have testimony taken before one of the standing examiners of this Court to support the allegations of the Bill of Complaint filed in this cause. The Petitioner therefore prays Your Honors to pass an Order granting leave to the parties to take testimony in this cause.

Respectfully submitted

Townshend and Kirk

by: William E. Kirk

William E. Kirk
Solicitor for Complainant

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ORDER

Upon the foregoing Petition, it is this 20th day of April, 1956, ORDERED that the parties to this cause have leave to take testimony as prayed before anyone of the standing examiners of this Court.

Benjamin Nicholson
Judge

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CHARLES DeWITT SCOTT, Guardian	:	No. 11,682 Equity
of ANTHONY M. SCOTT, ANN LOUISE	:	IN THE
SCOTT, and ELEANOR N. SCOTT, infants	:	CIRCUIT COURT
vs.	:	FOR
ANTHONY M. SCOTT, ANN LOUISE	:	ANNE ARUNDEL COUNTY
SCOTT, and ELEANOR N. SCOTT, infants 2835 N. Ridgeway Chicago 18, Illinois	:	

STIPULATION AND AGREEMENT

WHEREAS, Charles DeWitt Scott, Guardian and Father of the infants Anthony M. Scott, Ann Louise Scott, and Eleanor N. Scott, and also complainant in the above entitled cause, is a resident of Illinois and it being necessary to obtain his testimony in order to conclude these proceedings, it is hereby agreed and stipulated by William E. Kirk, Attorney for Charles DeWitt Scott, Guardian, and John H. Hopkins IV, Guardian ad litem for the aforesaid infants, that:

1) A deposition in the form of written interrogatories, attached hereto, to Charles DeWitt Scott be taken before any officer authorized to administer oaths by the laws of the State of Illinois.

2) Said deposition be taken at a time and place in the State of Illinois, Cook County, convenient to the witness Charles DeWitt Scott; and that said deposition be taken without further notice or service to the Guardian ad litem or the parties whose interest the Guardian ad litem represents.

3) The answers to the interrogatories will be in type-written form, signed by said Charles DeWitt Scott; and the officer taking said testimony shall make an affidavit of Charles DeWitt Scott's oath, the time, day, and place of the taking of the

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testimony.

4) The Notary Public or Officer taking the oath will seal this agreement, the interrogatories, the answers, and his affidavit in an envelope and mail the same directly to George T. Cromwell, Clerk of the Circuit Court for Anne Arundel County, Annapolis, Maryland.

Townshend and Kirk

by: William E. Kirk
William E. Kirk
Attorneys for Complainant

John H. Hopkins IV
Guardian ad litem

21

2

LIBER 99 PAGE 321

CHARLES DeWITT SCOTT, Guardian	:	No. 11,682 Equity
of ANTHONY M. SCOTT, ANN LOUISE	:	IN THE
SCOTT, and ELEANOR N. SCOTT, infants	:	CIRCUIT COURT
vs.	:	FOR
ANTHONY M. SCOTT, ANN LOUISE	:	ANNE ARUNDEL COUNTY
SCOTT, and ELEANOR N. SCOTT, infants 2835 N. Ridgeway Chicago 18, Illinois	:	

DEPOSITION OF CHARLES DeWITT SCOTT

Taken in Chicago , Illinois

1. State your name, occupation, and address.

A. Charles D. Scott, Truck Driver, 2835 N. Ridgeway Avenue, Chicago 18, Ill.

2. Are you, as Guardian, the Complainant in Scott vs. Scott No. 11,682 Equity in the Circuit Court for Anne Arundel County. A. Yes

3. Do you know the infant parties to this action, Anthony M. Scott, Ann Louise Scott, and Eleanor N. Scott, and if so, state your relationship to them. A. Yes, I am the father of all of said minors.

4. Who was Mabel Ann Scott and what is the relationship, if any, between you and Mabel Ann Scott. A. Mabel Ann Scott was my mother and was the paternal grandmother of all of said minors.

5. Is Mabel Ann Scott living, and if not, when did she die.

A. Mabel Ann Scott is deceased, having died on January 4, 1954.

6. At her death, was Mabel Ann Scott the owner of Lots 9 and 10, Block 9, Shoreham Beach, Anne Arundel County, Maryland.

A. Yes

7. Did Mabel Ann Scott own any other property at Shoreham Beach, and if so, describe it. A. No.

8. When did Mabel Ann Scott's husband die. A. Mabel Ann Scott's husband died in the year 1928.

9. Was his death before Mabel Ann Scott acquired her property at Shoreham Beach. A. Yes

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10. Did Mabel Ann Scott remarry. A. No.

11. Who was Alice Bundick and what was your relationship to her, if any. A. Alice Bundick was the daughter of Mabel Ann Scott and was my sister.

12. Are you familiar with the terms of Mabel Ann Scott's will as filed in the Orphans Court for Anne Arundel County in Liber R.G.P. No. 5, Folio 206. A. Yes

13. Was Alice Bundick, your sister, the life tenant mentioned in Mabel Ann Scott's will. A. Yes

14. Did Mabel Ann Scott have any children other than Alice Bundick and yourself. A. No.

15. Did Mabel Ann Scott's husband have any children by a prior marriage. A. No

16. Then you are the only living child of Mabel Ann Scott, and the three infants in these proceedings, Anthony M. Scott, Ann Louise Scott, and Eleanor N. Scott, are your children.
A. Yes

17. When did Alice Bundick die. A. June 11, 1955

18. Would you give the names, ages, and birthdates of your children who were living at the time of the death of Alice Bundick.
A. Anthony M, Age 13, Born September 8, 1943
Ann Louise, Age 9, Born September 20, 1946
Eleanor N, Age 7, Born October 8, 1948

19. Do you have any children other than the children named in these proceedings, namely, Anthony M. Scott, Ann Louise Scott, and Eleanor N. Scott. A. No.

20. What State and County is your legal residence.
A. State of Illinois, County of Cook

ZZA

21. How long have your resided in Illinois. A. Since 1939

22. How long have your children lived with you, since you have resided in Illinois. A. Since their birth.

23. Have you been appointed legal guardian of Anthony M. Scott, Ann Louise Scott, and Eleanor N. Scott, in the State of Illinois, and if so, by what Court. A. Yes, by the Probate Court of Cook County

24. Were you required to file a bond, and if so, in what amount.
A. Yes, in the sum of $7500.00.

25. Were you also appointed Guardian in the State of Maryland by the Orphans Court for Anne Arundel County. A. Yes

26. As guardian, have you entered into any contracts of sale for Lots 9 and 10, Block 9, Shoreham Beach, Anne Arundel County, Maryland. A. Yes

27. With whom was this contract made and in what amount.
A. George F. Niedomanski and Josephine T. Niedomanski, his wife, in the sum of $5,000.00.

28. Do you believe this is a fair price. A. Yes

29. Do you think it would be to the best interest of the infants, Anthony M. Scott, Ann Louise Scott, and Eleanor N. Scott, to have the property sold, and would you state your reasons.
A. Yes, because the minors have no one to manage this property.

30. Do you own any property at Shoreham Beach, and if so, please describe it.
A. Yes, Lots 11 and 12, Block 9, Shoreham Beach, Anne Arundel County, Maryland.

31. Then you own two lots adjacent to Lots 9 and 10, Block 9, Shoreham Beach. A. Yes

32. Are there any improvements on your Lots 11 and 12, Block 9, Shoreham Beach, the lots you own.

A. Yes, a garage

33. In other words, you own Lots 11 and 12, Block 9, Shoreham Beach, including the garage to the house on Lots 9 and 10, Block 9, Shoreham Beach. A. Yes

34. Would we be correct in stating that Lots 9, 10, 11 and 12, Block 9, Shoreham Beach, all must be sold as a unit in order to obtain the highest price for Lots 9 and 10, Block 9, Shoreham Beach, and the improvements. A. Yes

35. Are you selling the two lots and garage you own at Shoreham Beach to the Niedomanskis also. A. Yes

36. Does the price for Lots 9 and 10, Block 9, Shoreham Beach, include the consideration for your two lots. A. No.

37. What amount are the Niedomanskis paying you for your two lots and garage.

A. $1,000.00

I HEREBY CERTIFY that the answers to the above questions are true to the best of my knowledge and belief.

Charles DeWitt Scott (SEAL)
Charles DeWitt Scott

Liber 80 Page 527

STATE OF ILLINOIS, COOK COUNTY, TO WIT:

I HEREBY CERTIFY that before me, a Notary Public of the State of Illinois, in and for the County aforesaid, on this 24th day of April, 1956, at 11 o'clock a .m., in the City of Chicago, personally appeared Charles DeWitt Scott; that I propounded the attached interrogatories to the witness, Charles DeWitt Scott, after he was duly sworn by me; and that answers to the said interrogatories which I caused to be reduced in writing and which represent a true record of the testimony given by the witness, were subscribed and sworn to by the said witness in my presence, and they are the same interrogatories and answers which I attach hereto.

WITNESS my hand and Notarial seal.

Esther Holznagel
Notary Public

My Commission Expires:
March 10, 1957

Name: Esther Holznagel
Address: Room 2900, 1 North La Salle St.
Chicago 2, Illinois

25

CHARLES DeWITT SCOTT, Guardian of ANTHONY M. SCOTT, ANN LOUISE SCOTT, and ELEANOR N. SCOTT, infants	:	IN
vs.	:	THE CIRCUIT COURT
ANTHONY M. SCOTT, ANN LOUISE SCOTT, and ELEANOR N. SCOTT, infants	:	FOR ANNE ARUNDEL COUNTY
	:	NO. 11,682 EQUITY

:::::::::

TESTIMONY ON BEHALF OF THE PLAINTIFF

April 25, 1956

Present:

Mr. William E. Kirk, Solicitor for Plaintiff

Mr. John H. Hopkins, IV, Solicitor for Guardian ad litem

Mr. Emanuel Klawans, Examiner

Mrs. Irene Hazel, Court Stenographer

Witnesses:

T. Carroll Worthington, pages 2 - 5.

Thomas C. Worthington, pages 6 - 8.

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Mr. Kirk: We offer in evidence Exhibits 1 through 4 filed with the Bill of Complaint.

(ORDER OF COURT DATED FEBRUARY 23, 1956 RE-FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 1)

(LAST WILL AND TESTAMENT OF MABEL ANN SCOTT RE-FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 2)

(CERTIFIED COPY OF DEED DATED AUGUST 28, 1941 RE-FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 3)

(CONTRACT OF SALE DATED DECEMBER 13, 1955 RE-FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 4)

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

(Mr. Kirk)

1. State your name and address, and occupation.

A. T. Carroll Worthington, Townsworth Building, Annapolis, realtor.

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

A. Since 1923.

3. In what general area have you operated your real estate business?

A. Mostly in Anne Arundel County.

4. For whom have you made appraisals previously?

A. In estates, government, banks, building associations.

5. Do you maintain an office in Anne Arundel County, Maryland?

A. I do.

6. Are you familiar with real estate values in the First Election District of Anne Arundel County, and more particularly, Shoreham Beach?

A. I am.

7. Are you familiar with the property known as Lots 9 and 10, Block 9 of Shoreham Beach, First Election District of Anne Arundel County and formerly owned by Mabel Ann Scott?

A. I am.

8. Would you describe this property?

A. This property consist of two lots, size 25 x 80 each, and is improved by a one story frame, asbestos shingled dwelling with composition roof, the inside walls are celotex and it has pine flooring. It has a living room, kitchen, two bedrooms and bath. The heat is supplied by a space heater, and the property is in fair condition.

9. What, in your opinion, is the fair market value for this property?

A.. Forty five hundred dollars ($4500.00).

10. Assume, as are the facts in this case, that there are three respective shares to be distributed among the heirs of Mabel Ann Scott, would you say this property is susceptible of division in kind without injury to the parties?

A. It could not be divided.

11. In your opinion, what is the best method to distribute the property?

A. Sell it and divide the proceeds among the heirs.

12. Do you feel that this method would be to the best interest of all the parties involved?

A. In my opinion it would be.

13. Are you familiar with the fact that Charles DeWitt Scott owns the adjoining lots 11 and 12, Block 9?

A. Yes.

14. If Lots 9 and 10 were sold without Lots 11 and 12 would this tend to lower the value of Lots 9 and 10?

A. It would, Lots 9 and 10 contain the house and Lots 11 and 12 is improved by a garage, but if you sell them separately it would lower the value in either case.

Cross Examination by Mr. Hopkins:

1. Would you care to state your opinion as to the value of Lots 9 and 10, the lots with the house on it, if sold without Lots 11 and 12, the lots with the garage on it?

A. If the house and the two lots were sold without the other lots I would not value the house and two lots at more than $4000.00.

QUESTION BY THE EXAMINER:

Do you know Or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties? If so, state same fully and at large in your answer.

Answer.....No.....

Signature.....Carroll Worthington.....

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

(Mr. Kirk)

1. State your name, address and occupation.

A. Thomas C. Worthington, Jr., Townsworth Building, Annapolis, Maryland, realtor.

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

A. Since 1949.

3. In what general area have you operated your real estate business?

A. Mostly in Anne Arundel County.

4. For whom have you made appraisals previously?

A. Well, I've made appraisals for several lawyers in town.

5. Do you maintain an office in Anne Arundel County?

A. Yes, I do.

6. Are you familiar with real estate values in the First Election District of Anne Arundel County, and more particularly, Shoreham Beach?

A. Yes.

7. Are you familiar with the property known as Lots 9 and 10, Block 9 of Shoreham Beach, First Election District of Anne Arundel County, and formerly belonging to Mabel Ann Scott?

A. Yes, I am.

8. In what manner did you become acquainted with them?

A. I inspected this property with Mr. T. Carroll Worthington.

9. Would you describe the property?

A. This property consist of two lots each 25 x 80 and improved by a one story frame, asbestos shingled dwelling, with composition roof. This home has celotex walls and pine flooring; it has a living room, two bedrooms, kitchen and bath, and is heated by an oil space heater, this home is in fair condition.

10. Are you familiar with the fact that Charles DeWitt Scott owns the adjoining lots, 11 and 12, Block 9 of Shoreham

Beach?

A. Yes, I am.

11. What, in your opinion, is the fair market value for Lots 9 and 10 if sold in conjunction with the adjoining Lots 11 and 12?

A. In my opinion, Forty Five Hundred Dollars ($4500.00) is a fair price.

12. Now, if Lots 9 and 10 were sold without Lots 11 and 12 would this tend to lower the value of Lots 9 and 10?

A. Yes, it would.

13. What, in your opinion, would be the fair market value of Lots 9 and 10 if sold without Lots 11 and 12?

A. I would say the value would be about four thousand dollars ($4000.00).

14. Assume, as are the facts in this case, that there are three respective shares to be distributed among the heirs of Mabel Ann Scott, would you say this property is susceptible of division in kind without loss or injury to the parties?

A. No, it is not.

15. In your opinion what is the best method to distribute the property?

A. The best method would be to sell the property and divide the money among the parties.

16. Do you feel this method would be to the best interest of all parties involved?

A. Yes, I do.

QUESTION BY THE EXAMINER:

Do you know Or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties? If so, state same fully and at large in your answer.

Answer....No.....

Signature...Thomas P. Worthington Jr....

There being no further witnesses to be examined on behalf of the Plaintiff at this time, and no further testimony desired in his 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 15th day of May, 1956.

Emanuel Klawans (SEAL)
Emanuel Klawans, Examiner

E.K. $10.00

I.H. $8.00

35

1

State of Mahala Ann Scott DIED Testate the 4 day of Jan. 1954

8655 Harlan Wood U.S. F.N.G. Co.
Admr. C.T.A. Surety

Liber	No.	Folio	DATE		
RGP	3	377	1954		$1000.
RGP	5	206	Feb. 18	Will, Bond, Petition for letters Testamentary Passed by Order of Court. Information report filed. Notice to creditors given.	
RGP	4	303	Feb 18	Real Inventory Passed by Order of Court	$3750
[illegible]	1	16	Dec 21	Petition for funeral bill Passed by Court.	
A.G.P.	5	112	" "	1st & Final Account Passed by the Court	759

Certificate of Publication Filed

ESTATE CLOSED

FILED
1956 MAY 17 AM 11:08
Exhibit No. 5

LIBER 99 PAGE 536

STATE OF MARYLAND

Anne Arundel County

I, H. STANLEY CLARK, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the DOCKET ENTRIES

In the Estate of Mabel Ann Scott

late of said County deceased

taken from Administration Docket R.G.P 4 - folio 109, one of the dockets

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

IN TESTIMONY WHEREOF, I hereunto subscribed my name and affix the seal of said Court this 17th *day of* May *in the year of our Lord, nineteen hundred and fifty* -six.

H. Stanley Clark

Register of Wills for Anne Arundel County

8655

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

HARLAN WOOD, Atty.
402 Evans Building,
1420 New York Avenue, N. W.,
Washington, D. C.

NOTICE IS HEREBY GIVEN

That the Subscriber, of Washington, D. C., has obtained from the Orphan's Court of Anne Arundel County, in Maryland, Letters of administration c. t. a. on the estate of

MABEL ANN SCOTT

late of Anne Arundel County, deceased. All persons having claims against the deceased, are hereby warned to exhibit the same, with the vouchers thereof, to the subscriber, on or before the

19TH DAY OF AUGUST, 1954.

They may otherwise, by law, be excluded from all benefit of said estate. All persons indebted to said estate are requested to make immediate payment.

Given under my hand this 9th day of February, 1954.

HARLAN WOOD,
Admr. c. t. a.
m-25

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 2, 1954

We hereby certify, that the annexed

Notice to Creditors

Mabel Ann Scott

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 6 successive weeks before the 19th day of August, 1954. The first insertion being made the 18th day of February, 1954

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

No. M. G. 345

Exhibit No. 6

FILED
1956 MAR 17 AM 7 08

LIBER 99 PAGE 538

STATE OF MARYLAND

Anne Arundel County

I, H. STANLEY CLARK, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the CERTIFICATE OF PUBLICATION OF NOTICE TO CREDITORS in the Estate of Mabel Ann Scott *late of said County deceased* *taken from* the original which is filed, docketed and *Kept in the office of Register of Wills for Anne Arundel County.*

IN TESTIMONY WHEREOF, I hereunto subscribed my name and affix the seal of said Court this 17th *day of* May *in the year of our Lord, nineteen hundred and fifty-six.*

H. Stanley Clark

Register of Wills for Anne Arundel County

CHARLES DeWITT SCOTT, Guardian	:	No. 11,682 Equity
of ANTHONY M. SCOTT, ANN LOUISE	:	IN THE
SCOTT, and ELEANOR N. SCOTT, infants	:	CIRCUIT COURT
vs.	:	FOR
ANTHONY M. SCOTT, ANN LOUISE	:	ANNE ARUNDEL COUNTY
SCOTT, and ELEANOR N. SCOTT, infants 2835 N. Ridgeway Chicago 18, Illinois	:	

DECREE OF COURT

This cause having been submitted for Decree, the proceedings herein were read and considered,

It is thereupon, this 28th day of May, 1956, ADJUDGED, ORDERED and DECREED that the contract, herein, for the sale of Lots 9 and 10, Block 9, as shown on the Plat of Shoreham Beach, found among the Plat Records of Anne Arundel County in Cabinet No. 1, Rod A-6, Plat No. 11 (now Plat Book 10, page 20), and more fully described by the Deed filed in these proceedings and marked "Exhibit No. 3", and also as set out in said contract of sale marked "Exhibit No. 4", by and between Charles DeWitt Scott, guardian for his children, Anthony M. Scott, Ann Louise Scott, and Eleanor N. Scott; and George F. Niedomanski and Josephine T. Niedomanski, his wife; be, and it is hereby, ratified and confirmed; and William W. Townshend, Jr. and William E. Kirk, Attorneys, are hereby appointed Trustees to convey all the right, title and interest of the infants, Anthony M. Scott, Ann Louise Scott, and Eleanor N. Scott, in said property in accordance with the terms and provisions of the aforesaid contract.

And the Trustees, before executing the power conferred upon them by this Decree shall 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 in the penalty of

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1956 MAY 28 AM 11:30

40

Five Thousand Dollars conditioned upon the faithful performance of the trust reposed in them by this Decree or to be reposed in them by any future Decree or Order in these proceedings.

And upon receipt of the purchase money from the sale, said Trustees shall convey the right, title and interest of the infants, Anthony M. Scott, Ann Louise Scott, and Eleanor N. Scott, in said property to the purchasers by a good and sufficient deed and shall thereafter bring into this Court the money arising from said sale to be distributed under the direction of this Court after the deduction of all costs of this suit.

Benjamin Nicholson
Judge

LIBER 99 PAGE 541

No. 11,682-Equity

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE: NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, William W. Townshend, Jr. and William E. Kirk, 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 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 11th day of June, 1956.

WHEREAS by Decree of the Circuit Court for Anne Arundel County in a cause entitled "Charles DeWitt Scott, Guardian, etc. vs. Anthony M. Scott, et al", No. 11,682 Equity, dated May 28, 1956, William W. Townshend, Jr. and William E. Kirk were appointed Trustees to make sale of the property described in said proceedings.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the said Trustees shall faithfully perform and execute the trust reposed in them, or to be reposed in them by any future order in the premises, then the obligation set forth above shall be void and of no effect; otherwise, to be and remain in full force and virtue in law.

WITNESS:

Alice Gary
Alice Gary

Virginia S. Hubbard
Virginia S. Hubbard

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

William E. Kirk (SEAL)
William E. Kirk, PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

By John H. Hopkins
John H. Hopkins, IV, Attorney-in-Fact
SURETY

Bond approved 11 June 1956
George T. Cromwell
Clerk

FILED
1956 JUN 11 AM 11:55

42

3-4546

LIBER 99 PAGE 542

CHARLES DeWITT SCOTT, Guardian of ANTHONY M. SCOTT, ANN LOUISE SCOTT, and ELEANOR W. SCOTT, infants	:	No. 11,682 Equity
	:	IN THE
	:	CIRCUIT COURT
vs	:	FOR
ANTHONY M. SCOTT, ANN LOUISE SCOTT, and ELEANOR N. SCOTT, infants 2835 N. Ridgeway Chicago 18, Illinois	:	ANNE ARUNDEL COUNTY

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of William W. Townshend, Jr., and William E. Kirk, Trustees, appointed by the Decree in this cause, to make sale of the real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful discharge of their trust, as required by said Decree, they did sell to George F. Niedomanski and Josephine T. Niedomanski, his wife, the property mentioned in these proceedings at private sale for the sum of Five Thousand Dollars ($5,000.00), that is to say all those lots in the First Election District of Anne Arundel County known and designated as:

> Lots 9 and 10 of Block 9, as shown on the Plat entitled "Shoreham Beach", which said plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 10, Folio 20 (formerly Plat Cabinet No. 1, Rod A-6, Plat 11).
>
> Being the same property which was conveyed to Mabel A. Scott, widow, by Summer Colonies, Inc., by deed dated August 28, 1941 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 242, folio 336; the said Mabel A. Scott having departed this life on January 4, 1954 and by her Last Will and Testament devised a life interest in said property to Alice L. Bundick with remainder at her death to the children of Charles DeWitt Scott, the infants in this proceeding, Anthony M. Scott, Ann Louise Scott and Eleanor N. Scott, all as will more fully appear from the Probate Records of the Orphans' Court for Anne Arundel County in Liber R.G.P. No. 5, folio 206; the said Alice L. Bundick departed this life intestate on June 11, 1955,

FILED

1956 AUG 20 AM 9:20

all as will more fully appear from the Probate Records of the Orphans' Court for Anne Arundel County on Administration Docket Liber No. 244, folio 286.

That the purchaser has agreed to the terms of the sale and the Trustees have received the net proceeds of the sale.

That the price obtained for the property is a fair and reasonable one, that the sale was fairly made, and that the ratification of the sale as made is recommended.

All of which is respectfully submitted,

William W. Townshend, Jr.

William E. Kirk

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 20th day of August, 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 William E. Kirk, Trustees, and made oath in due form of law that the matter and things set forth in the aforegoing report of sale are true as therein set forth and that the sale was fairly made.

WITNESS my hand and Notarial seal.

Alice Gary, Notary Public

45

LIBER 99 PAGE 544

ORDER NISI

CHARLES DeWITT SCOTT, Guardian of

ANTHONY M. SCOTT, ANN LOUISE SCOTT and ELEANOR W. SCOTT, infants

versus

ANTHONY M. SCOTT, ANN LOUISE SCOTT, and ELEANOR N. SCOTT, infants

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,682 Equity

Ordered, this 20th day of August, 19 56, That the sale of the property in these proceedings mentioned made and reported by WILLIAM W. TOWNSHEND, Jr., and WILLIAM E. KIRK Trustees,

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

The report states that the amount of sales was ~~was~~ $5,000.00

George T. Cromwell Clerk.

True Copy.
Filed 1956 August 20
A.M. 9:20

TEST: Clerk.

(Final Order)

CHARLES DEWITT SCOTT, Guardian of

ANTHONY M. SCOTT, ANN LOUISE SCOTT and ELEANOR N. SCOTT, infant

versus

ANTHONY M. SCOTT, ANN LOUISE SCOTT, and ELEANOR N. SCOTT, infant

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 26th day of September, 19 56, 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 SEP 26 PM 3:57

45

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
NO. 11,682 EQUITY

CHARLES DeWITT SCOTT,
Guardian of
ANTHONY M. SCOTT,
ANN LOUISE SCOTT, and
ELEANOR W. SCOTT, infants.

versus

ANTHONY M. SCOTT,
ANN LOUISE SCOTT, and
ELEANOR N. SCOTT, infants.

Ordered, this 20th day of August, 1956, That the sale of the property in these proceedings mentioned made and reported by WILLIAM W. TOWNSHEND, Jr., and WILLIAM E. KIRK, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 24th 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 24th day of September next.

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

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

S-11

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 18, 1956

We hereby certify, that the annexed

Order Nisi Sale

Eq. 11,682

Anthony M. Scott

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 24th day of September, 1956. The first insertion being made the 21st day of August, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. E.C. 1650 1956 SEP 26 AM 10:18 By H. Tilghman

LIBER 99 PAGE 546

In the Case of

Charles DeWitt Scott,
Guardian of
Anthony M. Scott, et al, infants
VS.
Anthony M. Scott,
et al, infants

In the

Circuit Court

For

Anne Arundel County

No. 11,682 Equity

To the Honorable, the Judges of said Court:

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

October 8, 1956

All of which is respectfully submitted.

Laura R. Jacklin
Auditor.

FILED
1956 OCT -8 PM 3:13

47

Dr. Charles DeWitt Scott, Guardian of Anthony N. Scott, et al vs. Anthony N. Scott, et al, infants in ac.

To Trustees for Fee in lieu of Commissions (Order of 9/28/56), viz:	250	00	250	00
To Trustees for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	71	75		
Jos. D. Lohman - Sheriff of Cook County-costs	14	65		
Emanuel Klawans - Examiner's fee	10	00		
Irene Hazel - Stenographer's fee	8	00		
John H. Hopkins, IV - Guardian ad Litem's fee	4	00		
Auditor - stating this account	22	50		
			140	90
To Trustees for Expenses, viz:				
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Globe Indemnity Co. - bond premium	20	00		
George E. Bryant - broker's commission	250	00		
Clerk of Court - certified copy of deed to Mabel Ann Scott	2	00		
Register of Wills - certified copy of Will of Mabel Ann Scott	2	00		
T. Carroll Worthing and Thomas C. Worthington - appraisal and testimony	50	00		
Register of Wills - certified copy of docket entries (Estate of Mabel A. Scott)	1	00		
Register of Wills - certified copy of certificate of publication of notice to creditors (Estate of Mabel A. Scott)	1	00		
One-half Federal documentary stamps	2	75		
One-half State documentary stamps	2	75		
Alice Gary - notary fees	1	00		
			346	50
To Trustees for Expenses in Guardianship proceedings, viz:				
Globe Indemnity Co. - bond premium	10	00		
Register of Wills - Court costs	3	00	13	00
To Trustees for Taxes, viz:				
Register of Wills - one per cent direct inheritance tax on remainder (Estate of Mabel Ann Scott), viz:	34	20	34	20
BALANCE FOR DISTRIBUTION - $4,215.40				
Dis tributed as follows, viz:				
To Anthony M. Scott - one-third	1,405	13		
To Ann Louise Scott - one-third	1,405	13		
To Eleanor N. Scott - one-third	1,405	14		
			4,215	40
			5,000	00

4f

with

Cr.

William W. Townshend, Jr., and William E. Kirk, Trustees

1956				
Sept.	26	Proceeds of Sale (Contract dated 12/13/55)	5,000 00	5,000 00
				5,000 00

47

ORDER NISI LIBER 99 PAGE 549

Charles DeWitt Scott, Guardian of Anthony M. Scott, et al, infants

VERSUS

Anthony M. Scott, et al, infants

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,682 Equity.

ORDERED, This 9 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 12 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 12 day of November next.

Filed 1956 Oct-8 PM 3:13

George P. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 15th 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 Trustees apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin H. Richardson

Judge

FILED

1956 NOV 15 PM 3:54

LIBER 99 PAGE 550

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 14, 1956

We hereby certify, that the annexed

Order Nisi Eq. 11,682

Auditor's Account.

Anthony M. Scott.

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 12th day of November, 1956. The first insertion being made the 11th day of October, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,682 Equity
CHARLES DeWITT SCOTT, Guardian of Anthony M. Scott, et al, Infants
Vs.
ANTHONY M. SCOTT, et al, Infants.

Ordered, this 9th 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 12th 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 12th day of November next.

GEORGE T. CROMWELL, Clerk.

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

O-25

FILED

No. E.C. 8848 1956 NOV 15 PM 12:35

51

LIBER 99 PAGE 551

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
ANDREW DAVID BLACKWELL and	*	FOR
ALGIE L. BLACKWELL, his wife	*	ANNE ARUNDEL COUNTY
	*	NO. 11,830 EQUITY

* *

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.

FILED
1956 JUL 27 PM 1:22

LIBER 921 PAGE 531

LIBER 99 PAGE 552

Form No. 1—County Fee

This Mortgage, made this 27th. day of April ,

in the year one thousand nine hundred and Fifty-five , between

Andrew David Blackwell and Algie L. Blackwell, his wife, of

Anne Arundel County , in the State of Maryland, Mortgagor (s), and

Enterprise Federal Savings and Loan Association, of Annapolis, Md., a body corporate, duly incorporated, Mortgagee.

Whereas the said Enterprise Federal Savings and Loan Association, of Annapolis, Md., has this day loaned to Andrew David Blackwell and Algie L. Blackwell, his wife,

the sum of Seven thousand five hundred and 00/100 ($7,500.00)----------dollars,

being the balance of the purchase money for the Property herein described, which said sum the said Mortgagor(s) agree(s) to repay in installments with interest thereon from the date hereof, at the rate of .6.....% per annum, in the manner following:

By the payment of Sixty-three and 29/100 ($63.29)----------

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 Andrew David Blackwell and Algie L. Blackwell, his wife,

~~do~~(th) grant, convey and assign unto said Enterprise Federal Savings and Loan Association of Annapolis, Md., its successors and assigns, all those lots , pieces , or parcels of ground situate, lying and being in the Seventh election district of Anne Arundel County, State of Maryland and described as follows:

BEGINNING FOR THE SAME at an iron pipe set on the north side of Hawthorne Street, said point being located where the division line between Lots 1 and 9, Block 24, Section A intersects said street as shown on a plat of Avalon Shores recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod A-1, Plat 5, and running from thence and with the north side of Hawthorne Street North 70 degrees 39 minutes 30 seconds West 72.88 feet to a point of curve, thence, with the arc of said curve whose radius is 37.05 feet for a distance of 74.6 feet in a northwesterly and then northeasterly direction to a nail set at the point of tangency in the southeast side of Lerch Drive, thence with the same north 44 degrees 38 minutes 30 seconds East 17.05 feet to a pipe set, thence leaving said Drive and passing through Lot 3, South 70 degrees 39 minutes 30 seconds East 99.1 feet to a pipe in the division line between Lots 3 and 9, thence with said line South 19 degrees 20 minutes 30 seconds West 69.33 feet to the place of beginning. Being Lots Nos 1, 2, and part of 3, Block 24, Section A as shown on the above mentioned plat of Avalon Shores and as surveyed by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in January 1953.

1956 JUL 27 PM 3:28 FILED

2

LIBER 99 PAGE 553
LIBER 921 PAGE 532

BEING the same property conveyed to the within named mortgagors, Andrew David Blackwell and Algie L. Blackwell, his wife, by deed from Otto Matirko, single, dated March 31, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 746, folio 267.

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 and Pole Agreement 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) Andrew David Blackwell and Algie L. Blackwell, his wife, for themselves and their heirs, personal representatives or assigns, covenant(s) with the said Enterprise Federal Savings and Loan Association of Annapolis, Md., as follows:

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

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

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

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

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

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

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the aforegoing covenants for thirty days, only, however, after notice and demand in either event having been served on the mortgagor(s) in person or by mail, to the mortgagors' last known address.

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

And the said mortgagor(s) consent(s) that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Section 720 to 732 inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898—or any supplement thereto—or this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said mortgagee, its successors or assigns, or by Samuel M. Ivrey, its duly constituted Attorney or Agent, under Article LXVI, Sections 6 to 10, inclusive, of the Maryland Code (1939) Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages. And upon any sale of said property, under the powers herein granted, the proceeds shall be applied as follows:

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

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

Third, the balance, if any, to the said mortgagor(s), his, her or their heirs, personal representatives or assigns.

Witness the hand(s) and seal(s) of the said mortgagor(s).

WITNESS:

Samuel M. Ivrey

Samuel M. Ivrey; as to both

Andrew David Blackwell (SEAL)
Andrew David Blackwell

Algie L. Blackwell (SEAL)
Algie L. Blackwell

..... (SEAL)

..... (SEAL)

5

LIBER 99 PAGE 555

State of Maryland, Anne Arundel County, to wit: LIBER 921 PAGE 534

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 Anne Arundel County, personally appeared Andrew David Blackwell and Algie L. Blackwell, his wife, the mortgagor(s) named in the aforegoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act. At the same time also appeared R. Gardiner Chaney, President of Enterprise Federal Savings and Loan Association of Annapolis, Md., a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

Samuel M. Ivrey

Samuel M. Ivrey, Notary Public.

SAMUEL M. IVREY NOTARY PUBLIC ANNE ARUNDEL CO. MD.

My commission expires on May 2, 19 55

Recorded- 28th April, 1955, at 1:20 P.M.

Mortgage

FROM

Andrew David Blackwell and Algie L. Blackwell, his wife,

TO

ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MD.

Property Lots No. 1, 2, & part of 3, Blk 24 Sec. A, Avalon Shores - Seventh Election District Anne Arundel County, Md.

Received for record 28 Apr 19 55 at 1:20 o'clock M.

Same day recorded in Liber 921 No. 921 folio 531 &c. one of the Land Records of Anne Arundel County and examined per JOHN H. HOPKINS, 3rd Clerk.

Cost of Record $ 5.25 Pd

SAMUEL M. IVREY
ATTORNEY AT LAW
144 GLOUCESTER STREET
ANNAPOLIS, MD.

FILE IN EQUITY No. 46839

Property: Lot 1 & 2 Sec. A

Description approved

Execution approved

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1956 JUL 27 PM 1:36 & RECORDED IN LIBER 1 NO. 921 FOLIO 534 GEO. T. CROMWELL, CLERK

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 forclosure and collection.

AS WITNESS its corporate seal and the signature of R. Gardiner Chaney, its president, this 23rd day of July, 1956

ATTEST: ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: R. Gardiner Chaney, President

Samuel M. Ivrey, Secretary

FEDERAL SAVINGS AND LOAN ASSN. OF ANNAPOLIS INCORPORATED

LIBER 99 PAGE 556

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
ANDREW DAVID BLACKWELL and	*	FOR
ALGIE L. BLACKWELL, his wife	*	ANNE ARUNDEL COUNTY
	*	NO. 11,830 EQUITY

* *

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage claim of Enterprise Federal Savings and Loan Association of Annapolis, Maryland, under Mortgage to the said Association from Andrew David Blackwell and Algie L. Blackwell, his wife, dated the 27th day of April, 1955, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 921, folio 531; said Mortgage being in default.

Balance due upon principal	$7,410.04
Interest to August 22, 1956	26.18
	$7,436.22

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 27th 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 it has not received any security or any satisfaction therefor other than the Deed of Mortgage in said statement mentioned.

AS WITNESS my Hand and Notarial Seal.

Betty L. Parks

Betty L. Parks - Notary Public

BETTY L. PARKS NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

FILED

1956 JUL 27 PM 1:23

6

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

LIBER 99 PAGE 557 Mili y Affidavit under Soldiers' and S· ··ors' Civil Relief Act of 1940 and Amendment thereto of October 6, 1942

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF ANDREW DAVID BLACKWELL and AIGIE I. BLACKWELL, his wife

IN THE

Circuit Court

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

Equity Docket 11,830 Fol. .....

Military Affidavit

STATE OF MARYLAND, ~~CITY~~ Anne Arundel County OF ~~BALTIMORE~~, 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.

Subscribed and sworn to before me this 27th day of July 1956.

Betty E. Sparks
Notary Public

FILED
1956 JUL 27 PM 1:23

7

LIBER 99 PAGE 558

No. 11,836 Equity

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE: NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Samuel M. Ivrey , as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, areheld and firmly bound unto the State of Maryland in the full and just sum of EIGHT THOUSAND DOLLARS ($8,000.00) -- ---------- 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 administratos, jointly and severally, firmly by these presents, sealed with our seals and dated this 22nd day of August, 1956.

WHEREAS, by virtue of a power of sale contained in a mortgage from Andrew David Blackwell and Algie L. Blackwell, his wife, bearing date on or about the 27th day of April, 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 o f 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 22nd 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

Approved 22 Aug. 1956
10:58 A.M.
George J. Bramwell
CLERK

FILED
1956 AUG 22 AM 10:58

8

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
ANDREW DAVID BLACKWELL and	*	FOR
ALGIE L. BLACKWELL, his wife	*	ANNE ARUNDEL COUNTY
	*	EQUITY No. 11, 830

* *

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Samuel M. Ivrey, Attorney named in the Mortgage, filed in these proceedings, authorized to make sale of the property therein mentioned in the event of default thereunder respectfully shows:

That the said Mortgage being in default, having given bond with surety which was duly approved and having given 20 days' notice of time, place manner and terms of sale by advertisement in the "Evening Capital", a newspaper printed, and published in Anne Arundel County, he did, pursuant to said notice of sale, attend in person at the Courthouse Door in the City of Annapolis, Maryland, on Wednesday, August 22, 1956, at 11 o'clock A.M., the time and place mentioned in said advertisement and then and there in the presence of a number of persons, did proceed to sell at public sale the property mentioned in said Mortgage to wit:

ALL those lots, pieces or parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, and described as follows:

BEGINNING FOR THE SAME at an iron pipe set on the North side of Hawthorne Street, said point being located where the division line between Lots 1 and 9, Block 24, Section A intersects said Street, as shown on a Plat of Avalon Shores recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod A-1, Plat 5, and running from thence and with the North side of Hawthorne Street, North 70 degrees 39 minutes 30 seconds West 72.88 feet to a point of curve, thence with the arc of said curve whose radius is 37.05 feet for a distance of 74.6 feet in a Northwesterly and then Northeasterly direction

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED
1956 AUG 22 PM 2:07

to a nail set at the point of tangency in the Southeast side of Lerch Drive, thence with the same North 44 degrees 38 minutes 30 seconds East 17.05 feet to a pipe set, thence leaving said Drive and passing through Lot 3, South 70 degrees 39 minutes 30 seconds East 99.1 feet to a pipe in the division line between Lots 3 and 9, thence with said line South 19 degrees 20 minutes 30 seconds West 69.33 feet to the place of beginning. Being Lots Nos. 1, 2 and part of 3, Block 24, Section A, as shown on the above mentioned Plat of Avalon Shores and as surveyed by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in January 1953.

BEING the same property which was conveyed to Andrew David Blackwell and Algie L. Blackwell, his wife, by Deed from Otto Matirko, Single, dated March 31, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 746, folio 267.

Said property being sold to Richard K. Leisner, at and for the sum of $7,800.00, he being at that price then and there, the highest bidder therefor.

The said purchaser has agreed to comply with the terms of sale. The agreement of the purchaser, certificate of the auctioneer and report of sale are filed herewith, all of which is respectfully submitted.

And, as in duty bound, etc.

Samuel M. Ivrey, Attorney named in the Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 22nd 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

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

ATTORNEY'S SALE

OF VALUABLE IMPROVED

REAL ESTATE

AVALON SHORES, ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale contained in the Mortgage from Andrew David Blackwell and Algie L. Blackwell, his wife, dated April 27, 1955, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 921, folio 531, the undersigned, as Attorney named in the Mortgage to foreclose in the event of default, default having occurred, will offer for sale at public auction at the Court House Door, Annapolis, Md., on

Wednesday, August 22, 1956

AT 11 O'CLOCK, A. M.

ALL those lots, pieces or parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, and described as follows:

BEGINNING FOR THE SAME at an iron pipe set on the North side of Hawthorne Street, said point being located where the division line between Lots 1 and 9, Block 24, Section A intersects said Street as shown on a Plat of Avalon Shores recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod A-1, Plat 5, and running from thence and with the North side of Hawthorne Street, North 70 degrees 39 minutes 30 seconds West 72.88 feet to a point of curve, thence with the arc of said curve whose radius is 37.05 feet for a distance of 74.6 feet in a Northwesterly and then Northeasterly direction to a nail set at the point of tangency in the Southeast side of Lerch Drive, thence with the same North 44 degrees 38 minutes 30 seconds East 17.05 feet to a pipe set, thence leaving said Drive and passing through Lot 3, South 70 degrees 39 minutes 30 seconds East 99.1 feet to a pipe in the division line between Lots 3 and 9, thence with said line South 19 degrees 20 minutes 30 seconds West 69.33 feet to the place of beginning. Being Lots Nos. 1, 2 and part of 3, Block 24, Section A, as shown on the above mentioned Plat of Avalon Shores and as surveyed by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in January 1953.

BEING the same property which was conveyed to the within named Mortgagors, Andrew David Blackwell and Algie L. Blackwell, his wife, by Deed from Otto Matirko, Single, dated March 31, 1953, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 746, folio 267.

The said property being improved by a frame dwelling consisting of six rooms, hall bath and porch.

TERMS OF SALE: A deposit of Ten (10) per cent of the purchase price will be required of the purchaser or purchasers on the day of sale, balance of the purchase money with interest thereon at the rate of 6% per annum, to be paid in cash upon final ratification of sale. Taxes and all other assessments to be adjusted to the day of sale. For further particulars apply to

SAMUEL M. IVREY,
Attorney Named in the Mortgage,
144 Gloucester Street,
Annapolis, Maryland

I/We hereby certify that I/We purchased the property described on the reverse side of this Handbill at and for the price of $ 7800.00 and I/We agree to abide by the terms therein.

Witness my/our Hand and Seal this 22nd day of August, 1956.

Richard K. Leisner (SEAL)

I hereby certify that I sold property described on the reverse side of this Handbill to RICHARD KENNETH LEISNER at and for the price of $ 7,800.00 — he/they, being then and there the highest bidder therefor.

Witness my Hand and Seal this 22nd day of August, 1956.

WITNESS:

Samuel W. Owen.

(SEAL)
Auctioneer

FILED
1956 AUG 22 PM 2:07

12

LIBER 99 PAGE 563

ORDER NISI

In the Matter of the Mortgaged Real Estate of

~~XXXXX~~

Andrew David Blackwell and Algie L. Blackwell, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,830 Equity

Ordered, this 23 day of August, 1956, That the sale of the Property in these Proceedings mentioned, made and reported by Samuel M. Ivrey, Attorney named in the Mortgage ~~XXXXXX~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 was ~~XXXX~~ $ 7,800.00.

Filed Aug. 22, 1956 2:07 P.M. George F. Cromwell Clerk.

True Copy.

TEST: Clerk.

(Final Order)

In the Matter of the Mortgaged Real Estate of

~~XXXXX~~

Andrew David Blackwell and Algie L. Blackwell, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 26th day of September, 1956, that the sale made and reported by the ~~Trustee~~ Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson Judge

FILED

1956 SEP 26 PM 3:40

13

LIBER 99 PAGE 564

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. 11,830 EQUITY

In the Matter of the Mortgaged Real Estate of
ANDREW DAVID BLACKWELL and ALGIE L. BLACKWELL, his wife.

Ordered, this 23rd day of August, 1956, That the sale of the Property in these Proceedings mentioned, made and reported by Samuel M. Ivrey, Attorney named in the Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $7,800.00.

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

8-14

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 18, 1956

We hereby certify, that the annexed

Order Nisi - Sale

Eq. 11,830

Andrew David Blackwell

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 H. Wilgisman

FILED

No. E.C. 5699 1956 SEP 26 AM 8:54

14

LIBER 99 PAGE 565

In the Case of

In the Matter of the
Mortgaged Real Estate
of
~~vs~~
Andrew David Blackwell
and
Algie L. Blackwell, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,830 Equity

To the Honorable, the Judges of said Court:

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

October 6, 1956

All of which is respectfully submitted.

Laura R. Fickling
Auditor.

FILED
1956 OCT -8 AM 11:14

15

Dr. In the Matter of the Mortgaged Real Estate of Andrew David Blackwell in ac.
and Algie L. Blackwell, his wife

To Attorney for Commissions, viz:	265	23		
To Attorney for Fee, viz:	35	00	300	23
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	56	24		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	10	49		
Globe Indemnity Co. - bond premium	32	00		
George W. Scible - auctioneer's fee	25	00		
One-half Federal documentary stamps	4	40		
One-half State documentary stamps	4	40		
Betty E. Parks - notary fees	1	50	148	03
To Enterprise Federal Savings & Loan Ass'n of Annapolis, Maryland, mortgagee, this balance on account mortgage claim	7,370	94	7,370	94
			7,870	70
Amount of mortgage claim filed	7,436	22		
Cr. Amount allowed above	7,370	94		
Balance subject to decree in personam	65	28		

16

with

Samuel M. Ivrey, Attorney named in Mortgage

Cr.

1956							
Aug.	22	Proceeds of Sale		7,800	00		
		Interest on deferred payment of $7,020.00 to 9/27/56		40	95	7,840	95
		Refund 1956 State and County taxes ($83.04) adjusted to 8/22/56		29	75	29	75
						7,870	70

17

LIBER 99 PAGE 568

ORDER NISI

In the Matter of the Mortgaged Real Estate of

Andrew David Blackwell

and

Algie L. Blackwell, his wife

VERSUS

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 11,830 Equity.

ORDERED, This 8th 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 12th 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 12th day of November next.

George T. Cromwell, Clerk

Filed 8 October 1956
11:14 A.M.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 16th 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 NOV 17 AM 9:55

LIBER 99 PAGE 569

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. 11,830 EQUITY

In The Matter Of The
Mortgaged Real State Of
ANDREW DAVID BLACKWELL and
ALGIE L. BLACKWELL, his wife.

Ordered, this 8th 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 12th 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 12th day of November next.

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

GEORGE T. CROMWELL, Clerk.

O-23

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 12, 1956

We hereby certify, that the annexed Order Nisi Eq. 11,830 auditor account.

Andrew David Blackwell

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 12th day of November, 1956. The first insertion being made the 9th day of October, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. J. Tilghman

FILED

No. E.C. 8570 1956 NOV 16 PM 1:45

19

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

SOUTHERN MUNICIPAL CORPORATION, a body corporate of the State of Delaware
236 Main Street
Annapolis, Maryland,

IN EQUITY

EQUITY NO. 11,782

Plaintiff

vs.

WILLIAM STALLINGS and
LILLIY M. STALLINGS, his wife,
also known as William A. Stalling
and Lilly Mae Stalling
Edgewater, Maryland

CENTRAL BUILDING COMPANY,
a Delaware corporation
Woodward Building
Washington, D. C.

CARROLL H. HYNSON, Judgment Creditor
62 Calvert Street
Annapolis, Maryland

LABOVITZ, INC., Judgment Creditor
c/o Rubin A. Labovitz
18 Chesapeake Avenue
Eastport, Annapolis, Maryland

WESTERN MARYLAND DAIRY, INC.,
Judgment Creditor
1125 Linden Avenue
Baltimore, Maryland
And any and all persons having or claiming to have any interest in the following described real estate, located in the First Election District of Anne Arundel County, to wit:

Lot 3, Section C, 100 x 96 as shown on the Plat of South River Park.

- - - - - - - - - - -

MARY N. LOTITO, also known as
Mary Lattio, CARMEN J. LOTITO,
LUCAS F. LOTITO, and ROSE M.
LOTITO
4300 White Avenue
Baltimore, Maryland
And any and all persons having or claiming to have any interest in the following described real estate, located in the Third Election District of Anne Arundel County, to wit:

Lot 23 and improvements as shown on the Plat of North Shore.

- - - - - - - - - - -

FILED

1956 JUN 19 AM 10:16

SADIE F. SWEETMAN
616 Gallatin Street
Washington, D. C.
And any and all persons having or claiming to have any interest in the following described real estate, located in the Second Election District of Anne Arundel County, to wit:

Lots 13-14, Block 40 as shown on the Plat of Epping Forest.

- - - - - - - - - - -

ANNIE C. GALLAGHER
1629 Columbia Road, N. W.
Washington, D. C.
MATILDA J. GALLAGHER and
CECELIA F. GALLAGHER
1515 Park Road, N. W.
Washington, D. C.
And any and all persons having or claiming to have any interest in the following described real estate, located in the Second Election District of Anne Arundel County, to wit:

Lots 7-8, Block 142, Section D, Lot 8, Block 62, Section F, as shown on the Plat of Herald Harbor.

- - - - - - - - - - -

J. PAYNE SMITH
2850 West Lanvale Street
Baltimore, Maryland
And any and all persons having or claiming to have any interest in the following described real estate, located in the Second Election District of Anne Arundel County, to wit:

Lot 8, Block 76, Section D, as shown on the Plat of Herald Harbor.

- - - - - - - - - - -

LAWRENCE CALDWELL and
WILLIE CALDWELL, his wife,
111 Slater Road
Baltimore, Maryland
And any and all persons having or claiming to have any interest in the following described real estate, located in the Third Election District of Anne Arundel County, to wit:

1 Lot or 1.67 Acres and Improvements, situated on East side Freetown Road at Freetown.

- - - - - - - - - - -

Defendants

BILL OF COMPLAINT TO FORECLOSE EQUITIES OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Plaintiff complaining says:

1. That it is a corporation duly organized and existing under the laws of the State of Delaware and duly registered and qualified in

the State of Maryland, and brings this action for the purpose of foreclosing the rights of redemption in and to the properties hereinafter set forth under and by virtue of Sections 69-114 inclusive and admendments thereto, of Article 81 of the Annotated Code of Maryland (1951 Edition).

2. That on October 11, 1954, your Plaintiff, at a regular tax sale, purchased from Joseph H. Griscom, Sr., Treasurer of Anne Arundel County, and Collector of Taxes for the State of Maryland and Anne Arundel County, and received Certificates of Tax Sale therefor from said Collector of Taxes to the following real estate located in Anne Arundel County, to wit:

(1) Certificate No. 2514 - Lot 3, Section C, 100 x 96 as shown on Plat of South River Park, First Election District and assessed to William and Lilly M. Stallings.

(2) Certificate No. 2534 - Lot 23 and Improvements as shown on the Plat of North Shore, Third Election District and assessed to Mary Lattio.

(3) Certificate No. 2564 - Lots 13-14, Block 40 as shown on the Plat of Epping Forest, Second Election District and assessed to Sadie F. Sweetman.

(4) Certificate No. 2564 - Lots 7-8, Block 142, Section D; Lot 8, Block 62, Section F, as shown on the Plat of Herald Harbor, Second Election District and assessed to Annie C. Gallagher.

(5) Certificate No. 2567 - Lot 8, Block 76, Section D, as shown on the Plat of Herald Harbor, Second Election District and assessed to J. Payne Smith.

(6) Certificate No. 2572 - 1 Lot or 1.67 Acres and Improvements situated on East side of Freetown Road at Freetown, Third Election District and assessed to Lawrence Caldwell and Willie Caldwell, his wife.

3. That said Tax Sale Certificates as hereinabove set forth, to wit: Numbers 2514, 2534, 2563, 2564, 2567 & 2572, dated October 11, 1954, setting forth the aforesaid sales to your Plaintiff, are attached hereto and filed herewith as "Plaintiff's Exhibits" Numbers 1-6 inclusive and are prayed to be read and considered a part hereof as fully as if incorporated herein.

4. That a diligent and careful search of the Land Records, Law and Equity Records, Tax and Assessment Records and the Records of the Register of Wills of Anne Arundel County reveals:

(1) (a) That William S. and Lilly Mae Stalling, his wife, also known as Stallings, are the record owners of Lot 3, Section C, 100 x 96 as shown on the Plat of South River Park by virtue of a Deed dated August 29, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 428, folio 380, from Frank L. Warfield.

(b) That the Defendant, Central Building Company, a Delaware body corporate, origianlly owned said lot and same was sold at Tax Sale on October 11, 1943 to Frank L. Warfield, Tax Sale No. 6137; and that this Defendant is joined herein for the purpose of releasing any interest which it might still have in said lot.

(c) That the Defendants Carroll H. Hynson, Labovitz, Inc. and Western Maryland Dairy, Inc. are judgment creditors of record in the Circuit Court for Anne Arundel County against said Defendants William A. Stallings and Lilly Mae Stallings, his wife.

(2) That Mary N. Lotito, Carmen J. Lotito, Lucas F. Lotito and Rose M. Lotito are the record owners as joint tenants and not as tenants in common of Lot 23 and improvements as shown on the Plat of North Shore, Third Election District.

(3) That Sadie F. Sweetman is the record owner of Lots 13-14, Block 40 as shown on the Plat of Epping Forest, Second Election District.

(4) That Matilda J. Gallagher and Cecelia F. Gallagher are the record owners of Lots 7-8, Block 142, Section D; Lot 8, Block 62, Section F as shown on the Plat of Herald Harbor, Second Election District, but the Defendant Annie C. Gallagher is erroneously described as the owner of same on the tax and assessment records.

(5) That J. Payne Smith is the record owner of Lot 8, Block 76, Section D, as shown on the Plat of Herald Harbor, Second Election District.

(6) That Lawrence Caldwell and Willie Caldwell, his wife, are the record owners of 1 Lot or 1.67 Acres and Improvements situated on East Side of Freetown Road at Freetown, Third Election District.

5. That the aforementioned and described real estate has not been redeemed by the Defendants herein nor by anyone claiming through them, although more than one year and a day has elapsed from the aforesaid date of the aforesaid tax sale.

6. That the Plaintiff purchased all the land hereinabove mentioned at the aforesaid tax sale held on October 11, 1954, as required by statute in such cases made and provided under the laws of the State of Maryland, said properties having been advertised and sold for taxes due, in arrears unpaid for the years 1953 and 1954 to Anne Arundel County and Plaintiff bid and paid for the aforesaid Tax Sale Certificates the following amounts:

CERTIFICATE NO.	BID	PRICE PAID
(1) 2514	$100.00	$ 28.23
(2) 2534	200.00	125.17
(3) 2563	23.57	23.57
(4) 2564	33.00	29.27
(5) 2567	17.28	17.28
(6) 2572	100.00	86.46

7. That the amounts necessary for redemption of each of the aforesaid Tax Sale Certificates are as follows:

CERTIFICATE NO.	AMOUNT DUE
(1) 2514	$ 28.23
(2) 2534	125.17
(3) 2563	23.57
(4) 2564	29.27
(5) 2567	17.28
(6) 2572	86.44

Plus taxes to date, penalties, interest and the total disbursements of the holder of the Certificates of Tax Sale and costs on each of the above Certificates.

TO THE END THEREFORE, YOUR PLAINTIFF PRAYS:

1. That Writs of Subpoenae be issued and served upon the Defendants herein commanding them to appear in this Court on some day certain to be named therein and make answer thereto.

2. That an Order of Publication be granted unto your Plaintiff, directed to the Defendants and to all parties in interest, commanding them to appear in this Court on some certain day to be stated therein and answer the exigencies of this Bill of Complaint.

3. That this Court enter a Final Decree foreclosing all rights of redemption of the Defendants and all persons having or claiming to have any interest in the hereinabove described property.

4. That the Final Decree herein provide that the Treasurer for Anne Arundel County execute to Plaintiff a Deed to the properties herein involved vesting in Plaintiff a good and marketable title, indefeasible and absolute, in fee simple and free and clear of any and all liens, claims and encumbrances to date of said Decree.

5. And for such other and further relief as the nature of this case may require and may seem just and proper to this Court.

And as in duty bound, etc.

SOUTHERN MUNICIPAL CORPORATION

By: C. Maurice Weidemeyer
C. Maurice Weidemeyer, Pres.

C. Maurice Weidemeyer

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

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

C. MAURICE WEIDEMEYER, being first duly sworn and on oath deposes and says that he is the President of SOUTHERN MUNICIPAL CORPORATION, Plaintiff herein, and he has read the foregoing Bill of Complaint to Foreclose Equities of Redemption by him signed and knows the oontents thereof and verily believes same to be true to the best of his knowledge and belief.

C. Maurice Weidemeyer

SUBSCRIBED and SWORN to before me this 18th day of June, 1956

Basil E. Moore, Jr.-Notary Public

LIBER 99 PAGE 576

Nº 2514 CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr. County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 11th 1954, I sold to So. Municipal at public auction for the sum of 100 Dollars and 00 Cents, of which 28.23 Dollars has been paid as a deposit on the property in 1 District described as Lot 3 Sec. C 100X 96 as shown on plat of South River Park.

and assessed to Wm & Lillie M. Stallings

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12th 1955, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 11 day of Oct 1954

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11 day of October, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H Griscom Sr, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 2, 1955

PLAINTIFF'S EXHIBIT NO. 1

7

LIBER 99 PAGE 577

Nº 2534 CERTIFICATE OF TAX SALE

JOSEPH H. GRISCOM, Sr.

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 11th 1954, I sold to Mo Municipal at public auction for the sum of 200 Dollars and ____ Cents, of which 125.17 Dollars has been paid as a deposit on the property in 3rd Dist described as Lot 23 Impo as shown on the plat of North Shore.

and assessed to Mary Lattie

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12th 1955, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 11 day of Oct 1954

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11 day of October, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 2, 1955

PLAINTIFF'S EXHIBIT NO. 2

8

LIBER 99 PAGE 578

Nº 2563 CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., *County Treasurer*, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 11th 1954, I sold to Mo. Municipal at public auction for the sum of 23 Dollars and 57 Cents, of which 23 57 Dollars has been paid as a deposit on the property in 2 District described as Lots 13-14 Blk 40 as shown on the plat of Epping Forest,

and assessed to Sadie H. Sweetman

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12th 1955, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 11 day of Oct 1954

Joseph H. Griscom Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11 day of October, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H Griscom Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterbens
Notary Public

My Commission Expires May 2, 1955

PLAINTIFF'S EXHIBIT NO. 3

9

LIBER 99 PAGE 579

No. 2564 CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr. (County Treasurer), Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 11th 1954, I sold to Municipal at public auction for the sum of 33 Dollars and 00 Cents, of which 29.27 Dollars has been paid as a deposit on the property in 2 District described as Lots 7-8 Blk 142 Sec D. Lot 8 Blk 62 Sec D. as shown on the plat of Herald Harbor.

and assessed to Annie C. Gallagher

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12th 1955, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 11 day of Oct 1954

Joseph H. Griscom Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11 day of October, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public

My Commission Expires May 2, 1955

PLAINTIFF'S EXHIBIT NO. 4

10

LIBER 99 PAGE 580

No. 2567 CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the
County Treasurer
County of Anne Arundel, hereby certify that on October 11th 1954, I sold to So Municipal at public auction for the sum of 17 Dollars and 28 Cents, of which 17.28 Dollars has been paid as a deposit on the property in 2 District described as Lot 8 Blk 76 Sec D as shown on the plat of Herald Harbor.

and assessed to J Payne Smith

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12th 1955, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 11 day of Oct 1954

Joseph H. Griscom Jr
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11 day of October, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H Griscom Sr, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 2, 1955

Plaintiff's Exhibit No. 5

11

C. Maurice Weidemeyer
Basil E. Moore, Jr.
236 Main Street
Annapolis, Maryland
Attorneys

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

SOUTHERN MUNICIPAL CORPORATION, a body corporate of the State of Delaware
236 Main Street
Annapolis, Maryland

vs.

IN EQUITY
EQUITY NO. 11,782

WILLIAM STALLINGS and LILLIY M. STALLINGS, his wife, also known as William A. Stalling and Lilly Mae Stalling, Edgewater, Maryland.

CENTRAL BUILDING COMPANY, a Delaware Corporation, Woodward Building, Washington, D. C.

CARROLL H. HYNSON, Judgment Creditor, 62 Calvert Street, Annapolis, Maryland

LABOVITZ, INC., Judgment Creditor, c/o Rubin A. Labovitz, 18 Chesapeake Avenue, Eastport, Annapolis, Maryland.

WESTERN MARYLAND DAIRY, INC., Judgment Creditor, 1125 Linden Avenue, Baltimore, Maryland.

MARY N. LOTITO, also known as Mary Lattio, CARMEN J. LOTITO, LUCAS F. LOTITO and ROSE M. LOTITO, 4300 White Avenue, Baltimore, Maryland.

SADIE F. SWEETMAN, 616 Gallantin Street, Washington, D. C.

ANNIE C. GALLAGHER, 1629 Columbia Road, N. W., Washington, D. C.

MATILDA J. GALLAGHER and CECELIA F. GALLAGHER, 1515 Park Road, N.W. Washington D. C.

J. PAYNE SMITH, 2850 West Lanvale Street, Baltimore, Maryland.

LAWRENCE CALDWELL and WILLIE CALDWELL, his wife, 111 Slater Road, Baltimore, Maryland.

AND any and all persons having or claiming to have any interest in the following described real estate, located in Anne Arundel County, Maryland, to wit:

DISTRICT	DESCRIPTION	CERT. NO.
(1) First	Lot 3, Section C, 100 x 96, as shown on the Plat of South River Park.	2514
(2) Third	Lot 23 and Improvements as shown on the Plat of North Shore	2534

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DISTRICT	DESCRIPTION	CERT. NO.
(3) Second	Lots 13 and 14, Block 40 as shown on the Plat of Epping Forest.	2563
(4) Second	Lots 7 and 8, Block 142, Section D; Lot 8, Block 62, Section F, as shown on the Plat of Herald Harbor.	2564
(5) Second	Lot 8, Block 76, Section D, as shown on the Plat of Herald Harbor.	2567
(6) Third	1 Lot or 1.67 Acres and Improvements situated on East side of Freetown Road at Freetown.	2572

ALL as substantially described in Certificates of Tax Sale sold by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, to SOUTHERN MUNICIPAL CORPORATION, Plaintiff, on October 11, 1954, for amounts in said Certificates hereinafter set forth.

Defendants

ORDER OF PUBLICATION

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the Defendants in and to the following described property located in Anne Arundel County, Maryland, and sold on the 11th day of October, 1954, by Joseph H. Griscom, Sr., County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, to SOUTHERN MUNICIPAL CORPORATION, Plaintiff in these proceedings, for taxes due for the years 1953 and 1954, by the following Tax Sale Certificates and assessed and described on the Books of Assessment and Taxation as follows:

(1) Certificate No. 2541 - Lot 3, Section C, 100 x 96 as shown on Plat of South River Park, First Election District and assessed to William and Lilly M. Stallings and sold to Plaintiff for $100.00 of which sum $28.23 has been paid on account.

(2) Certificate No. 2534 - Lot 23 and Improvements as shown on the Plat of North Shore; Third Election District and assessed to Mary Lattio and sold to Plaintiff for $200.00 of which sum $125.17 has been paid on account.

14

(3) Certificate No. 2563 - Lots 13-14, Block 40 as shown on the Plat of Epping Forest, Second Election District and assessed to Sadie F. Sweetman and sold to Plaintiff for $23.57 which sum has been paid.

(4) Certificate No. 2564 - Lots 7-8, Block 142, Section D; Lot 8, Block 62, Section F, as shown on the Plat of Herald Harbor, Second Election District and assessed to Annie C. Gallagher and sold to Plaintiff for $33.00 of which sum $29.27 has been paid on account.

(5) Certificate No. 2567 - Lot 8, Block 76, Section D, as shown on the Plat of Herald Harbor, Second Election District and assessed to J. Payne Smith and sold to Plaintiff for $17.28 which sum has been paid.

(6) Certificate No. 2572 - 1 Lot or 1.67 Acres and Improvements situated on East side of Freetown Road at Freetown, Third Election District and assessed to Lawrence Caldwell and Willie Caldwell, his wife, and sold to Plaintiff for $100.00 of which sum $86.46 has been paid on account.

The Bill of Complaint states, among other things, that the amounts necessary for redemption have not been paid although more than a year and a day have elapsed since the date of said sale, October 11, 1954.

It is thereupon this 19 day of June, 1956, by the Circuit Court for Anne Arundel County, in Equity,

ORDERED, that notice be given by the insertion of a copy of this Order of Publication in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks before the 22 day of August, 1956, next, warning the said William Stallings and Lilliy M. Stallings, his wife, also known as William A. Stalling and Lilly Mae Stalling; Central Building Company; Carroll H. Hynson; Labovitz, Inc.; Western Maryland Dairy, Inc.; Mary N. Lotito, also known as Mary Lattio, Carmen J. Lotito, Lucas F. Lotito and Rose M. Lotito; Sadie F. Sweetman; Annie C. Gallagher, Matilda J. Gallagher and Cecelia F. Gallagher; J. Payne Smith and Lawrence Caldwell and Willie Caldwell, his wife, and any and all persons having or claiming to have any

15

interest in the above mentioned parcels of land and all persons interested in said property to be and appear in this Court in proper person or by solicitor on or before the 22 day of August, 1956, and redeem the aforementioned property and answer the Bill of Complaint or thereafter a Final Decree will be passed foreclosing all rights of redemption in the aforesaid properties and vesting in Plaintiff, SOUTHERN MUNICIPAL CORPORATION, a title free and clear of all encumbrances.

George T. Cromwell, Clerk.
George T. Cromwell, Clerk

SOUTHERN MUNICIPAL CORPORATION	*	IN THE CIRCUIT COURT
Plaintiff	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
WILLIAM STALLINGS and LILLY M. STALLINGS, his wife, et al,	*	EQUITY NO. 11,782
Defendants	*	
	***	

ANSWER OF WILLIAM A. STALLINGS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer and Disclaimer of William A. Stallings, in propria persona, to the Bill of Complaint in this matter, respectfully shows:

1. That he neither admits nor denies the allegations of Paragraph No. 1.

2. That he admits the allegations of Paragraph No. 2 and No. 3 as they pertain to Lot 3, Section C, 100 x 96, as shown on the Plat of South River Park, First Election District and assessed to William and Lilly M. Stallings.

3. He admits the allegations of Paragraph No. 4 as pertains to the aforesaid lot and states that Lilly M. Stallings departed this life on the first day of July, 1953 and left this Defendant as the full owner of the aforesaid lot.

4. That he admits so much of Paragraph No. 5 as relates to his own land, but having no knowledge of or interest in the other lands, he neither admits nor denies as to them.

5. That he admits the allegations of Paragraph No. 6 to the extent that Plaintiff purchased this Defendant's lot at tax sale, as shown on the schedule in said Paragraph.

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17

6. That he admits so much of the allegations of Paragraph No. 7 as applies to Certificate No. 2514.

7. Further answering the Bill of Complaint, this Defendant says that because of a prior tax sale out of Central Building Company affecting the title to the aforesaid lot, and also because of judgment liens against said lot and mentioned in this suit, this Defendant deemed that he did not have sufficient equity in said lot to justify further payment of taxes and for that reason failed and refused to further pay taxes and now disclaims any further interest in said lot and consents to a decree foreclosing any and all equity of redemption he may have in said lot.

William A. Stallings
William A. Stallings, Defendant
In propria persona

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 21st day of August, 1956, before me, the subscriber, a Notary Public of the state and county aforesaid, personally appeared William A. Stallings, who signed the foregoing Answer and Disclaimer and acknowledged the matters and facts therein contained as true, to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Basil E. Moore Jr.
Notary Public

Copy received:

Maurice Wiedemeyer
Attorney for Plaintiff

18

C. MAURICE WEIDEMEYER
BASIL E. MOORE, JR.
Attorneys
236 Main Street,
Annapolis, Maryland

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND IN EQUITY EQUITY NO. 11,782

SOUTHERN MUNICIPAL CORPORATION, a body corporate of the State of Delaware, 236 Main Street, Annapolis, Maryland

Vs.

WILLIAM STALLINGS and LILLIE M. STALLINGS, his wife, also known as William A. Stalling and Lilly Mae Stalling, Edgewater, Maryland.

CENTRAL BUILDING COMPANY, a Delaware Corporation, Woodward Building, Washington, D. C.

CARROLL H. HYNSON, Judgment Creditor, 62 Calvert Street, Annapolis, Maryland.

LABOVITZ, INC., Judgement Creditor, c/o Rubin A. Labovitz, 18 Chesapeake Avenue, Eastport, Annapolis, Maryland.

WESTERN MARYLAND DAIRY, INC., Judgement Creditor, 1125 Linden Avenue, Baltimore, Maryland.

MARY N. LOTITO, also known as Mary Lottie, CARMEN J. LOTITO, LUCAS F. LOTITO and ROSE M. LOTITO, 4309 White Avenue, Baltimore, Maryland.

SADIE F. SWEETMAN, 616 Gallantin Street, Washington, D. C.

ANNIE C. GALLAGHER, 1629 Columbia Road, N. W., Washington, D. C.

MATILDA J. GALLAGHER and CECELIA F. GALLAGHER, 1515 Park Road, N. W. Washington, D. C.

J. PAYNE SMITH, 2850 West Lanvale Street, Baltimore, Maryland.

LAWRENCE CALDWELL and WILLIE CALDWEL, his wife, 111 Slater Road, Baltimore, Maryland.

AND any and all persons having or claiming to have any interest in the following described real estate, located in Anne Arundel County, Maryland, to wit:

District	Description	Cert. No.
(1) First	Lot 3, Section C, 100 x 96, as shown on the Plat of South River Park.	2514
(2) Third	Lot 23 and Improvements as shown on the Plat of North Shore.	2534
(3) Second	Lots 13 and 14, Block 40 as shown on the Plat of Epping Forest.	2563
(4) Second	Lots 7 and 8, Block 142, Section D; Lot 8, Block 62, Section F, as shown on the Plat of Herald Harbor.	2504
(5) Second	Lot 8, Block 76, Section D, as shown on the Plat of Herald Harbor.	2567
(6) Third	1 Lot or 1.67 Acres and Improvements situated on East side of Freetown Road at Freetown.	2572

ALL as substantially described in Certificates of Tax Sale sold by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, to SOUTHERN MUNICIPAL CORPORATION, Plaintiff, on October 11, 1954, for amounts in said certificates hereinafter set forth.

Defendants

LIBER 99 PAGE 587 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 24, 1956

We hereby certify, that the annexed Order Publication Eq. 11782 Property Southern Municipal Corporation

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 22nd day of August, 1956. The first insertion being made the 21st day of June, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

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By Virginia

Order Of Publication

LIBER 99 PAGE 588

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the Defendants in and to the following described property located in Anne Arundel County, Maryland, and sold on the 11th day of October, 1954, by Joseph H. Griscom, Sr., County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, to SOUTHERN MUNICIPAL CORPORATION, Plaintiff in these proceedings, for taxes due for the years 1953 and 1954, by the following Tax Sale Certificates and assessed and described on the Books of Assessment and Taxation as follows:

1) Certificate No. 2541—Lot 3, Section C. 100 x 96 as shown on Plat of South River Park, First Election District and assessed to William and Lilly M. Stallings and sold to Plaintiff for $100.00 of which sum $28.23 has been paid on account.

(2) Certificate No. 2534—Lot 23 and Improvements as shown on the Plat of North Shore, Third Election District and assessed to Mary ettio, and sold to Plaintiff for $200.00 of which sum $125.17 has been paid on account.

(3 Certificate No. 2503—Lots 13-14, Block 40 as shown on the Plat of Spring Forest, Second Election District and assessed to Sadie F. Sweetman and sold to Plaintiff for $23.57 which sum has been paid.

(4) Certificate No. 2564—Lots 7-8, Block 142, Section D; Lot 8, Block 62, Section F, as shown on the Plat of Herald Harbor, Second Election District and assessed to Anne C. Gallagher and sold to Plaintiff for $33.00 of which sum $29.27 has been paid on account

(5) Certificate No. 2567—Lot 8, Block 70, Section D, as shown on the Plat of Herald Harbor, Second Election District and assessed to J. Payne Smith and sold to Plaintiff for $17.28 which sum has been paid.

(6) Certificate No. 2572—1 Lot or 1.67 Acres and improvements situated on East side of Freetown Road at Freetown, Third Election District and assessed to Lawrence Caldwell and Willie Caldwell, his wife, and sold to Plaintiff for $100.00 of which sum $80.46 has been paid on account.

The Bill of Compiaint states, among other things, that the amounts necessary for redemption have not been paid although more than a year and a day have elapsed since the date of said sale, October 11, 1954.

It is thereupon this 10th day of June, 1956, by the Circuit Court for Anne Arundel County, in Equity,

ORDERED, that notice be given by the insertion of a copy of this Order of Publication in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks before the 22nd day of August, 1956, next, warning the said William Stallings and Lilly M. Stallings, his wife, also known as William A. Stalling and Lilly Mae Stalling; Central Building Company; Carroll H. Hynson; Lubovits, Inc.; Western Maryland Dairy, Inc.; Mary N. Lotito, also known as Mary Lotito, Carmen J. Lotito, Lucas F. Lotito and Rose M. Lotito;; Sadie F. Sweetman; Annie C. Gallagher, Matilda J. Gallagher and Cecelia F. Gallagher; J. Payne Smith and Lawrence Caldwell and Willie Caldwell, his wife, and any and all persons having or claiming to have any interest in the above mentioned parcels of land and all persons interested in said property to be and appear in this Court in proper person or by solicitor on or before the 22nd day of August, 1956, and redeem the aforementioned property and answer the Bill of Complaint or thereafter a Final Decree will be passed foreclosing all rights of redemption in the aforesaid properties and vesting in Plaintiff, SOUTHERN MUNICIPAL CORPORATION, a title free and clear of all encumbrances.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

jy-12

SOUTHERN MUNICIPAL CORPORATION, Plaintiff	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
WILLIAM A. STALLINGS, et al., Defendants	:	EQUITY NO. 11,782
	:	

:::::::::

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the Order of Publication heretofore issued herein has been duly published in the "Maryland Gazette", a newspaper of general circulation in Anne Arundel County, as prescribed by said Order against the Defendants, Central Building Company, Carroll H. Hynson, Labovitz, Inc., Western Maryland Dairy, Inc., Sadie F. Sweetman, Annie C. Gallagher, Matilda J. Gallagher, Cecelia F. Gallagher and J. Payne Smith and all persons having or claiming to have any interest in the real estate therein described, as assessed to said Defendants and sold to Plaintiff on the 11th. day of October, 1954, for non-Payment of taxes due for the years 1953 and 1954.

And it further appearing that the subpoenas issued out of this Court directed to the resident Defendants, Carroll H. Hynson, Labovitz, Inc., Western Maryland Dairy, Inc. and J. Payne Smith were duly served on said Defendants as will more fully appear by the Sheriff's returns filed herein.

And it further appearing that said Defendants have failed to enter their appearance herein either in person or by solicitor, have failed to file an Answer to the Bill of Complaint, and the time within which said Defendants could so appear and file an Answer having now expired, it is thereupon this 28th day of August, 1956, by the Circuit Court for Anne Arundel County, in Equity,

ADJUDGED, ORDERED and DECREED that the Bill of Complaint be, and the same is hereby taken Pro Confesso against the Defendants, Central Building Company; Carroll H. Hynson; Labovitz, Inc.; Western Maryland Dairy, Inc.; Sadie F. Sweetman; Annie C. Gallagher; Matilda J. Gallagher; Cecelia F. Gallagher and J. Payne Smith and all persons having or claiming to have any interest in the real estate therein described as same is assessed to said Defendants and dis-

cribed on the Books of the County Treasurer, and sold as foresaid to the Plaintiff on the 11th. day of October, 1954.

Benjamin Nicholson
JUDGE

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SOUTHERN MUNICIPAL CORPORATION	*	IN THE CIRCUIT COURT
Plaintiff	*	for
vs.	*	ANNE ARUNDEL COUNTY
WILLIAM STALLINGS, et al.	*	EQUITY NO. 11,782
Defendants	*	

***

STIPULATION AND ORDER OF COURT

It is stipulated and agreed between Southern Municipal Corporation, a body corporate, Plaintiff, and Annie C. Gallagher, also known as Anne C. Gallagher, one of the Defendants herein, that the following amounts must be paid in order that the Defendant, Annie C. Gallagher, also known as Anne C. Gallagher, may redeem the property described in Tax Sale Certificate No. 2564, filed in these proceedings:

To be paid to the County Treasurer of Anne Arundel County:		
Deposit----------	$29.27	
1955 Interest-----	.39	
1955 Tax Bills----	3.05	
	1.22	
1956 Interest-----	.11	
1956 Tax Bills----	1.13	
	2.26	
Interest to Purchaser---------	2.78	
	$40.21	$40.21
To Certificate holder:		
Advertising--------	$21.25	
Clerk of Court, Costs ----------	12.00	
Attorney's fee ---	25.00	
Title examination-	25.00	
	$83.25	83.25
		$123.46

C. Maurice Weidemeyer
C. Maurice Weidemeyer

Basil E. Moore, Jr.
Basil E. Moore, Jr.
Attorneys for Plaintiff

Anne C. Gallagher
Anne C. Gallagher, also known as Annie C. Gallagher

No. 11,782
Equity

LIBER 99 PAGE 592

ORDER OF COURT

UPON the aforegoing Stipulation, it is this 28th day of September, 1956, by the Circuit Court for Anne Arundel County in Equity,

ORDERED, that the amounts necessary to redeem the property described in Tax Sale Certificate No. 2564, are:

To be paid to the County Treasurer of Anne Arundel County:		
Deposit----------	$29.27	
1955 Interest ----	.39	
1955 Tax Bills ---	3.05	
	1.22	
1956 Interest ----	.11	
1956 Tax Bills ---	1.13	
	2.26	
Interest to Purchaser---------	2.78	
	$40.21	$40.21
To Certificate holder:		
Advertising-------	$21.25	
Clerk of Court, Costs ----------	12.00	
Attorney's fee ---	25.00	
Title examination-	25.00	
	$83.25	83.25
		$123.46

Benjamin Michaelson
JUDGE

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23

SOUTHERN MUNICIPAL CORPORATION, Plaintiff	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
WILLIAM STALLINGS, et al, Defendants	:	EQUITY NO. 11,782
	:	

ORDER OF SATISFACTION

Mr. Clerk:

Please enter the above case "settled" and the property "redeemed" as to the Defendant, Annie C. Gallagher, also known as Anne C. Gallagher, and all persons having or claiming to have any interest in the property described in Tax Sale Certificate No. 2564, filed in these proceedings.

C. Maurice Weidemeyer
C. Maurice Weidemeyer

Basil E. Moore, Jr.
Basil E. Moore, Jr.
Attorneys for Plaintiff

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24

SOUTHERN MUNICIPAL CORPORATION,	*	IN THE CIRCUIT COURT
Plaintiff	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
WILLIAM STALLINGS, et al.	*	IN EQUITY
Defendants	*	EQUITY NO. 11,782

***

FINAL DECREE FORECLOSING EQUITIES OF REDEMPTION

The proceedings in this cause having been read and considered and it appearing to the Court that subpoenas issued out of this Court directed to the Maryland resident defendants, William Stallings, also known as William A. Stalling, Carroll H. Hynson, Labovitz, Inc., Western Maryland Dairy, Inc., and J. Payne Smith have been duly served as will more fully appear from the Sheriffs' returns filed herein and the Answer of William A. Stallings having been filed herein.

And it further appearing that the non-resident defendants, namely, Central Building Company and Sadie F. Sweetman,have all been duly served by publication, a copy of which has been filed herein.

And it further appearing that a decree pro-confesso was entered herein on August 28, 1956 against said defendants, to wit: Central Building Company, Carroll H. Hynson, Labovitz, Inc., Western Maryland Dairy, Inc., Sadie F. Sweetman and J. Payne Smith, and that none of the aforesaid parties against whom the decree pro confesso was entered have entered their appearances herein or filed an answer in these proceedings, it is by the Circuit Court for Anne Arundel County sitting in Equity this 3d day of October, 1956,

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ADJUDGED, ORDERED and DECREED that all equities of redemption to the properties mentioned herein of the defendants; William Stallings, also known as William A. Stalling, Central Building Company, Carroll H. Hynson, Labovitz, Inc., Western Maryland Dairy, Inc., Sadie F. Sweetman and J. Payne Smith and any any all persons having or claiming to have any right, title or interest in the hereinafter described properties, be and they are hereby forever foreclosed, and as between the parties to this suit, an absolute and indefeasible title in fee simple vests in the Plaintiff in and to the following described properties sold to the Plaintiff on the 11th day of October, 1954 for non-payment of taxes for the years 1953 and 1954, to wit:

Certificate No. 2514 - Lot 3, Section C, 100 x 96 as shown on the Plat of South River Park, First Election District and assessed to William and Lilly M. Stallings.

Certificate No. 2563 - Lots 13-14, Block 40 as shown on the Plat of Epping Forest, Second Election District and assessed to Sadie F. Sweetman.

Certificate No. 2567 - Lot 8, Block 76, Section D, as shown on the Plat of Herald Harbor, Second Election District and assessed to J. Payne Smith.

free and clear of all alienations and descents of said property occurring prior to this Decree, and free of all encumbrances thereon, except taxes accruing subsequent to the tax sale mentioned in this cause and public easements to which said property mentioned in this cause and public proceedings is subject, and it is further

ORDERED that the Treasurer of Anne Arundel County, Maryland, Collector of State and County Taxes, execute and deliver to the Southern Municipal Corporation, Plaintiff in these proceedings, a Deed of Conveyance to the aforesaid lots and parcels of land and improvements, upon payment by the Plaintiff to the said Treasurer of such taxes as may be due thereon, and the balance

of the purchase price of the aforesaid certificates, if any, and it is further

ORDERED that the Plaintiff pay the costs of these proceedings.

Benjamin Michaelson
JUDGE

24

ORDER OF COURT

UPON THE FOREGOING PETITION, it is this 16th day of November, 1956, by the Circuit Court for Anne Arundel County, sitting in Equity, ORDERED, that Lawrence Caldwell and Willie Caldwell, his wife, be, and they are hereby, permitted to redeem the property mentioned in said Petition upon payment of such amount or amounts as this Court by subsequent order shall fix as necessary for redemption; and it is further ORDERED that Southern Municipal Corporation, Complainants, be and it is hereby allowed to withdraw Tax Sale Certificate No. 2572 from these proceedings.

Benjamin Michaelson
Judge

Tax Sale Certificate No. 2572 withdrawn this 19th day of November, 1956.

By: Walter E. Mooney Jr.

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27

SOUTHERN MUNICIPAL CORPORATION 236 Main Street Annapolis, Maryland	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
LAWRENCE CALDWELL and WILLIE CALDWELL, his wife, 111 Slater Road Baltimore, Maryland, et al, etc.	:	No. 11,782 Equity

PETITION TO REDEEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Lawrence Caldwell and Willie Caldwell, his wife, by Morris Turk, their Solicitor, respectfully represent:

1. That your Petitioners are the owners of 1 Lot or 1.67 Acres and Improvements, situated on East side Freetown Road at Freetown, Third Election Distric t, Anne Arundel County, Maryland, which is one of the properties involved in these proceedings.

2. That the aforementioned properties was sold through error by the Collector for Taxes for Anne Arundel County, purchased by the Southern Municipal Corporation at such tax sale and proceedings instituted to foreclose the equity of redemption on such property.

3. That your Petitioners desire to redeem the said property in order to clear the title, although the property was sold in error, and are willing to reimburse the Southern Municipal for their proportionate costs involved.

WHEREFORE your Petitioners pray an Order of this Honorable Court permitting them to redeem said property upon payment of such amount or amounts as this Court shall by subsequent Order fix as necessary for redemption in accordance with the provisions of Section 92 of Article 81 of the Annotated Code of Maryland, and that the Southern Municiapl Corporation be allowed to withdraw the Tax Sale Certificate No. 2572 from these proceedings in order that it may be presented to the Collector of Taxes for Anne Arundel County and be reimbursed the amount of the Tax Sale Certificate.

And as in duty bound, etc.

Morris Turk
Solicitor for Petitioners

I hereby certify that on this 16th day of November, 1956, I have personally delivered a copy of the foregoing Petition to C. Maurice Weidemeyer, Esq. and Basil E. Moore, Jr., Esquire, 236 Main St., Annapolis, Maryland.

Morris Turk, Solicitor

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SOUTHERN MUNICIAPL CORPORATION 236 Main Street Annapolis, Maryland	:	IN THE CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
LAWRENCE CALDWELL and WILLIE CALDWELL, et al, etc.	:	No. 11,782 Equity

AGREEMENT AND ORDER

It is agreed and stipulated between Counsel for Plaintiff and Defendants in the above styled cause that the following amounts are necessary to redeem the property mentioned in the above proceedings and contained in Certificate No. 2572.

1.	Interest to date	$9.53
2.	Proportionate share of Court costs	15.00
3.	Proportionate share of advertising	21.25
4.	Title Examination	25.00

C. Maurice Weidemeyer
C. Maurice Weidemeyer

Basil E. Moore, Jr.
Solicitors for Complainants

Morris Turk
Morris Turk
Solicitor for Respondents

ORDER FOR REDEMPTION AND DISMISSAL

MR. CLERK:

Please enter the above entitled cause "Dismissed, Settled and Property Redeemed" as to the property of Lawrence Caldwell and Willie Caldwell, his wife.

C. Maurice Weidemeyer
C. Maurice Weidemeyer

Basil E. Moore, Jr.
Basil E. Moore, Jr.
Solicitors for Complainant.

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28

SOUTHERN MUNICIPAL CORPORATION 236 Main Street Annapolis, Maryland	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
LAWRENCE CALDWELL and WILLIE CALDWELL, his wife, et al, etcs	:	N o. 11,782 Equity
	:	

ORDER OF COURT

Upon the foregoing Agreement as to Costs filed in this cause by the respective Counsel, it is this 16th day of November, 1956, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that the amounts necessary to redeem the property in these proceedings are:

1.	Proportionate share of Costs	$15.00
2.	Proportionate share of Advertising	21.25
3.	Title Examination	25.00
4.	Interest to date	9.53

AND it is further ORDERED, that upon payment of the Court Costs due the Clerk and the filing of an Order for Settlement and Redemption in this cause the property of the Defendants named herein, Lawrence Caldwell and Willie Caldwell, his wife, shall stand redeemed from the force and effect of the Plaintiff's Tax Sale and Certificate.

Benjamin Michaelson
Judge

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29