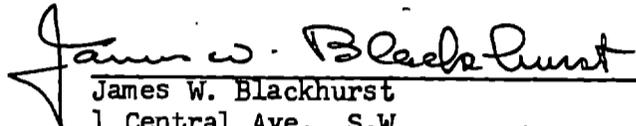


IN THE MATTER OF THE : IN THE  
MORTGAGED REAL ESTATE : CIRCUIT COURT  
OF GEORGE JENKINS : FOR  
: ANNE ARUNDEL COUNTY  
: : : : Equity No. 11,617

Mr. Clerk:

Please docket the above entitled Suit, file the within original mortgage and record Assignment thereon.

  
James W. Blackhurst  
1 Central Ave., S.W.,  
Glen Burnie, Maryland  
Solicitor for Assignee

JAN 14 1956  
Filed-----

No. 11,617 Equity

THIS MORTGAGE, made this 7<sup>th</sup> day of March, 1954, by and between GEORGE JENKINS of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and the COUNTY TRUST COMPANY OF MARYLAND, a corporation organized and existing under the laws of the State of Maryland hereinafter called the Mortgagee.

WHEREAS, the said Mortgagor is bona fide indebted to the Mortgagee in the full and just sum of Twelve Thousand Dollars (\$12,000.00) for money this day loaned by the Mortgagee to the Mortgagor, which sum is due and payable five (5) years after the date hereof with interest thereon at the rate of five per cent (5%) per annum, principal and interest being payable at the office of the Mortgagee in Glen Burnie, Maryland, or at such other place as the holder hereof may designate in writing, and the Mortgagor covenants to pay unto the Mortgagee no less than One Thousand and Two Hundred Dollars (\$1,200.00) per year, which yearly payment is to be applied towards the reduction of the principal debt, and the Mortgagor covenants to pay quarterly the interest to accrue on said principal debt at the rate of five per cent (5%) per annum.

AND it is further agreed that the said Mortgagor may have the privilege of paying any additional amount in excess of the stipulated payments.

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

AND WHEREAS, at the time of the making of the said loan, and as a condition precedent thereto, it was agreed by and between the parties hereto that the repayment of the same and of the interest thereon shall be secured by the execution hereof.

NOW THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, the said Mortgagor does hereby grant, convey, transfer and assign unto the said Mortgagee, its successors and assigns, all the lot of ground being, lying and situate in the Third Election District of Anne Arundel County, State of Maryland, and described as follows, viz:-

BEGINNING for the same at an iron pipe now set at the beginning of the land which by deed dated January 9th, 1937, and recorded among the Land



Records of Anne Arundel County in Liber F.A.M. No. 159, Folio 120, was conveyed by Mary C. Brent, et al, to Louis Rath, said point of beginning also being the beginning point of that parcel of land secondly described in the deed of even date and intended to be recorded among the Land Records of Anne Arundel County just prior hereto from Margaret F. A. Boyd and Jere L. Boyd, her husband, to Louis Rath, thence running N 7 degrees 18 minutes E 158.27 feet, thence N 3 degrees 20 minutes W 443.71 feet, thence N 17 degrees 11 minutes E 105.34 feet, thence N 37 degrees 04 minutes E 337.67 feet, thence N 33 degrees 34 minutes E 839.75 feet, thence N 47 degrees 29 minutes W 1824.5 feet to an iron pipe set at the end of the first course of Lot No. 4, thence S 33 degrees 40 minutes W 3993 feet following the west line of a road leading to the residence, thence leaving the west side of said road and running S 9 degrees 10 minutes W 264 feet, thence S 4 degrees 10 minutes W 297 feet, thence S 0 degrees 10 minutes W 247 $\frac{1}{2}$  feet, thence S 36 degrees 16 minutes W 236.2 feet to a stake in the woods the end of the 269th course of the first survey, thence N 74 degrees 57 minutes E 2545 $\frac{1}{2}$  feet to a large granite stone, thence N 44 degrees 57 minutes E 1217 feet to the place of beginning.

Second. Beginning for the same on the N 46 degrees 22 minutes E line of the entire tract 55.04 feet from an iron pipe now set at the beginning of the land the original beginning point in this deed being on the east side of the road and running thence N 4 degrees 51 minutes E 121.18 feet, thence N 3 degrees 20 minutes W 438.29 feet, thence N 17 degrees 11 minutes E 94.66 feet, thence N 37 degrees 04 minutes E 164.60 feet, thence S 69 degrees 55 minutes E 526 feet to a post set at the end of the N 41 degrees E 128 perches line of Liber S.H. No. 6, folio 119, thence leaving said post and running S 46 degrees 22 minutes W 839 feet, more or less, to the place of beginning.

The same being all that lot of ground which was conveyed by Josiah C. Armiger and Amelia Rebecca Armiger, his wife, to Joseph Armiger by deed dated the 23rd day of September, 1871, which is duly recorded among the Land Records of Anne Arundel County in Liber S. H. No. 6, folio 119, and therein particularly described by metes and bounds, courses and distances and said to be 197 acres of land, more or less, and by the said Joseph Armiger to Josiah C. Armiger and

Amelia Rebecca Armiger, his wife, by deed dated the 23rd day of September, 1871, and duly recorded among the aforesaid Land Records in Liber S.H. No. 6, folio 120, and by the said Josiah C. Armiger devised a two thirds interest therein to his wife Margaret E. E. Armiger and a one-third interest to his daughter Margaret Herget Boyd, said will being duly admitted to probate by the Orphans Court for Anne Arundel County and is recorded among the Testamentary Records thereof in Will Book Liber O.B.D. No. 4, folio 383, and the said remaining two thirds interest in Margaret E. E. Armiger having been devised to her daughter Margaret H. Boyd absolutely, said will having been admitted to probate by the Orphans Court for Anne Arundel County and is duly recorded among the Testamentary Records thereof in Will Book Liber G. T. C. No. 1, folio 497, saving and excepting therefrom, the 10.55 acre tract and also the road conveyed by the parties of the first part to Louis Rath by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County just prior hereto.

BEING the same property which was conveyed to the within-named Mortgagor by Lease dated March 23, 1939, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 196, Folio 221, by Margaret H. A. Boyd and Jere L. Boyd, her husband, said property subject to an annual rent of Two Cents (\$.02).

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

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns, in fee simple; for all the rest and residue of the term of years yet to come, and unexpired therein, with the right and benefit of renewal of said term forever, subject to the payment of the yearly rent of Two Cents (\$.02).

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all

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

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

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

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

3. That during the existence of this mortgage, he will keep the hereinbefore mentioned premises protected by fire insurance and such other hazard insurance as may be required by the Mortgagee, by obtaining a policy or policies of insurance issued by some insurance company satisfactory to the Mortgagee, in the amount of at least Twelve Thousand Dollars (\$12,000.00), said policy or policies to bear an endorsement making any loss payable to said Mortgagee as hereinafter provided in Section 4, and to deliver said policy or policies to said Mortgagee.

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

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

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

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

In case of default in any of the payments, covenants or conditions of this mortgage, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, or James W. Blackhurst, its Attorney, or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, its or their heirs, successors or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale of said property, under the powers hereby granted, the proceeds arising

from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of One Hundred Dollars (\$100.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same and in the event of a deficiency the Mortgagee shall have the right to obtain a Deficiency Judgment or Decree.

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

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

LIBER 823 PAGE 64

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

WITNESS:

James W. Blackhurst  
James W. Blackhurst

George A. Jenkins (SEAL)  
George Jenkins

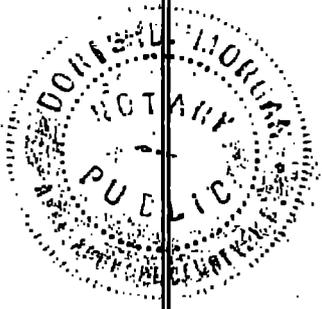
STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:-

I HEREBY CERTIFY, That on this 30<sup>th</sup> day of March, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George Jenkins, the above-named Mortgagor, and he acknowledged the foregoing mortgage to be his act.

AT the same time also personally appeared Ernest R. Smoot, Cashier of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

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

Doris B. Morgan  
Doris B. Morgan, Notary Public



Recorded-8th-April-1954-at-9:10-A.M.

<p><i>John H. Hopkins</i> MORTGAGE K 11614</p>	<p>GEORGE JENKINS FO</p>	<p>COUNTY TRUST COMPANY OF MARYLAND, Glen Burnie, Md.</p>	<p><i>Received for Record of 1/14/56 5:10 P.M. and the same day recorded in Liber J.H.H. No. 823 of Vol. 28, Land Records of Anne Arundel County</i></p> <p>JOHN H. HOPKINS, <i>Signature</i></p> <p><i>J.H.H.</i></p>	<p>JAMES WATTS BLACKHURST ATTORNEY AT LAW 1 CENTRAL AVENUE S. W. GLEN BURNIE MD.</p>	<p>FILED THE DAILY RECORD CO., BALTIMORE 2, MD.</p>
--------------------------------------------------------	------------------------------	---------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------	---------------------------------------------------------

We hereby assign the within mortgage to James W. Blackhurst for the purpose of foreclosure.  
As witness the Corporation Seal of County Trust Company of Maryland and the signature of its duly authorized officer:  
this 14th day of Jan 1956 A. D.

COUNTY TRUST COMPANY OF MARYLAND  
BY: James S. Billingslea  
James S. Billingslea, Vice-Pres.

*Ernest R. Smoot*  
Ernest R. Smoot, Asst. Secty.

*ASST*  
Received for Record 14 Day  
of Jan 1956, at 10:40 A.M.  
and the same day recorded in Liber  
G.T.C. H.H. No. 823 of Vol. 28 Land  
Records of Anne Arundel County  
GEORGE T. CROMWELL, Clerk  
10014

IN THE MATTER OF THE	:	IN THE
MORTGAGED REAL ESTATE	:	CIRCUIT COURT
OF GEORGE JENKINS	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	Equity No. 11,617
.....	:	

STATEMENT OF MORTGAGE CLAIM

Statement of the Mortgage Claim of the County Trust Company of Maryland, a body corporate, and James W. Blackhurst, Assignee for the purposes of foreclosure of said mortgage, under the Mortgage from George Jenkins to County Trust Company of Maryland, a body corporate, dated March 30, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 823, Folio 58 etc.:

Principal Amount of Mortgage		\$12,000.00
Amount paid on account		<u>900.00</u>
		\$11,100.00
Interest from 6-30-55 to 9-30-55	\$141.84	
Interest from 9-30-55 to 12-31-55	<u>141.84</u>	
	\$283.68	<u>283.68</u>
Total		\$11,383.68

After December 31, 1955, interest at the rate of \$1.54 per day.

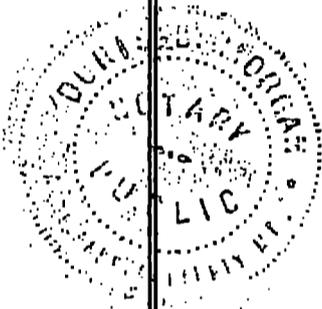
*James W. Blackhurst*  
 \_\_\_\_\_  
 James W. Blackhurst, Assignee  
 1 Central Avenue, S. W.  
 Glen Burnie, Maryland

Filed JAN 25 1956

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

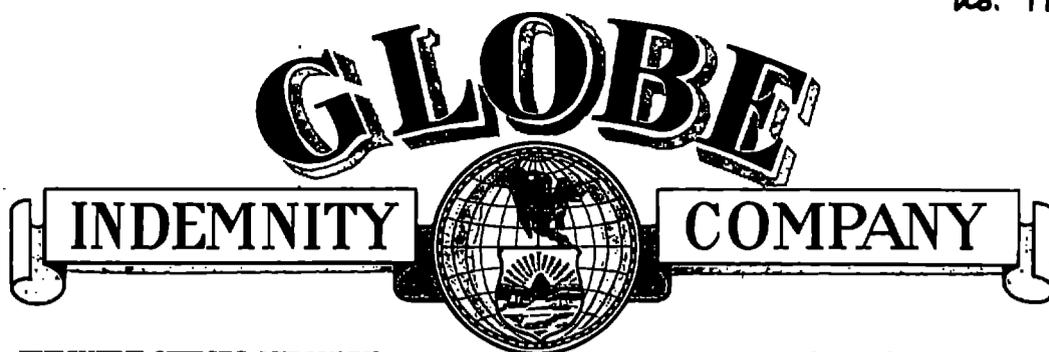
I HEREBY CERTIFY, that on this 17<sup>th</sup> day of January, in the year nineteen hundred and fifty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared JAMES W. BLACKHURST, assignee of the Mortgage dated March 30, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 823, Folio 58 etc. from George Jenkins to the County Trust Company of Maryland, a body corporate, the Complainant in the above-entitled cause, and made oath that the foregoing 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. At the same time also appeared Ernest R. Smoot, Cashier of County Trust Company of Maryland, a body corporate, and made oath that the foregoing 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.



Louis B. Morgan  
Notary Public

No. 11,617 Equity



EXECUTIVE OFFICES: NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, James W. Blackhurst, 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 THIRTY-FIVE THOUSAND DOLLARS (\$ 35,000.00), current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 8th day of February, 1956.

WHEREAS, by virtue of a power of sale contained in a mortgage from George A. Jenkins ----- to County Trust Company of Maryland, Equity 11,617, hearing date on or about the 30th day of March, 1954, the said James W. Blackhurst, as Attorney named in mortgage and as Assignee for purpose of foreclosure, is authorized and empowered to make sale of the property described in said mortgage in case default should occur in the principal debt secured by said mortgage or of the interest thereon in whole or in part. AND WHEREAS, default has occurred in the payment of the principal and interest aforesaid, and the said James W. Blackhurst, as Attorney named in mortgage and as Assignee for purpose of foreclosure, is about to execute said power and make sale of the property described in said mortgage.

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

WITNESS:

Margaret B. Hendrix  
Margaret B. Hendrix, as to all

James W. Blackhurst (SEAL)  
James W. Blackhurst, PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

By John H. Hopkins, IV  
John H. Hopkins, IV, Attorney at Law  
SURETY

Bond approved this 8 Feb. 1956.  
George S. Cromwell, clerk

Filed \_\_\_\_\_



Contract of Purchase

SAM W. PATTISON & CO.  
Auctioneers

407 N. Howard Street  
MULberry 5-1320

Baltimore, February 10, 1956

I have this day purchased at public auction sale from

James W. Blackhurst, Assignee

the Lessehold property known as Jenkins Farm located in third election district of Anne Arundel County

and more particularly described in the annexed advertisement which is made part hereof, upon the terms and conditions as set out in said advertisement, for the sum of \$8,000.00 Dollars,

of which (\$3,500.00) Dollars

have been paid on account of the purchase price, receipt of which is hereby acknowledged, the balance to be paid in cash.

WITNESS:

*[Signature]*

*[Signature]*  
Buyer

Buyer

*[Signature]* James W. Blackhurst  
Assignee  
Seller

Seller

Filed FEB 14 1956

13

James W. Blackhurst, Solicitor,  
1 Central Avenue, S.W.,  
Glen Burnie, Maryland.

**ASSIGNEE'S SALE  
OF VALUABLE  
LEASEHOLD PROPERTY**

**PROPERTY IS LOCATED IN THIRD ELECTION DISTRICT AND  
ENTRANCE IS ON ROAD TO VENTNOR YACHT CLUB**

LIBER. 100 PAGE 14

UNDER AND BY VIRTUE OF POWER OF SALE CONTAINED IN A MORTGAGE FROM GEORGE JENKINS TO COUNTY TRUST COMPANY OF MARYLAND A BODY CORPORATE DATED MARCH 30, 1894 AND RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER J. R. H. NO. 823, FOLIO 58, ETC., DEFAULT HAVING OCCURRED THEREUNDER, WHICH MORTGAGE HAS BEEN ASSIGNED TO JAMES W. BLACKHURST, ASSIGNEE, FOR THE PURPOSE OF FORECLOSURE, THE UNDERSIGNED ASSIGNEE WILL SELL AT PUBLIC AUCTION, AT THE COURT HOUSE DOOR, ANNAPOLIS, MD., ON

**FRIDAY, FEBRUARY 10, 1956  
AT 2 O'CLOCK P.M.**

ALL THAT LEASEHOLD PROPERTY situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

Beginning for the same at an iron pipe now set at the beginning of the land which by deed dated January 8, 1937, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 159, Folio 120, was conveyed by Mary C. Brent et al. to Louis Rath, said point of beginning also being the beginning point of that parcel of land secondly described in the deed aforesaid and intended to be recorded among the Land Records of Anne Arundel County, just prior hereto from Margaret H. A. Boyd and Jere L. Boyd, her husband, to Louis Rath, thence running N 7 degrees 18 minutes E 168.27 feet, thence N 3 degrees 20 minutes W 443.71 feet, thence N 17 degrees 11 minutes E 103.34 feet, thence N 37 degrees 40 minutes E 337.87 feet, thence N 33 degrees 34 minutes E 838.75 feet, thence 47 degrees 29 minutes W 182.45 feet to an iron pipe set at the end of the first course of Lot No. 4, thence S 33 degrees 40 minutes W 399.4 feet following the west line of a road leading to the residence, thence leaving the west side of said road and running S 9 degrees 10 minutes W 264 feet, thence S 4 degrees 10 minutes W 297 feet, thence S 0 degrees 10 minutes W 247 1/2 feet, thence S 38 degrees 16 minutes W 239.2 feet to a stake in the woods the end of the 269th course of the first survey, thence N 74 degrees 37 minutes E 254 1/2 feet to a large granite stone, thence N 44 degrees 57 minutes E 1217 feet to the place of beginning.

Second, Beginning for the same on the N 46 degrees 22 minutes E line of the entire tract 55.04 feet from an iron pipe now set at the beginning of the land the original beginning point in this deed being on the east side of the road and running thence N 4 degrees 51 minutes E 121.18 feet, thence N 3 degrees 20 minutes W 438.29 feet, thence N 17 degrees 11 minutes E 94.86 feet, thence N 37 degrees 04 minutes E 164.60 feet, thence S 69 degrees 53 minutes E 529 feet to a post set at the end of the N 41 degrees E 128 perches line of Liber S. H. No. 6, folio 110, thence leaving said post and running S 48 degrees 22 minutes W 839 feet, more or less, to the place of beginning.

The same being all that lot of ground which was conveyed by Josiah C. Armiger and Amelia Rebecca Armiger, his wife, to Joseph Armiger by deed dated the 23rd day of September, 1871, which is duly recorded among the Land Records of Anne Arundel County in Liber S. H. No. 6, folio 118, and therein particularly described by metes and bounds, courses and distances and said to be 197 acres of land, more or less, and by the said Joseph Armiger to Josiah C. Armiger and Amelia Rebecca Armiger, his wife, by deed dated the 23rd day of September, 1871, and duly recorded among the aforesaid Land Records in Liber S. H. No. 6, folio 120, and by the said Josiah C. Armiger devised a two-thirds interest therein to his wife Margaret E. E. Armiger and a one-third interest to his daughter Margaret Herpet Boyd, said will being duly admitted to probate by the Orphans' Court for Anne Arundel County and is recorded among the Testamentary Records thereof in Will Book Liber O. B. D. No. 4, folio 363, and the said remaining two-thirds interest in Margaret E. E. Armiger, having been devised to her daughter Margaret H. Boyd absolutely, said will having been admitted to probate by the Orphans' Court for Anne Arundel County and is duly recorded among the Testamentary Records thereof in Will Book Liber G. T. C. No. 1, folio 487, saving and excepting therefrom, the 10.55 acre tract and also the road conveyed by the parties of the first part to Louis Rath by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County just prior hereto.

Being the same property which was conveyed to George Jenkins by Lease dated March 23, 1894, and recorded among the Land Records of Anne Arundel County in Liber J. R. H. No. 188, Folio 221, by Margaret H. A. Boyd and Jere L. Boyd, her husband, said property subject to an annual rent of Two Cents (\$0.02) payable in equal semi-annual installments on the 23rd days of March and September, in each and every year.

The property is improved by a frame, wood shingle dwelling; a frame composition building occupied as Meat House, 40' S. W. of dwelling; a frame, with metal roof Wagon Shed, 100' S. of dwelling; a frame, wood shingled roof Corn House, 3' S. of Wagon Shed; a frame, metal roof Barn, 30' S. of Wagon Shed; a frame, metal roof Garage, 30' W. of barn; a frame, wood shingled roof Tenant House, about 400 yards N. of dwelling; a frame, wood shingled roof Sash House, about 400 yards N. E. of dwelling; a frame, metal roof Ploker House, about 500 yards S. E. of dwelling; and a frame, composition roof Tenant House about 500 yards S. of dwelling.

**TERMS OF SALE:** A deposit of \$3,500.00 will be required at the time of sale and the balance of the purchase money, with interest thereon at the rate of six per cent, per annum, to be paid in cash upon the final ratification of sale. Taxes, insurance and expenses to be adjusted to the date of sale.

The real estate described is 185 acres, more or less.

For further particulars apply to

**JAMES W. BLACKHURST,**  
ASSIGNEE  
1 CENTRAL AVENUE S.W.  
GLEN BURNIE, MARYLAND  
**JAMES W. BLACKHURST,**  
ASSIGNEE  
**SAM W. PATTISON & CO.,**  
AUCTIONEERS.

IN THE MATTER OF THE	:	IN THE
MORTGAGED REAL ESTATE	:	CIRCUIT COURT
OF GEORGE JENKINS	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	EQUITY NO. 11, 617

.....

REPORT OF SALE

TO THE HONORABLE THE JUDGES OF SAID COURT:

The Report of Sale of James W. Blackhurst, Assignee of Mortgage dated March 30, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 823, Folio 58, from George Jenkins to the County Trust Company of Maryland, which Mortgage is filed in said cause pending, respectfully shows:

1. That after giving Bond, with security for this faithful discharge of his duties, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the Maryland Gazette, a newspaper published in Anne Arundel County, for more than twenty days preceding the day of sale, said Assignee, did pursuant to said notice, on Friday, February 10th, 1956, at 2:00 P.M. attend at the Court House door, Annapolis, Maryland, and then and there sold the leasehold property described in the Mortgage filed in the above-entitled cause, under the power therein conferred on him, which property is fully described in the attached advertisement of sale unto Earl B. Missler, the highest bidder therefor, at and for the sum of Forty-Eight Thousand Dollars (\$48,000.00) cash upon ratification of sale.

*James W. Blackhurst*  
 \_\_\_\_\_  
 James W. Blackhurst  
 Solicitor for Assignee

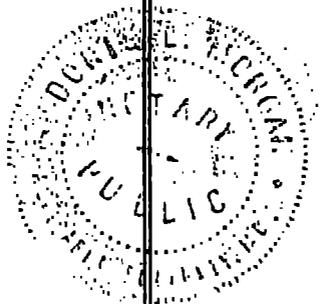
*James W. Blackhurst*  
 \_\_\_\_\_  
 James W. Blackhurst  
 Assignee

Filed FEB 14 1956

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

I HEREBY CERTIFY, That on this 13<sup>th</sup> day of February, 1956, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Anne Arundel County, personally appeared James W. Blackhurst, Assignee of Mortgage, filed in above-entitled cause, and made oath in due form of law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

Doris B. Morgan  
Doris B. Morgan, Notary Public



JAMES W BLACKHURST, Solicitor  
1 Central Avenue, S. W.  
Glen Burnie, Maryland

**Assignees' Sale  
OF VALUABLE  
LEASEHOLD PROPERTY  
PROPERTY IS  
LOCATED IN THIRD  
ELECTION DISTRICT  
AND ENTRANCE IS ON  
ROAD TO VENTNOR  
YACHT CLUB**

Under and by virtue of power of sale contained in a Mortgage from George Jenkins to County Trust Company of Maryland, a body corporate, dated March 30, 1934, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 823, Follo 58, etc. default having occurred thereunder, which Mortgage has been assigned to James W Blackhurst, Assignee, for the purpose of foreclosure, the undersigned Assignee will sell at public auction at the Court House Door on

**Friday, February 10, 1956  
At 2 O'Clock P. M.**

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

**BEGINNING** for the same at an iron pipe now set at the beginning of the land which by deed dated January 9th, 1937, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 150, Follo 120, was conveyed by Mary C. Brent, et al, to Louis Rath, said point of beginning also being the beginning point of that parcel of land secondly described in the deed of even date and intended to be recorded among the Land Records of Anne Arundel County just prior hereto from Margaret H. A. Boyd and Jere L. Boyd her husband, to Louis Rath, thence running N 7 degrees 18 minutes E 158.27 feet, thence N 3 degrees 20 minutes W 443.71 feet, thence N 17 degrees 21 minutes E 105.34 feet thence N 37 degrees 04 minutes E 837.67 feet, thence N 33 degrees 34 minutes E 830.76 feet, thence 47 degrees 29 minutes W 1824.5 feet to an iron pipe set at the end of the first course of Lot No. 4, thence S 33 degrees 40 minutes W 3903 feet following the west line of a road leading to the residence, thence leaving the west side of said road and running S 0 degrees 10 minutes W 264 feet, thence S 1 degrees 10 minutes W 297 feet, thence S 0 degrees 10 minutes W 247½ feet, thence S 36 degrees 10 minutes W 230.2 feet to a stake in the woods the end of the 23rd course of the first survey, thence N 74 degrees 57 minutes E 2545½ feet to a large granite stone, thence N 44 degrees 57 minutes E 1217 feet to the place of beginning.

**Second.** Beginning for the same on the N 46 degrees 22 minutes E line of the entire tract 55.04 feet from an iron pipe now set at the beginning of the land the original point in this deed being on the east side of the road and running thence N 4 degrees 51 minutes E 121.18 feet, thence N 3 degrees 20 minutes W 438.29 feet, thence N 17 degrees 11 minutes E 34.00 feet, thence N 37 degrees 04 minutes E 164.60 feet, thence S 61 degrees 55 minutes E 528 feet to a post set at the end of the N 41 degrees E 128 perches line of Liber S.H. No. 6, folio 119, thence leaving said post and running S 48 degrees 22 minutes W 835 feet, more or less, to the place of beginning.

The same being all that lot of ground which was conveyed by Josiah C. Armiger and Amella Rebecca Armiger, his wife, to Joseph Armiger, by deed dated the 23rd day of September, 1871, which is duly recorded among the Land Records of Anne Arundel County in Liber S.H. No. 6, folio 119, and therein particularly described by metes and bounds, courses and distances and said to be 107 acres of land, more or less, and by the said Joseph Armiger to Josiah C. Armiger and Amella Rebecca Armiger, his wife, by deed dated the 23rd day of September, 1871, and duly recorded among the aforesaid Land Records in Liber S.H. No. 6, folio 120, and by the said Josiah C. Armiger devised a two thirds interest therein to his wife Margaret E. E. Armiger and a one-third interest to his daughter Margaret Berget Boyd, said will being duly admitted to probate by the Orphans Court for Anne Arundel County and is recorded among the Testamentary Records thereof in Will Book Liber O.B.D. No. 4, folio 383, and the said remaining two thirds interest in Margaret E. E. Armiger having been devised to her daughter Margaret H. Boyd, absolutely, said will having been admitted to probate by the Orphans Court for Anne Arundel County and is duly recorded among the Testamentary Records thereof in Will Book Liber G.T.C. No. 1, folio 497, saving and excepting therefrom the 10.55 acre tract and also the road conveyed by the parties of the first part to Louis Rath by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County just prior hereto.

**BEING** the same property which was conveyed to George Jenkins by Lease dated March 23, 1934, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 196, Follo 221, by Margaret H. A. Boyd and Jere L. Boyd, her husband, said property subject to an annual rent of Two Cents (\$.02) payable in equal semi-annual installments on the 23rd days of March and September in each and every year.

The property is improved by a frame, wood shingle dwelling; a frame composition building occupied as Meat House, 40' S.W. of dwelling; a frame, with metal roof, Wagon Shed, 100' S. of dwelling; a frame, wood shingled roof Corn House, 3' S. of Wagon Shed; a frame, metal roof Barn, 30' S. of Wagon Shed; a frame, metal roof Garage, 30' W. of barn; a frame, wood shingled roof Tenant House, about 400 yards N.E. of dwelling; a frame, wood, shingled roof Sash House about 400 yards N. E. of dwelling; metal roof Picker House, about 500 yards S.E. of dwelling; and a frame, composition roof Tenant House about 500 yards S. of dwelling.

**TERMS OF SALE:** A deposit of \$3500.00 will be required at the time of sale and the balance of the purchase money, with interest thereon at the

rate of six per cent per annum, to be paid in cash upon the final fulfillment of sale. Taxes insurance and expenses to be adjusted to the date of sale.

The real estate described is 185 acres, more or less.

For further particulars apply to  
JAMES W BLACKHURST, Assignee,  
1 Central Avenue, S. W.,  
Glen Burnie, Maryland.

JAMES W. BLACKHURST,  
Assignee.

SAM W. PATTERSON & CO., Auctioneers.

f-2

IN THE MATTER OF  
THE MORTGAGED REAL ESTATE  
OF GEORGE JENKINS

IN THE  
CIRCUIT COURT

FOR  
ANNE ARUNDEL COUNTY

No. 11,617 Equity

Ordered, this 14<sup>th</sup> day of February, 1956, That the sale of the Property in these proceedings mentioned made and reported by James W. Blackhurst, Assignee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19<sup>th</sup> day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19<sup>th</sup> day of March next.

The report states that the amount of sales <sup>was</sup> ~~is~~ \$ 48,000.00

George J. Cromwell Clerk.

True Copy.

Filed FEB 14 1956

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE  
MORTGAGED REAL ESTATE  
OF GEORGE JENKINS

IN THE  
CIRCUIT COURT

FOR  
ANNE ARUNDEL COUNTY

Term, 19

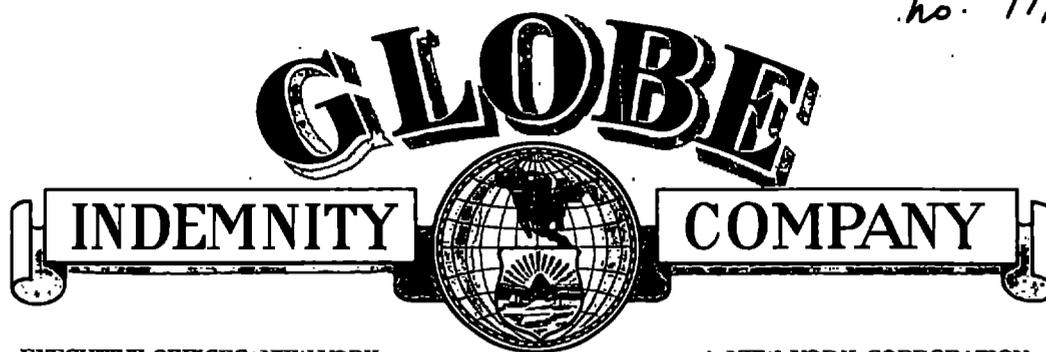
ORDERED BY THE COURT, This 29<sup>th</sup> day of March, 1956, that the sale made and reported by the Assignee ~~Assignee~~ <sup>Assignee</sup> aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Assignee~~ <sup>Assignee</sup> allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaels Judge.

MAR 29 1956

Filed

No. 11,617  
Equity



EXECUTIVE OFFICES: NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

ADDITIONAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, James W. Blackhurst, 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 Thirteen Thousand Dollars (\$13,000.00) current money to be paid to the said State or its certain attorneys, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this 14th day of February, 1956.

WHEREAS, by virtue of a power of sale contained in a mortgage from George A. Jenkins, bearing date on or about March 30, 1954 (Equity No. 11,617), the said James W. Blackhurst was authorized and empowered to make sale of the property described in said mortgage in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part; and whereas default was made in the payment of the interest and principal aforesaid, and the said James W. Blackhurst has executed said power and made sale of the property described as aforesaid in said mortgage.

AND WHEREAS, the proceeds therefrom exceeded the penalty of the original bond filed in these proceedings, thereby making requisite this additional bond.

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

SIGNED, SEALED AND DELIVERED

in presence of

*James W. Blackhurst* (SEAL)  
James W. Blackhurst, PRINCIPAL  
GLOBE INDEMNITY COMPANY, a body corporate  
By *John H. Hopkins, IV*  
John H. Hopkins, IV, Attorney  
SURETY

*Margaret B. Hendrix*  
Margaret B. Hendrix, as to all  
Bond approved this 14 Feb. 1956  
*George J. Cromwell*  
George J. Cromwell, Clerk

Filed \_\_\_\_\_

FEB 14 1956

JAMES W. BLACKHURST, Solicitor  
1 Central Avenue, S.W.  
Glen Burnie, Maryland

# ASSIGNEE'S SALE

OF VALUABLE

## Leasehold Property

PROPERTY IS LOCATED IN THIRD ELECTION  
DISTRICT AND ENTRANCE IS ON ROAD TO  
VENTNOR YACHT CLUB

Under and by virtue of power of sale contained in a Mortgage from George Jenkins to County Trust Company of Maryland, a body corporate, dated March 30, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 823, Folio 58, etc., default having occurred thereunder, which Mortgage has been assigned to James W. Blackhurst, Assignee, for the purpose of foreclosure, the undersigned Assignee will sell at public auction at the Court House Door on

## FRIDAY, FEBRUARY 10th, 1956

AT 2 O'CLOCK P.M.

All that ~~leasehold~~<sup>leasehold</sup> property situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

BEGINNING for the same at an iron pipe now set at the beginning of the land which by deed dated January 9th, 1937, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 159, Folio 120, was conveyed by Mary C. Brent, et al, to Louis Rath, said point of beginning also being the beginning point of that parcel of land secondly described in the deed of even date and intended to be recorded among the Land Records of Anne Arundel County just prior hereto from Margaret H. A. Boyd and Jere L. Boyd, her husband, to Louis Rath, thence running N 7 degrees 18 minutes E 158.27 feet, thence N 3 degrees 20 minutes W 443.71 feet, thence N 17 degrees 11 minutes E 105.34 feet, thence N 37 degrees 04 minutes E 337.67 feet, thence N 33 degrees 34 minutes E 839.75 feet, thence 47 degrees 29 minutes W 1824.5 feet to an iron pipe set at the end of the first course of Lot No. 4, thence S 33 degrees 40 minutes W 3994 feet following the west line of a road leading to the residence, thence leaving the west side of said road and running S 9 degrees 10 minutes W 264 feet, thence S 4 degrees 10 minutes W 297 feet, thence S 0 degrees 10 minutes W 247½ feet, thence S 36 degrees 16 minutes W 236.2 feet to a stake in the woods the end of the 269th course of the first survey, thence N 74 degrees 57 minutes E 2545½ feet to a large granite stone, thence N 44 degrees 57 minutes E 1217 feet to the place of beginning.

Second. Beginning for the same on the N 46 degrees 22 minutes E line of the entire tract 55.04 feet from an iron pipe now set at the beginning of the land the original beginning point in this deed being on the east side of the road and running thence N 4 degrees 51 minutes E 121.18 feet, thence N 3 degrees 20 minutes W 438.29 feet, thence N 17 degrees 11 minutes E 94.66 feet, thence N 37 degrees 04 minutes E 164.60 feet, thence S 69 degrees 55 minutes E 526 feet to a post set at the end of the N 41 degrees E 128 perches line of Liber S.H. No. 6, folio 119, thence leaving said post and running S 46 degrees 22 minutes W 839 feet, more or less, to the place of beginning.

The same being all that lot of ground which was conveyed by Josiah C. Armiger and Amelia Rebecca Armiger, his wife, to Joseph Armiger by deed dated the 23rd day of September, 1871, which is duly recorded among the Land Records of Anne Arundel County in Liber S.H. No. 6, folio 119, and therein particularly described by metes and bounds, courses and distances and said to be 197 acres of land, more or less, and by the said Joseph Armiger to Josiah C. Armiger and Amelia Rebecca Armiger, his wife, by deed dated the 23rd day of September, 1871, and duly recorded among the aforesaid Land Records in Liber S.H. No. 6, folio 120, and by the said Josiah C. Armiger devised a two thirds interest therein to his wife Margaret E. E. Armiger and a one-third interest to his daughter Margaret Herget Boyd, said will being duly admitted to probate by the Orphans Court for Anne Arundel County and is recorded among the Testamentary Records thereof in Will Book Liber O.B.D. No. 4, folio 383, and the said remaining two-thirds interest in Margaret E. E. Armiger having been devised to her daughter Margaret H. Boyd absolutely, said will having been admitted to probate by the Orphans Court for Anne Arundel County and is duly recorded among the Testamentary Records thereof in Will Book Liber G.T.C. No. 1, folio 497, saving and excepting therefrom, the 10.55 acre tract and also the road conveyed by the parties of the first part to Louis Rath by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County just prior hereto.

BEING the same property which was conveyed to George Jenkins by Lease dated March 23, 1939, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 196, Folio 221, by Margaret H. A. Boyd and Jere L. Boyd, her husband, said property subject to an annual rent of Two Cents (\$.02) payable in equal semi-annual installments on the 23rd days of March and September, in each and every year.

The property is improved by a frame, wood shingle dwelling; a frame composition building occupied as Meat House, 40' S.W. of dwelling; a frame, with metal roof Wagon Shed, 100' S. of dwelling; a frame, wood shingled roof Corn House, 3' S. of Wagon Shed; a frame, metal roof Barn, 30' S. of Wagon Shed; a frame, metal roof Garage, 30' W. of barn; a frame, wood shingled roof Tenant House, about 400 yards N. of dwelling; a frame, wood shingled roof Sash House, about 400 yards N.E. of dwelling; a frame, metal roof Picker House, about 500 yards S.E. of dwelling; and a frame, composition roof Tenant House about 500 yards S. of dwelling.

**TERMS OF SALE:** A deposit of \$3500.00 will be required at the time of sale and the balance of the purchase money, with interest thereon at the rate of six per cent per annum, to be paid in cash upon the final ratification of sale. Taxes, insurance and expenses to be adjusted to the date of sale.

The real estate described is 185 acres, more or less.

For further particulars apply to

**JAMES W. BLACKHURST, Assignee**  
1 Central Avenue, S.W.  
Glen Burnie, Maryland

**JAMES W. BLACKHURST**  
Assignee

Filed ~~----- FEB 16 1956 -----~~



LIBER 100 PAGE 22

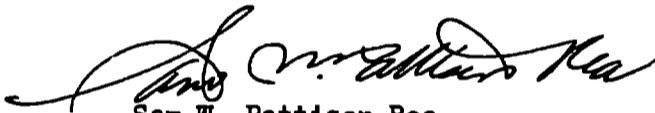
**SAM W. PATTISON & Co.**  
**General Auctioneers and Appraisers**

407 N. HOWARD STREET  
BALTIMORE 1, MARYLAND

MULBERRY } B-1320  
              } S-1321

February 14, 1956

I hereby certify that on February 10, 1956  
I sold at Public Auction, for James W. Blackhurst,  
Assignee, the leasehold property known as Jenkins  
Farm located in the third election district of Anne  
Arundel County, to Earl B. Missler for \$48,000.00.

  
Sam W. Pattison Rea

Witness



Filed           FEB 16 1956



STATE OF MARYLAND )  
CITY OF BALTIMORE ) ss  
~~ALICE J. RANDOLPH COUNTY~~ )

I HEREBY CERTIFY that on March 6 , 1956 ALBERT J. GOODMAN personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

/s/ Alma L. Randel  
Notary Public

IN THE MATTER OF  
GEORGE A. JENKINS,  
A VOLUNTARY BANKRUPT

:  
:  
:  
:  
:  
:  
:

IN THE  
U. S. DISTRICT COURT  
FOR THE  
DISTRICT OF MARYLAND  
IN BANKRUPTCY NO. 10600  
PAPER NO.

::::::::::

Upon the foregoing Petition and affidavit of Albert J. Goodman,  
it is

ORDERED by the U. S. District Court for the District  
of Maryland that it is in the interest of the bankrupt's estate that  
all acts and proceedings, Reports of Sale and the commencement of  
proceedings against him be stayed and no adverse interest being  
represented, it is ordered that all acts and proceedings to enforce  
any lien upon any property of George A. Jenkins, the said bankrupt,  
and the continuation of any Report of Sale, suit or proceeding now  
pending against him or any action on any decree or judgments, or the  
commencement of any suit or proceeding against him, are enjoined and  
stayed until the further Order of this Court.

/s/ Joseph O. Kaiser  
Referee

IN THE MATTER OF	:	IN THE
GEORGE A. JENKINS,	:	U. S. DISTRICT COURT
A VOLUNTARY BANKRUPT	:	FOR THE
	:	DISTRICT OF MARYLAND
	:	IN BANKRUPTCY NO. 10600

.....:.....

O R D E R

This matter having come on for hearing upon motion of County Trust Company of Maryland and James W. Blackhurst, Assignee, to dissolve the injunction and stay of proceedings ordered herein on or about March 7, 1956; a hearing on said motion having been had after due notice; Francis A. Michel, Attorney for the Trustee, having been heard in opposition to said motion, and Edmund P. Dandridge and James W. Blackhurst, having been heard in support thereof; and it appearing that:

1. That a proceeding was instituted in the Circuit Court for Anne Arundel County by James W. Blackhurst, Assignee, on or about January 14, 1956 to foreclose a certain first mortgage dated March 30, 1954 by and between George Jenkins, the Bankrupt, Mortgagor, and County Trust Company of Maryland, Mortgagee; and

2. That under the applicable law of Maryland the jurisdiction of the Circuit Court of Anne Arundel County attached forthwith upon the docketing of said foreclosure proceeding and the filing of the mortgage therein all of which occurred on or about January 14, 1956; and

3. That the jurisdiction of the Circuit Court of Anne Arundel County in said foreclosure proceedings therefore attached prior to the filing of the petition in bankruptcy herein on or about January 28, 1956; and

I certify that  
 this is a true copy:  
 Attest: Joseph O. Kaiser /s/  
 Referee in Bankruptcy

Filed..... MAR 24 1956

4. That, therefore, the aforementioned foreclosure proceeding should be allowed to proceed without interference from this Court.

It is, therefore, ORDERED this 21st day of March 1956 that the Order heretofore passed herein on or about the 7th day of March, 1956, enjoining and staying all proceedings against the Bankrupt and his property is hereby dissolved in so far as said Order applies to or interferes in any way with a certain foreclosure proceeding now pending in the Circuit Court for Anne Arundel County and titled "In the Matter of the Mortgaged Real Estate of George Jenkins" (#11,617 Equity).

/s/ Joseph O. Kaiser

Referee in Bankruptcy

I certify that  
this is a true copy:  
Attest Joseph O. Kaiser /s/  
Referee in Bankruptcy

25-

# 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. 11,017 Equity  
In The Matter Of The Mortgaged Real  
Estate Of GEORGE JENKINS.  
Ordered, this 14th day of February,  
1956, That the sale of the Property in  
these proceedings mentioned made and  
reported by James W. Blackhurst, As-  
signee, BE RATIFIED AND CON-  
FIRMED, unless cause to the contrary  
thereof be shown on or before the 10th  
day of March next; Provided, a copy  
of this Order be inserted in some news-  
paper published in Anne Arundel  
County, once in each of three successive  
weeks before the 10th day of March  
next.  
The report states that the amount of  
sale was \$48,000.00.  
GEORGE T. CROMWELL, Clerk.  
True Copy, TEST:  
GEORGE T. CROMWELL, Clerk.

## CERTIFICATE OF PUBLICATION

Annapolis, Md., March 19, 1956

We hereby certify, that the annexed

Order Nisi Sale  
Eq. 11,617.

George Jenkins

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 March, 1956. The first

insertion being made the 16th day of

February, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. T. Tishman

Filed MAR 29 1956

No. M.G. 4804

IN THE MATTER OF THE : IN THE CIRCUIT COURT  
MORTGAGED REAL ESTATE : FOR ANNE ARUNDEL COUNTY  
OF GEORGE JENKINS : IN EQUITY  
: Case No. 11,617

---

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of Albert J. Goodman, by Francis A. Michel, his attorney, respectfully shows:

1. That the proceedings in the above-entitled case resulted from the sale of mortgaged premises and which sale was made at public auction and reported to this Honorable Court for ratification.
2. That the said mortgagor, George A. Jenkins, filed a voluntary petition in the United States District Court for the District of Maryland and was adjudicated a voluntary bankrupt; and your petitioner was appointed trustee and has qualified and entered upon his duties.
3. That your petitioner is charged with corraling all assets of the bankrupt and see to the proper marshalling of assets, to object and oppose any and all claims that are disputed by the bankrupt or by creditors, and in general to do whatever may be right and proper for the preservation of the assets for the benefit of creditors.
4. That your petitioner has information that claims are being asserted against the bankrupt's interest in the mortgaged premises or in the proceeds of the sale of the said mortgaged premises; and, therefore, he feels it is highly important and necessary that he intervene in the proceedings in order to be kept fully informed of any and all claims that may

**FILED**

1956 APR 13 AM 11:29

27

be asserted and that he and his counsel be informed of all hearings on any exceptions or claims so that he or his attorney may participate therein.

WHEREFORE your petitioner, as trustee of all of the assets of the Estate of George A. Jenkins, a Bankrupt, prays that an order be passed by this Honorable Court authorizing him to intervene in said proceedings for the benefit of all creditors.

AND, as in duty bound, etc.

*Francis A. Michel*  
Francis A. Michel  
Attorney for Trustee  
in Bankruptcy

*Albert J. Goodman*  
Albert J. Goodman, Trustee  
in Bankruptcy

STATE OF MARYLAND )  
ANNE ARUNDEL COUNTY ) SS:

I HEREBY CERTIFY that on this 13<sup>th</sup> day of April, 1956, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared ALBERT J. GOODMAN and made oath in due form of law that the matters and facts set forth in the foregoing petition are true to the best of his knowledge, information and belief.

WITNESS my hand and Notarial Seal.



*Donald E. Lape*  
Notary Public

25

IN THE MATTER OF THE	:	IN THE CIRCUIT COURT
	:	FOR ANNE ARUNDEL COUNTY
MORTGAGED REAL ESTATE	:	IN EQUITY
	:	Case No. 11,617
OF GEORGE JENKINS	:	

O R D E R

IT IS ORDERED, this 13<sup>th</sup> day of April, 1956, upon the foregoing petition of Albert J. Goodman, Trustee of the Bankrupt Estate of George A. Jenkins, that he be and is hereby authorized to intervene in the proceedings pending in the Circuit Court of Anne Arundel County in the case entitled, "In the Matter of the Mortgaged Real Estate of George Jenkins, In Equity," being Case No. 11,617, and as said trustee proceed as fully and completely, on behalf of creditors, as could the said George A. Jenkins, the Bankrupt, had he not been adjudicated a bankrupt and Albert J. Goodman not been elected trustee for the benefit of his creditors.

Benjamin H. Williams  
JUDGE.

**FILED**  
1956 APR 13 PM 3:57

*In the Case of*

In the Matter of the  
Mortgaged Real  
Estate of  
vsx  
George Jenkins

In the  
**Circuit Court**

For

**Anne Arundel County**

No. 11,617 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.

[Lined area for report content]

June 26, 1956

All of which is respectfully submitted.

*Laura C. Finkling*  
Auditor.

FILED  
1956 JUL -2 PM 12:40

Dr.

In the Matter of the Mortgaged Real Estate of George Jenkins

in ac.

To Assignee for Fee, viz:	100 00	
To Assignee for Commissions, viz:	1,259 02	1,359 02
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10 00	
Clerk of Court - Court costs	41 00	
Auditor - stating this account and furnishing two copies thereof	36 00	87 00
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	82 50	
Capital-Gazette Press - order nisi (sale)	8 00	
Capital-Gazette Press - order nisi (acct)	6 00	
Speer Publications, Inc. - handbills	23 99	
The Sun - advertising sale	74 20	
The Daily Record - advertising sale	83 20	
Globe Indemnity Co. - bond premiums	192 00	
Sam W. Pattison & Co. - auctioneer's fee	1,145 00	
Thomas W. Shives - preparing plat	20 00	
One-half Federal documentary stamps	26 40	
One-half State documentary stamps	26 40	
Clerk of Court - recording assignment	1 00	
Doris B. Morgan - notary fees	1 00	1,689 69
To Assignee for Taxes, viz:		
1956 State and County taxes adjusted - 1 month 10 days	19 18	19 18
To County Trust Company of Maryland, mortgagee - in full for mortgage claim filed Interest on principal balance of \$11,100. from 12/31/55 to 2/10/56 (41 days) at \$1.54 per day	11,383 68	
	63 14	11,446 82
To Albert J. Goodman, Trustee in Bankruptcy - this balance as per Order of 4/27/56	34,370 92	34,370 92
		48,972 63

with

James W. Blackhurst, Assignee

Cr.

1956				
Feb.	10	Proceeds of Sale	48,000	00
		Interest on deferred payment of \$44,500.00 to 6/18/56	951	04
		Refund fire insurance premium - 9 months 5 days	21	59
				48,972 63

In the  
**CIRCUIT COURT**  
For  
**ANNE ARUNDEL COUNTY**

In the Matter of the  
Mortgaged Real Estate  
of ~~VERSUS~~  
George Jenkins

No. 11,617 Equity.

ORDERED, This 2 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 6 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 6 day of August next.

*George J. Cromwell, Clerk.*  
Filed 2 July, 1956, at 12:40 P. M.

*In the Circuit Court for Anne Arundel County*  
ORDERED BY THE COURT, this 4<sup>th</sup> day of September, 1956, that the foregoing 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 ~~proceeds~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

*Benjamin Verbeke*  
Judge

FILED 1956 SEPT 4

# 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 Equity 11,017  
Credit Account

George Jenkins  
was published in

### Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3

successive weeks before the 6th

day of August, 1956. The first

insertion being made the 5th day of

July, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. J. Tolson

## Order Nisi

IN THE CIRCUIT COURT  
FOR ANNE ARUNDEL COUNTY  
No. 11,017 Equity

In The Matter Of The Mortgaged Real  
Estate Of GEORGE JENKINS.

Ordered, this 2nd day of July, 1956,  
That the Report and Account of the  
Auditor, filed this day in the above en-  
titled cause BE RATIFIED AND CON-  
FIRMED, unless cause to the contrary  
be shown on or before the 6th 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 6th day of August next.

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

17-10

FILED

No. M.G. 7279  
1956 SEP -4 AM 10:42

34

Paul S. Ehle and  
Russell D. Ehle,  
St. Margarets, RFD,  
Annapolis, Maryland.

vs.

Emlen Ehle Conn,  
1531 Coast Blvd., South,  
Laguna Beach, California.

No. 11,431 Equity

In the

Circuit Court

for

Anne Arundel County

: : : : : : : :

BILL OF COMPLAINT

To the Honorable, the Judge of said Court:

Your Orators, humbly complaining, say:

1.

That by deed dated May 29th, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 890, folio 573, by Louis Strauss, Trustee, Russell D. Ehle, Paul S. Ehle and Emlen Conn became seized and possessed of an undivided interest in several tracts of land in the Third Election District of Anne Arundel County as tenants in common, share and share alike, a certified copy of said deed being filed herewith as Plaintiffs' Exhibit No. 1.

2.

That the said real estate cannot be divided in kind without material loss or injury.

3.

That the said Emlen Ehle Conn is a non-resident of this State and resides at 1531 Coast Boulevard, South, Laguna Beach, California.

To the end therefore:

1. That an order of publication may be issued to the said non-resident Defendant.

*Filed 22 July, 1955.*

2. That a trustee may be appointed to sell the realty at public sale and divide the proceeds arising therefrom amongst the parties entitled thereto according to their respective interest.
3. That your Orators may have such other and further relief as their case may require.

And as in duty bound, etc.

*George B. Woelfel*

George B. Woelfel  
Solicitor for Plaintiffs  
9-11 School Street  
Annapolis, Md.

THIS DEED, made this 29th day of May, 1952, by and between Louis M. Strauss, Trustee, party of the first part and Paul S. Ehle, Russell D. Ehle and Emlen Ehle Conn, parties of the second part.

WITNESSETH: That in consideration of the premises and the sum of One Dollar, the said party of the first part does hereby grant and convey to and unto Paul S. Ehle, Russell D. Ehle and Emlen Ehle Conn, as tenants in common, their heirs and assigns, in fee simple, the following described property.

All the property in the Third Election District of Anne Arundel County, Maryland, for which the said Ernest D. Ehle, died seized and possessed in the year 1951, and more particularly all the remaining property not heretofore sold or transferred, as acquired by the late Ernest D. Ehle and his former wife, Josephine S. Ehle, by deed dated April 18, 1932, from John W. Grimes, Jr. and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 101, folio 329. (The said Blanche M. Ehle joining in this deed by and through Russell D. Ehle, Attorney in Fact, see recorded Power of Attorney and assignment.) recorded May 1952., as well as remaining land not sold or conveyed acquired from Russell Bunker and wife by deed dated Feb. 3, 1921 (W.N.W. 38-20) SAVING AND EXCEPTING all those lots of ground heretofore conveyed to Phillip Cowling by deed dated January 7, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 273, folio 283; and conveyance to Paul S. Ehle and wife, by deed dated July 31, 1947, and recorded among the aforesaid Land Records in Liber J.H.H. 424, folio 346; and conveyance to Andrew W. Schwalier and wife, by deed dated April 22, 1949, and recorded among the aforesaid Land Records in Liber J.H.H. 522, folio 95; and conveyance to Paul S. Ehle and wife, by deed dated April 24, 1950, and recorded among the aforesaid Land Records in Liber J.H.H. 567, folio 216; and conveyance to Russell D. Ehle, by deed dated April 2, 1951, and recorded among the aforesaid Land Records in Liber J.H.H. 616, folio 209; and conveyance to Paul S. Ehle and wife, by deed dated March 9, 1933, and recorded among the aforesaid Land Records in Liber F.S.R. 107, folio 510.

BEING all that property acquired by Louis M. Strauss, Trustee, from Paul S. Ehle and Ellen C. Ehle, his wife, Russell D. Ehle, single; Emlen Ehle Conn and Lannie Conn, her husband; Blanche M. Ehle, widow, by: Russell D. Ehle, Attorney in Fact for said Blanche M. Ehle, widow, by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County afore-

*No Consideration  
No Stamps  
Referred  
JMS*

DEED PREPARED  
WITHOUT TITLE  
EXAMINATION  
LOUIS M. STRAUSS, ATTY.

11,431 E  
Ehle Conn Plaintiffs' Exhibit No. 1  
Examined by Edw. J. ... Filed 22 July, 1953. Re. filed 11 Jan., 1956.  
E. Dawson

said, immediately prior hereto.

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

TO HAVE AND TO HOLD the said lot of ground and premises above described and mentioned, and hereby intended to be conveyed, to and unto the proper use and benefit of the said Paul S. Ehle, Russell D. Ehle and Emlen Ehle Conn, as tenants in common, their heirs and assigns, in fee simple.

WITNESS the hand and seal of said Grantor.

Witness:

Mildred F. Bean  
Mildred F. Bean

Louis M. Strauss (SEAL)  
Louis M. Strauss Trustee

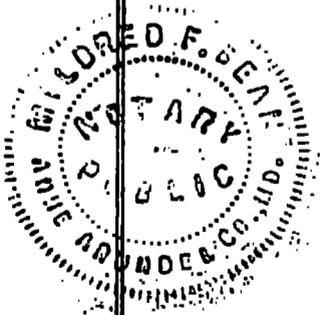
DEED PREPARED  
WITHOUT TITLE  
EXAMINATION  
LOUIS M. STRAUSS, ATTY.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 27th day of May, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Louis M. Strauss, Trustee, the within-named Grantor, and acknowledged the foregoing deed to be his deed and act.

As Witness my hand and Notarial seal.

Mildred F. Bean  
Mildred F. Bean Notary Public



Recorded-27th-Dec.-1954-at-12:55-P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the foregoing Deed is a true copy, per photostat, as recorded in Liber J.H.H. No. 890, page 573, 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 22nd day of July, 1955.



George J. Cromwell  
George T. Cromwell, Clerk

Paul S. Ehle and	:	No. 11,431	Equity
Russell D. Ehle	:		
	:	In the	
vs.	:	Circuit Court	
	:	for	
Emlen Ehle Conn	:	Anne Arundel County	
	:		
: : :: :: :: ::			

ORDER OF PUBLICATION

The object of this suit is: That the Court may appoint a trustee to sell the realty at public sale and divide the proceeds arising therefrom amongst the parties entitled thereto according to their respective interest and for such other and further relief as their case may require.

The Bill recites:

That by deed dated May 29th, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 390, folio 573, by Louis Strauss, Trustee, Russell D. Ehle, Paul S. Ehle and Emlen Conn became seized and possessed of an undivided interest in several tracts of land in the Third Election District of Anne Arundel County as tenants in common, share and share alike, a certified copy of said deed being filed herewith as Plaintiffs' Exhibit No. 1.

That the said real estate cannot be divided in kind without material loss or injury.

That the said Emlen Ehle Conn is a non-resident of this State and resides at 1531 Coast Boulevard, South, Laguna Beach, California.

It is thereupon this 22 day of July, in the year 1955, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the plaintiffs Paul S. Ehle and Russell D. Ehle, by causing a copy of this order to be inserted in some newspaper printed and published in Anne Arundel County, once in each of four successive weeks before the 6 day of

*Filed 22 July, 1955.*

*September,*

1955, give notice to the said absent defendant Emlen Ehle Conn of the object and substance of the bill and warn her to be and appear in this Court on the *22* day of *September*, 1955, to show cause, if any she have, why a decree should not be passed as therein prayed; provided, however, another mode of service may be that a copy of this order may be personally served on such defendant one month before the day fixed for her appearance, which day herein fixed for her appearance is the *22* day of *September*, 1955.

*George T. Cromwell,*  
Clerk

Paul S. Ehle, et al, : No. 11431 Equity  
: In the  
vs. : Circuit Court  
: for  
Emlen Ehle Conn : Anne Arundel County  
:  
: : : : : : : : :

PETITION TO PUBLISH ORDER OF PUBLICATION AND ORDER OF COURT THEREON

• • • • •

To the Honorable, the Judge of said Court:

The petition of Paul S. Ehle respectfully shows:

1.

That on the 22nd day of July, 1955, he filed his bill of complaint in this cause and upon the same day an order of publication was issued which provided for service upon the Defendant as well as by publication in a newspaper.

2.

That the Plaintiff had the Sheriff, James A. Musick of Orange County, Santa Ana, California, endeavor to get personal service upon the Defendant but now has discovered that she is confined in some mental institution in the State of California, the name of which institution is unknown to your Petitioner.

3.

That the time for the publication of the order of publication has now expired.

Wherefore, your Petitioner, prays:

1. That a new order of publication may be issued by this Honorable Court.
2. And for such other and further relief as their case may require.

And as in duty bound, etc.

*George B. Woelfel*  
George B. Woelfel  
Solicitor for Plaintiffs  
9-11 School Street

*Filed 1 Sept., 1955*

ORDER OF COURT

Upon the foregoing petition, it is this *30th*  
day of *September*, 1955, by the Circuit Court for Anne  
Arundel County, ADJUDGED, ORDERED and DECREED that the Clerk of  
this Court issue a new order of publication for the Defendant.

*J. Douglas M. ...*  
\_\_\_\_\_  
Judge

*Filed: 30 Sept. 1955*

Paul S. Ehle and	:	No. 11,431	Equity
Russell F. Ehle	:		In the
vs.	:	Circuit Court	
	:	for	
Emlen Ehle Conn	:	Anne Arundel County	
	:		
	:		
	:		

ORDER OF PUBLICATION

The object of this suit is: That the Court may appoint a trustee to sell the realty at public sale and divide the proceeds arising therefrom amongst the parties entitled thereto according to their respective interest and for such other and further relief as their case may require.

The Bill recites:

That by deed dated May 29th, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 890, folio 573, by Louis Strauss, Trustee, Russell D. Ehle, Paul S. Ehle and Emlen Conn became seized and possessed of an undivided interest in several tracts of land in the Third Election District of Anne Arundel County as tenants in common, share and share alike, a certified copy of said deed being filed herewith as Plaintiffs' Exhibit No. 1.

That the said real estate cannot be divided in kind without material loss or injury.

That the said Emlen Ehle Conn is a non-resident of this State and resides at 1531 Coast Boulevard, South, Leguma beach, California.

It is thereupon this 7 day of October, in the year 1955, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the plaintiffs Paul S. Ehle and Russell D. Ehle, by causing a copy of this order to be inserted in some newspaper printed and published in Anne Arundel County, once in each of four successive weeks before the 12 day of

November, 1955, give notice to the said absent defendant Emlen Ehle  
Conn of the object and substance of the bill and warn her to be and  
appear in this Court, in person or by solicitor, on or before the  
28 day of November, 1955, to show cause, if any she have, why  
a decree should not be passed as therein prayed.

George T. Sumner  
Clerk

IN THE CIRCUIT COURT  
FOR ANNE ARUNDEL COUNTY  
No. 11,481 Equity  
PAUL S. EHLE vs RUSSELL F.  
EHLE  
Vs.  
EMLEN EHLE CONN

LIBER 100 PAGE 48 OFFICE OF

## Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

## Order Of Publication

The object of this suit is: That the Court may appoint a trustee to sell the realty at public sale and divide the proceeds arising therefrom amongst the parties entitled thereto according to their respective interest and for such other and further relief as their case may require.

The Bill recites:

That by deed dated May 29th, 1962, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 890, folio 573, by Louis Strauss, Trustee, Russell D. Ehle, Paul S. Ehle and Emlen Conn became seized and possessed of an undivided interest in several tracts of land in the Third Election District of Anne Arundel County as tenants in common, share and share alike, a certified copy of said deed being filed herewith as Plaintiffs' Exhibit No. 1.

That the said real estate cannot be divided in kind without material loss or injury.

That the said Emlen Ehle Conn is a non-resident of this State and resides at 1831 Coast Boulevard, South, Laguna Beach, California.

It is thereupon this 7th day of October, in the year 1955, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the plaintiffs Paul S. Ehle and Russell D. Ehle, by causing a copy of this order to be inserted in some newspaper printed and published in Anne Arundel County, once in each of four successive weeks before the 12th day of November, 1955, give notice to the said absent defendant Emlen Ehle Conn of the object and substance of the bill and warn her to be and appear in this Court, in person or by solicitor, on or before the 28th day of November, 1955, to show cause, if any she may have, why a decree should not be passed as therein prayed.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

o-31

## CERTIFICATE OF PUBLICATION

Annapolis, Md., November 16, 1955

We hereby certify, that the annexed

Order of Publication  
Eq. 11,481 Property.

Paul S. Ehle.

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 12th

day of November, 1955. The first

insertion being made the 10th day of

October, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. T. Tolson

Filed 1 Dec 1955.

Paul S. Ehle et al

vs.

Emlen Ehle Conn

No. 11431 ~~DIVORCE~~ EQUITY

IN THE  
CIRCUIT COURT  
FOR  
ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

The respondent, Emlen Ehle Conn,

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 order of summons~~).

It is, thereupon, this 22 day of December 19 55

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 Nicholson*  
Judge

Filed 2 Dec., 1955

13

PAUL S. EHLE, et al	:	IN
	:	THE CIRCUIT COURT
vs.	:	FOR
	:	ANNE ARUNDEL COUNTY
EMLÉN EHLE CONN	:	NO. 11,431 EQUITY

::::::

TESTIMONY ON BEHALF OF THE PLAINTIFF

December 29, 1955

Present:

Mr. George B. Woelfel, Solicitor for Plaintiffs

Mr. Emanuel Klawans, Examiner

Mrs. Irene Hazel, Asst. Court Stenographer

Witnesses:

Paul S. Ehle, pages 2,3.

Russell D. Ehle, pages 3,4,5.

T. Carroll Worthington, pages 5,6,7.

Filed JAN 11 1956

Paul S. Ehle, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Woelfel)

1. State your name and address.  
A. Paul S. Ehle, St. Margarets, Annapolis, Maryland.
2. Do you know the parties to this suit?  
A. Yes.
3. How long have you known them?  
A. Emlen Conn is my sister, and Russell Ehle is my brother, consequently we have known each other the majority of our lives.
4. Are they all over 21 years of age?  
A. Yes.
5. I hand you a certified copy of a deed dated the 29th day of May, 1952, from Louis M. Strauss, Trustee, to the parties to this suit, said deed being filed as Examiner's Exhibit No. 1. Are you familiar with the real estate conveyed to you three by that deed?  
A. I am.  
(PHOTOSTATIC COPY OF DEED DATED 29th DAY OF MAY, 1952, FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.1)
6. What land, if any, does that deed convey?  
A. According to the plat it measures one tract of land 15.84 acres, one lot  $1\frac{1}{2}$  acres, and another lot 2.866 acres. The big tract is improved, the small ones are not.
7. What improvements are on the 15.84 acre tract?  
A. A two story composition house and two car garage, barn and corn crib.
8. What, in your estimation, is the fair market value of the 15.84 acre tract?  
A. Twenty Six Thousand Dollars (\$26,000.00).
9. What, in your estimation, is the fair market value of the  $1\frac{1}{2}$  acre tract?

- A. Fifteen Hundred Dollars (\$1500.00).
10. What, in your estimation, is the fair market value of the 2.866 acres?
- A. Fifteen Hundred Dollars (\$1500.00).
11. Why do you think both of those small tracts of land are worth the same price?
- A. Because the small tract of land is on the County Road and the larger tract is partly wooded and not facing the County Road, it faces a private property.
12. Have you, your brother or your sister ever conveyed your interest or their interest in this real estate?
- A. No, not to my knowledge.
13. Do you think the same can be divided in kind without material loss or injury?
- A. You couldn't divide the house and in my judgment the house is more valuable than the other three tracts.

(Mr. Klawans)

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



Paul S. Ehle

-----

Russell D. Ehle, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Woelfel)

1. State your name and address.
- A. Russell D. Ehle, 22 E. Hamilton Street, Baltimore 2, Md.
2. Do you know the parties to this suit?
- A. Yes.
3. How long have you known them?
- A. My brother all my life and my sister all of her's.
4. Are you familiar with the real estate which was conveyed

to you and your brother and sister by deed dated the 29th day of May, 1952, from Louis M. Strauss, Trustee, said deed being recorded among the Land Records of Anne Arundel County in Liber 890, page 573?

A. Yes.

5. Where is the property located?

A. In St. Margarets, Third Election District of Anne Arundel County.

6. Of what does the property consist?

A. It consist of three parcels of land; one, 15.84 acres, the other  $1\frac{1}{2}$  acres, and the other 2.866 acres.

7. Are these three tracts continuous to each other?

A. No.

8. What improvements, if any, is on the 2.866 acres tract?

A. No improvements.

9. What, in your estimation, is the fair market value of that tract of land?

A. Approximately One Thousand Dollars (\$1,000.00).

10. Now, the  $1\frac{1}{2}$  acre tract, what improvements are on that piece of ground?

A. No improvements.

11. What, in your estimation, is the fair market value of that property?

A. About the same, One Thousand Dollars (\$1,000.00).

12. Now, the tract 15.87 acres, are any improvements upon that tract of land?

A. Yes, a two story dwelling and out buildings.

13. What, in your estimation, is the fair market value of that property?

A. About Twenty Six Thousand Dollars (\$26,000.00).

14. Do you think the land mentioned in the deed, filed as Examiner's Exhibit No.1, can be partitioned in kind without material loss or injury among the parties entitled thereto?

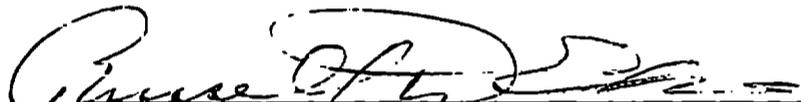
A. I do not.

15. Why do you think think this land cannot be divided up equally?

A. Because the parcels are separate and because there is only one house which cannot be divided and the house is worth more than all the land together.

(Mr. Klawans)

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



Russell D. Ehle

-----

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

(Mr. Woelfel)

1. State your name and address.

A. T. Carroll Worthington, Townsworth Building, Annapolis, Md.

2. Do you know the parties to this suit?

A. I do.

3. How long have you known them?

A. Twenty five years, maybe longer.

4. What is your business?

A. Realtor.

5. And as such you are engaged in the buying and selling of real estate in and about Annapolis and Anne Arundel County?

A. I am.

6. How long have you been engaged in such a business?

A. Since 1923.

7. Are you familiar with the values of real estate in and about Anne Arundel County?

A. I am.

8. Are you familiar with the property now owned by Paul Ehle

and Russell Ehle and Emlen Conn, located in the Third Election District of Anne Arundel County?

A. I am.

9. Of what does the property consist?

A. This property consist of 15.84 acres with about 700 feet on the County Road running from St. Margarets to Whitehall Beach. It is improved by a two story frame composition roof dwelling, which has a living room, dining room, kitchen, and closed in den on the first floor. It has a full basement, hot water heat/<sup>and</sup> coal furnace. The second floor has three bedrooms and one and a half baths, and it has hard wood floors throughout.

10. What, in your estimation, is the fair market value of this piece of property?

A. Twenty Thousand Dollars (\$20,000.00).

11. Did you allocate so much to the land and so much to the improvements?

A. Yes, Five thousand dollars (\$5,000.00) for the land, and Fifteen Thousand Dollars (\$15,000.00) for the dwelling and out buildings.

12. What other property is there belonging to Paul Ehle, Russell Ehle and Emlen Conn?

A. There are two other lots, one lot contains 2.866 acres, unimproved, fronting approximately 182 feet on the private right-of-way leading to the home of Paul S. Ehle, with average depth of 690 feet. About three fourths of this is clear land and the balance in woods.

13. While on that subject, what, in your estimation, is the fair market value of that piece of property?

A. The fair market value of that tract is fifteen hundred dollars (\$1500.00).

14. What other land do they own as tenants in common?

A. Another lot, 1.5 acres of unimproved land with frontage of

219 feet on the County Road and running back 300 feet, this lot is all clear.

15. What, in your estimation, is the fair market value of that lot?

A. Fifteen Hundred Dollars (\$1500.00) in my opinion.

16. Mr. Worthington, the last two lots you have appraised at Fifteen Hundred Dollars (\$1500.00), however, one is larger than the other, what is your reason for ~~the~~ this?

A. One faces on the County Road and one faces on a private road, one is clear and the other partly clear and partly in woods.

17. Do you think that these three parcels of real estate can be divided in kind without material loss or injury to the parties?

A. It could not.

18. Why do you say that?

A. Well, there is only one dwelling and the land is cut up into sections and there would be no way to figure who would get what so as to equalize it.

19. Is this property the same property described in a deed from Louis M. Strauss, Trustee, and Paul S. Ehle, Russell D. Ehle and Emlen Ehle Conn, dated May 29th, 1952, and recorded in Liber 890, page 573?

A. It is.

(Mr. Klawans)

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

  
T. Carroll Worthington

There being no further witnesses to be examined on behalf of the 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 11<sup>th</sup> day of January, 1956.

Emanuel Klawans (SEAL)  
Emanuel Klawans, Examiner

E.K. \$10.00

I.h. \$7.00

Qd.  
1/5/56  
9.4

Paul S. Ehle, et al,	:	No. 11431	Equity
	:		In the
vs.	:		Circuit Court
	:		for
Emlen Ehle Conn	:	Anne Arundel County	
	:		
:	:	:	:
:	:	:	:
:	:	:	:

DECREE

This cause standing ready for hearing and being submitted the proceedings were read and considered by the Court, and it appearing to the Court that the real estate in these proceedings mentioned cannot be divided in kind without material loss or injury

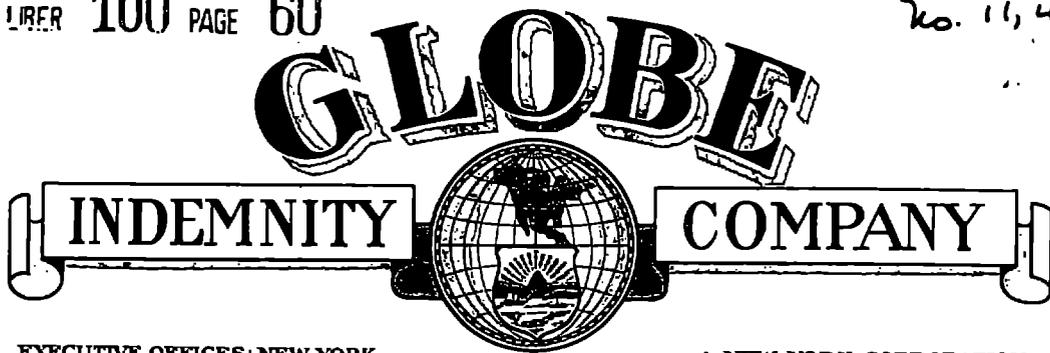
It is thereupon this *28<sup>th</sup>* day of *January*, in the year 1956, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREED that the real estate of Russell D. Ehle, et al, in these proceedings mentioned be sold and that George B. Woelfel be, and he is hereby appointed trustee to make sale of said real estate and his course and manner shall be as follows: He shall first file with the clerk of this Court a bond to the State of Maryland, executed by himself, and a surety or sureties, to be approved by this Court, in the penal sum of *thirty*

thousand dollars (\$*30,000*), conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future decree or order in the premises; he shall then proceed to make said sale, having given at least three weeks' notice by advertisement, inserted in such newspaper or newspapers published in Anne Arundel County as he shall think proper, of the time, place, manner and terms of sale, which terms shall be a deposit of ten per cent (10%) of the purchase price on the day of sale, balance to be paid in cash upon the ratification of said sale, deferred payments to bear interest at the rate of six per cent (6%) or all cash at the option of the

Filed.....*JAN 28 1956*

purchasers, and, as soon as may be convenient after 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 annexed affidavit of the truth thereof and of the fairness of said sale; and, on obtaining the Court's ratification of the sale, and upon payment of the whole purchase price, and not before, the said Trustee shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Plaintiffs and Defendant, 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 commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

*Benjamin Michaelson*  
Judge



EXECUTIVE OFFICES: NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, George B. Woelfel, of Anne Arundel County, State of Maryland, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Thirty Thousand Dollars (\$30,000.00) 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 31st day of January, 1956.

WHEREAS by Decree of the Circuit Court for Anne Arundel County in a cause entitled "Paul S. Ehle, et al, vs. Emlen Ehle Conn", No. 11,431 Equity, dated January 28th, 1956, George B. Woelfel was appointed Trustee to make sale of the property described in said proceedings.

NOW, THEREFORE, the condition of the above obligation is such, that if the said Trustee shall faithfully perform and execute the trust reposed in him, or to be reposed in him 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.

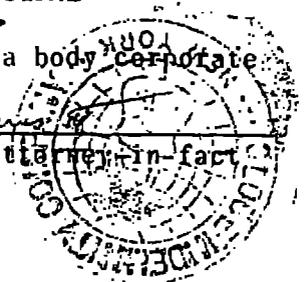
WITNESS:

*Margaret B. Hendrix*  
Margaret B. Hendrix, as to all

*George B. Woelfel* (SEAL)  
George B. Woelfel, PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

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



Bond approved this 31 Jan. 1956  
George J. Cromwell, Clerk

Filed JAN 31 1956



ten percent cash will be required of the purchaser on the day of sale, balance to be paid in cash upon ratification of said sale or all cash at the option of the purchaser. Deferred payments to bear interest at the rate of 6% from the day of sale to the day of settlement. Taxes and all other public liens to be adjusted as of the day of sale.

For further particulars, apply  
**GEORGE B. WOELFEL, Trustee,**  
 9-11 School Street.  
 Auctioneer, **ROBERT CAMPBELL** m-23

We hereby certify that upon this 20th day of March, 1956, we purchased the secondly described parcel of land at and for the sum of Fifteen Hundred (\$1500.00) Dollars and we do hereby agree to comply with the terms of said sale.

Witness our hands and seals placed hereon the day and year first above written.

Witness:

Russell Ehle (Seal)

Ellen C. Ehle (Seal)  
 Purchasers  
 by Russell Ehle,  
 her agent

George B. Woelfel

3.

I hereby certify that upon this 20th day of March, 1956, I sold the thirdly described parcel of land to Paul S. Ehle and Ellen C. Ehle, his wife, at and for the sum of Fifteen Hundred (\$1,500.00) Dollars, they being at that figure the highest bidders therefor.

Witness my hand and seal placed hereon the day and year first above written.

Witness:

Robert H. Campbell (Seal)  
 Auctioneer

George B. Woelfel

We hereby certify that upon this 20th day of March, 1956, we purchased the thirdly described parcel of land at and for the sum of Fifteen Hundred (\$1,500.00) Dollars and we do hereby agree to comply with the terms of said sale.

Witness our hands and seals placed hereon the day and year first above written.

Witness:

Paul S. Ehle (Seal)  
Ellen C. Ehle (Seal)  
 Purchasers

George B. Woelfel

Paul S. Ehle, et al, : No. 11,431 Equity  
 : In the  
 vs. : Circuit Court  
 : for  
 Emlen Ehle Conn : Anne Arundel County

: : : : : : : : :

REPORT OF SALE

To the Honorable, the Judges of said Court:

The report of George B. Woelfel, Trustee, appointed by a decree of this Court passed in the above entitled cause, dated the 30th day of January, 1956, to make sale of certain real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of their trust, and after having complied with all the other prerequisites, as required by law and the said decree, and after having giving notice of the time, place, manner and terms of sale by advertisements inserted in the Maryland Gazette, a weekly newspaper, printed and published in Anne Arundel County aforesaid, for at least three successive weeks before the day of sale, your Trustee, pursuant to said notice, did attend at the Court House door in the City of Annapolis, Maryland, on Tuesday, March 20th, 1956, at 10 o'clock A.M. and then and there offered said property as follows:

Item 1. Your Trustee offered all that lot or parcel of ground lying, being and situate on the east side of the State Road leading from St. Margarets' Episcopal Church to Pleasant Plains Farm located between the aforesaid church and the east turn on the road to Davidson's farm, beginning for the same at a point distant N 24° 31' W 300.3 feet from a stone marked "H.D." at the southwest corner of the Cowling property opposite Davidson's farm, and running thence with said State Road N 24° 31' 631.97 feet to a point, thence continuing with the said State Road N 12½° W 67½ feet to the south boundary line of the Whittington property, thence with the south

Filed MAR 21 1956

boundary line thereof S 89° E 377.14 feet to the southeast corner of the Whittington one acre lot, thence with the east boundary of the same 115.5 feet to the northeast corner of said Whittington lot, thence leaving said Whittington lot S 89° E 817.46 feet to an iron pipe, thence with the division line of the 8.06 acre tract of Russell D. Ehle 354½ feet to another iron pipe, thence with the outline of Russell D. Ehle's land S 55° 11' W 234½ feet to another iron pipe, thence continuing with the western outline of the Russell D. Ehle tract S 0° 15' E 303.42 feet, thence in a westerly direction N 88° 56' W 770.69 feet, more or less, to the State Road, the point of beginning, containing 15.84 acres, more or less. This property is improved by a two story frame dwelling and outbuildings and the high bid therefore was Eighteen Thousand (\$18,000.00) Dollars from Russell Ehle and Paul S. Ehle, said bid was reserved.

Item 2. Your Trustee then offered all that parcel of land beginning for the same on the north side of said State Road opposite Davidson's Farm distant from the stone marked "H.D." at the southwest corner of the Cowling property S 85° 01' E 430.8 feet and running thence and leaving the State Road N 00° 24' W 300.5 feet to a pipe, thence S 33° 56' E 219 feet to the west line of Russell D. Ehle's property, thence with the west line thereof S 00° 15' E 300.5 feet to the north side of the aforesaid State Road, thence with the north side of said State Road N 85° 01' W 218.63 feet to the place of beginning, containing 1.5 acres of land, without improvements, and the high bid was Fifteen Hundred (\$1500.00) Dollars from Russell Ehle and Elinor Ehle, his wife, said bid was reserved.

Item 3. Your Trustee then offered all that parcel of land beginning for the same at a stake in the root of a twelve inch wild cherry tree at the southwest corner of the property of Paul S. Ehle and running thence in a westerly direction along the north side of the said State Road 182.35 feet to a concrete monument set at the southeast corner of Russell D. Ehle's 8.06 acre tract, thence with the east side of the aforesaid Russell D. Ehle tract 702.74 feet to a concrete monument, thence leaving said monument and running

in a southeasterly direction 182.35 feet to a granite stone placed at the northwest corner of the Paul S. Ehle tract, thence with the western line of the Paul S. Ehle tract 692.75 feet to the aforesaid State Road, the point of beginning containing 2.866 acres of land, without improvements, and the hig bid was Fifteen Hundred (\$1500.00) Dollars from Paul S. Ehle and Ellen C. Ehle, his wife, said bid was reserved.

Your Trustee then offered Items one, two and three as an entirety and receiving no bid above Twenty-One Thousand (\$21,000.) Dollars he sold the properties individually for the amounts stated under each item to the parties named therein.

Your Trustee reports that Russell Ehle and Paul Ehle made a deposit of Eighteen Hundred (\$1800.00) Dollars at the time of sale and agreed to comply with the terms of said sale.

Your Trustee reports that Russell Ehle and Elinor Ehle, his wife, made a deposit of One Hundred Fifty (\$150) Dollars at the time of sale and agreed to comply with the terms of said sale.

Your Trustee reports that Paul S. Ehle and Ellen C. Ehle, his wife, made a deposit of One Hundred Fifty (\$150) Dollars at the time of sale and agreed to comply with the terms of said sale.

Respectfully submitted,

George B. Woelfel  
Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 20th day of March, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared George B. Woelfel, Trustee named in the above report of sale, and made oath in due form of law, that the matters and facts stated in the foregoing report are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

Witness my hand and seal Notarial.

Mary D. [Signature]  
Notary Public

Paul S. Ehle, et al

versus

Emlen Ehle Conn

IN THE  
CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,431 Equity

Ordered, this 21st day of March, 1956, That the sale of the properties in these proceedings mentioned made and reported by George B. Woelfel, Trustee,

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

The report states that the amount of sales ~~to be~~ <sup>were</sup> \$21,000.00.

*George J. Cromwell* Clerk.

True Copy,

Filed MAR 21 1956

TEST: Clerk.

(Final Order)

versus

IN THE  
CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 25th day of April, 1956, that the sale made and reported by the Trustee aforesaid, be and the same is hereby ~~is~~ <sup>finally</sup> 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* C.J.

FILED  
1956 APR 25 PM 3:10

# Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

## CERTIFICATE OF PUBLICATION

Annapolis, Md., April 25, 1956

We hereby certify, that the annexed -----

Order Nisi

Paul S. Ehle et al

vs. Emlen Ehle Conn

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 April, 1956. The first

insertion being made the 23rd day of

March, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

### Legal Notices

### Order Nisi

IN THE CIRCUIT COURT  
FOR ANNE ARUNDEL COUNTY  
NO. 11,431 EQUITY

PAUL S. EHLE, et al.

versus

EMLÉN EHLE CONN.

Ordered, this 21st day of March, 1956,  
That the sales of the properties in these  
proceedings mentioned made and re-  
ported by George B. Woelfel, Trustee,  
BE RATIFIED AND CONFIRMED,  
unless cause to the contrary thereof  
be shown on or before the 24th day  
of April next; Provided, a copy of this  
Order be inserted in some newspaper  
published in Anne Arundel County, once  
in each of three successive weeks be-  
fore the 24th day of April next.

The report states that the amount  
of sales were \$21,000.00.

GEORGE T. CROMWELL, Clerk,

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

a-16

**FILED**

No. E.C. --- 1956-APR 25 AM 10:12



Dr.

Paul S. Ehle and Russell D. Ehle vs. Emlen Ehle Conn

in ac.

To Trustee for Commissions, viz:	668	50		
To Trustee for Fee (Order of 7/13/56) viz:	400	00	1,068	50
<hr/>				
To Trustee for Court costs, viz:				
Plaintiffs' Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	66	25		
Emanuel Klawans - Examiner's fee	10	00		
Irene Hazel - stenographer's fee	7	00		
Auditor - stating this account	27	00	120	25
<hr/>				
To Trustee for Expenses, viz:				
Capital-Gazette Press - Order of Publication	38	76		
Capital-Gazette Press - advertising sale	75	00		
Capital-Gazette Press - order nisi (sale	8	00		
Capital-Gazette Press - order nisi (acct	6	00		
Globe Indemnity Co. - bond premium	120	00		
Robert H. Campbell - auctioneer's fee	105	00		
T. C. Worthington - appraisal and testimony	60	00		
Sheriff of Orange County - fee for attempting service of order of publication	8	30		
Clerk of Court - certified copy of deed	2	25		
One-half Federal documentary stamps	11	55		
One-half State documentary stamps	11	55		
Mary M. Hoff - notary fee		50	446	91
<hr/>				
BALANCE FOR DISTRIBUTION - \$19,758.33				
Distributed as follows:				
To Paul S. Ehle - one-third	6,586	11		
To Russell D. Ehle - one-third	6,586	11		
To Emlen Ehle Conn - one-third	6,586	11	19,758	33
<hr/>				
			21,393	99
<hr/>				

with

George B. Woelfel, Trustee

Cr.

1956

Mar.

20

Proceeds of Sale of 15.84 acres  
Interest on deferred payment of  
\$16,200.00 to 6/20/56

18,000 00

243 00

Proceeds of Sale of 1.5 acres  
Interest on deferred payment of  
\$1,350.00 to 6/20/56

1,500 00

20 25

Proceeds of Sale of 2.866 acres  
Interest on deferred payment of  
\$1,350.00 to 6/20/56

1,500 00

20 25

21,283 50

Refund 1956 State and County taxes  
(\$142.06) - adjusted to 3/20/56

110 49

110 49

21,393 99

ORDER NISI

Paul S. Ehle and  
Russell D. Ehle  
VERSUS  
Emlen Ehle Conn.

In the  
**CIRCUIT COURT**  
For  
**ANNE ARUNDEL COUNTY**

No. 11,431 Equity.

ORDERED, This 20th day of July, 1956, That the Report and Account of the Auditor, filed this day in the above entitled cause,

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

*filed 20 July 1956  
3:26 P.M.*

*George T. Cromwell, Clerk*

**In the Circuit Court for Anne Arundel County**

ORDERED BY THE COURT, this 31st day of August, 1956, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

*Benjamin Michaelson  
Judge*

**FILED**

1956 AUG 31 PM 3:52

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 13, 1956

We hereby certify, that the annexed

Order nisi No. 11,431 Auditor account

Paul S. Ehle

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 3

successive weeks before the 24th

day of August, 1956. The first

insertion being made the 24th

day of July, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. E.C. 5565 1956 AUG 31 PM 12:52 By V. Tilghman

Order Nisi
IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 11,431 Equity PAUL S. EHLE, and RUSSELL D. EHLE vs. EMLEN EHLE CONN
Ordered, this 20th day of July, 1956. That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 24th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24th day of August next. GEORGE T. CROMWELL, Clerk. True Copy. TEST: GEORGE T. CROMWELL, Clerk. a-7

36



MORTGAGE FEE—COUNTY.

**SECOND PURCHASE MONEY****This Mortgage,** Made this *Eleventh* day of September

in the year nineteen hundred and fifty-two, by and between NORMAN E. PADDY and RUBY M. PADDY, his wife, parties of the first part, hereinafter called Mortgagors, and JOHN COLLINSON BEHLKE and ELSIE LOUISE BEHLKE, his wife, parties of the second part, hereinafter called Mortgagees;

Witnesseth:

WHEREAS, the said Mortgagors have received by way of loan from the said Mortgagees an advance in the sum of Five Hundred and 00/100 (\$500.00) Dollars, as evidenced by their promissory note, of even date herewith, for said amount, with interest thereon at the rate of Six per cent (6%) per annum, said principal and interest to be repaid in monthly installments of at least Ten and 00/100 (\$10.00) Dollars per month, each such installment to be first applied to interest due and the balance to be applied to the principal; and the said Mortgagors shall have the privilege of pre-payment, in whole or in part, at any time; and,

WHEREAS, it was a condition precedent to the granting of said loan that these presents should be executed for the purpose of securing the prompt payment of said Note, or any and all renewals thereof, or substitutes therefor, at the time limited for the payment of the same.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That for and in consideration of the premises and the sum of Five (\$5.00) Dollars, paid by the 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 parties of the second part, their heirs and assigns, all those lots, pieces or parcels of ground situate, lying and being in the First Election District of Anne Arundel County, State of Maryland and described as follows:

LOTS NUMBERED 419, 433, 434, 435; 436 and 437, as designated and delineated on the Plat entitled "Map of Woodland Beach, District Number One, Anne Arundel County, Maryland", Sheet No. 1, and filed among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 3, folio 20 (Cabinet No. 1, Rod Y, folio 6).

Filed FEB 23 1956

BEING the identical property which was conveyed unto the above named Mortgagors from the said Mortgagees by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

This Mortgage is subject to a First Mortgage to the Enterprise Federal Savings and Loan Association of Annapolis, Maryland for the amount of \$4,000.00 which mortgage is dated of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

This mortgage is made under and subject to the provisions of Article 66 of the Public General Laws of Maryland, and any supplement amendment, or addition thereto.

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagees, their

heirs and assigns, forever.

PROVIDED, that if the said Mortgagors, their

heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Five Hundred and 00/100 (\$500.00) Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

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

charges, mortgage debt and interest, the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagees, their heirs

personal representatives or assigns, or their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notice as by the said Mortgagees their heirs personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of Fifty (\$50.00) dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgages, their heirs personal representatives and assigns under this Mortgage, whether the same shall have been matured or not, and the surplus (if any there be) shall be paid to the said Mortgages, their personal representatives or assigns, or to whoever may be entitled to the same.

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

AND the said Mortgagors for themselves, their personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagees, their heirs personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Five Hundred and 00/100 (\$500.00) Dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagees, their heirs personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagees personal representatives and assigns.

WITNESS the hands and seals of the said Mortgagors

TEST:

*Edward G. Chaney*  
EDWARD G. CHANEY

*Norman E. Paddy* ..... (SEAL)  
Norman E. Paddy  
*Ruby M. Paddy* ..... (SEAL)  
Ruby M. Paddy  
..... (SEAL)  
..... (SEAL)

#

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I Hereby Certify, that on this 11th day of September in the year nineteen hundred and fifty-two before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared NORMAN E. PADDY and RUBY E. PADDY, his wife the Mortgagor s named in the foregoing Mortgage and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared JOHN COLLINSON BEHLKE and ELSIE LOUISE BEHLKE, his wife, the Mortgagees named in the foregoing Mortgage 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.

WITNES my hand and Seal Notarial.

*Edward G. Chaney*  
EDWARD G. CHANEY Notary Public



Recorded- 3rd February, 1953, at 11:15 A.M.

STATE OF MARYLAND, Anne Arundel County, Sct:

I HEREBY CERTIFY, That the foregoing Second Purchase Money Mortgage is a true copy, per photostat, as recorded in Liber J.H.H. 736, folio 156, 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 10th day of February, 1956.

*George T. Cromwell*  
George T. Cromwell, Clerk



ASSIGNMENT OF MORTGAGE FOR PURPOSE OF FORECLOSURE

This Deed, made this 18th day of January, 1956, by and between John C. Behlke and Elsie L. Behlke, his wife, and George B. Woelfel, Attorney.

Witnesseth that for and in consideration of the sum of One Dollar, the said John C. Behlke and Elsie L. Behlke, his wife, do hereby grant and assign unto George B. Woelfel, Attorney, for the purpose of foreclosure all right, title and interest in and to a certain Second Purchase Money mortgage made to the said John C. Behlke and Elsie L. Behlke, his wife, by Norman Paddy and Ruby Paddy, his wife, dated September 11, 1952, and recorded on February 3, 1953, among the Land Records of Anne Arundel County in Liber JHH No. 736, folio 156; and also, for the purpose of foreclosure, all their right, title and interest in the property described in said mortgage and in the mortgage debt intended to be secured thereby.

Witness our hands and seals this 18th day of January, 1956.

Witness:

S/ John C Behlke  
John C. Behlke

S/ Elsie L. Behlke  
Elsie L. Behlke

S/ Mary M Hoff  
Mary M. Hoff

STATE OF MARYLAND, Anne Arundel County, to Wit:

I hereby certify that upon this 18th day of January, 1956, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared John C. Behlke and Elsie L. Behlke, his wife, and each acknowledged the foregoing Assignment to be their deliberate act and deed.

Witness my hand and seal Notarial:

(Notarial Seal)

S/ Mary M. Hoff  
Mary M. Hoff  
Notary Public

Filed FEB 23 1956

7

STATE OF MARYLAND, Anne Arundel County, Sct:

I HEREBY CERTIFY, That the foregoing Assignment of Mortgage is a true copy as left for recording on February 9, 1956, at 11:30 A.M., in the Circuit Court for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 9th day of February, 1956.



George T. Cromwell  
George T. Cromwell, Clerk

*No. 11,662 Equity*

\$-500.00-----

Annapolis, September 11, 1952

On Demand \_\_\_\_\_ after date we promise to pay to  
the order of JOHN COLLINSON BEHLKE and ELSIE LOUISE BEHLKE, his wife

Five Hundred and 00/100-----DOLLARS

at Annapolis, Maryland, with interest thereon at 6% per annum, payable in monthly installments of at least (\$10.00)

Value received

Norman E. Paddy (SEAL)

No. \_\_\_\_\_ Due \_\_\_\_\_

Ruby M. Paddy (SEAL)

Filed FEB-23-1956

8

We hereby assign this note  
and the debt secured thereby  
to George B. Woelfel for the  
purpose of foreclosure

*John C. Behlke*

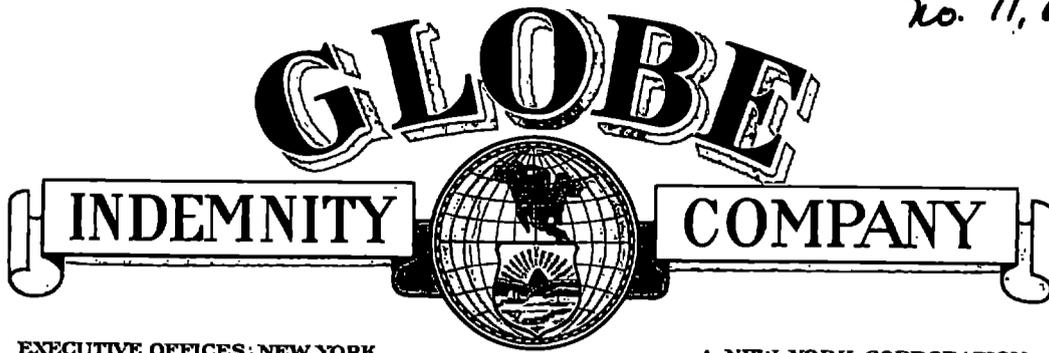
John C. Behlke

*Elsie L. Behlke*

Elsie L. Behlke



No. 11, 66<sup>a</sup> Equity



EXECUTIVE OFFICES: NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, George B. Woelfel, as PRINCIPAL, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as SURETY, are held and firmly bound unto the State of Maryland in the full and just sum of One Thousand Dollars (\$1,000.00) 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, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 22nd day of March, 1956.

WHEREAS by virtue of a power of sale contained in a Mortgage from Norman E. Paddy and Ruby M. Paddy, his wife, recorded among the Land Records of Anne Arundel County in Liber J.H.H. 736, Folio 156, bearing date on or about the 11th day of September, 1956, the said George B. Woelfel as Assignee, is authorized and empowered to make sale of the property described in said mortgage in case default should occur in the principal debt secured by said mortgage or of the interest thereon in whole or in part. AND WHEREAS, default has occurred in the payment of the principal and interest aforesaid, and the said George B. Woelfel as Assignee of said mortgage is about to execute said power and make sale of the property described in said mortgage.

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

WITNESS:

*Margaret B. Hendrix*  
Margaret B. Hendrix, as to all

*George B. Woelfel* (SEAL)  
George B. Woelfel, PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate  
By *John H. Hopkins, IV*  
John H. Hopkins, IV, Attorney-in-fact  
SURETY

*Bond approved this 22 March, 1956.*  
*George J. Crowell, Clerk.*

Filed                       
MAR 22 1956





recorded among the Land Records aforesaid in Liber JHH No. 736, folio 152, on which there was a balance due on the date of sale of \$3373.00, the said Elizabeth Kramer being at the sum of \$200.00 the highest bidder for the aforesaid property under the said second purchase money mortgage, the terms of said sale being cash.

Respectfully submitted,

George B. Woelfel  
George B. Woelfel, Assignee

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify, that upon this 4th day of April, 1956, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared George B. Woelfel, Assignee named in the above Report of Sale, and made oath in due form of law, that the matters and things stated in the foregoing Report are true to the best of his knowledge, information and belief, and that the sale therein reported was fairly made.

Witness my hand and seal Notarial:

Mary M. Hoff  
Mary M. Hoff  
Notary Public

In the Matter of the Sale of  
the Mortgaged Real Estate of

~~XXXXXX~~

Norman E. Paddy and  
Ruby M. Paddy, his wife

IN THE  
CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,662 Equity

Ordered, this 6th day of April, 1956, That the sale of the  
property in these proceedings mentioned  
made and reported by George B. Woelfel, Assignee  
~~Trustee~~

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~~ <sup>was</sup> \$200.00.

*George J. Cromwell* Clerk.

True Copy,

Filed APR 6 1955

TEST: Clerk.

(Final Order)

In the Matter of the Sale of  
the Mortgaged Real Estate of

~~XXXXXX~~

Norman E. Paddy and  
Ruby M. Paddy, 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 ~~Trustee~~ <sup>Assignee</sup> aforesaid, be and the same ~~is~~ <sup>is</sup> 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~~ <sup>Assignee</sup> allowed the usual commissions and such proper expenses as he shall pro-  
duce vouchers for the Auditor.

*Benjamin Michaelson*  
Judge.

FILED  
1956 MAY 16 PM 3:44

GEORGE B. WOELFEL,  
Attorney at Law,  
9-11 School Street  
Annapolis, Maryland

**Assignee's Sale  
OF VALUABLE FEE  
SIMPLE PROPERTY**

**WOODLAND BEACH,  
CORNER RIDGEVILLE  
AND CAMBRIDGE  
ROADS,  
FIRST ELECTION  
DISTRICT OF ANNE  
ARUNDEL COUNTY**

Under and by virtue of the power and authority contained in a Second Purchase Money Mortgage from Norman E. Paddy and Ruby M. Paddy, his wife, to John Collison Behlke and Elsie Louise Behlke, his wife, dated September 11th, 1952, and recorded among the Land Records of Anne Arundel County in Liber JKH No. 736, folio 156 (default having occurred thereunder) and in a Long Deed of Assignment of said mortgage from the said John Collison Behlke and wife to George B. Woelfel, Attorney, for the purpose of foreclosure, dated January 18th, 1956, and recorded among the Land Records aforesaid in Liber GTC No. 999, folio 465, the undersigned Assignee will sell at public auction at the Circuit Court House Door in the City of Annapolis on

**Tues., March 27th, 1956  
at 11:00 A. M.**

all these lots of ground, together with improvements thereon, lying being and situate in the First Election District of Anne Arundel County and more particularly described as follows:

Lots Numbered 419, 420, 434, 435, 436 and 437 as shown on plat entitled "Map of Woodland Beach, District No. 1, Anne Arundel County, Maryland, Sheet No. 1" and recorded among the Land Records of Anne Arundel County in Plat Book No. 8, page 8. Said lots combining to form a parcel of land having a frontage of 120 feet on Ridgville Road and 100 feet on Cambridge Road.

IMPROVEMENTS: Frame bungalow having five (5) rooms and bath, enclosed front and back porches, storm doors and windows, and hot and cold running water.

PRIOR ENCUMBRANCE: This property is subject to a First Purchase Money Mortgage from Norman E. Paddy and wife to Enterprise Federal Savings & Loan Association, of Annapolis, Maryland, dated September 11th, 1952, and recorded among the Land Records aforesaid in Liber JKH No. 736, folio 152, on which there is a current balance of approximately \$3250.00. Exact balance due will be announced on date of sale.

TERMS OF SALE: A cash deposit of Five Hundred (\$500.00) Dollars will be required of the purchaser at the time of sale, balance of purchase price to be paid upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest at the rate of 6% from the date of sale to date of settlement, taxes and all other expenses, including sanitary district charges and special assessments, if any, to be adjusted to date of sale.

GEORGE B. WOELFEL, Assignee,  
9-11 School Street,  
Annapolis, Maryland.  
ROBERT H. CAMPBELL,  
121 Prince George Street,  
Annapolis, Maryland.

**FILED** m-22

1956 APR -6 PM 3:58

In the Matter : No. 11662 Equity  
of the Sale :  
of the : In the  
Mortgaged Real Estate : Circuit Court  
of : for  
Norman E. Paddy and wife: Anne Arundel County

**AUCTIONEER'S CERTIFICATE AND PURCHASER'S  
AGREEMENT**

I hereby certify that upon this 27th day of March, 1956, I sold the within described property unto *Elizabeth A. Kramer* at and for the sum of *Two Hundred (\$200)* Dollars, she being at that figure the highest bidder therefor.

Witness my hand and seal placed hereon the day and year first above written.

Witness:

*George B. Woelfel*

*Robert H. Campbell* (Seal)  
Robert H. Campbell  
Auctioneer

I hereby certify that upon this 27th day of March, 1956, I purchased the within described property from Robert H. Campbell, Auctioneer, at and for the sum of Dollars and I do hereby agree to comply with the terms of said sale.

Witness my hand and seal placed hereon the day and year first above written.

Witness:  
*George B. Woelfel*

*Elizabeth A. Kramer* (Seal)  
Purchaser

# Maryland Gazette

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 - Sale  
to \$ 11,662.

Norman E. Paddy

was published in

## Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 14th

day of May, 1956. The first

insertion being made the 12th day of

April, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

### Order Nisi

IN THE CIRCUIT COURT  
FOR ANNE ARUNDEL COUNTY  
No. 11,002, Equity

In The Matter Of The Sale Of The  
Mortgaged Real Estate Of NORMAN  
E. PADDY And ROSEY M. PADDY,  
His Wife.

Ordered, this 6th day of April, 1956,  
That the sale of the property in those  
proceedings mentioned made and re-  
ported by George B. Woelfel, Assignee  
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 \$200.00.

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

m-3

FILED  
FILED

1955 MAY 15 PM 3:05  
No. M.G. 71 1956 MAY 15 PM 3:05



Dr.

In the Matter of the Sale of the Mortgaged Real Estate of Norman E. Paddy and Ruby M. Paddy, his wife

in ac.

To Assignee for Fee, viz:	50 00	
To Assignee for Commissions, viz:	14 00	64 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	9 00	47 00
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	60 00	
Capital-Gazette Press - order nisi (sale)	8 00	
Capital-Gazette Press - order nisi (acct)	6 00	
Globe Indemnity Co. - bond premium	10 00	
Robert H. Campbell - auctioneer's fee	20 00	
certified copy and		
Clerk of Court - recording assignment	8 25	
One-half Federal documentary stamps	28	
One-half State documentary stamps	27	
Mary M. Hoff - notary fees	1 00	113 80
To Assignee for Taxes, viz:		
1956 State and County taxes (\$64.26) - adjusted to 3/27/56	15 31	15 31
		240 11
Amount of mortgage claim filed	606 30	
Amount of above deficit	40 11	
Balance due by mortgagors	646 41	

with

George B. Woelfel, Assignee

Cr.

1956

Mar. 27 Proceeds of Sale

200 00

200 00

DEFICIT

40 11

240 11

In the  
**CIRCUIT COURT**  
For  
**ANNE ARUNDEL COUNTY**

In the Matter of the Sale of the  
Mortgaged Real Estate  
VERSUS of  
Norman E. Paddy  
and  
Ruby M. Paddy, his wife

No. 11,662

Equity.

ORDERED, This 20th day of July, 1956, That the  
Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 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.

*filed 20 July 1956  
3:45 pm*

*George T. Cromwell Plt*

**In the Circuit Court for Anne Arundel County**

ORDERED BY THE COURT, this 17th 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 ~~proceeds~~ apply the proceeds accordingly with a due proportion  
of interest as the same has been or may be received.

*Benjamin Nicolson  
Judge*

**FILED**  
1957 JAN 17 PM 3:42

OFFICE OF  
**Maryland Gazette**

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

**CERTIFICATE OF PUBLICATION**

Annapolis, Md., September 15, 1956

We hereby certify, that the annexed -----

Order Nisi - Eq 11,662  
Creditor Account

Norman E. Paddy  
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.

**Order Nisi**

IN THE CIRCUIT COURT  
FOR ANNE ARUNDEL COUNTY  
NO. 11,002 EQUITY  
In The Matter Of The Sale Of  
The Mortgaged Real Estate Of  
NORMAN E. PADDY, and,  
RUBY M. PADDY, his wife. . . . .  
Ordered, this 20th day of July, 1956.  
That the Report and Account of the  
Auditor, filed this day in the above  
entitled cause BE RATIFIED AND  
CONFIRMED, unless cause to the con-  
trary be shown on or before the 27th  
day of August next; Provided, a copy  
of this Order be inserted in some news-  
paper published in Anne Arundel Coun-  
ty, 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.

**FILED**

No. M.G. 25576  
1956 OCT 29 AM 11:39

By H. Tilghman

20

Pg

JOHN HEBRON,  
Ferndale, Anne Arundel  
County, Maryland  
PLAINTIFF

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

vs

ARTHUR QUEEN and ROBERTA  
QUEEN, his wife.  
Ferndale, Anne Arundel  
County, Maryland  
DEFENDANTS

NO. 9851 EQUITY

\*\*\*\*\*

BILL OF COMPLAINT TO REFORM DEED

\*\*\*\*\*

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of John Hebron, by John Demyan,  
/and Noah A. Hillman,  
Jr., his Solicitor, respectfully shows:

1. That the Plaintiff on March 7, 1949, purchased for  
Five Hundred (\$500.00) Dollars the property described in deed re-  
corded among the Land Records of Anne Arundel County, Maryland in  
Liber J.H.H. 517, folio 17; from Arthur Queen and Roberta Queen,  
his wife; the original deed is filed herewith as part hereof,  
marked "Exhibit A".

2. That the granting clause of said deed conveys the  
aforesaid property in fee simple unto the Plaintiff but the  
habendum clause attempts to limit the plaintiff's interest to a  
life estate with remainder to the defendants.

3. That the Plaintiff has paid the defendants the full  
purchase price of Five Hundred (\$500.00) Dollars for the said  
property, to be conveyed in fee simple.

4. That the Plaintiff and defendants are in no way  
related and there was no arrangement whereby the Plaintiff was  
merely acquiring a life estate rather than a fee simple interest.

5. That the Defendants immediately upon payment of the  
purchase money of \$500.00 by the Plaintiff, had a deed prepared by  
the Defendant's attorney, had the same recorded and then forwarded  
the recorded deed to the Plaintiff who although unable to read,  
brought the deed to his attorney wherein it was discovered that

Filed Dec. 12 1949.

1

the Defendants although conveying a fee simple deed attempted by the habendum clause to limit the interest of the Plaintiff to a life estate; thereby creating a cloud on title of the Plaintiff.

6. That the Defendants have committed a fraud upon the Plaintiff by executing the aforesaid deed attempting to limit the Plaintiff's fee simple interest to a life estate, whereas a fee simple interest was intended to be conveyed between the parties.

TO THE END, THEREFORE:

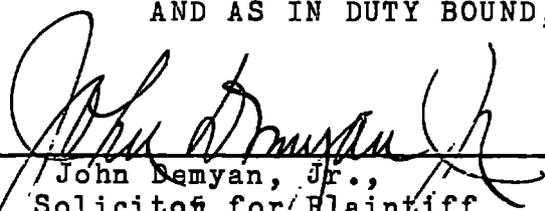
(a) That the deed may be so reformed so as to comply with and truly set forth the agreement made by the Defendants with the Plaintiff, by the execution of a new deed conveying the aforesaid property in fee simple without any limitations, or restrictions imposed thereon.

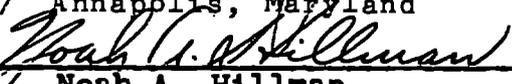
(b) That Arthur Queen and Roberta Queen, his wife, be required to execute a new deed conveying the aforesaid property in fee simple; and in the event of their failure or refusal, then that a Trustee be appointed without bond, to so convey the said property.

(c) That the Plaintiff may have such other and further relief as his case may require.

May it please your Honors to grant unto the Plaintiff the Writ of Subpoena directed to the Defendants, Arthur Queen and Roberta Queen, his wife, whose address is Ferndale, Anne Arundel County, Maryland; commanding them to be and appear in this Court on some certain day to be named therein, and answer the premises and abide by and perform such decree as may be passed therein.

AND AS IN DUTY BOUND, etc.

  
\_\_\_\_\_  
John Demyan, Jr.,  
Solicitor for Plaintiff  
County Trust Bank Bldg.  
Annapolis, Maryland

  
\_\_\_\_\_  
Noah A. Hillman  
Maryland Hotel Building  
Annapolis, Maryland

  
\_\_\_\_\_  
John Hebron  
Plaintiff

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 12<sup>th</sup> day of November, 1949; before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared John Hebron, Plaintiff, and he made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint to Reform Deed are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.



Amelia N. Tubman

Notary Public

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THIS DEED, made this <sup>March</sup> 7<sup>th</sup> day of ~~November~~, 1947, by and between Arthur Queen and Roberta Queen, his wife, parties of the first part and the Glen Burnie Savings and Loan Association, party of the second part, a body corporate, of the State of Maryland, and John Hebron, party of the third part.

WHEREAS the Glen Burnie Savings and Loan Association, a body corporate of the State of Maryland, is the holder of a Mortgage covering the hereinafter described property dated the 31st day of October, 1947 and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. 440 ---, folio 521 ---.

AND WHEREAS the party of the second part joins herein for the purpose of releasing the hereinafter described property from the force and effect of the said mortgage.

NOW THEREFORE WITNESSETH: That for and in consideration of the sum of Five Dollars and other good and valuable considerations, receipt whereof is hereby acknowledged, the parties of the first and second part do hereby grant and convey unto the party of the third part, John Hebron, his heirs and assigns, in fee simple.

ALL that lot of ground lying and being in the Fifth Election District of Anne Arundel County near Ferndale Station, more particularly described as follows:

BEGINNING for the same on the southwest side of Baltimore Avenue, as shown on a plat of Ferndale Farms, Section "B", filed among the Land Records of Anne Arundel County and as laid out 40 feet wide; at an iron pipe heretofore set at the end of the South 46 degrees 32' East 140.90 feet line of a conveyance to Arthur and Roberta Queen, dated November 15th, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 294, Folio 227, and running thence, with part of the eastmost boundary of the said Queen property, as corrected for magnetic variation, South 7 degrees 50' West 100 feet to a hub, thence running North 82 degrees 10' West 60 feet to a hub, thence running parallel with the said eastmost line of the whole tract,

North 7 degrees 50' East 143.32 feet to intersect the aforesaid South 46 degrees 32' East 140.90 feet line; and the southwest side of the said Baltimore Avenue; thence running with the said lastmentioned line, South 46 degrees 20' East 74.01 feet to the place of beginning.

BEING a part of the property acquired by the parties of the first part from Ebenezer Brooks by deed dated , and recorded among the Land Records of Anne Arundel County, in Liber F.S.R. 87----folio 334 . .

TOGETHER with the buildings and improvements thereon and all of the rights and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the aforesaid described property unto the said John Hebron for the term of his natural life and upon his death to revert in and unto the Grantors, Arthur Queen and Roberta Queen, his wife, their heirs and assigns, in fee simple, as tenants by the entireties.

AND the parties of the first part do hereby covenant that they will warrant specially the title to the property hereby conveyed and that they will execute such other or further assurances of the same as may be requisite.

WITNESS the hands and seals of the parties of the first and second part.

WITNESS:

Alice L. Wood  
Alice L. Wood

Arthur Queen (SEAL)  
Arthur Queen

Roberta Queen (SEAL)  
Roberta Queen

Glen Burnie Savings and Loan Association



ATTESTED TO:  
Fred W. Rueth  
FRED. W. RUETH Secretary

BY Joseph D. Groh  
Joseph D. Groh President

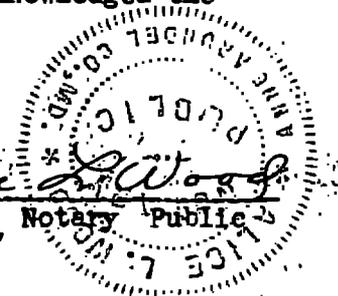
STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:  
on this 7<sup>th</sup> day of ~~March~~ March, 1949,  
I hereby certify, that/before me, the subscriber, a Notary Public

for the State of Maryland, in and for the county aforesaid, personally appeared Arthur Queen and Roberta Queen, his wife, and they acknowledged the foregoing deed to be their act.

WITNESS my hand and Notarial Seal.

My Commission expires May 2nd, 1949

Alice L. Wood  
Alice L. Wood, Notary Public

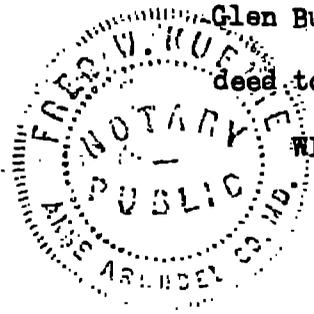


STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 18<sup>th</sup> day of ~~November~~ FEBRUARY, 1949

before me, the subscriber, a Notary Public for the State of Maryland, and the County aforesaid, personally appeared Joseph D. Groh President of the Glen Burnie Savings and Loan Association, and he acknowledged the foregoing deed to be its corporate act.

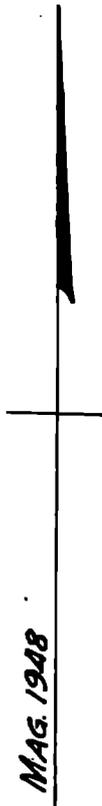
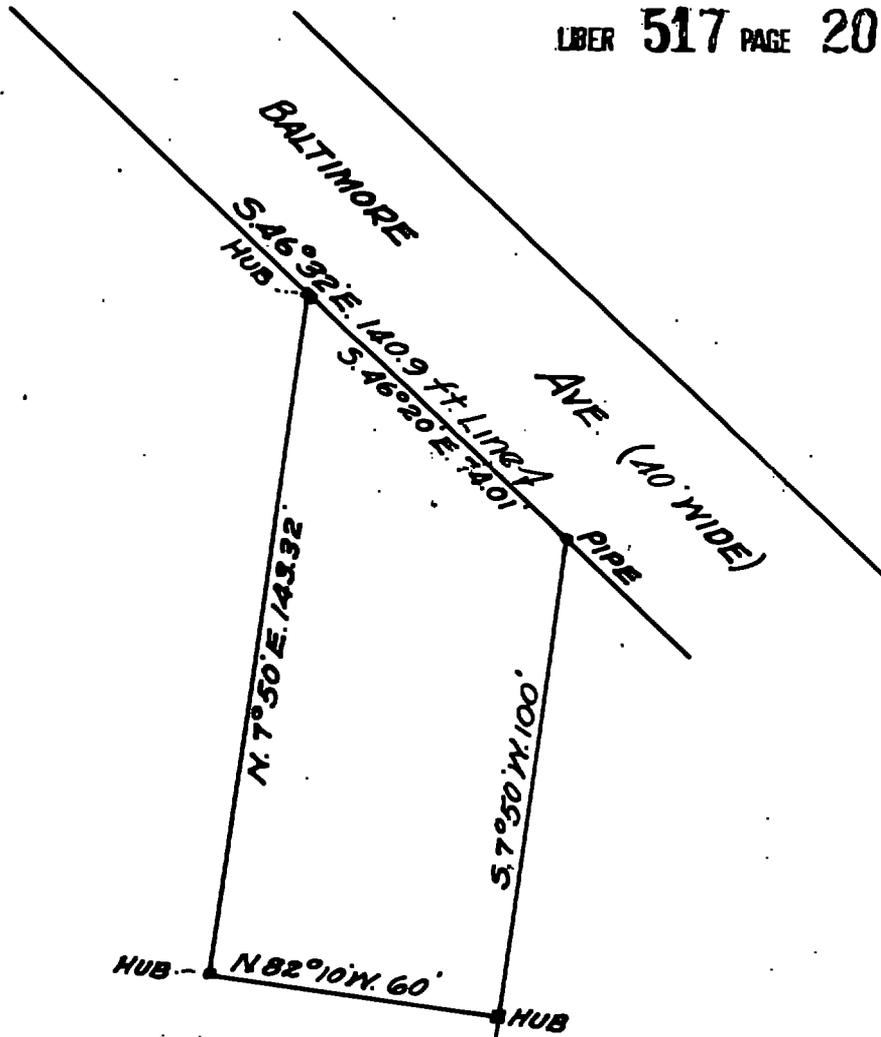
WITNESS my hand and Notarial Seal.



*Fred W. Kuethe*

FRED. W. KUETHE Notary Public

Recorded April 7th. 1949 at 10:20 A.M.



SCALE: 1" = 40'  
 PROPERTY OF  
 JOHN HEBRON  
 PART OF QUEEN TRACT  
 FERNDALE, MARYLAND

OCT. 1948

*Thomas H. Shivers*

Reg. Eng. No. 1110



7

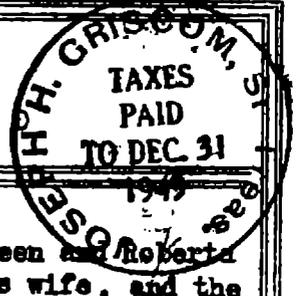
Service of copy admitted

this \_\_\_\_\_ day \_\_\_\_\_ 19\_\_\_\_

Attorney for \_\_\_\_\_

*I hereby certify that the property described in the standard form attached is owned as provided by law 1920.*

*R. Harry Arnold,*  
*Chair*



From: Arthur Queen and Roberta Queen, his wife, and the Glen Burnie Savings and Loan Association  
To: John Hebron

Lot of ground in Fifth Election District of Anne Arundel County near Ferndale Station

*Recorded by Record Dept. of St. Esters, Md. on 12/16/49 and the same day recorded in Liber A. H. H., Vol. 17 Pl. 17 of the Records of Anne Arundel County.*  
*John H. Hopkins*

LOUIS M. STRAUSS  
ATTORNEY-AT-LAW  
ANNAPOLIS, MD.

Stollers, Inc.

JOHN HEERON,  
Ferndale, Anne Arundel  
County, Maryland

Plaintiff

vs.

ARTHUR QUEEN AND ROBERTA  
QUEEN, his wife,  
Ferndale, Anne Arundel County,  
Maryland

Defendants

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 9851 EQUITY

.....

ANSWER TO BILL OF COMPLAINT  
AND CROSS\*BILL

NOW COMES, Arthur Queen and Roberta Queen, his wife, by Louis M. Strauss,  
their solicitor, and for answer to the Bill of Complaint against them exhibited,  
says:

1. In answer to Paragraph Number One of the said Bill of Complaint,  
the Defendants admit so much of the allegations as refer to the execution of  
the deed therein referred to, but deny an outright purchase of the land as  
alleged.

2. In answer to Paragraph Number Two, your Defendants deny the assump-  
tion that the deed conveys a fee simple title unto the Plaintiff and admits  
the Plaintiff's interest is a life estate with a remainder to the Defendants.

3. In answer to Paragraph Number Three of the said Bill of Complaint,  
your Defendants emphatically deny the allegations therein contained.

4. In answer to Paragraph Number Four of the said Bill of Complaint,  
your Defendants emphatically deny the allegations therein contained.

5. In answer to Paragraph Number Five of the said Bill of Complaint,  
your Defendants admit so much of Paragraph Five that refers to the preparation  
of a deed, limiting the Plaintiff to a life interest in the property therein  
set out and respectfully represents that the said deed was intended to be so  
drawn that it was the sole purpose of the Defendants to so convey the property  
in order to provide a home for Lizzie Hammond, step-mother of the said Roberta  
Queen, who has lived with the said John Hebron for ten years or more and that  
the said arrangement was made for and in behalf of the said Lizzie Hammond,

Filed Dec. 29<sup>th</sup> 1949.

who has no immediate relatives or heirs and for the said John Hebron, who has no near relatives and that the said property was so conveyed at their request after they found themselves homeless by reason of having a previous home condemned by public authorities for use as a Friendship airport, and after the Defendants had refused to sell any of their property at Ferndale to many prospective buyers, including the said John Hebron and Lizzie Hammond, one of your Defendants step-mother; who occupies and contributes to the maintenance of the said house erected on said lot of ground in question and who has permissive use to make use of other property of your Defendants as a means of ingress and egress to the said lot and improvements. And further answering the said Paragraph Number Five, your Defendants affirmatively assert that the reservations in the deed are the true intentions of the parties hereto and in furtherance of an understanding made prior to the possession and entry upon the land involved.

6. In answer to Paragraph Number Six of the said Bill of Complaint, your Defendants emphatically deny the allegations therein contained and reiterate that the execution of the deed therein mentioned is in accordance with the wishes of the Plaintiff and the Defendants and that no fee simple interest was intended to be conveyed by said deed.

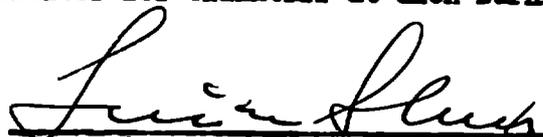
AND by way of Cross Bill and furthering answering the said Bill of Complaint, your Defendants pray relief in the event the Court determines the deed in question conveys other than a life interest to and unto the Complainant because of its form and wording, then in such an event that this Honorable Court grant relief to the Respondents as Cross-Complainants herein and decree and by way of relief to your Respondents, that a trustee or trustees be appointed to convey the said property to John Hebron for the term of his natural life and upon his death to and unto Arthur Queen and Roberta Queen, his wife.

AND HAVING FULLY answered the said Bill of Complaint, your Defendants pray to be hence dismissed with costs.

AND, AS IN DUTY BOUND, ETC.

  
 Attorney for Defendants and  
 Cross-Complainants

copy mailed to John Demyan, Jr., Solicitor for Plaintiff at Glen Burnie,  
 Maryland December 29th, 1949.

  
 Attorney for Defendants and  
 Cross-Complainants

Oct 4

1948

Received from Fannie Hebron

Five hundred Dollars

for lot of ground in Ferndale

\$500.00

Arthur Jones

Plaintiff's Exp 1

dated 26th Apr. 1951

JOHN HEBRON

VS.

ARTHUR QUEEN and  
ROBERTA QUEEN, his wife

\*  
\*  
\*  
\*

IN THE CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

NO. 9851 EQUITY

\*\*\*\*\*

ANSWER TO CROSS-BILL OF COMPLAINT

\*\*\*\*\*

Now comes the Plaintiff and Cross-Defendant, John Hebron, by Noah A. Hillman and John Demyan, his Solicitors and for answer to the Cross-Bill of Complaint in this case shows:

1. That for the reasons shown in his Bill of Complaint this Court should not grant the relief prayed in said Cross-Bill.
2. That in the event this Court should determine that the Plaintiff and Cross-Defendant has only a life estate there is no objection to the appointment of a Trustee to so convey the property.
3. That he denies that the Defendants are entitled to any relief whatsoever on the Bill of Complaint, Answer and Cross-Bill of Complaint.

WHEREFORE, having fully answered the said Cross-Bill of Complaint the Plaintiff and Cross-Defendant prays that said Cross-Bill of Complaint be dismissed with costs.

AND, as in duty bound, etc.

*Noah A. Hillman*

*John Demyan*  
Solicitors for Plaintiff and  
Cross-Defendant

*Filed 27 Apr, 1957*

*Louis M. Strasser per MFB  
ATTORNEY FOR DEFENDANTS*

*April 27 1957*

SERVICE OF COPY ADMITTED

NOAH A. HILLMAN  
ATTORNEY AT LAW  
ANNAPOLIS, MARYLAND

John Hebron,	{	No.9851 Equity.
Plaintiff,	{	In the Circuit Court for
vs.	{	Anne Arundel County.
Arthur Queen,	{	
Defendant.	{	

This is a proceeding to reform a deed from Arthur Queen and Roberta Queen, his wife, to John Hebron, dated March 7, 1949, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 517, folio 17 etc. Roberta Queen is now deceased. The defendant by his cross-bill admits that the deed should be reformed, but not in accordance with the contention of the plaintiff. By the granting clause in the deed in question, the property was conveyed to John Hebron, his heirs and assigns, and the habendum et tenendum clause attempted to cut down the fee-simple estate to a life estate to Hebron and upon his death the property would revert to Arthur Queen and Roberta Queen, his wife, as tenants by the entireties.

The plaintiff contends that he purchased an absolute fee simple estate and not a life estate, and the defendant claims that the intention of all the parties was that the deed should be so drawn to provide a home for Lizzie Hammond and for John Hebron a life estate with remainder to Arthur Queen and Roberta Queen, his wife.

Testimony was taken in open Court and showed that John Hebron owned a house and lot which was needed by the public authority in the development of Friendship International Airport, and, being deprived of his home, he had to locate elsewhere. He is forty-seven years old and can neither read nor write. He has living with him as his housekeeper, Elizabeth Hammond, who is seventy-eight years of age. Elizabeth Hammond was the step-mother of Roberta Queen, the deceased wife of the defendant, Arthur Queen. Hebron testified that he told Mrs. Hammond to ask Arthur Queen to come over to see him and, as a result of the request, Arthur came and John asked him to sell him a piece of land so that he might build a house wherein to live. He testified that

*Filed 10 May, 1951.*

Queen offered to sell him a lot for \$500.00 and thereafter in October, 1948, the parcel of land was surveyed. On October 4, 1948, John Hebron paid \$500.00 to Arthur Queen "for lot of ground in Ferndale." The deed was not executed until March 7, 1949. In October, 1948, Solden Nicholson was engaged to construct a four room house on the lot and his account totaled \$2300.00. He was paid this amount by Mrs. Hammond.

Mrs. Hammond stated that the money was not her money but belonged to John Hebron. Mrs. Hammond said she has expressed a desire to live on the property (1) because she had formerly lived there with her husband and (2) because the property was convenient to stores and to the bus line. She also testified that Arthur Queen set the price and there was no discussion about any life estate.

Ernest Srnec testified that he owns a lot which abuts on the Hebron land and that he bought his lots three or four years ago and they are worth from \$250.00 to \$300.

Arthur Queen testified that he was unwilling to sell any of his land, but, when he found out that his wife's stepmother desired to live on the place, he was willing to convey a life estate to Hebron, with remainder or reversion to himself and his wife. Queen's adopted daughter, Eleanor, testified that Mrs. Hammond knew the land would go back to Arthur Queen and his wife, but Mrs. Hammond and John Hebron deny that the daughter was present.

The receipt, offered in evidence, shows that Hebron paid \$500.00 for the lot on October 4, 1948, and the receipt shows it was for a lot of ground in Ferndale. Hebron entered into possession and immediately began the construction. The deed, however, was not executed until March 7, 1949, five months and three days after the money was paid. The deed was prepared by the Attorney for the defendant, and was submitted to Hebron, who could neither read nor write, and a month later Queen left the deed with the Clerk of this Court for recording.

It is a cardinal principle of law that deeds are always construed more strongly against the grantor. *Powell v. Hopkins*, 38 Md. 1; *Stockett v. Goodman*, 47 Md. 54; *Maryland State Fair v. Schmidt*, 147 Md. 613. To ascertain the true meaning of a deed, the situation of the parties and the circumstances

attending the execution of the deed may be considered. *Hodges v. Owings*, 178 Md. 300; *Weiprecht v. Gill*, 62 A. 2d 253, 63 A. 2d 311.

With these principles in mind, and giving consideration to the evidence offered in this case, the court must find that it was the intention of the parties at the time the purchase was made to convey an absolute fee simple estate unto John Hebron. And as the deed does not express that intention the plaintiff is entitled to have the deed reformed. *Vincent v. Palmer*, 179 Md. 365; *McKeever v. Washington Heights Realty Corp.* 183 Md. 216; *Hoffman v. Chapman*, 182 Md. 208; *Kolker v. Gorn*, 67 A. 2d 258; *Hesson v. Hesson*, 121 Md. 626.

Having reached the conclusion that John Hebron is entitled to an absolute and unqualified fee simple estate in the parcel of land, and not a life estate as contended by the defendant, consideration must be given to the repugnancy between the granting clause and the habendum et tenendum clause.

In *Winter v. Gorsuch*, 51 Md. 180, the Court of Appeals had under consideration a deed under which, by the premises, an unqualified and absolute estate was given to the daughter of the grantor, and by the habendum clause that interest was cut down to a life estate with contingent limitation to her children. Judge Oliver Miller, speaking for the Court of Appeals, said: "The repugnancy and conflict between the two is apparent and irreconcilable, and, in our opinion, there could not be a plainer case for the application of the doctrine above stated. The limitations in the habendum clause must therefore be rejected, and the absolute estate granted by the premises to the daughter must prevail." See, also, *Budd v. Brooke*, 3 Gill, 198; *Farquharson v. Eichelberger*, 15 Md. 63; *Foreman v. Presbyterian Assn.* 30 A. 1114; *Pritchett v. Jackson*, 103 Md. 696; *Callaway v. Forest Park Highlands Co.* 113 Md. 1; *Literski v. Literski*, 166 Md. 641; *Marden v. Leimbach*, 115 Md. 206; *Weinbeck v. Dahms*, 134 Md. 464; *Grove v. Taylor*, 143 Md. 184.

A decree reforming the deed will be passed.

  
Chief Judge

For the reasons set forth in the foregoing opinion, it is this tenth day of May, in the year nineteen hundred and fifty-one, by the Circuit Court for Anne Arundel County, sitting as a Court of Equity, adjudged, ordered and decreed that the habendum et tenendum clause of the deed of Arthur Queen and Roberta Queen, his wife, to John Hebron, dated March 7, 1949, and recorded among the Land Records of Anne Arundel County in Liber J.E.H. No. 517, folio 17 etc., be reformed to read as follows:

"To have and to hold the aforesaid described property unto the said John Hebron, his heirs and assigns, forever in fee simple."

And it is further adjudged, ordered and decreed that the costs of these proceedings, as taxed by the Clerk of this Court, be paid by the defendant, Arthur Queen.

  
Chief Judge.

*Filed 10 May, 1951.*

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DERMOT A. NEE and  
ANTOINETTE K. NEE, his wife  
17 Primrose Street  
Chevy Chase, Maryland

NO. 9713 EQUITY

IN THE CIRCUIT COURT

VS.

GEORGE F. ROSENFELD and  
MYRTLE M. ROSENFELD, his wife  
Cinder Block Plant  
College Park  
Prince George's County, Maryland

FOR

ANNE ARUNDEL COUNTY

::::::

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

YOUR ORATORS, complaining, say:

FIRST: That they are the fee simple owners and in possession of a parcel of land containing approximately 22.502 acres, with improvements thereon, including the boathouse and wharf hereinafter referred to, situate and lying in the Third Election District of Anne Arundel County, Maryland, conveyed to them by Albert J. Goodman, Assignee, by deed dated February 1, 1949, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 510, folio 326, the original of which is filed herewith and marked "Complainants' Exhibit A."

SECOND: That said property is identical with the property acquired by them from the respondents, George F. Rosenfield and Myrtle M. Rosenfield, his wife, by deed dated January 2, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 321, folio 390, the original of which is filed herewith and marked "Complainants' Exhibit B," and is a part of the conveyance to the said George F. Rosenfield by E. Bartlett Hayward and wife by deed dated April 14, 1941, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 236, folio 75, a certified copy of which is filed herewith and marked "Complainants' Exhibit C." That a plat of the aforesaid 22.502-acre tract of land as conveyed to your orators by the said respondents by their deed dated January 2, 1945 (Complainants'

Filed June 6" 1949.

Exhibit B), prepared by J. R. McCrone, Jr., Surveyor, in November, 1944, is filed herewith as "Complainants' Exhibit D."

THIRD: That your orators, by their deed dated October 21, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 385, folio 235, a certified copy of which is filed herewith and marked "Complainants' Exhibit E," conveyed said tract of land to Hilda B. Harris and Richard Harris, her husband, secured by three mortgages, one of which was subsequently foreclosed. That your orators became the purchasers of said property at the assignee's sale held in pursuance thereof, and acquired their present title to the same by virtue of the deed hereinabove referred to as "Complainants' Exhibit A."

FOURTH: That on the 6th day of April, 1949, your orators entered into a written contract of sale for said premises with a certain Gerald J. Sullivan and Cordelia P. Sullivan, his wife, as will appear by reference to a photostatic copy thereof filed herewith and marked "Complainants' Exhibit F." That subsequent thereto, the Maryland Title Guarantee Company of Baltimore, Maryland, reported to the said contract purchasers the recording in Liber J.H.H. No. 375, folio 462, of a deed dated August 16, 1946, from E. Bartlett Hayward and wife to George F. Rosenfield, the respondent herein, purporting to convey a boathouse lying forty feet offshore and wharf attached to the aforesaid premises, which said boathouse and wharf extend into Cool Spring Cove at the southern end of said land, as will appear on the plat filed herewith as "Complainants' Exhibit D." That a certified copy of said deed is filed herewith and marked "Complainants' Exhibit G."

That said boathouse and wharf were erected by E. Bartlett Hayward and wife prior to their conveyance of said property to the respondents on April 14, 1941 (Complainants' Exhibit C), and were still attached thereto when said premises were conveyed to your orators on January 2, 1945 (Complainants' Exhibit B); when conveyed by your orators to Hilda B. Harris and husband on October 21, 1946 (Complainants' Exhibit E); and when again conveyed to your orators by Albert J. Goodman, Assignee, on February 1, 1949

(Complainants' Exhibit A).

FIFTH: That your orators are now advised by their prospective purchasers, Gerald J. Sullivan and Cordelia P. Sullivan, his wife, that the aforesaid deed from E. Bartlett Hayward and wife to George F. Rosenfield (Complainants' Exhibit G), although executed more than one year after the conveyance to your orators of the aforesaid tract of land, together with the buildings and improvements thereupon situate, including the boathouse and wharf hereinabove referred to, casts a cloud upon your orators' title, which they demand be removed.

SIXTH: That the said George F. Rosenfield now threatens to dismantle said boathouse and wharf and remove them to his property adjoining that of your orators.

SEVENTH: That your orators are without an adequate remedy at law; and unless this court of equity intervenes in their behalf, they will be disturbed in their possession of said property by the threatened actions of the respondents in dismantling and removing said boathouse and wharf and by the cloud cast on the title thereof by the recording of the aforesaid deed (Complainants' Exhibit G).

TO THE END, THEREFORE:

A. THAT the title to your orators' said property be quieted and that the cloud cast thereon by the recording of the deed from E. Bartlett Hayward and wife to George F. Rosenfield dated August 16, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 375, folio 462, be removed by a decree of this court.

B. THAT said deed be declared void and of no effect, and that it be vacated, annulled and set aside by decree of this court.

C. THAT the respondent, George F. Rosenfield, be enjoined from destroying and removing the said boathouse and wharf hereinabove referred to or from in any way interfering with your orators' use and occupation thereof.

D. AND for such other and further relief as their case may require.

MAY IT PLEASE YOUR HONORS to grant unto your orators the writ of subpoena directed to the said George F. Rosenfield and Myrtle M. Rosenfield, his wife, who reside at the cinder block plant located in College Park, Prince George's County, Maryland, commanding them to be and appear in this Honorable Court at some day certain to be named therein and answer the premises and abide by and perform such decree as may be passed therein.

AND AS IN DUTY BOUND, ETC.

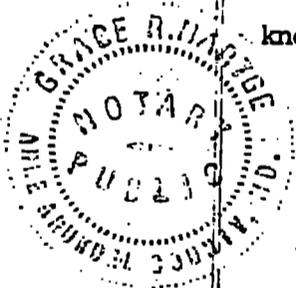
*Albert J. Goodman*

Albert J. Goodman  
12 Church Circle  
Annapolis, Maryland  
Solicitor for Complainants

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 4<sup>th</sup> day of June, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared DERMOT A. NEE and ANTOINETTE K. NEE, his wife, and made oath in due form of law that the matters and facts set forth in the foregoing bill of complaint are true to the best of their knowledge and belief.

AS WITNESS my hand and Notarial seal.



*Grace R. Hartge*  
Grace R. Hartge, Notary Public

DERMOT A. NEE and wife  
VS. GEORGE F. ROSENFIELD and wife

LIBER 100 PAGE 113

NO. 9713 EQUITY  
IN THE CIRCUIT COURT  
FOR ANNE ARUNDEL COUNTY

COMPLAINANTS' EXHIBIT A



NO TITLE EXAMINATION MADE

LIBER 510 PAGE 326

THIS DEED, made this *first* day of *February* 1949, by and between ALBERT J. GOODMAN, Assignee, as hereinafter set forth, of Anne Arundel County and State of Maryland, of the first part, GRANTOR; and DERMOT A. NEE and ANTOINETTE K. NEE, his wife, of the District of Columbia, of the second part, GRANTEEES.

WHEREAS, under and by virtue of a power of sale contained in a mortgage from Hilda B. Harris and Richard Harris, her husband, to Dermot A. Nee and Antoinette Keane Nee, his wife, dated March 14, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 396, folio 267, and duly assigned to the said Albert J. Goodman for purpose of foreclosure to make sale of the property therein described in case of default; and default having occurred thereunder, the said Albert J. Goodman, as the assignee of said mortgage, after having given bond with approved security and after having given due notice of the time, place, manner and terms of sale and having complied with all other requisites of said mortgage and of the law for such cases made and provided, offered the property in said mortgage described for sale by public auction at the Court House door in the City of Annapolis, State of Maryland, on Tuesday, December 28, 1948, at 11 a.m., and then and there sold the said property to Dermot A. Nee and Antoinette K. Nee, his wife, of the District of Columbia, at and for the sum of SEVEN THOUSAND TWO HUNDRED FIFTY DOLLARS (\$7,250.00), they being at that figure the highest bidders therefor; and

WHEREAS, said sale has been duly reported to and finally ratified by the Circuit Court for Anne Arundel County; and the purchase money having been fully paid, as is hereby acknowledged, the said purchasers are entitled to receive a deed to said property, all as by reference to the proceedings in No. 9578 Equity, in the Circuit Court for Anne Arundel County, entitled: "In the Matter of the Sale of the Mortgaged Real Estate of Hilda B. Harris and Richard Harris, her husband," will more fully appear.

NOW, THEREFORE, THIS DEED WITNESSETH: That the said ALBERT J.

*No federal stamp required.*

*Filed June 6 1949*

*5*

GOODMAN, Assignee as aforesaid, in consideration of the premises and of the sum of TEN DOLLARS (\$10.00) to him in hand paid, and in execution of the power and authority in him vested by the said mortgage, does hereby grant and convey unto the said DERMOT A. NEE and ANTOINETTE K. NEE, his wife, all the right, title, interest and estate of all the parties to the aforesaid mortgage at the time of the execution thereof in and to all that lot or parcel of ground situate, lying and being in the Third Election District of Anne Arundel County aforesaid and described as follows:

BEGINNING for the same at an iron pipe set on the south side of a county road leading west from Winchester Station, said point of beginning being 6 feet north of a large apple tree and 5 feet west of a projection on the west side of a barn, and being still further located north 76 degrees 19 minutes west 49.45 feet from the beginning point described in the second parcel of a deed from E. Bartlett Hayward and wife to George Rosenfield dated April 14, 1941, and filed in the Land Records of Anne Arundel County in Liber J.H.H. No. 236, folio 75; thence leaving said county road and running in a line drawn from a point 5 feet west of the northwest corner of the aforementioned barn to a point 10 feet west of the southwest corner of the shingle guest house south 11 degrees 20 minutes west 409.8 feet to an iron pipe now set; thence south 11 degrees 15 minutes east 387.5 feet to an iron pipe set on the east side of the private road leading to an old wharf on Cool Spring Creek; thence with the east side of said road and a part of the western outline of the second parcel of the above-described deed, south 04 degrees 45 minutes east 70.83 feet and south 05 degrees 25 minutes east 111 feet to the shore of Cool Spring Creek at a point approximately in the centre of what remains of the old wharf; thence with the shore of Cool Spring Creek and with the general outline of the same portion of the first parcel of the above-described deed from Hayward to Rosenfield, south 73 degrees 33 minutes west 92.67 feet, south 16 degrees 09 minutes west 157 feet, and south 09 degrees 51 minutes east 156 feet across a sand bar; thence still

with the shore of Cool Spring Creek and the same general outline, south 75 degrees 53 minutes west 155.25 feet, south 59 degrees 09 minutes west 282 feet, south 35 degrees 06 minutes west 53.25 feet, south 0 degrees 49 minutes west 66 feet, and south 71 degrees 47 minutes west 30.67 feet across another sand bar to the waters of the Severn River; thence with the shore line of the same and still following the same general outline of the first parcel of the above-mentioned description, north 50 degrees 31 minutes west 57.8 feet, north 31 degrees 03 minutes west 130.67 feet, north 19 degrees 28 minutes west 115.67 feet, north 17 degrees 28 minutes west 328 feet, north 16 degrees 43 minutes west 99.5 feet, and north 28 degrees 43 minutes west 69 feet to an iron pipe set at the mouth of a large ravine; thence with the same courses, as corrected, and using the same distances where possible to conform to the lines of the first parcel of the original conveyance, north 10 degrees 13 minutes east 195 feet to a wooden stake north 10 degrees 41 minutes east 163.5 feet to a wooden stake, north 19 degrees 33 minutes east 222.5 feet to an iron pipe, and north 49 degrees 33 minutes east 299.03 feet to an iron pipe set on the west side of the present private road leading into the property; thence with the west side of the same and with a part of the second parcel of the original conveyance, north 9 degrees 41 minutes west 61 feet, and north 19 degrees 15 minutes east 77.5 feet to the south side of the first-mentioned county road leading west from Winchester; thence with the south side of the same and with a line that will now be the new northern boundary of the property herein described, south 88 degrees 55 minutes east 169 feet, north 88 degrees 50 minutes east 101.8 feet, south 87 degrees 20 minutes east 98.5 feet, and south 82 degrees 40 minutes east 104.5 feet to the place of beginning, containing 22.502 acres of land, more or less.

BEING the same property which was conveyed to the said Hilda B. Harris and husband by Dermot A. Nee and wife by deed dated October 21, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 385, folio 235.

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

TO HAVE AND TO HOLD the said lot of ground and premises above described and mentioned and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said DERMOT A. NEE and ANTOINETTE K. NEE, his wife, as tenants by the entireties, the survivor of them, their heirs and assigns, in fee simple.

AS WITNESS the hand and seal of said grantor.

WITNESS:

Grace R. Hartge  
Grace R. Hartge

Albert J. Goodman (SEAL)  
Albert J. Goodman, Assignee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this first day of February, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared ALBERT J. GOODMAN, Assignee, the within-named grantor, and acknowledged the foregoing deed to be his deed and

AS WITNESS my hand and Notarial seal.

Grace R. Hartge  
Grace R. Hartge, Notary Public

Recorded-10th-Feby-1949-at-9:30-A.M.



8

DEPT. OF TREASURY  
TAXES PAID  
TO DEC. 31  
1949  
FRONT OFFICE

LIBER 100 PAGE 117

ALBERT J. GOODMAN, Assignee

To

DERMOT A. NEE and  
ANTOINETTE K. NEE, his wife

22.502 acres, near Winchester,  
Third Election District,  
Anne Arundel County, Maryland

Received for Record 10  
of Levy 1949 at 7:30 clock P.M.  
and the same day recorded in Liber  
J.H.H., No. 510 Vol. 326 Land  
Records of Anne Arundel County.

*John H. Hopkins 2d Clerk*

ALBERT J. GOODMAN  
ATTORNEY AT LAW  
12 CHURCH CIRCLE  
ANNAPOLIS, MARYLAND

*4/50*

DERMOT A. NEE and wife  
VS.

GEORGE F. ROSENFELD . wife

Form 3007 3000 10-27-43

LIBER 100 PAGE 118

COMPLAINANTS' EXHIBIT B

NO. 9713 EQUITY  
IN THE CIRCUIT COURT  
OF ANNE ARUNDEL COUNTY

THE MARYLAND TITLE GUARANTEE COMPANY—DEED IN FEE

**This Deed,** Made this 2<sup>nd</sup> day of January F.

in the year one thousand nine hundred and forty ~~four~~, by and between, GEORGE ROSENFELD and MYRTLE M. ROSENFELD, his wife, of Prince Georges County, in the State of Maryland - - - - - parties of the first part; and DERMOT A. NEE and ANTOINETTE KEANE NEE, his wife, of Montgomery County, in the State of Maryland, parties of the second part.

Witnesseth, that in consideration of the sum of Five Dollars (\$5.00), and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said parties of the first part do hereby grant and convey unto the said parties of the second part, as tenants by the entires, their assigns, and unto the survivor of them, his or her - - -

heirs and assigns, in fee simple, all - - - - - that - - - - - lot - - of Severn River, in the Third Election District of Anne Arundel County ground situate ~~mm~~ lying and being on the North side of the/in the State of Maryland, and described as follows, that is to say:

BEGINNING - for the same at an iron pipe set on the south side of a county road leading west from Winchester Station, said point of beginning being 6 feet north of a large apple tree and 5 feet west of a projection on the west side of a barn and being still further located north 76 degrees 19 minutes west 49.45 feet from the beginning point described in the second parcel of a deed from E. Bartlett Hayward and wife to George Rosenfield dated April 14, 1941, and filed in the Land Records of Anne Arundel County in Liber J.H.H. No. 236, folio 75; thence leaving said county road and running in a line drawn from a point 5 feet west of the northwest corner of the aforementioned barn to a point 10 feet west of the southwest corner of the shingle guest house south 11 degrees 20 minutes west 409.8 feet to an iron pipe now set; thence south 11 degrees 15 minutes east 387.5 feet to an iron pipe set on the east side of the private road leading to an old wharf on Cool Spring Creek; thence with the east side of said road and a part of the west outline of the second parcel of the above described deed south 04 degrees 45 minutes east 70.83 feet and south 05 degrees 25 minutes east 111 feet to the shore of the Cool Spring Creek at a point approximately in the centre of what remains of the old wharf; thence with the shore of Cool Spring Creek and with the general outline of the same portion of the first parcel of the above described deed from Hayward to Rosenfield south 73 degrees 33 minutes west 92.67 feet south 16 degrees 09 minutes west 157 feet and south 09 degrees 51 minutes east 156 feet across a sand bar; thence still with the shore of Cool Spring Creek and the same general outline south 75 degrees 53 minutes west 155.25 feet south 59 degrees 09 minutes west 282 feet south 35 degrees 06 minutes west 53.25 feet south 0 degrees 49 minutes west 66 feet and south 71 degrees 47 minutes west 30.67 feet across another sand bar to the waters of the Severn River; thence with the shore line of the same and still following the same general outline of the first parcel of the above mentioned description north 50 degrees 31 minutes west 57.8 feet north 31 degrees 03 minutes west 130.67 feet north 19 degrees 28 minutes west 115.67 feet north 17 degrees 28 minutes west 328 feet north 16 degrees 43 minutes west 99.5 feet and north 28 degrees 43 minutes west 69 feet to an iron pipe set at the mouth of a large ravine; thence with the same courses as corrected and using the same distances where possible to conform to the lines of the first parcel of the original conveyance north 10 degrees 13 minutes east 195 feet to a wooden stake north 10 degrees 41 minutes east 163.5 feet to a wooden stake north 19 degrees 33 minutes east 222.5 feet to an iron pipe and north 49 degrees 33 minutes east 299.03 feet to an iron pipe set on the west side of the present private road leading into the property; thence with the west side of the same

6" 1949

Filed June

and with a part of the second parcel of the original conveyance north 9 degrees 41 minutes west 61 feet and north 19 degrees 15 minutes east 77.5 feet to the south side of the first mentioned county road leading west from Winchester; thence with the south side of the same and with a line that will now be the new northern boundary of the property herein described south 88 degrees 55 minutes east 169 feet north 88 degrees 50 minutes east 101.8 feet south 87 degrees 20 minutes east 98.5 feet and south 82 degrees 40 minutes east 104.5 feet to the place of beginning. Containing 22.502 acres and being all of the first parcel of the conveyance from Hayward to Rosenfield dated April 14, 1941 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 236, folio 75, and a portion of the west part of the second parcel of the same conveyance according to a re-survey made by J. R. McCrone, Junior, Registered Professional Engineer and Land Surveyor in November, 1944, at which time all of the land lines were actually run and the shore line was plotted from the previous description after taking measurements to ascertain that no serious erosion had taken place since the original survey was made.



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

To have and to hold, the said lot --- of ground and premises, unto and to the use of the said parties of the second part, as tenants by the entireties, their assigns, and unto the survivor of them, his or her heirs and assigns, in fee simple, forever.

And the said

Grantors

hereby covenant

that they have not done nor suffered to be done any act, matter or thing whatsoever to encumber the property hereby granted; that they will warrant specially the property hereby granted and conveyed, and they will execute such further assurances of said land as may be requisite.

Witness: the hands and seals of the within named Grantors.

WITNESS:

J. Robert Sherwood

George F. Rosenfield (SEAL)

Myrtle M. Rosenfield (SEAL)

State of Maryland

DISTRICT OF COLUMBIA, CITY OF WASHINGTON, to wit:

~~State of Maryland, Baltimore City~~

County of Prince Georges

I HEREBY CERTIFY, that on this

2<sup>nd</sup>

day of

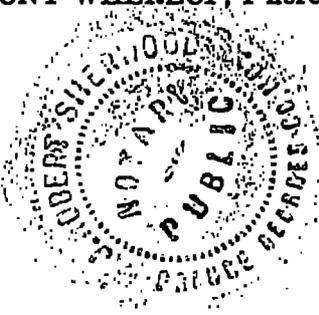
January

in the year one thousand nine hundred and forty ~~four~~ <sup>five</sup> before me, the subscriber, a Notary

Public of the ~~State of Maryland, Baltimore City~~ <sup>Prince Georges County, Maryland</sup> in and for the City ~~of Baltimore~~ <sup>County</sup> aforesaid, personally appeared GEORGE ROSENFELD

and MYRTLE M. ROSENFELD, his wife, the within named Grantors, and they acknowledged the foregoing Deed to be their respective act, and in my presence signed and sealed the same.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my notarial seal



J. Robert Sherwood Notary Public

J. Robert Sherwood, Notary Public Prince Georges County, Maryland.

My commission expires 5/7/45

*1-11-45*  
*EV*  
*(2)*

TAXES PAID  
TO DEC. 31, 1945  
JAMES A. WALTON  
Treas.

LIBER 100 PAGE 121

THE MARYLAND TITLE GUARANTEE  
COMPANY

Application No. 76845.....

**DEED**

Written by PV:MB.....

FROM

Approved by *[Signature]* Examiner.

F.  
GEORGE ROSENFELD AND WIFE

Ready for Record *[Signature]*

TO

DERMOT A. NEEL AND WIFE

Block No.....

Received for Record *Jan 12 1945*

at *11-20* o'clock *AM* M. Same day recorded

in Liber *214* No. *321* Folio *390*

&c., one of the Land Records of.....

*[Signature]* and examined per

*[Signature]* Clerk.

Cost of Record, \$ *4.50*

*[Signature]* *5.00*

DERMOT A. NEE and wife  
VS.  
GEORGE F. ROSENFELD and wife

NO. 9713 EQUITY  
IN THE CIRCUIT COURT  
FOR ANNE ARUNDEL COUNTY

COMPLAINANTS' EXHIBIT C

Int.Rev.Stamp. \$44.00 Md. State Stamp \$40.00

THIS DEED, made this 14th day of April, in the year nineteen hundred and Forty-one (1941) by and between E.Bartlett Hayward and Gladys Mason Hayward, his wife, of Rehoboth Beach, State of Delaware, parties of the first part, and George F. Rosenfield, of Prince George's County, State of Maryland, party of the second part,

WITNESSETH: THAT for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations, paid them by the party of the second part, the receipt whereof by the parties of the first part is hereby acknowledged, they, the said parties of the first part, have bargained and sold and by these presents do grant and convey unto the said George F. Rosenfield, his heirs and assigns, forever, in fee simple,

ALL those two tracts of land situate, lying and being on the north side of the Severn River, in the Third Election District of Anne Arundel County, Maryland, and described as follows, that is to say:

First. BEGINNING for the same on the centre line of a wharf on the north side of Cool Spring Creek and in the head of the first cove on said Creek east of the Severn River, where it is intersected by the seventh line of the whole tract of which this is a part, said point of beginning being South 72 degrees 44 minutes West 8 feet from the northeast corner of said wharf; and running thence binding on Cool Spring Creek the eight following courses and distances; South 72 degrees 44 minutes West 92 feet 8 inches; South 15 degrees 20 minutes West 157 feet; South 10 degrees 40 minutes East 156 feet; South 75 degrees 4 minutes West 155 feet 3 inches; South 58 degrees 20 minutes West 282 feet; South 34 degrees 17 minutes West 53 feet 3 inches; South 66 feet; and South 70 degrees 58 minutes West 30 feet 8 inches to the Severn River; thence binding on the Severn River the six following courses and distances; North 51 degrees

6" 1949.  
Filed June

20 minutes West 57 feet 8 inches; North 31 degrees 52 minutes West 130 feet 8 inches; North 20 degrees 17 minutes West 115 feet 8 inches; North 13 degrees 32 minutes West 312 feet; North 17 degrees 32 minutes West 99 feet 6 inches; and North 29 degrees 32 minutes West 69 feet; thence leaving said river and up a ravine North 8 degrees 27 minutes East 189 feet to a willow tree marked with three notches; North 9 degrees 52 minutes East 163 feet 6 inches to a large poplar tree marked with three notches; North 18 degrees 44 minutes East 222 feet 6 inches to a large poplar tree marked with 3 notches; North 48 degrees 44 minutes East 218 feet 10 inches to a large poplar tree marked with 3 notches; North 48 degrees 44 minutes East 80 feet 2 inches to the middle of a road; thence along middle of said road the eleven following courses and distances: South 24 degrees 15 minutes East 142 feet; South 49 degrees 27 minutes East 75 feet 2 inches; South 28 degrees 4 minutes East 62 feet 2 inches; South 22 degrees 1 minute West 61 feet 9 inches; South 2 degrees 14 minutes East 50 feet 10 inches; South 52 degrees 54 minutes East 107 feet 9 inches; South 45 degrees 5 minutes East 98 feet 10 inches; South 51 degrees 4 minutes East 204 feet 6 inches; South 32 degrees 1 minute East 51 feet 4 inches; South 5 degrees 4 minutes East 70 feet 10 inches; and South 10 degrees 16 minutes East 111 feet to the beginning. Containing 16.85 acres of land, more or less. Being the identical property which was conveyed to the said E. Bartlett Hayward by John Francis Crouch and Caroline Rennert Crouch, his wife, by deed dated August 9, 1911, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 84, folio 401.

Second. BEGINNING for the same at a point in the centre of a private road 25 feet wide in a line with the southeast side of a barn erected on the land now being described and at a distance of 16 feet 2 inches from the northeast corner of same; and running thence along the centre of said road the five following courses and distances: North 69 degrees West 163 feet; South 82 degrees 21 minutes West 102 feet 6 inches; South 89 degrees 15 minutes West 262 feet 7 inches; South 18 degrees 26 minutes West 97 feet 6 inches; South 10 degrees 30 minutes East 61 feet to the end of the eighteenth

line of the land described in the conveyance from Thomas O'Neill to Dr. Crouch; thence binding on the lines of said conveyance and still in centre of said road South 24 degrees 15 minutes East 142 feet; South 49 degrees 27 minutes East 75 feet 2 inches; South 28 degrees 4 minutes East 62 feet 2 inches; South 22 degrees 1 minute West 61 feet 9 inches; South 2 degrees 14 minutes East 50 feet 10 inches; South 52 degrees 54 minutes East 107 feet 9 inches; South 45 degrees 5 minutes East 98 feet 10 inches; South 51 degrees 4 minutes East 204 feet 6 inches; South 32 degrees 1 minute East 51 feet 4 inches; South 5 degrees 4 minutes East 70 feet 10 inches; and South 10 degrees 16 minutes East 111 feet to a point in the centre of a wharf on the north side of Cool Spring Creek; thence North 72 degrees 44 minutes East 8 feet; to the northeast corner of said wharf; thence binding on the north side of Cool Spring Creek South 57 degrees 27 minutes East 121 feet 6 inches; thence leaving said Creek and running up a ravine the three following courses and distances: North 5 degrees 45 minutes East 364 feet; North 17 degrees 12 minutes East 349 feet 8 inches; and North 2 degrees 12 minutes West 344 feet 9 inches; and thence South 78 degrees 56 minutes West 194 feet 4 inches to the place of beginning. Containing 10.62 acres of land, more or less. Being the identical property which was conveyed to the said E. Bartlett Hayward by Pamela Read Beard and Elmer M. Beard, her husband, by deed dated March 13, 1920, and recorded among the Land Records aforesaid in Liber W.N.W. No. 17, folio 37.

TOGETHER with the buildings and improvements thereon and all and every the rights, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining, with the use in common of the wharf on the north side of Cool Spring Creek and right of way thereto mentioned in the foregoing descriptions as the same is now used.

TO HAVE AND TO HOLD the above described tract of land to and unto the proper use and benefit of the said George F. Rosenfield, his heirs and assigns, forever, in fee simple.

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 thereof as may be requisite or necessary.

Witness the hands and seals of the said parties of the first part.

Witness: E. Bartlett Hayward (SEAL)

Leon L. Thompson Gladys Mason Hayward (SEAL)

STATE OF DELAWARE, COUNTY OF SUSSEX, TO WIT: -

I hereby certify that on this 14th day of April, 1941, before me, the subscriber, a Notary Public of the State of Delaware, in and for said County, personally appeared E. Bartlett Hayward and Gladys Mason Hayward, his wife, and they each acknowledged the foregoing instrument of writing to be their act and deed.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL)

Leon L. Thompson

Notary Public.

Recorded 17 day of April 1941, at 9 A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY that the foregoing Deed was duly taken and copied from Liber J.H.H. No. 236, folio 75, etc. one of the Land Record Books for Anne Arundel County.

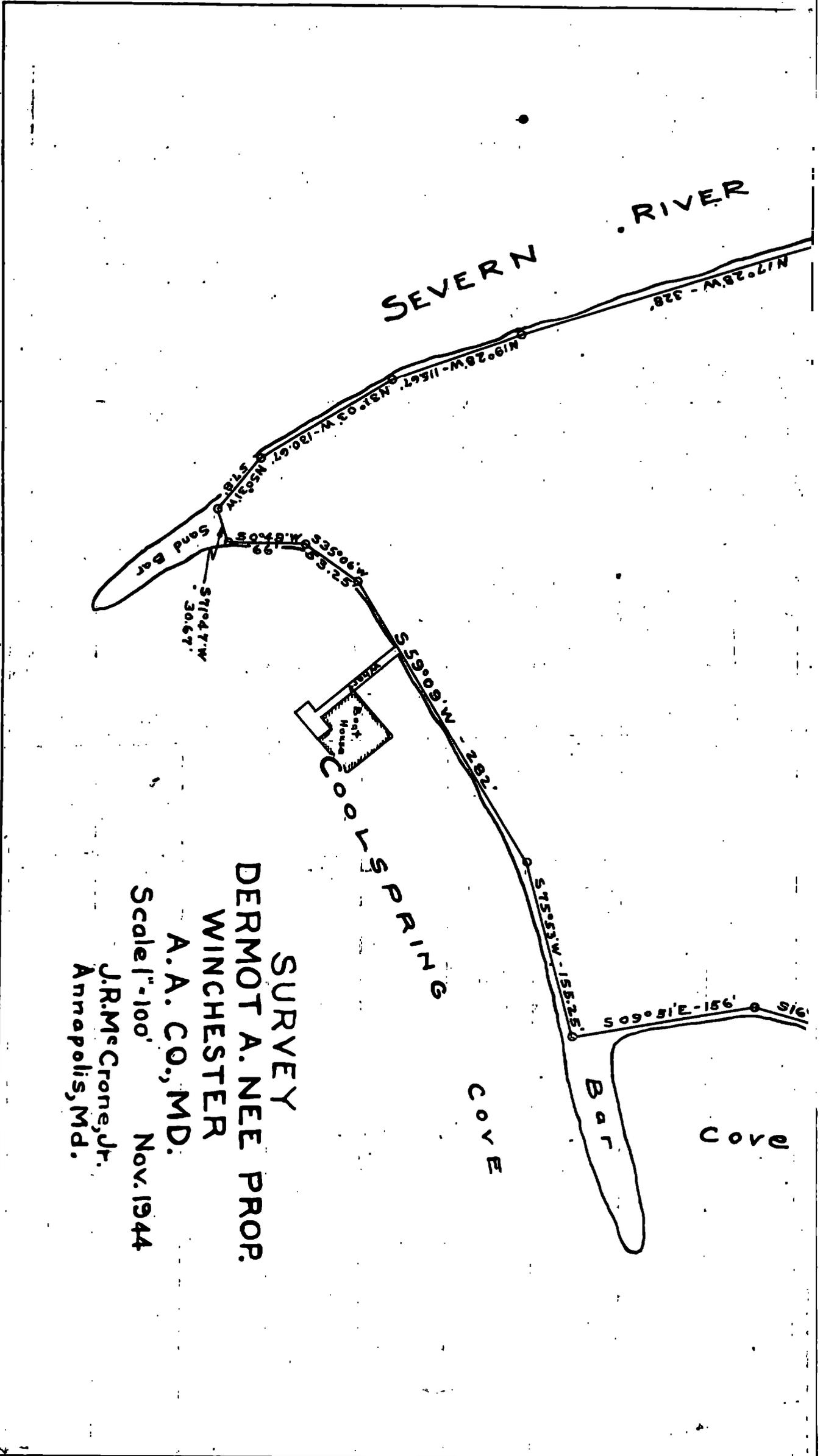
IN TESTIMONY WHEREOF I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 3rd day of June, A.D. 1949.



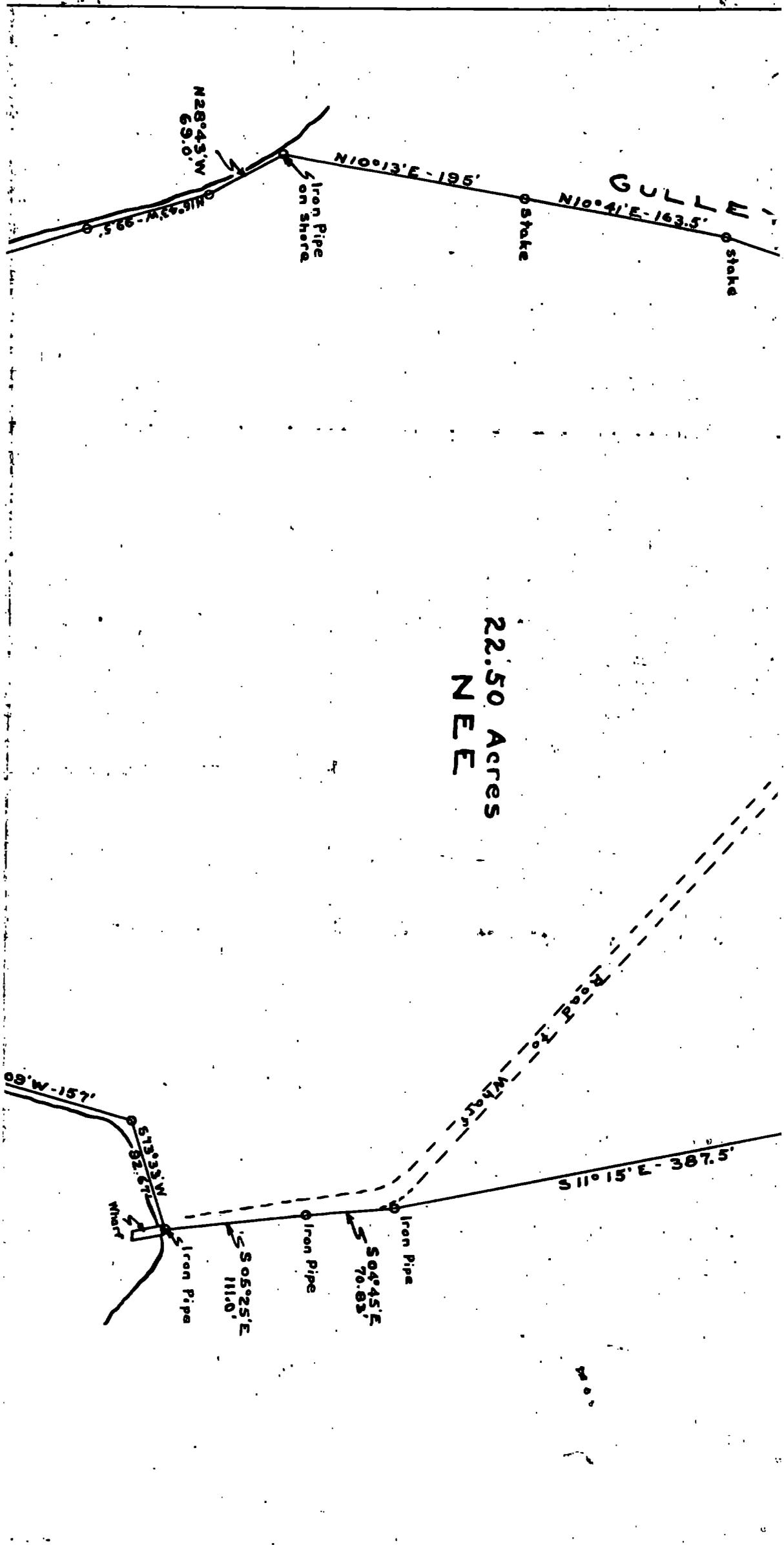
*John H. Hopkins 3rd*

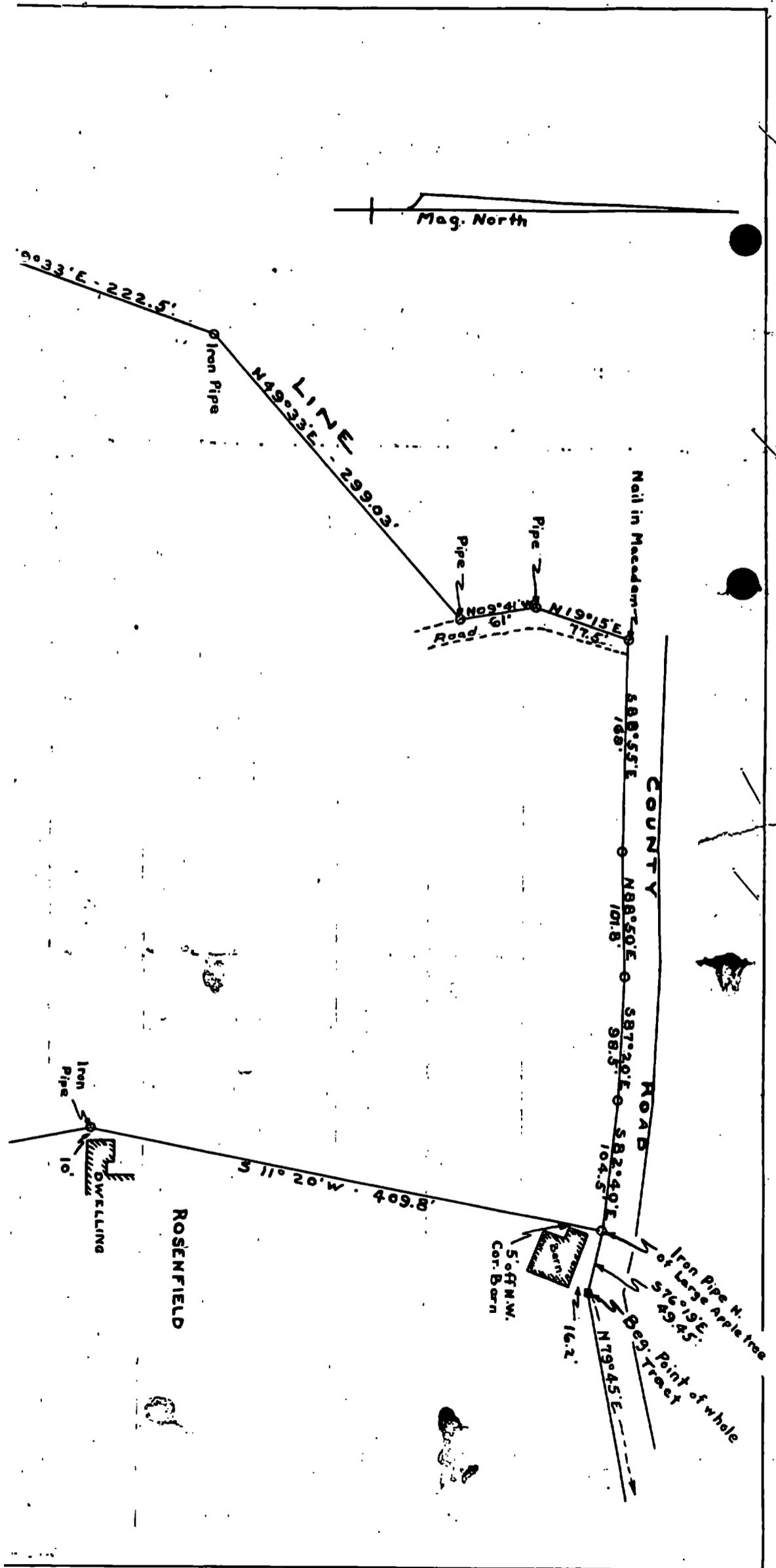
CLERK.

Winchester, Md. D  
June 6, 1944



**SURVEY**  
**DERMOT A. NEE PROP.**  
**WINCHESTER**  
**A. A. CO., MD.**  
 Scale 1" = 100'  
 J. R. McCrone, Jr.  
 Annapolis, Md.  
 Nov. 1944





DERMOT A. NEE and wife  
VS.  
GEORGE F. ROSENFELD and wife

LIBER 100 PAGE 129

NO. 9713 EQUITY  
IN THE CIRCUIT COURT  
FOR ANNE ARUNDEL COUNTY

COMPLAINANTS' EXHIBIT E

Int. Rev. Stamp \$115.50 Md. State Stamp \$124.00

THIS DEED, Made this 21st day of October, in the year One Thousand Nine Hundred and Forty-six, by and between Dermot A. Nee, and Antionette Keane Nee, his wife, parties of the first part, and Hilda B. Harris and Richard Harris, her husband, parties of the second part.

WITNESSETH: that in consideration of the sum of Five Dollars (\$5.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said parties of the first part do hereby grant and convey unto the said parties of the second part, as tenants by the entireties, their assigns, and unto the survivor of them, his or her heirs and assigns, in fee simple.

ALL that lot of ground situate lying and being on the North side of the Severn River, in the Third Election District of Anne Arundel County, in the State of Maryland, and described as follows, that is to say:

BEGINNING for the same at an iron pipe set on the south side of a County road leading West from Winchester Station, said point of beginning being 6 feet north of a large apple tree and 5 feet west of a projection on the west side of a barn and being still further located north 76 degrees 19 minutes west 49.45 feet from the beginning point described in the second parcel of a deed from E. Bartlett Heyward and wife to George Rosenfield, dated April 14, 1941, and filed in the Land Records of Anne Arundel County in Liber J.H.H. No. 236, folio 75; thence leaving said County road and running in a line drawn from a point 5 feet west of the northwest corner of the aforementioned barn to a point 10 feet west of the southwest corner of the shingle guest house south 11 degrees 20 minutes west 409.8 feet to an iron pipe now set; thence south 11 degrees 15 minutes east 387.5 feet to an iron pipe set on the east side of the private road leading to an old wharf on Cool Spring Creek; thence with the east side of said road and apart of the west outline of the second parcel of the above described deed south 04 degrees 45 minutes east 70.83 feet and south 05 degrees 25 minutes east 11 feet to the

Filed June 6 1949.

shore of the Cool Spring Creek, at a point approximately in the centre of what remains of the old wharf; thence with the shore of Cool Spring Creek and with the general outline of the same portion of the first parcel of the above described deed from Hayward to Rosenfield south 73 degrees 33 minutes 92.67 feet south 16 degrees 09 minutes west 157 feet and south 09 degrees 51 minutes east 156 feet across a sand bar; thence still with the shore of Cool Spring Creek and the same general outline south 75 degrees 53 minutes west 155.25 feet south 59 degrees 09 minutes west 282 feet south 35 degrees 06 minutes west 53.25 feet south 0 degrees 49 minutes west 66 feet and south 71 degrees 47 minutes west 30.67 feet across another sand bar to the waters of the Severn River; thence with the shore line of the same and still following the same general outline of the first parcel of the above mentioned description north 50 degrees 31 minutes west 57.8 feet, north 31 degrees 03 minutes west 130.67 feet north 19 degrees 28 minutes west - - - 115.67 feet north 17 degrees 28 minutes west 328 feet north 16 degrees 43 minutes west 99.5 feet and north 28 degrees 43 minutes west 69 feet to an iron pipe set at the mouth of a large ravine; thence with the same courses as corrected and using the same distances where possible to conform to the lines of the first parcel of the original conveyance north 10 degrees 13 minutes east 195 feet to a wooden stake north 10 degrees 41 minutes east 163.5 feet to a wooden stake north 19 degrees 33 minutes east 222.5 feet to an iron pipe and north 49 degrees 33 minutes east 299.03 feet to an iron pipe set on the west side of the present private road leading into the property; thence with the west side of the same and with a part of the second parcel of the original conveyance north 9 degrees 41 minutes west 61 feet and north 19 degrees 15 minutes east 77.5 feet to the south side of the first mentioned county road leading west from Winchester; thence with the south side of the same and with a line that will now be a new northern boundary of the property herein described south 88 degrees 55 minutes east 169 feet north 88 degrees 50 minutes east 101.8 feet south 87 degrees 20 minutes west 98.5 feet and south

82 degrees 40 minutes east 104.5 feet to the place of beginning.  
Containing 22.502 acres.

BEING the same tract of land described in a Deed from George Rosenfield and Myrtle Rosenfield, his wife, to the within named Grantors, dated January 3, 1945, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 321, folio 390.

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

TO HAVE AND TO HOLD the said lot of ground and premises unto and to the use of the said parties of the second part, as tenants by the entireties, their assigns, and unto the survivor of them, his or her heirs and assigns, in fee simple, forever.

AND the said Grantors hereby covenant that they have not done or suffered to be done any act, matter or thing whetsoever, to encumber the property hereby granted; that they will warrant specially the property hereby granted and conveyed, and that they will execute such further assurances of said land as may be requisite.

WITNESS the hands and seals of the within named Grantor..

Witness:	Dermot A. Nee	(Seal)
Edward C. Golder.	Antionette Keane Nee	(Seal)

State of Maryland, Baltimore City, To Wit:

I Hereby Certify, that on this 21st day of October, in the year One Thousand Nine Hundred and forty-six, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore County, personally appeared Dermot A. Nee and Antionette Keane Nee, his wife, the within named Grantors, and they acknowledged the foregoing Deed to be their respective act.

IN Testimony Whereof I hereunto set my hand and affix my notarial seal.

(Notarial Seal)	Edward C. Golder
	Notary Public

Recorded 23rd October, 1946, at 11:45 A. M.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the foregoing Deed was truly taken and copied from Liber J. H. H. No. 385, folio 235, 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, yhis 3rd., day of June, A. D. 1949.

*John H. Hopkins* Clerk.



52

DERMOT A. NEE and wife.  
VS.  
GEORGE F. ROSENFELD and wife

CONTRACT OF SALE

NO. 9713 EQUITY  
IN THE CIRCUIT COURT  
FOR ANNE ARUNDEL COUNTY  
Washington, D. C.  
April 6, 1949

COMPLAINANTS' EXHIBIT F

Received from GERALD J. and CORDELIA F. SULLIVAN a deposit of five thousand dollars (\$5,000.00) to be applied as part payment of the purchase of all of the lands and all of the buildings included in the deed to DERMOT A. NEE and ANTOINETTE E. NEE from ALBERT J. GOODMAN, Assignee, which property is located on the Winchester Road, Third Election District, Anne Arundel County, Maryland.

The total price of the property is one hundred and ten thousand dollars, (\$110,000.00).

The purchaser to pay the sum of twenty thousand dollars (\$20,000.00) at the time of conveyance of which sum this deposit shall be a part.

The purchaser is to assume the present and existing 1st mortgage loan held by the Calvert Bank in Baltimore, the unpaid balance of which is fifty two thousand, nine hundred and three dollars and forty cents, (\$52,903.40).

The purchasers will give to the sellers a 2nd mortgage loan, secured on the premises, in the amount of thirty seven thousand and ninety six dollars and sixty cents (\$37,096.60) which is payable at the rate of three hundred and seventy dollars and ninety six cents (\$370.96) on the first of each month until paid, or more at the option of the purchaser, which payment includes interest at 5%.

The seller agrees to give possession of the property at time of full settlement, on August 11th, 1949, and it is agreed that the seller shall provide a caretaker to look after the property until date of settlement.

Trustees in all deeds of trust are to be named by the parties secured thereby.

The property is sold free of encumbrance except as forecaid; title is to be good of record and in fact, subject, however to covenants, conditions and restrictions of record, if any; otherwise, said deposit is

*Filed June 6" 1949*

to be returned and sale declared off at the option of the purchaser, unless the defects are of such character that they may readily be remedied by legal action, but the seller is hereby expressly released from all liability for damages by reason of any defect of title.

Rents, taxes, water rent, insurance and interest on existing encumbrances, if any, and operating charges are to be adjusted to the date of this contract.

Examination of title, tax certificate, conveyancing, notary fees and all recording charges, including those for purchase money trust, are to be at the cost of the purchaser, who hereby authorizes the ordering of the examination of title and the preparation of all necessary deeds of conveyancing, by the Maryland Title Co., of Baltimore or other approved Title Company.

On August 11th, 1949, the purchaser and sellers are required and agree to make full settlement in accordance with the terms thereof. If the purchaser shall fail to do so, the deposit herein provided for, may be forfeited at option of the sellers, in which event the purchaser shall be relieved from further liability hereunder, or without forfeiting the said deposit, the seller may avail themselves of any legal or equitable rights which he may have under this contract.

Settlement is to be made at the office of the title company.

The risk of loss or damage to said property by fire or other casualty, until the deed of conveyance is recorded is assumed by the seller.

The principals to this contract mutually agree that it shall be binding upon their respective heirs, executors, administrators or assigns.

This contract contains the final and entire agreement between the parties hereto, and they shall not be bound by any terms, conditions, statements or representatives, oral or written, not herein contained.

The purchasers shall carry on their own expense fire (extensive coverage) insurance to the full extent of the face amounts of the total indebtedness of

the mortgages, which policies shall be enforced to the mortgage holders.

The purchaser agrees that the deeds of trust shall be so constructed as to provide adequate security to the mortgage holders in the matter of maintenance of the property by the purchaser.

We, the undersigned, hereby ratify, accept, and agree to the above memorandum of sale and acknowledge it to be our contract.

Gerald J. Sullivan  
PURCHASER

Cordelia P. Sullivan  
PURCHASER

Robert J. [unclear]  
SELLER

Antoinette K. New  
SELLER

William O. Murphy  
WITNESS

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
DATE

The property is to be conveyed in the name of  
GERALD J. SULLIVAN and CORDELIA P. SULLIVAN (his wife)

Witness my hand & seal  
this 27 day April 1949  
William O. Murphy  
Antoinette K. New

DERMOT A. NEE and wife  
VS.

GEORGE F. ROSENFELD and wife

COMPLAINANTS' EXHIBIT G

THIS DEED, made this 16th day of August, in the year nineteen hundred and forty-six, by and between E. Bartlett Hayward and Gladys Mason Hayward, his wife, of Rehoboth Beach, State of Delaware, parties of the first part, and George F. Rosenfield, of Prince George's County, State of Maryland, party of the second part.

WITNESSETH: That in consideration of the sum of Ten (\$10.00) Dollars, the said E. Bartlett Hayward and Gladys Mason Hayward, his wife, do hereby grant, convey, assign, release and quit claim unto George F. Rosenfield [all of their right, title, interest and estate whatsoever, in law or in equity, in, to, or over the hereinafter described property, said property being particularly described as follows:

"SITUATE, LYING AND BEING in Anne Arundel County, Maryland, and lying approximately forty (40) feet off shore of the property known as "Drawyah", Cool Springs, Maryland, and being a Boat House containing small room for boats and two (2) boat slips, together with the wharf adjoining and attached to said Boat House."

WITNESS their hands and seals the day and year first above written.

Test: E. Bartlett Hayward (Seal)  
FRANCES J. YATES Gladys Mason Hayward (Seal)  
AS TO BOTH

STATE OF DELAWARE, COUNTY OF SUSSEX, ss.:

I HEREBY CERTIFY, that on this 16th day of August, 1946, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared in said State and County E. Bartlett Hayward and Gladys Mason Hayward, his wife, and each did acknowledge the foregoing Deed to be their act.

IN TESTIMONY WHEREOF I have affixed my official seal this 16th day of August, 1946.

(NOTARIAL SEAL) FRANCES J. YATES  
NOTARY PUBLIC, DELAWARE

Recorded 22nd August, 1946, at 1:20 P.M.

Filed June 6 1949

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the foregoing DEED was duly taken and copied from Liber J.H.H. No.375, folio 462; one of the Land Record Books for Anne Arundel County.



IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 3rd, day of June, A.D. 1949.

*John H. Hopkins 3rd*  
CLERK.

Dermot A. Nee and	:	In
Antoinette K. Nee,	:	The Circuit Court
his wife,	:	
vs.	:	For
George F. Rosenfield and	:	Anne Arundel County
Myrtle M. Rosenfield,	:	No. 9713 Equity
his wife,	:	
	:	

.....

ANSWER

To the Honorable, the Judges of said Court:

The defendant, George F. Rosenfield, by John H. Hopkins, IV, his attorney, to the bill of complaint against him exhibited, answering, says:

1. That he is informed that the plaintiff is the fee simple owner of a parcel of land containing approximately 22.502 acres, with the improvements thereon as alleged in the first paragraph of said bill of complaint, but he denies that the boathouse and wharf referred to in said bill of complaint are situated on said parcel of land or connected thereto in any way and in answering further, your respondent alleges he is the owner of said boathouse and wharf, by virtue of a deed dated August 16, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 375, folio 462, a certified copy of said deed is filed as complainants' Exhibit "G".

2. That he admits the allegations in the second paragraph of said bill of complaint but denies that said boathouse and wharf are located on said property or were included with the improvements on said property.

3. That he has no knowledge of the matters alleged in the third paragraph of said bill of complaint.

4. That he has no knowledge of complainants' contract of sale with Gerald J. Sullivan and wife or of the report of the Maryland Title Guarantee Company to the said contract purchasers.

That he admits that the boathouse and wharf were erected by E. Bartlett Hayward and wife prior to your respondent's purchase of said property

*Filed Aug 15 "1949*

but he emphatically denies that said boathouse and wharf were attached to the premises conveyed by your respondent to the plaintiffs on January 2, 1945, as alleged by them.

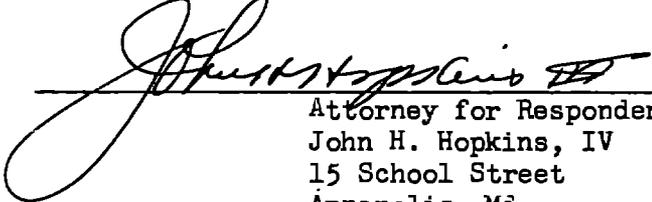
That he has no knowledge as to whether said boathouse and wharf were attached to said shore premises on the dates of October 21, 1946 and February 1, 1949, but in answering further your respondent alleges that if said boathouse and wharf were so attached as alleged on those dates, such attachment was erected or constructed by persons unknown to him and without his knowledge or consent.

5. That he has no knowledge of the advices to the contract purchasers or of the demands made by them.

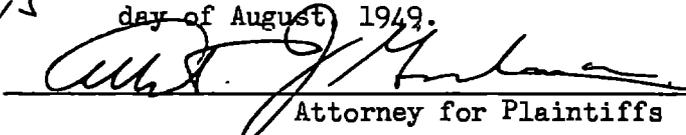
6. That he admits the allegations of the sixth paragraph of said bill of complaint.

7. That he denies the allegations in the seventh paragraph of said bill of complaint and in further answering, says that the plaintiffs will not be disturbed in their possession of their said property by your respondent, and that his dismantling and removal of said boathouse and wharf which he owns will not in any way disturb the plaintiffs, and that his deed to said boathouse and wharf does not in any way cast a cloud on the plaintiffs' title to their property.

Having fully answered the aforesaid bill of complaint, your respondent prays that he be hence dismissed with his costs.

  
\_\_\_\_\_  
Attorney for Respondent  
John H. Hopkins, IV  
15 School Street  
Annapolis, Md.

Service of copy admitted this

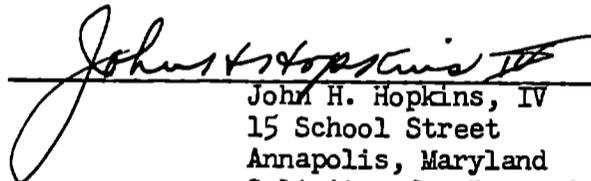
<sup>15<sup>th</sup></sup> day of August, 1949.  
  
\_\_\_\_\_  
Attorney for Plaintiffs

DERMOT A. NEE, et al.	:	NO. 9713 EQUITY
	:	IN THE CIRCUIT COURT
VS.	:	FOR
	:	ANNE ARUNDEL COUNTY
GEORGE F. ROSENFELD	:	

.....

STIPULATION OF COUNSEL

The respondent, George F. Rosenfield, by John H. Hopkins, IV, his solicitor, hereby waives his right to require the joinder of Gerald J. Sullivan and Cordelia P. Sullivan, his wife, contract purchasers, as parties complainant herein by reason of their accepting a deed of conveyance to the property mentioned in these proceedings subsequent to the institution of this suit, and consents to the passage of such decree as the Court may deem proper in the premises.

  
 \_\_\_\_\_  
 John H. Hopkins, IV  
 15 School Street  
 Annapolis, Maryland  
 Solicitor for Respondent

Filed Oct. 13" 1949.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

DERMOT A. NEE, and :  
ANTOINETTE K. NEE, his wife, :

PLAINTIFFS. :

VS. :

NO. 9713 EQUITY

GEORGE F. ROSENFELD, :

DEFENDANT. :

: : : : : :

O P I N I O N

The question in this case is the ownership of a wharf and boathouse. For some years, prior to April 14, 1941, E. Bartlett Hayward owned a property consisting of two contiguous tracts, containing together 27.47 acres of land, more or less, situate at the corner formed by the east shore of the Severn River and the north shore of Coolspring Creek. He built a boathouse some forty to fifty feet off the shore of Coolspring Creek, and a wharf leading from said shore to said boathouse. By deed dated April 14, 1941, Mr. Hayward and Gladys Mason Hayward, his wife, conveyed said property "together with the buildings and improvements thereon, and all and every, the rights, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining" to George F. Rosenfield, the defendant here. In the deed to Mr. Hayward, as well as in the deed to Mr. Rosenfield, the lines of the property out from which said wharf and boathouse were built were expressly stated to bind on Coolspring Creek. Mr. Rosenfield held the property for a few years, but, on January 2, 1945, conveyed 22.502 acres thereof to Dermot A. Nee and Antoinette Keane Nee, the plaintiffs here. This 22.502 acres included the land out from which said wharf and boathouse had been built, and the description thereof, as contained in said deed, expressly "called" for the shore

(2)

of Coolspring Creek as the boundary thereof. This deed, also, contained the usual clause carrying the rights and appurtenances appertaining to the land thereby conveyed. On October 21, 1946, Mr. and Mrs. Nee conveyed the property acquired by them from Mr. Rosenfield as aforesaid to Hilda B. Harris and Richard Harris, her husband, and took a mortgage to secure a part of the purchase money. They foreclosed this mortgage and bought the property in at the foreclosure sale. They, then, on April 6, 1949, sold the same to Gerald J. Sullivan and Cordelia P. Sullivan, his wife, and entered into a written contract to convey it to them upon the payment of the balance of the purchase money. Mr. and Mrs. Sullivan employed the Maryland Title Guarantee Company to examine and guarantee the title. The examination revealed that on August 16, 1946, Mr. Rosenfield had procured from Mr. and Mrs. Hayward a deed purporting to convey to him:

"All of their right, title, interest and estate whatsoever, in law or in equity, in, to, or over the hereinafter described property, said property being particularly described as follows:  
"SITUATE, LYING AND BEING in Anne Arundel County, Maryland, and lying approximately forty (40) feet off shore of the property known as "Drawyah", Cool Dprings, Maryland, and being a Boat House containing small room for boats and two (2) boat slips, together with the wharf adjoining and attached to said Boat House."

This deed was recorded among the Land Records of Anne Arundel County on August 22, 1946. The Title Company refused to guarantee the title as against Mr. Rosenfield's asserted claim, and Mr. and Mrs. Sullivan refused to consummate the transaction. Mr. and Mrs. Nee, thereupon, brought this suit to remove from their title the cloud cast by said deed, thereon.

The situation is, I think, controlled by Article 54, § 47, of Flack's Annotated Code, which provides as follows:

"The proprietor of land bounding on any of the navigable

(3)

waters of this State shall be entitled to the exclusive right of making improvements into the waters in front of his said land; such improvements and other accretions as above provided for shall pass to the successive owners of the land to which they are attached, as incident to their respective estates. But no such improvement shall be so made as to interfere with the navigation of the stream of water into which the said improvement is made."

See also Casey's Lessee vs. Inloes, 1 Gill 430; Baltimore and Ohio Railroad Company vs. Chase, 43 Maryland 23; Horner vs. Pleasants, 66 Maryland 475; Garitee vs. Baltimore, 53 Maryland 422; Tome Institute vs. Crothers, 87 Maryland 569; Baltimore vs. St. Agnes' Hospital, 48 Maryland 419; Culley vs. Hollis, 180 Maryland 372; Williams vs. Baker, 41 Maryland 523; Hess vs. Muir, 65 Maryland 586; and Baltimore vs. Canton Company, 47 Atlantic 2d 775, where many of the prior decisions were discussed by Judge Markell.

I hold that when Mr. Hayward conveyed his land to Mr. Rosenfield, he conveyed the wharf and the boathouse therewith, and that when Mr. Rosenfield conveyed to Mr. and Mrs. Nee, he did the same thing, and that the deed from Mr. and Mrs. Hayward to Mr. Rosenfield of April 16, 1946, was void, for the simple reason that Mr. Hayward, then, had nothing to convey. Mr. Rosenfield seeks to avoid the impact of the above quoted section of the Code, and the above cited decisions, by saying that, at the time he purchased from Mr. Hayward, a small section of the wharf had rotted away, so that the boathouse was not, then, actually "attached" to the land. If I held that every Anne Arundel Countain lost his boathouse and wharf simply because a small section of the wharf rotted away, and was allowed to remain that way until the owner of the land got around to having it repaired, then, practically every such owner would, at one time or another, loose his boathouse. But, Mr. Rosenfield's actions, if not his words, show that he did not really believe that. He assumed owner-

(4)

ship of the wharf and boathouse immediately on his first purchase from Mr. Hayward. He testified "the boathouse was disconnected when I bought; I had it connected".

Mr. Rosenfield, also, tries to say that he "intended" to reserve the boathouse when he sold to Mr. and Mrs. Nee, but neither the contract of sale, nor the deed, contained any such reservation, and, in view of that, I cannot permit him to say what he "intended". If I did, we might as well close the Land Record Office. But, here again, Mr. Rosenfield gets into trouble by his explanations. He testified that he "disconnected" the boathouse from the land three weeks before he executed the deed to Mr. and Mrs. Nee. If, under the terms of his sale to Mr. and Mrs. Nee, he had the right to have the boathouse and wharf excluded from the conveyance, it would have been a very easy matter to have said so therein (*Tome Institute vs. Crothers, supra*). He cannot, now, escape the plain terms of his contract and his grant by saying that he removed a small section of the wharf between the time he sold the land and the time he executed the deed therefor. That the wharf was not demolished is evidenced by Mr. Rosenfield's own witness, Mr. Shepherd, who testified to the effect that the "old wharf" was there after Mr. and Mrs. Nee took possession, and that he "rebuilt" it, and that Mr. Nee paid him for so doing.

In view of the conclusion which I have reached, it is unnecessary for me to discuss the effect of the covenant of special warranty contained in Mr. Rosenfield's deed to Mr. and Mrs. Nee, on his present position. I will say, though, that that covenant might have rather serious repercussions.

It developed, at the trial, that the plaintiffs had, since the institution of this suit, conveyed the property to Mr. and Mrs. Sullivan, their purchasers. I, then,

(5)

suggested that it would be proper, if not necessary, to bring Mr. and Mrs. Sullivan in as co-plaintiffs. The plaintiffs offered to amend their bill and bring them in. The defendant, however, stipulated that he waived his right to require that Mr. and Mrs. Sullivan be brought in, and I think that takes care of the situation. In any event, Mr. and Mrs. Nee did not get a complete settlement for the property. They still have a rather large mortgage thereon, and are under an agreement whereby they guaranteed that they would clear the title. I think they have a standing to maintain their suit, independent of Mr. Rosenfield's waiver.

20 October 1949

Jan C. Cook  
Judge.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

DERMOT A. NEE, and :  
ANTOINETTE K. NEE, his wife, :  
PLAINTIFFS. :

VS. . :

NO. 9713 EQUITY

GEORGE F. ROSENFELD, :  
DEFENDANT. :

\*\*\*\*\*

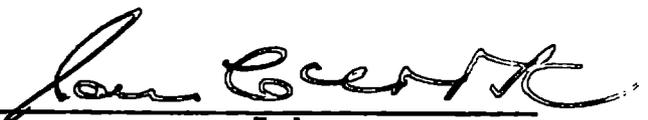
D E C R E E

This case coming on for hearing, and being submitted, testimony was taken in open court, counsel were heard, and the proceedings read and considered.

It is, thereupon, this twentieth day of October, 1949, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED and DECREED that the deed from E. Bartlett Hayward and Gladys Mason Hayward, his wife, to George F. Rosenfield, dated August 16, 1946, and recorded among the Land Records of said Anne Arundel County in Liber J.H.H., No. 375, folio 462, etc., be, and the same is hereby, declared void, and that the cloud cast thereby on the title of the plaintiffs and their grantees to the property mentioned in these proceedings be, and the same is hereby, removed.

And it is further ADJUDGED, ORDERED and DECREED that an injunction issue restraining the said George F. Rosenfield from dismantling the boathouse and wharf mentioned in these proceedings, or in any other manner interfering with the use of said boathouse and wharf by the plaintiffs or their grantees.

And it is further ADJUDGED, ORDERED and DECREED that the said George F. Rosenfield pay the costs of this case.

  
Judge.

Filed 10/20/1949.

EX PARTE \* IN THE CIRCUIT COURT  
IN THE MATTER OF \* OF  
FLOYD L. PORSTMANN \* ANNE ARUNDEL COUNTY

In Equity  
No. 11,696 Equity

\*\*\*\*\*

PETITION AND ORDER

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Helen R. Porstmann respectfully represents unto Your Honor:

1. That your Petitioner is the wife of Floyd L. Porstmann, who presently is confined at the Spring Grove State Hospital, an institution of the State of Maryland for mentally ill and incompetent persons.

2. That since 1947 the said Floyd L. Porstmann has been continuously attended by physicians, certificates from two of whom are attached hereto and prayed to be taken as a part hereof, said certificates setting forth that the said Floyd L. Porstmann is at the present time suffering a mental disability, and by reason of said mental disability is incompetent to take care of and manage his affairs and property, said certificates further setting forth the cause, nature, extent and probable duration of his said incompetency.

3. That Floyd L. Porstmann and your Petitioner own as tenants by the entireties the leasehold property known as No. 165 Meadow Road, which is located in Anne Arundel County, State of Maryland, said leasehold property being subject to an annual sixty-six (\$66.00) dollar ground rent, the said leasehold property having an approximate market value of Eight Thousand (\$8000.00) Dollars.

WHEREFORE, your Petitioner prays this Honorable Court to appoint her as Committee to take charge of and manage the affairs and interests of the alleged incompetent, Floyd L. Porstmann, and particularly the aforesaid property, by reason of the facts above set forth.

AND, as in duty bound, etc.

Leonard Bass

Solicitor for Petitioner  
1821 Munsey Bldg., Balto. 2, Md.

Helen R. Porstmann

Petitioner

MAR 27 1956

Filed

EX PARTE \* IN THE CIRCUIT COURT  
IN THE MATTER OF \* OF  
FLOYD L. PORSTMANN \* ANNE ARUNDEL COUNTY  
\* In Equity

*No. 11,696 Equity*

\*\*\*\*\*

ORDER

ORDERED this 27<sup>th</sup> day of March, 1956, by the Circuit Court of Anne Arundel County, that Floyd L. Porstmann be summoned within ten days of the date of this Order, and that within the said time a copy of the said summons, the foregoing Petition, and this Order shall be left with the said Floyd L. Porstmann and the Superintendent of the Spring Grove State Hospital, Catonsville, Maryland, the said Superintendent being the person in charge of the institution wherein the said Floyd L. Porstmann is confined, and that a hearing upon the foregoing Petition shall be held in this Court on the 21<sup>st</sup> day of April, 1956, <sup>at 10 o'clock a.m.</sup> and that the said Floyd L. Porstmann shall be allowed to appear and answer this Petition at any time before or after any Decree shall be passed herein, and that the personal appearance of said Floyd L. Porstmann be dispensed with.

*Benjamin Richardson*  
Judge

**MAR 27 1956**

Filed \_\_\_\_\_

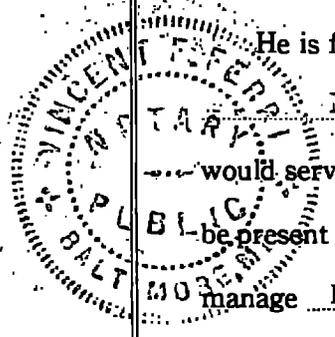
Physician's Certificate of Mental Incompetence

LIBER 100 PAGE 149

STATE OF MARYLAND, County of Baltimore, to wit:

I HEREBY CERTIFY that on this 23rd day of March, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared T. Glyne Williams, M.D. who made oath in due form of law that he is and has been for the past 5 years an attending neuropsychiatrist at the Spring Grove State Hospital, Catonsville, Maryland; that Floyd Louis Porstmann was admitted as a patient in the Spring Grove State Hospital on the 2nd day of August, 1951, and has been ever since and is now a patient therein; that in the course of his duties he has attended the said Floyd Louis Porstmann from time to time, his last examination being on March 22nd, 1956, that from the opportunity afforded him of observing the said Floyd Louis Porstmann, he is convinced that he is now and has been for some time past suffering a mental disability, and by reason of said mental disability is incompetent to take charge of and manage his property or to execute a valid deed of contract; that the cause of such mental disability is schizophrenic reaction, chronic undifferentiated type; that the nature of such mental disability is characterized by memory defects, agitation, confusion, poor judgment and lack of insight; that the extent and probable duration of the incompetency of the said Floyd Louis Porstmann is total and permanent.

He is further of the opinion that due to the present condition of Floyd Louis Porstmann, and the premises of said petition, that it would serve no useful purpose to have him appear before a Court as a witness or to be present at a hearing before a Court concerning his mental condition and capacity to manage his estate, and it is recommended that his presence be dispensed with.



T. Glyne Williams M.D.
T. Glyne Williams, M. D. AFFIANT

Sworn to before me this 23rd day of March, 1956.

Vincent F. Ferri
Vincent F. Ferri NOTARY PUBLIC
My commission expires: May 6, 1957

3

FM 82A

Exhibit

Filed MAR 27 1956

Physician's Certificate of Mental Incompetence

STATE OF MARYLAND, County of Baltimore, to wit:

I HEREBY CERTIFY that on this 23rd day of March, 19 56

before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared Louie F. Woodward, M.D.

who made oath in due form of law that she is and has been for the past 5 years in the United States of America an attending neuropsychiatrist at the Spring Grove State Hospital, Catonsville, Maryland;

that Floyd Louis Porstmann was admitted as a patient in the Spring Grove State Hospital on the 2nd day of August, 19 51, and

has been ever since and is now a patient therein; that in the course of her duties she has attended the said Floyd Louis Porstmann from time to time, his last

examination being on August 2, 1951, that from the opportunity afforded her

of observing the said Floyd Louis Porstmann she is convinced that he is now and has been for some time past suffering a mental disability, and

by reason of said mental disability is incompetent to take charge of and manage his property or to execute a valid deed of contract; that the cause of such mental disability is

schizophrenic reaction, chronic undifferentiated type; that the nature of such mental disability is characterized by periods of

confusion, incontinence, impaired memory and lack of insight;

that the extent and probable duration of the incompetency of the said Floyd Louis Porstmann is total and permanent

He is further of the opinion that due to the present condition of Floyd Louis Porstmann, and the premises of said petition, that it

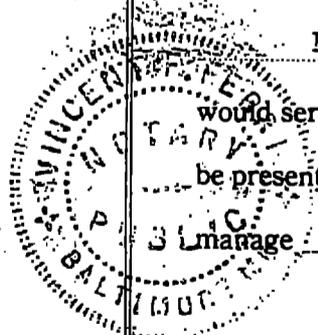
would serve no useful purpose to have him appear before a Court as a witness or to

be present at a hearing before a Court concerning his mental condition and capacity to manage his estate, and it is recommended that his presence be dispensed with.

Louie F. Woodward M.D. APPLICANT

Sworn to before me this 23rd day of March, 19 56

Vincent F. Ferri NOTARY PUBLIC My commission expires: May 6, 1957



PM 82A exhibit

Filed MAR 27 1956

4

Ex parte:

In the Matter of

FLOYD L. PORSTMANN

IN THE

CIRCUIT COURT

OF

ANNE ARUNDEL COUNTY

~~BALTIMORE COUNTY~~

16 / 214

Case No. 11696

DECREE APPOINTING COMMITTEE  
OR TRUSTEE UNDER CHAPTER  
518, ACTS 1929.

Decree:

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

It is Thereupon, this 16<sup>th</sup> day of May, 1956,

Adjudged, Ordered and Decreed, by the Circuit Court of Baltimore City, That HELEN R.

PORSTMANN, wife of FLOYD L. PORSTMANN, an incompetent,

be and she is hereby appointed Committee with full power and authority to care

for and manage the property of the said FLOYD L. PORSTMANN,

and upon proper order of this Court to expend cash for the support and maintenance of the

said FLOYD L. PORSTMANN,

under the direction of this Court; but before the said HELEN R. PORSTMANN

shall proceed to act as such Committee she shall give a corporate bond to the State of

Maryland in the penalty of Eight Thousand (\$8,000.00) Dollars

with a surety or sureties to be approved by this Court or the Clerk thereof, for the faithful dis-

charge of her duties as such Committee.

Examiner's Report No. 1.  
Ex parte Porstmann, Equity No. 11,696  
John S. Rouse, Jr., Examiner  
FILED  
1956 MAY 17 PM 12:41

Benjamin Michaelson  
Judge.

Re-filed 9 June, 1956, at 9:14 a.m.

5'

KNOW ALL MEN BY THESE PRESENTS:

THAT WE HELEN R. PORSTMANN

as principal, and BOSTON INSURANCE COMPANY a corporation of the State or Massachusetts

and just sum of EIGHT THOUSAND AND 00/100 Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 16th day of May in the year of our Lord one thousand nine hundred and fifty-six

WHEREAS, the above bounden HELEN R. PORSTMANN Anne Arundel Co Annapolis, Maryland by virtue of a decree of the Honorable Judge of the Circuit Court of Baltimore City, has been appointed trustee to sell dwelling located at 165 Meadow Road, Anne Arundel County, Maryland

mentioned in the proceedings in the case of Ex Parte in the Matter of Floyd L. Porstmann vs.

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN Helen R. Porstmann do and shall well and faithfully perform the trust reposed in her by said decree, or that may be reposed in her 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

Leonard Bass

Helen R. Porstmann (SEAL)

Boston Insurance Company (SEAL) D. M. Gamble, Attorney-in-Fact (SEAL)

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the Boston Insurance Company a corporation of the State of Massachusetts does hereby constitute and appoint D. M. Gamble

its attorney -in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and discription that are or may be required to be filed in the Circuit Court of Baltimore City, Anne Arundel Co. State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attorney -in-fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said Boston Insurance Company

duly affixed by its Vice-President and attested by its Assistant Secretary, this 16th day of May, 1956

ATTEST: H. Beach Ward Assistant Secretary

Boston Insurance Company By: G. W. Oxford Vice President

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

May 16, 1956

FILED

1956 MAY 24 AM 10:10

BOSTON INSURANCE COMPANY

H. Beach Ward approved this 24 May 1956 George T. Cromwell, Clerk



Sections 140-141, Article 16 of the Annotated Code of Maryland, and therefore requests that an Order be passed by this Honorable Court authorizing your Petitioner to sell the aforesaid leasehold property and have proof taken as to the value, quantity and condition of the property and subsequently to report the sale to this Honorable Court, and if, after considering all of the circumstances the Court shall deem it to the interest and advantage of said incompetent, It may order or decree a sale thereof.

WHEREFORE, your Petitioner prays this Honorable Court to pass and Order authorizing and directing her, as Committee for the said Floyd L. Porstmann, an incompetent, to sell the leasehold property at public or private sale, for the highest price obtainable therefor, but if at private sale, at not less than the value of said property as shown by the appraisals of two competent real estate experts, their testimony together with your Petitioner's to be taken under the direction of this Honorable Court; and that your Petitioner report said sale to this Honorable Court, together with the amount of proceeds.

AND, as in duty bound, etc.

*Helen R. Porstmann*  
HELEN R. PORSTMANN, Committee for  
Floyd L. Porstmann, An Incompetent,  
PETITIONER

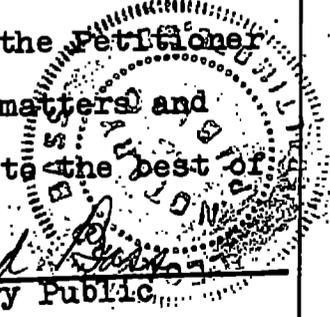
*Leonard Bass*  
LEONARD BASS,  
Solicitor for Petitioner

STATE OF MARYLAND

CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 23<sup>rd</sup> day of May, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, appeared HELEN R. PORSTMANN, Committee for Floyd L. Porstmann, an incompetent, the Petitioner herein, and made oath in due form of law that the matters and facts alleged in the foregoing Petition are true to the best of her knowledge, information and belief.

*Leonard Bass*  
Notary Public



THE MARYLAND TITLE GUARANTEE COMPANY—ASSIGNMENT

This Assignment, made this *7 day of July*

in the year one thousand nine hundred and forty-two, by and between, THE BELLE GROVE CORPORATION, a body corporate, duly incorporated under the Laws of the State of Maryland, party of the first part; and FLOYD L. PORSTMANN and HELEN R. PORSTMANN, his wife, of Anne Arundel County, in the State of Maryland, parties of the second part.

WITNESSETH, that in consideration of the sum of Five Dollars (\$5.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said party of the first part does hereby grant and assign unto the said parties of the second part, as tenants by the entireties, their assigns, and unto the survivor of them, his or her -

personal representatives and assigns, all ----- that ----- lot -- of ground situate in Anne Arundel -----, in the State of Maryland, and described as follows, that is to say:

BEGINNING for the same on the southwest side of Meadow Road, at the distance of 673 feet 8 1/4 inches northwesterly from the intersection of the southwest side of Meadow Road with the northwest side of Belle Grove Road, and at a point in a line with the center of the partition wall between the house on the lot now being described and the house on the lot adjoining on the southeast, and running thence northwesterly binding on the southwest side of Meadow Road 16 feet 10 inches to a point in a line with the center of another partition wall, thence southwesterly at right angles to Meadow Road to and through the center of said wall to the end thereof and continuing the same course in all 110 feet to the northeast side of an alley 15 feet wide, thence southeasterly binding thereon with the use thereof in common with others 16 feet 10 inches to a point in a line with the center of the partition wall first herein mentioned, thence northeasterly to and through the center of said wall and continuing the same course in all 110 feet to the place of beginning. Being known as No. 165 Meadow Road.

BEING one of the lots of ground which by assignment, dated July 7, 1942, and to be recorded among the Land Records of Anne Arundel County prior hereto, was granted and assigned by Joseph L. Weipert to the within named grantor.



*Exhibit*  
*Filed 24 May, 1956, at 12:14 P.M.*

*Re-filed 9 June, 1956, at 9:14 A.M.*

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

TO HAVE AND TO HOLD the said described lot -- of ground and premises unto and to the use of the said parties of the second part, as tenants by the entireties, their assigns, and unto the survivor of them, his or her -----

personal representatives and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of SIXTY-SIX DOLLARS (\$66.00), payable in equal semi-annual installments on the seventh days of January and July, in each and every year.

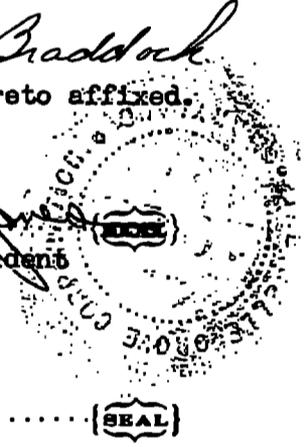
AND the said grantor ----- hereby covenants that - it - has not done nor suffered to be done, any act, matter or thing whatsoever, to encumber the property hereby granted; that - it - will warrant specially the property hereby granted and conveyed, and that - it - will execute such further assurances of the same as may be requisite.

WITNESS the signature of said body corporate by the hand of *C. Braddock Jones*, its President, and its corporate seal hereto affixed.

TEST:

THE BELLE GROVE CORPORATION

BY: *C. Braddock Jones*  
C. Braddock Jones President



*Harry G. Bayley*  
HARRY G. BAYLEY

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, that on this *7<sup>th</sup> day of July* in the year one thousand nine hundred and forty-two, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared *C. Braddock Jones*

*Jones*, the President of THE BELLE GROVE CORPORATION, the within named grantor, and he acknowledged the foregoing assignment to be the act of said body corporate

IN TESTIMONY WHEREOF I hereunto set my hand and notarial seal.



*Harry G. Bayley*.....Notary Public.  
HARRY G. BAYLEY  
My commission expires: *5/1/43*

Examiner's Exhibit No. 2

Ex parte Postman  
Equity No 11.696

John J. Ross L. Examiner

Application No. 65795

Written by H.D.J.N.

Approved by [Signature] Examiner

Ready for Record [Signature]

THE MARYLAND TITLE GUARANTEE COMPANY

ASSIGNMENT

FROM

THE BELLE GROVE CORPORATION

TO

FLOYD L. FOESTMANN and WIFE

Block No.

Received for Record July 9th 1942  
at 11:30 clock A.M. Same day recorded in  
Liber 100 No. 262 Folio 319 &c.  
one of the Land Records of Baltimore City,

and examined per  
John H. Hopkins 3rd Clerk.

Cost of Record, \$ 2.75

[Signature]

18 E 410 360  
[Handwritten notes]

[Faint, illegible text]

ORDER

Upon the foregoing Petition, Affidavit and Exhibit,

It is ORDERED this 24<sup>th</sup> day of May, 1956, by the Circuit Court of Anne Arundel County that leave be granted to the Petitioner in this cause to take testimony as prayed, before an examiner of this Court.

*Benjamin Michaelson*  
JUDGE

FILED

1956 MAY 24 PM 3:42

12

EX PARTE	:	IN
IN THE MATTER OF	:	THE CIRCUIT COURT
FLOYD L. PORSTMANN	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	No. 11,696 Equity

.....

TESTIMONY ON BEHALF OF PETITIONER

May 31, 1956

Present:

- Mr. Leonard Bass, Solicitor for Petitioner.
- Mr. John G. Rouse, Jr., Examiner.
- Mrs. Katharine H. McCutchan, Court Stenographer.

Witnesses:

- Helen R. Porstmann, pages 2 to 5.
- Arnett L. Allen, pages 5 to 7.
- Charles E. Goldberg, pages 7 to 9.
- Gerald E. Askin, pages 9 to 11.

13

**FILED**  
 1956 JUN -9 AM 9:14

Helen R. Porstmann, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Bass)

1. State your name and address.
  - A. Helen R. Porstmann, 165 Meadow Road, Anne Arundel County, Md.
2. How old are you?
  - A. Fifty-five.
3. You are the wife of Floyd L. Porstmann, the incompetent in these proceedings?
  - A. Yes.
4. You were appointed committee of the said Floyd L. Porstmann on May 16, 1956 by the Circuit Court for Baltimore City, were you not?
  - A. Yes. (CERTIFICATE OF APPOINTMENT ATTACHED TO PETITION MARKED EXAMINER'S EX. 1)
5. You and your husband acquired the property known as 165 Meadow Road from the Belle Grove Corporation, subject to an annual ground rent of \$66.00, by Assignment, dated 7 July 1942, did you not?
  - A. Yes. (ASSIGNMENT ATTACHED TO PETITION MARKED EXAMINER'S EX. 2)
6. What type of house is on that property?
  - A. It is a five--room house with an enclosed porch.
7. What kind of heat does it have?
  - A. Oil.
8. Does it have a club cellar?
  - A. My husband built it.
9. In what condition is the house?
  - mA. It needs a good bit of repairs and I believe it has termites.
10. Why do you wish to sell the property?
  - A. Because I can't afford to keep it up; it needs repairs; my

husband is not in good health.

12. Do you require funds on behalf of your husband for his expenses?

A. I have to pay \$30.00 a month to the hospital and I also have other expenses. I have a mortgage on the house.

13. What is the balance on that mortgage?

A. Between \$1200 and \$1300.

14. Do you think a sale of the house would be to the best interest and advantage of your husband?

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 matters in question between the parties? If so, state the same fully and at large in your answer.

Answer., *No* .....

Signature *Helen R. Postman* .....

Arnett Laverne Allen, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Bass)

1. State your name and address.  
A. Arnett Laverne Allen, 147 Riverside Road, Anne Arundel County, Md.
2. What is your occupation?  
A. Housewife.
3. Do you know Floyd L. Porstmann, the incompetent in these proceedings?  
A. His daughter.
4. Do you think it would be to his best interest and advantage to sell his interest in the property involved in these proceedings?  
A. I do.
5. Do you also think it to the best interest of your mother to sell her interest?  
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 matters in question between the parties? If so, state the same fully and at large in your answer.

Answer.....*W*.....

Signature *Arnett L. Allen*.....

Charles E. Goldberg, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Bass)

1. State your name.  
A. Charles E. Goldberg.
2. What is your occupation?  
A. Realtor.
3. Have you any interest in the property which is the subject matter of these proceedings?  
A. None whatsoever.
4. How long have you been engaged in the real estate business?  
A. Since 1914 in the firm of Goldberg and Sirkin.
5. Are you self-employed?  
A. Yes.
6. Do you appraise real estate?  
A. Yes.
7. How long have you been engaged in appraising real estate?  
A. For years.
8. Did you appraise the property which is the subject matter of these proceedings?  
A. Yes.
9. When did you make an appraisal of the property?  
A. May 31, 1956.
10. Will you describe the property?  
A. There is a basement with a wash room in the basement and club cellar; there are three rooms on the first floor and two rooms and bath on the second floor; five rooms altogether.
11. What kind of heat did it have?  
A. Oil, hot water.
12. What was the condition of the house?  
A. It was in need of repairs.

13. In your opinion, what is the fair market value of the property?
- A. If she could get \$7800 or \$8000 she would be getting a good price.
14. Do you think it would be to the best interest and advantage of the incompetent to sell the property?
- A. Yes I do; it is in a poor state of repair and it would be best to sell it. It would be better for Mrs. Porstmann to sell the property too.

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 the same fully and at large in your answer.

Answer *Yes*, .....

Signature *Mark E. Galt*

Gerald E. Askin, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Bass)

1. State your name and address.

A. Gerald E. Askin, 2510 Elfinstone Ave., Baltimore 16.

2. Are you a licensed real estate broker?

A. Yes at 1214 North Ave., Baltimore 17.

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

A. Seven years.

4. Have you made an examination of the property at 165 Meadow Road which is the subject matter of these proceedings?

A. Yes, about a month ago.

5. Will you describe the property?

A. The property is a 2-story brick row dwelling containing living room, dining room and kitchen and enclosed front porch on the first floor and two bedrooms and bath on the second floor. The kitchen contains cabinets, sink and asphalt tile; it has a modern bathroom, with tile, hardwood floors; storm windows and doors; aluminum awnings on the rear of the property; hot water, oil heat; full basement with wash room and flush toilet; the property has approximately 12856 cubic feet.

6. In your opinion what is the present fair market value of the property?

A. \$8000 subject to the annual ground rent of \$66.00 a year.

7. Do you know the present owners of the property?

A. No.

8. Do you have any personal interest in the property?

A. No.

9. Do you think it would be to the best interest and advantage of the incompetent to sell the property?

A. Yes, it is in need of repairs and it would be best to sell it. There is a depreciating value of property in that neighborhood.

22

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 the same fully and at large in your answer.

Answer... *No* .....  
Signature... *Gerald E. Ashkin* .....

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

Witness my hand and seal this *8<sup>th</sup>* day of June, 1956.

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

24

*sd JTR*  
J.G.R. \$10.00  
K.H.McC. \$8.00  
*Pa. 6/8/52*  
*ICM 11.*

EX PARTE \* IN THE CIRCUIT COURT  
IN THE MATTER OF \* OF  
FLOYD L. PORSTMANN \* ANNE ARUNDEL COUNTY

\* Book 16 Page 214  
\* Case 11696

\* \* \* \* \*

DECREE

The Petition of Helen R. Porstmann, Committee, filed in this matter on May 24, 1956, and the proceedings in connection therewith having been, by the Court, read and considered:

It is, thereupon, this 30<sup>th</sup> day of June, 1956, by the Circuit Court of Anne Arundel County, ADJUDGED, ORDERED AND DECREED that the leasehold property known as No. 165 Meadow Road, which is located in Anne Arundel County, in the State of Maryland, be sold, and that Helen R. Porstmann, Committee hereinbefore appointed in this proceeding, be and she is hereby directed to make said sale, and that the course and manner of her proceedings shall be as follows:

Said Committee shall proceed to make public sale, having given at least three weeks notice by advertisement inserted in such daily newspaper or newspapers published in Anne Arundel County as she shall think proper, of the time, place, manner, and terms of sale, which shall be for cash, ~~and the Committee may report to this Court for approval of any offer or offers which she may receive for private sale, which to her may seem reasonable, and for not less than the highest appraised value as shown by the testimony.~~ As soon as may be convenient after such sale, said Committee shall return to this Court a full and particular account of her proceedings relative to such sale, with an annexed affidavit of the truth and fairness of such sale, and, on obtaining the Court's ratification of the sale, and on payment of the whole purchase money, and not before, the said Committee shall, by a good and sufficient deed of assignment to be executed, acknowledged,

FILED

1956 JUL -2 PM 3:39

*6/29/56 Deleted by the Court*

*25-*

*21*

and recorded according to law, convey to the purchaser, or purchasers, their personal representatives and assigns, the property and estate to him, or or them sold, free, clear and discharged from all claims of the said Incompetent and those claiming by from and under him. And the said Committee shall bring into this Court the money arising from such sale to be distributed under the direction of this Court, after deducting the costs of this suit, and such commissions to said Committee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith she shall appear to have discharged her trust.

~~AND IT IS FURTHER ORDERED, that no additional bond shall be required, the Committee's approved bond, in the amount of \$8,000.00 being sufficient for the faithful performance of the trust reposed in her by this Decree or to be reposed in her by any further Decree or order in the premises.~~

And it is further Ordered by the Court that additional bond shall be filed in the event the purchase price of the property exceeds the amount of the bond now filed in these proceedings.

Benjamin Michaelson  
Judge

6/30/56  
deleted  
by the  
Court

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, HELEN R. PORSTMANN, 1 North Meadow Drive, Country Club Estates, Glen Burnie, Maryland

and BOSTON INSURANCE COMPANY a corporation of the State of Massachusetts, as surety, are held and firmly bound unto the State of Maryland, in the full

and just sum of Four Hundred Dollars, current money, to be paid to the said State of Maryland, or its certain attorney; to which payment well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 2nd day of August in the year of our Lord one thousand nine hundred and six

WHEREAS, the above bounden Helen R. Porstmann of Anne Arundel County by virtue of a decree of the Honorable the Judge of the Circuit Court of Baltimore City, has been appointed trustee to sell dwelling situated at 165 Meadow Road, Anne Arundel County, Maryland mentioned in the proceedings in the case of Ex Parte in the Matter of Floyd L. Porstmann

xxx

now pending, in said Court:

Now the condition of the above Obligation is such

THAT IF THE ABOVE BOUNDEN Helen R. Porstmann do and shall well and faithfully perform the trust reposed in her by said decree, or that may be reposed in her 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

Helen R. Porstmann [SEAL] BOSTON INSURANCE COMPANY [SEAL] D. M. Gamble, Attorney-in-Fact [SEAL]

Gordon Carlisle State of Maryland, Baltimore City, scf:

KNOW ALL MEN BY THESE PRESENTS: That the Boston Insurance Company a corporation of the State of Massachusetts does hereby constitute and appoint D. M. Gamble

its attorney -in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in the Circuit Court of Baltimore City, State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attorney -in-fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said Boston Insurance Company duly affixed by its Vice-President and attested by its Assistant Secretary, this 2nd Day of August, 1956

Boston Insurance Company By: G. W. Oxford Vice-President

ATTEST: H. Beach Ward Assistant Secretary

I HEREBY CERTIFY that the above is a correct and true copy of the original power of attorney August 2, 1956

Boston Insurance Company H. Beach Ward Assistant Secretary

Approved this 4 Aug, 1956 George J. Cromwell, Clerk Filed 4 Aug, 1956, at 11:20 a.m.

EX PARTE LIBER 100 PAGE 170 IN THE CIRCUIT COURT  
IN THE MATTER OF \* OF  
FLOYD L. PORSTMANN \* ANNE ARUNDEL COUNTY  
\* Book No. 16 Page No. 214  
\* Case No. 11696  
\*

\*\*\*\*\*

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of Helen R. Porstmann, Committee for Floyd L. Porstmann, an incompetent, authorized by an Order of this Honorable Court dated the 30th day of June, 1956, to make sale of certain leasehold property therein mentioned, respectfully shows:

That in accordance with the terms of said Order your Committee has offered said real estate at public sale and has sold same to The G.M.C. Realty Company, a body corporate of the State of Maryland, for the sum of Eight Thousand Four Hundred (\$8,400.00) Dollars, the same being the highest offer she could obtain for said property, terms of said sale being cash upon ratification of said sale by the Circuit Court of Anne Arundel County.

Respectfully submitted,

*Helen R. Porstmann*  
HELEN R. PORSTMANN  
Committee for Floyd L. Porstmann

28

FILED  
FILED  
1956 AUG -4 AM 11:21  
1956 AUG -4 AM 11:21

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,696 Equity

August, 19 56, That the sale of the

Ex Parte  
In The Matter Of

~~XXXXXXXX~~

Floyd L. Porstmann

Ordered, this 4 day of August, 19 56, That the sale of the  
Property in these Proceedings mentioned,  
made and reported by Helen R. Porstmann, Committee for Floyd L. Porstmann,  
~~XXXXXXXX~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10  
day of September next; Provided, a copy of this Order be inserted in some newspaper  
published in Anne Arundel County, once in each of three successive weeks before the 10  
day of September next.

The report states that the amount of sales ~~was~~ was \$ 8,400.00.

George T. Cromwell, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Filed 4 Aug., 1956, at 11:21 a.m.

Ex Parte  
In The Matter Of

~~XXXXXXXX~~

Floyd L. Porstmann

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 26<sup>th</sup> day of September, 19 56,  
that the sale made and reported by the ~~Trustee~~ Committee 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~~ Committee allowed the usual commissions and such proper expenses as he shall pro-  
duce vouchers for the Auditor.

Benjamin M. Nicholas  
Judge.

FILED

1956 SEP 27 PM 12:49

# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

## CERTIFICATE OF PUBLICATION

Annapolis, Md., September 13 1956

We hereby certify, that the annexed -----

Order Upon Sale  
Eq. 11,696.

Floyd L. Porstmann  
was published in

## Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 15th day of September, 1956. The first insertion being made the 9th day of August, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

**FILED**

No. M.G. 56-28 1956 SEP 25 AM 10:07

By V. T. Johnson

### Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 11,000 Equity

Ex Parte In The Matter Of FLOYD L. PORSTMANN

Ordered, this 4th day of August, 1956, That the sale of the Property in these Proceedings mentioned, made and reported by Helen R. Porstmann, Committee for Floyd L. Porstmann BE RATIFIED AND CONFIRMED, unless cause to the contrary hereof, be shown on or before the 10th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of September next.

The report states that the amount of sale was \$8,400.00.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

a-30

30

EX PARTE

IN THE MATTER OF

LIBER

100 PAGE 173

IN THE CIRCUIT COURT

OF

FLOYD L. PORSTMANN

ANNE ARUNDEL COUNTY

Book No. 16 Page No. 214  
Case No. 11696

\* \* \* \* \*

AMENDED REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Amended Report of Sale of Helen R. Porstmann, Committee for Floyd L. Porstmann, an incompetent, authorized by an Order of this Honorable Court dated the 30th day of June, 1956, to make sale of certain leasehold property therein mentioned, respectfully shows:

That in accordance with the terms of said Order your Committee has offered said real estate at public sale and has sold same to The G.M.C. Realty Company, a body corporate of the State of Maryland, for the sum of Eight Thousand Four Hundred (\$8,400.00) Dollars, the same being the highest offer she could obtain for said property, terms of said sale being cash upon ratification of said sale by the Circuit Court of Anne Arundel County.

Respectfully submitted,

*Helen R. Porstmann*  
HELEN R. PORSTMANN

Committee for Floyd L. Porstmann

STATE OF MARYLAND

CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 26<sup>th</sup> day of September 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, appeared Helen R. Porstmann, Committee for Floyd L. Porstmann, an incompetent, and made oath in due form of law that the matters and facts set forth in the foregoing Amended Report of Sale are true and further that the property mentioned ~~therein~~ **FILED** was sold at a bona fide auction sale to the highest bidder for a fair and reasonable price.

*Filed:  
1956 Sept 26  
F. 29. 2.30*

*Leonard Bass*  
Notary Public





Dr.

Ex Parte, In the Matter of Floyd L. Porstmann,

in ac.

an incompetent

To Committee for Commissions (\$282.00 less \$100.00, as per Order of Court dated October 1, 1956), viz:	182 00	182 00
To Committee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10 00	
Clerk of Court - Court costs	57 25	
Gilbert G. Miller - Sheriff's costs	1 65	
John G. Rouse, Jr. - Examiner's fee	10 00	
Katharine H. McCutchan - Stenographer's fee	8 00	
Auditor - stating this account	22 50	109 40
To Committee for Expenses, viz:		
Capital-Gazette Press - advertising sale	33 75	
Capital-Gazette Press - order nisi (sale)	8 00	
Capital-Gazette Press - order nisi (acct)	6 00	
The Sun - advertising sale	17 85	
The Daily Record - advertising sale	16 10	
Boston Insurance Co. - bond premiums	52 00	
Michael Fox - auctioneer's fee	270 00	
Charles E. Goldberg - appraisal & testimony	30 00	
Gerald E. Askin - appraisal and testimony	30 00	
Dr. T. Glyne Williams - certification	10 00	
Dr. Louie F. Woodward - certification	10 00	
Vincent F. Ferri - notary fees	1 00	
One-half Federal documentary stamps	4 68	
One-half State documentary stamps	4 67	
Leonard Bass - fee for professional services rendered (Order 10/1/56)	350 00	844 05
To Committee for Taxes and Ground Rent, viz:		
1956 State and County taxes	96 68	
Ground rent due - 25 days	4 58	101 26
To Committee for Benefit Charges, viz:		
Metered water to 8/17/56	2 50	2 50
To Committee for Liens, viz:		
James W. Rouse & Co. - in full for mortgage debt - interest to 9/28/56	1,162 38	
Clerk of Court - recording release	3 00	1,165 38
To Floyd L. Porstmann and Helen R. Porstmann, his wife, - this balance, subject to further order of Court	6,037 17	6,037 17
		8,441 76

with

Helen R. Porstmann, Committee

Cr.

1956				
Aug.	2	Proceeds of Sale	8,400 00	8,400 00
		Refund 1956 State and County taxes (\$96.68) - 4 months 28 days	38 48	
		Refund metered water adjustment	42	
		Refund Brooklyn Part Maintenance - 4 months 28 days	2 86	41 76
				8,441 76

35

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

Ex Parte,

In the Matter of

~~VERSUS~~

Floyd L. Porstmann,

an incompetent.

No. 11,696

Equity.

ORDERED, This 18 day of October, 1956, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 26 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 26 day of November next.

In the Circuit Court for Anne Arundel County, Filed 18 Oct. 1956 at 10:22 A.M. George T. Cromwell, Clerk.

ORDERED BY THE COURT, this 18<sup>th</sup> day of January, 1957, that the foregoing 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.

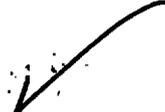
Matthew J. Lane, Judge

FILED

1957 JAN 19 AM 10:44

36

KNOW ALL MEN BY THESE PRESENTS:



THAT WE Helen R. Porstmann, One North Meadow Drive, Country Club Estates, Glen Burnie, Anne Arundel County, Maryland as principal, and Boston Insurance Company a corporation of the State of Massachusetts as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Three Thousand and Two Hundred and 00/100 Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this twenty-ninth day of November in the year of our Lord one thousand nine hundred and fifty-six

WHEREAS, the above bounden Helen R. Porstmann by virtue of a decree of the Honorable Judge of the Circuit Court of Anne Arundel County, Maryland, has been appointed trustee for Floyd R. Porstmann, incompetent, and by further Order of the said Court dated November 17, 1956, is thereby authorized and permitted to reduce the amount of the Bond filed in these proceedings from Eight Thousand and Four Hundred Dollars (\$8,400.00) to Three Thousand and Two Hundred Dollars (\$3,200.00) mentioned in the proceedings in the case of Ex Parte in the Matter of Floyd R. Porstmann, now pending in said Court:

Now the Condition of the above Obligation is such, THAT IF THE ABOVE BOUNDEN Helen R. Porstmann do and shall well and faithfully perform the trust reposed in her by said decree, or that may be reposed in her 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 Gordon Carlisle State of Maryland, Baltimore City, set:

Gordon Carlisle (Signature)

Helen R. Porstmann (SEAL) Helen R. Porstmann (SEAL) BOSTON INSURANCE COMPANY (SEAL) D. M. Gamble, Attorney-in-Fact (SEAL)

KNOW ALL MEN BY THESE PRESENTS: That the Boston Insurance Company a corporation of the State of Massachusetts does hereby constitute and appoint D. M. Gamble

its attorney -in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and discription that are or may be required to be filed in the Circuit Court of Anne Arundel Co. State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attorney -in-fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said Boston Insurance Company duly affixed by its Vice-President and attested by its Assistant Secretary, this 29th day of November, 1956

Boston Insurance Company By: G. W. Oxford Vice President (Signature)



H. Beach Ward Assistant Secretary (Signature)

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

November 29, 1956 Bond approved this 12th day of December 1956 George T. Cromwell, Clerk \$7

Boston Insurance Company H. Beach Ward Assistant Secretary 1956 DEC 12 AM 10:34 (Seal)

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

**CERTIFICATE OF PUBLICATION**

Annapolis, Md., *December 12, 1956*

We hereby certify, that the annexed \_\_\_\_\_

*Order Nisi Eq. 11, 696*  
*Auditor Account*

*Floyd L. Porstmann*

was published in

**Maryland Gazette**

a newspaper published in the City of Annapolis, Anne Arundel  
County, Maryland, once a week for *3*  
successive weeks before the *26th*  
day of *November*, 1956. The first  
insertion being made the *25th* day of  
*October*, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By *H. Tilghman*

**Order Nisi**

IN THE CIRCUIT COURT  
FOR ANNE ARUNDEL COUNTY  
No. 11,600 Equity  
Ex Parte, In The Matter Of FLOYD L.  
PORSTMANN, an incompetent.  
Ordered, this 18th day of October,  
1956, That the Report and Account of  
the Auditor, filed this day in the above  
entitled cause BE RATIFIED AND  
CONFIRMED, unless cause to the con-  
trary be shown on or before the 26th  
day of November next; Provided, a copy  
of this Order be inserted in some news-  
paper published in Anne Arundel  
County, once in each of three successive  
weeks before the 20th day of November  
next.

GEORGE T. CROMWELL, Clerk.  
True Copy, TEST:  
GEORGE T. CROMWELL, Clerk.  
N-8

**FILED**

No. M1957-8866 JAN 18 PM 2:51

35



This Mortgage, Made this 17th day of January, in the year one thousand, nine hundred and fifty-six, between ROBERT C. LAMB and CORNELIA E. LAMB, his wife,

of Anne Arundel County, in the State of Maryland, Mortgagors, and HOMESEEKERS' FEDERAL SAVINGS AND LOAN ASSOCIATION,

the United States of America, a body corporate, duly incorporated under the laws of Maryland, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance of EIGHTY-NINE HUNDRED FIFTY (\$8,950.00) Dollars, being part of the purchase money for the property hereinafter described:

AND WHEREAS, said Mortgagors have agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of SIX per cent. (6%) per annum in the manner following:

By the payment of EIGHTY-ONE (\$81.00) Dollars, on or before the 17th day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (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.

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

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of 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 Anne Arundel County, in said State, and described as follows:

BEGINNING for the same on the north side of Eugenia Avenue 60 feet east of Vista Avenue and running thence north 86 degrees 53 minutes 30 seconds east binding on the north side of Eugenia Avenue 60 feet, thence north 03 degrees 06 minutes 30 seconds west 100 feet, thence south 86 degrees 53 minutes 30 seconds west 60 feet, thence south 03 degrees 06 minutes 30 seconds east 100 feet to the place of beginning. Comprising lots 395, 396 and 397 as shown on the Plat of Ferndale Farms, Section C, filed among the Land Records of Anne Arundel County, Maryland, in Plat Cabinet 2, Rod D-7, Plat 334. The improvements thereon being known as No. 402 Eugenia Avenue.

BEING the same lot of ground described in a Deed from CUSIMANO CONSTRUCTION CORPORATION to the Mortgagors hereof of even date herewith, and recorded or intended to be recorded among the Land Records of Anne Arundel

FILED

1956 JUL 13 PM 3:01

County immediately prior hereto, subject to the payment of an annual ground rent of SEVENTY-TWO (\$72.00) DOLLARS, payable in equal semi-annual installments on the 26th days of May and November in each and every year.

IT IS AGREED, That said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to.

THIS LOAN May be prepaid, in whole or in part, and when the amount prepaid exceeds twenty per cent of the original principal amount of the loan, ninety days' interest on the amount prepaid will be charged as a consideration for the acceptance of such prepayment.

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, in fee simple; for all the rest and residue of the term of years yet to come, and unexpired therein, with the right and benefit of renewal of said term forever, subject to the payment of the yearly rent ~~as aforesaid~~.

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

And the said Mortgagors, for ~~themselves, their~~ heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm 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; (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 ~~5~~ 6 per cent. (~~5~~ 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 heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagors, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagors, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days.

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

AND the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagors hereby also authorize the said Mortgagee, its successors or assigns or CHARLES B. BOSLEY, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of ONE HUNDRED (\$100) Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustee for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

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:

Kathryn M. Healy  
Kathryn M. Healy

Robert C. Lamb (SEAL)  
ROBERT C. LAMB  
Cornelia E. Lamb (SEAL)  
CORNELIA E. LAMB  
\_\_\_\_ (SEAL)  
\_\_\_\_ (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:  
I HEREBY CERTIFY that on this 17th day of January, 1956, before me, the  
subscriber, a Notary Public, of the State of Maryland in and for the City of Baltimore,  
personally appeared ROBERT C. LAMB and CORNELIA E. LAMB, his wife,

and they acknowledged the foregoing mortgage to be their act. At the same time  
also appeared CHARLES B. BOSLEY, Vice-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.

Kathryn M. Healy  
Kathryn M. Healy - - - - Notary Public.

My commission expires  
May 6, 1957.

Rec'd for record Jan 25, 1956 at 2:15 P.M.  
Mailed to Charles B. Bosley

GT

41231

# MORTGAGE

FROM

ROBERT C. LAMB and

CORNELIA E. LAMB, his wife,

TO

HOMESEEKERS' FEDERAL SAVINGS  
AND LOAN ASSOCIATION

BLOCK NO. \_\_\_\_\_

Received for Record 25 JAN 1956

at 225 o'clock P M. Same day recorded in

Liber GTC No. 996 Folio 507 etc.,

one of the LAND Records of \_\_\_\_\_

and examined per

GEORGE T. CROMWELL Clerk

Cost of Record, \$ 10.00

↓ CHARLES B. BOSLEY,  
7 ST. PAUL STREET,  
BALTIMORE, 2, MARYLAND

LIBER 100 PAGE 184

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY,  
IN EQUITY

CHARLES B. BOSLEY,  
ATTORNEY NAMED IN MORTGAGE,

vs.

ROBERT C. LAMB

and

CORNELIA E. LAMB, his wife,

Petitioner's Exhibit A

MR. CLERK:

Please ~~title the above en-~~  
~~titled Cause~~ and file the  
within Mortgage. + Exhibit

Charles B. Bosley

Charles B. Bosley,  
Attorney named in Mortgage

CHARLES B. BOSLEY, : IN THE CIRCUIT COURT  
 Attorney Named in Mortgage, : FOR  
 : BALTIMORE COUNTY  
 vs. : IN EQUITY  
 ROBERT C. LAMB : 11,806  
 and :  
 CORNELIA E. LAMB, :  
 his wife, :

\* \* \* \* \*

STATEMENT OF MORTGAGE CLAIM

Statement of the Mortgage Claim of HOMESEEKERS' FEDERAL SAVINGS AND LOAN ASSOCIATION under the Mortgage from ROBERT C. LAMB and CORNELIA E. LAMB, his wife, to HOMESEEKERS' FEDERAL SAVINGS AND LOAN ASSOCIATION, dated the 17th day of January, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 996, Folio 507.

Balance due on Mortgage	\$8,999.63
Interest to September 6, 1956	\$ 226.50
	<u>\$9,226.13</u>

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY-, That on this 30th day of August, 1956, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared J. ALLAN SEWARD, Secretary of HOMESEEKERS' FEDERAL SAVINGS AND LOAN ASSOCIATION, the plaintiff in the above entitled cause, and made oath in due form of Law that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Seal Notarial.

*Kathryn M. Healy*  
 Kathryn M. Healy-Notary Public.



CHARLES B. BOSLEY  
 MUNSEY BUILDING  
 BALTIMORE 2, MD.

**FILED**  
 1956 SEP -4 AM 8:52

Milit Affidavit under Soldiers' and Sa es' Civil Relief Act  
of 1940 and Amendment thereto of October 6, 1942

LIBER 100 PAGE 186

CHARLES B. BOSLEY,  
.....  
Attorney named in Mortgage  
.....  
vs.  
ROBERT C. LAMB and  
.....  
CORNELIA E. LAMB, his wife,  
.....

IN THE

Circuit Court

OF

~~BALTIMORE CITY~~  
ANNE ARUNDEL COUNTY  
IN EQUITY

11,806

Docket ..... Fol. ....

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, To WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in  
and for said City, personally appeared ..... CHARLES B. BOSLEY, .....

.....  
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,

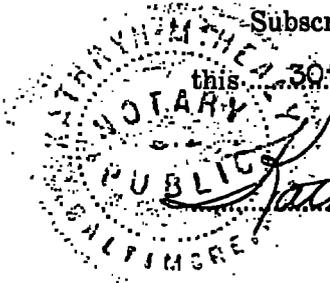
(2) said defendant is not in the military service of any nation allied with the  
United States,

(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 or-  
dered to report for military service.

*Charles B. Bosley*  
.....  
Affiant.

Subscribed and sworn to before me  
this 30th ..... day of August, .... 1956.



*Kathryn M. Healy*  
.....  
Notary Public  
Kathryn M. Healy

My Commission expires May 6, 1957.

FILED

1956 SEP -4 AM 8:52

# Know all Men by these Presents:



THAT WE Charles B. Bosley, 7 St. Paul Street, Baltimore 2, Maryland

~~and~~

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Nine Thousand Five Hundred and 00/100 (\$ 9,500.00) . . . . . Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 29th day of August in the year of our Lord nineteen hundred and fifty-six

WHEREAS, the above bounden Charles B. Bosley

by virtue of a power contained in mortgage from Robert C. Lamb and Cornelia E. Lamb, his wife

to Homeseekers' Federal Savings & Loan Association

dated 1/17/56 and recorded in Liber GTC

No. 996 folio 507 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 Charles B. Bosley

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

*Kathryn M. Kealy*

*Charles B. Bosley* [SEAL]  
Charles B. Bosley

[SEAL]

MARYLAND CASUALTY COMPANY

By *Joseph F. Howell*  
Joseph F. Howell,  
Attorney-in-fact



ATTEST:

*L. Pill*

L. Pill

Bond approved and filed this  
4<sup>th</sup> day of September 1956

*George T. Cornwell, Clerk.*

FILED

1956 SEP -4 AM 8:52

8

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.



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 29th day of August 1950 in full force and effect.

MARYLAND CASUALTY COMPANY

By: HARRY C. MICHAEL  
Vice-President

MARYLAND CASUALTY COMPANY

D. W. Vauthier, Assistant Secretary

8-A

CHARLES B. BOSLEY, : IN THE CIRCUIT COURT  
 Attorney named in Mortgage, : FOR  
 vs. : ANNE ARUNDEL COUNTY,  
 : IN EQUITY  
 ROBERT C. LAMB :  
 and :  
 CORNELIA E. LAMB, his wife, : 11,806

\* \* \* \* \*

REPORT OF SALE

TO THE HONORABLE, JUDGE OF ANNE ARUNDEL COUNTY:

The Report of Sale of Charles B. Bosley, Attorney named in Mortgage to make sale of Leasehold property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in Maryland Gazette, a daily newspaper published in Anne Arundel County, for more than three successive weeks preceding the date of sale, said Attorney named in Mortgage did pursuant to said notice on Thursday, the 6th day of September, 1956, at three o'clock P.M. attend on the premises and then and there sold said property to Homeseekers' Federal Savings and Loan Association at and for the sum of Nine Thousand, Seven Hundred and Fifty (\$9,750.00) Dollars.

*Charles B. Bosley*  
 Charles B. Bosley,  
 Attorney named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, 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 City of Baltimore, personally appeared Charles B. Bosley, Attorney named in Mortgage, and made oath in due form of law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Seal Notarial.

**FILED**

1956 SEP -8 AM 9:06

9

*Kathryn M. Healy*  
 Kathryn M. Healy-Notary Public

CHARLES B. BOSLEY  
 MUNSEY BUILDING  
 BALTIMORE 2, MD.

ORDER NISI

LIBER 100 PAGE 190

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,806

Equity

Charles B. Bosley, Attorney named  
in Mortgage

versus

Robert C. Lamb, and  
Cornelia E. Lamb, his wife

Ordered, this 8 day of September, 1956, That the sale of the  
Property in these proceedings mentioned,  
made and reported by Charles B. Bosley, Attorney named in Mortgage,  
~~XXXXXXXX~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15th  
day of October next; Provided, a copy of this Order be inserted in some newspaper  
published in Anne Arundel County, once in each of three successive weeks before the 15th  
day of October next.

The report states that the amount of sales ~~was~~ <sup>was</sup> ~~XXXX~~ \$ 9,750.00

Filed 1956 Sep-8 AM 9:06

*George J. Cromwell* Clerk.

True Copy.

TEST: Clerk.

(Final Order)

Charles B. Bosley, Attorney named  
in Mortgage

versus

Robert C. Lamb and  
Cornelia E. Lamb, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 16<sup>th</sup> day of October, 1956,  
that the sale made and reported by the ~~Attorney~~ <sup>Attorney</sup> aforesaid, be and the same ~~is~~ <sup>is</sup> 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~~ <sup>Attorney</sup> allowed the usual commissions and such proper expenses as he shall pro-  
duce vouchers for the Auditor.

FILED  
1956 OCT 16 PM 3:50

*Benjamin Michaelson*  
Judge

# 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. 11,806 Equity

CHARLES B. BOSLEY, Attorney named  
in Mortgage

Vs.

ROBERT O. LAMB, And CORNELIA E.  
LAMB, His Wife.

Ordered, this 8th day of September,  
1956, That the sale of the Property in  
these proceedings mentioned, made and  
reported by Charles B. Bosley, Attorney  
named in Mortgage BE RATIFIED  
AND CONFIRMED, unless cause to the  
contrary thereof be shown on or before  
the 15th day of October next; Provided,  
a copy of this Order be inserted in some  
newspaper published in Anne Arundel  
County, once in each of three successive  
weeks before the 15th day of October  
next.

The report states that the amount of  
sale was \$9,750.00.

GEORGE F. CROMWELL, Clerk.

True Copy, TEST:

GEORGE F. CROMWELL, Clerk.

O-4

## CERTIFICATE OF PUBLICATION

Annapolis, Md., October 9, 1956

We hereby certify, that the annexed

Order Nisi - Sale - Eq 11806

Robert C Lamb

was published in

## Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel  
County, Maryland, once a week for

successive weeks before the 15<sup>th</sup>

day of October, 1956. The first

insertion being made the 13<sup>th</sup> day of

September, 1956

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

FILED

No. M.G. 5732  
1956-09-09 AM 11:40

In the Case of

LIBER 100 PAGE 192

In the

Circuit Court

For

Anne Arundel County

No. 11,806

Equity

Charles B. Bosley,  
Attorney named in Mortgage

VS.

Robert C. Lamb

and

Cornelia E. Lamb, his wife

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 then she has stated the within account.

November 3, 1956

All of which is respectfully submitted.

*Laura R. Hickling*  
Auditor

FILED

1956 NOV -8 AM 10:06

Dr.

Charles B. Bosley, Attorney named in Mortgage vs. Robert C. Lamb and Cornelia E. Lamb, his wife

in ac.

To Attorney for fee, viz:	100	00		
To Attorney for Commissions, viz:	322	50	422	50
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	35	67		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Maryland Casualty Co. - bond premium	38	00		
T. C. W. Hobbs - auctioneer's fee	25	00		
One-half Federal documentary stamps	5	50		
One-half State documentary stamps	5	50		
Kathryn M. Healy - notary fees	1	50	125	17
To Attorney for Ground Rent, viz:				
Semi-annual ground rent (\$36.00) due 11/26/56 - adjusted	28	50	28	50
To Attorney for Benefit Charges, viz:				
Anne Arundel County Sanitary Commission- 1956 water and sewer benefit charges (\$22.1) - adjusted - 8 mos. 6 days Metered water to 9/1/56	15	08	18	68
	3	60		
To Homeseekers' Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	9,219	27	9,219	27
			9,865	62
Amount of mortgage claim filed	9,226	13		
Cr. Amount allowed above	9,219	27		
Balance subject to decree in personam	6	86		

with

Charles B. Bosley, Attorney named in Mortgage

Cr.

1956

Sept. 6

Proceeds of Sale

9,750 00

9,750 00

Refund 1956 State and County taxes,  
paid in advance

51 52

Refund fire insurance premium paid  
in advance

64 10

115 62

9,865 62

14

ORDER NISI

Charles B. Bosley,  
Attorney named in Mortgage  
VERSUS  
Robert C. Lamb  
and  
Cornelia E. Lamb, his wife

In the  
CIRCUIT COURT  
For  
ANNE ARUNDEL COUNTY

No. 11,806 Equity.

1956 NOV -8 AM 10:06

FILED

ORDERED, This 8 day of November, 1956, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 17 day of December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17 day of December next.

George T. Brownell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 18<sup>th</sup> day of January, 1957, that the foregoing 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 ~~proceeds~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Matthew S. Evans  
Judge

FILED

1957 JAN 19 AM 10:46

# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

## CERTIFICATE OF PUBLICATION

Annapolis, Md., December 12, 1956

We hereby certify, that the annexed \_\_\_\_\_

Order Nisi, Eq. 11,806.

Auditor account

Robert C. Lamb

was published in

## Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 3

successive weeks before the 17th

day of December, 1956. The first

insertion being made the 15th day of

November, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

### Order Nisi

IN THE CIRCUIT COURT  
FOR ANNE ARUNDEL COUNTY

No. 11,806 Equity

CHARLES B. BOSLEY

Attorney Named in Mortgage

versus

ROBERT C. LAMB

And

CORNELIA E. LAMB, HIS WIFE

Ordered, this 8th day of November, 1956, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 17th day of December, next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17th day of December, next.

GEORGE T. CROMWELL, Clerk  
True Copy, TEST:

GEORGE T. CROMWELL, Clerk

N-23

FILED

No. 1997-8937 JAN 18 PM 2:51

16

LILLIAN ROBINSON, Assignee

vs.

JUNE D. MILLER

Docket ..... Folio .....

Case No. 11,846 Equity

Filed .....

IN THE

Circuit Court No. 12

FOR  
1955

BALTIMORE CITY  
ANNE ARUNDEL COUNTY

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent s:

That on the 30th day of November A.D. 1955 the defendant executed and delivered to GLOBE HOME IMPROVEMENT COMPANY, INCORPORATED a mortgage upon certain property in the City of Baltimore, Anne Arundel County, therein described, to secure the payment of the mortgage debt of \$ 1,757.15 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

That the said Globe Home Improvement Company, Incorporated subsequently assigned said mortgage unto Lillian Robinson, your petitioner.

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

And as in duty, &c.

Warren J. Weinberger  
705 Knickerbocker Building

Attorney for Plaintiff

FILED

1956 AUG 16 PM 12:36

LIBER 1000 PAGE 240

LIBER 100 PAGE 198

"PETITIONER'S EXHIBIT NO. 1"

THIS MORTGAGE, Made this 30th day of November 1955, by and between ~~Myer Gaybis~~ ~~Myer Gaybis~~ June D. Miller

of the City of Baltimore, State of Maryland, part 1 of the first part, Mortgagor ~~S~~, and Globe Home Improvement Co., Inc.

part Y of the second part, Mortgagee.

WITNESSETH, that whereas the said Mortgagor ~~S~~ is/are indebted unto the said Mortgagee in the sum of Seventeen Hundred Fifty-seven Dollars & 15/100 (\$1757.15) and have agreed to repay same in 59 consecutive monthly installments of Twenty-nine Dollars & 28/100 (\$29.28), payable on the 4th day of each month beginning February, 1956, and a final payment of Twenty-nine Dollars & 63/100 (\$29.63), and

WHEREAS, the said Mortgagor ~~S~~, desiring and intending to secure the prompt payment of said sum of money and each and all installments thereof, do execute this Mortgage.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Mortgagor ~~S~~ do grant, convey and assign unto the said Mortgagee, its/h/their executors, administrators, heirs, successors and assigns, the following properties, the improvements thereon being known as No. 302 Riverside Road

Baltimore City, Maryland, and being more particularly described in a Deed from C. Braddock Jones, Jr. & Mary E., his wife to said Mortgagor ~~S~~, dated 2/26/54 and recorded among the Land Records of Baltimore City, in Liber JHH No. 818, Folio 58 subject to an annual ground rent of Fee simple (\$), in fee simple, and property known as No.

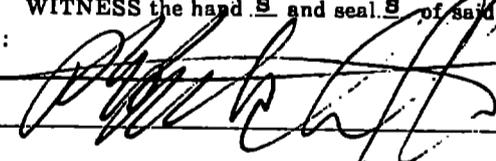
Baltimore, Maryland, and being more particularly described in a deed from \_\_\_\_\_ to said Mortgagor, dated \_\_\_\_\_ and recorded among the Land Records of Baltimore City in Liber \_\_\_\_\_ No. \_\_\_\_\_ Folio \_\_\_\_\_, subject to an annual ground rent of \$ \_\_\_\_\_, in fee simple.

AND it is agreed that, until default be made in the premises, said Mortgagor ~~S~~ its/h/their executors, administrators, heirs or assigns, shall possess the aforesaid property upon paying all taxes, water charges, interest, principal and insurance premiums, on this or prior Mortgages, if any there be, as the same become due and payable, and the ground rent, if any, and all other charges of every kind, levied or assessed, or to be levied or assessed, on said Mortgaged property, which taxes, assessments, public dues, charges, Mortgage debt and interest, the said Mortgagor ~~S~~ do hereby covenant to pay when legally demandable. And in case of any default in the payment of the aforesaid Mortgage debt, principal, or interest, or in any covenant or condition of this Mortgage, then the whole Mortgage debt hereby intended to be secured shall be due and payable and the said mortgagor do hereby assent to the passage of a decree for the sale of the property hereby mortgaged. The said mortgagor ~~S~~ do hereby further authorize the said mortgagee, its/h/their successors, personal representatives, or assigns, or its/h/their duly authorized attorney or agent of the mortgagee after default in the covenants or conditions of this mortgage to sell the hereby mortgaged property in accordance with Article 66 of the Public General Laws of the State of Maryland or any other general, or local laws of the State of Maryland or any supplements or additions thereto relating to mortgages. And upon any sale of said property, the proceeds shall be applied first to the payment of all expenses incident to said sale, including an Attorney's Fee of \$100.00 Dollars and a commission to the party making the sale, and secondly to the payment of all claims of the said Mortgagee, its/h/their executors, administrators, successors or assigns, and thirdly, the balance, if any, to said Mortgagor ~~S~~, its/h/their executors, administrators, successors or assigns.

And the said Mortgagor ~~S~~ do covenant to insure, and pending the existence of this Mortgage, to keep insured in some company satisfactory to the said Mortgagee, its/h/their personal representatives, successors or assigns, the improvements on the hereby mortgaged property to the extent of said Mortgage lien or claim hereunder.

The said Mortgagor ~~S~~ covenants that ~~Myer~~ she will warrant specially the property hereby conveyed, and that ~~Myer~~ she will execute such further assurances as may be requisite.

WITNESS the hand ~~S~~ and seal ~~S~~ of said Mortgagor ~~S~~.

Test:  x June D. Miller (Seal)



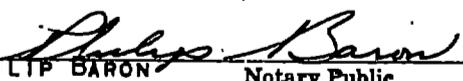
CITY OF BALTIMORE, State of MARYLAND, to wit:

I Hereby Certify that on this 30th 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 ~~Myer Gaybis~~ June D. Miller

the Mortgagor ~~S~~ named in the foregoing Mortgage and ~~Myer~~ she acknowledged the foregoing Mortgage to be her ~~Myer~~ act. At the same time also appeared Myer Gaybis

President Globe Home Improvement Co., Inc. 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 that he is the duly authorized agent of said Mortgagee ~~S~~ to make this affidavit.

1956 AUG 16 PM 12:37

WITNESS my hand and Notarial Seal.  Philip Baron Notary Public

PETITIONER'S EXHIBIT NO. 1

# Mortgage

FROM

JUNED. MILLER

TO

GLOBE HOME IMPROVEMENT CO., INC.

ASSIGNED TO

LILLIAN ROBINSON

RECEIVED FOR RECORD on the 11 day  
of FEB, 1956  
at 9:40 o'clock A M., and recorded in  
Liber No. 1000 at folio 240 one of  
the Land Records of AAAC

*ASS. GEORGE T. CROMWELL, Clerk*  
*Received for Record*  
*of F.E.C. 1956, at 1:40 AM*  
*and the same day recorded in Liber Clerk*  
*G.T.C. No. 1, 20 Fol. 241 Land*  
*Records of Anne Arundel County*  
GEORGE T. CROMWELL, Clerk  
*PD 6.50*

LIBER 1000 PAGE 241

Baltimore, Md. JANUARY 31, 195 6

FOR VALUE RECEIVED, I/we hereby assign all our right, title, interest and estate in and to the within Mortgage to  
**LILLIAN ROBINSON**

AS WITNESS my/our hand and seal the day and year first above written.

(Corporate Seal Here.)

Globe Home Improvement Co., Inc. (Seal)

(Test:

*Blaine C. Farmer*  
BLAINE C. FARMER

*Myer Gaybis*  
By MYER GAYBIS President (Seal)

Rec'd for record Feb. 14, 1956, at 2:40 PM.  
Mailed to Warren J. Weinberger

Military Affidavit under Soldiers' and Sailors' Civil Relief Act  
of 1940 and Amendment thereto of October 6, 1942

LIBER 100 PAGE 200

Lillian Robinson, Assignee  
.....  
.....  
vs.  
June D. MILLER  
.....  
.....

IN THE  
**CIRCUIT COURT No. 121**  
FOR  
**OF**  
**BALTIMORE/CITY/**  
**ANNE ARUNDEL COUNTY**

Docket ..... Folio .....

Case No. *11,846 Equity*

Filed .....

**Military Affidavit**

STATE OF MARYLAND, CITY OF BALTIMORE, To WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in  
and for said City, personally appeared .....LILLIAN ROBINSON.....

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.

*Lillian Robinson*  
.....  
Affiant.

Subscribed and sworn to before me  
this *10<sup>th</sup>* day of *August* 19*56*



*William R. Cohen*  
.....  
Notary Public

Commission expires *May 6, 1957*

**FILED**

1956 AUG 16 PM 12:37

FOR ANNE ARUNDEL COUNTY

Decree in Circuit Court No. 2 of Baltimore City.

DOCKET ..... FOLIO .....

CASE No. ....

FILED .....

LILLIAN ROBINSON, Assignee

IN THE

Circuit Court No. 2

FOR  
11/07/11

BAITMORE/CITY

ANNE ARUNDEL COUNTY

TERM, 19.....

.....

vs.

JUNE D. MILLER

.....

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 16<sup>th</sup> day of August in the year nineteen hundred and fifty-six by the Circuit Court No. 2 of Baltimore City, ADJUDGED, ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned to be sold,

at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; Warren J. Weinberger that..... be and he..... is..... hereby appointed Trustee to make said sale,

and that the course and manner of the proceedings shall be as follows: he shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by himself, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Twenty-five Hundred Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any further Decree or Order in the premises;

he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in the City of Baltimore, ANNE ARUNDEL COUNTY, as he shall think proper, of the time, place, manner and terms of sale, which shall be one-third of \$500.00 will be required of the purchaser at the time and place of sale; balance in cash upon ratification of sale by Circuit Court. All adjustments made to date to bear interest from the day of sale, and to be secured by the note or notes of the purchaser or purchasers, endorsed to the satisfaction of the said Trustee; and as soon as may be convenient

after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their personal representatives and assigns the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming

by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

FILED

1956 AUG 17 PM 12:35

Benjamin H. ...  
Judge.

5

STATEMENT OF MORTGAGE CLAIM

11,846 Equity

LIBER 100 PAGE 202

LILLIAN ROBINSON, Assignee

DOCKET ..... FOLIO .....  
CASE NO. ....  
FILED .....

vs.

IN THE

JUNE D. MILLER

CIRCUIT COURT No. 112

FOR  
~~11011~~

ANNE ARUNDEL  
~~BALTIMORE CITY~~ COUNTY

STATEMENT OF MORTGAGE DEBT

Amount of Mortgage	\$1,757.15
Paid on Account	<u>140.84</u>
Balance	1,616.31

STATE OF MARYLAND, CITY OF BALTIMORE, Sect.

I HEREBY CERTIFY, That on this 13th day of September 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 LILLIAN ROBINSON, Assignee

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

As witness my hand and Notarial Seal,

Hyman K. Cohen  
711 Kinckerbocker Building  
Baltimore 2, Maryland

*Hyman K. Cohen*

Notary Public.  
My Commission Expires  
May 6, 1957.

FILED

SEP 15 AM 9:04



11,846 Equity

# Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

KNOW ALL MEN BY THESE PRESENTS:

That we, Warren J. Weinberger of 705 Knickerbocker Bldg., Baltimore 2, Md.  
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 five hundred (\$2,500.00) - - - - - Dollars,  
to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind  
ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally,  
firmly by these presents.

Sealed with our seals and dated this Eleventh day of September  
in the year of our Lord one thousand nine hundred and Fifty-six

WHEREAS, the above bounden Warren J. Weinberger  
by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County  
has been appointed Trustee to sell Certain property

mentioned in the proceedings in the case of Lillian Robinson, Assignee

VS:

Jane D. Miller

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden  
Warren J. Weinberger

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:

Warren J. Weinberger (SEAL)  
Warren J. Weinberger

WITNESS:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Betty Kitzmiller  
Betty Kitzmiller As to Surety

By Joseph C. McHugh  
Joseph C. McHugh Attorney in Fact  


Bond approved this 15<sup>th</sup> day of Sept, 1956  
George J. Cromwell, Clerk

State of Maryland, Baltimore City, sd:

LIBER 100 PAGE 204

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of MARYLAND, does hereby constitute and appoint JOSEPH C. MCHUGH its Attorney-in-Fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in any Court in or of the State of Maryland, and it does hereby declare that all such bonds signed and executed by its said Attorney-in-Fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, duly affixed by its Vice-President and attested by its Assistant Secretary, this 21st day of November, 1955.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



ATTEST: JOHN C. GARDNER  
Assistant Secretary

By: WM. H. C. GRIFFITH  
Vice President

I HEREBY CERTIFY that the above is a correct and true copy of the original Power of Attorney  
September 11, 1956

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

C. G. Stevens

Assistant Secretary

7

REPORT OF SALE

LIBER 100 PAGE 205

LILLIAN ROBINSON, Assignee

DOCKET ..... FOLIO .....  
CASE NO. ....  
FILED .....

vs.

JUNE D. MILLER

IN THE  
**CIRCUIT COURT No. 12**

~~BALTIMORE CITY~~  
-OF-  
ANNE ARUNDEL COUNTY  
~~BALTIMORE CITY~~  
(IN EQUITY)

To The Honorable Judge of the ANNE ARUNDEL COUNTY  
Circuit Court of ~~Baltimore City~~

The Report of Sale of WARREN J. WEINBERGER

Trustee s appointed by the decree in the above entitled cause, to make sale of  
302 RIVERSIDE ROAD

in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in

EVENING GAZETTE

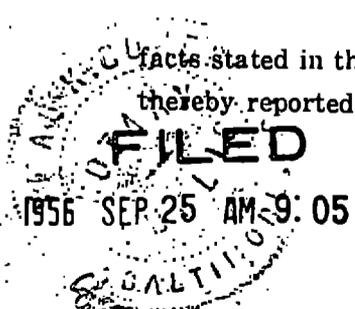
a daily newspaper published in ANNE ARUNDEL COUNTY  
~~Baltimore City~~ for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on the 17th day of September, 19 56 at 3:00 o'clock P. M. attend on the premises and then and there sold for \$425.00 subject to a prior mortgage of \$5,117.35

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 18th day of September 19 56 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared WARREN J. WEINBERGER

Trustee , and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

As witness my hand and Notarial Seal,



Hyman K. Cohen - 708 Knickerbocker Bldg.  
Baltimore 2, Md. Notary Public.

LILLIAN ROBINSON, Assignee

versus

JUNE D. MILLER

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,846 Equity

Ordered, this 25th day of September, 1956, That the sale of the Property in these Proceedings mentioned, made and reported by Warren J. Weinberger Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 29th day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 29th day of October next.

The report states that the amount of sales ~~was~~ \$425.00 subject to a prior mortgage of \$5,117.35.

Filed 1956 Sep 22 AM 9:00

*George H. ...* Clerk.

True Copy.

TEST: Clerk.

(Final Order)

LILLIAN ROBINSON, Assignee

versus

JUNE D. MILLER

(also known as JUNE D. GILES)

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 31st day of October, 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 Nicholas*  
Judge

FILED

1956 NOV -1 PM 12:14

LILLIAN ROBINSON, Assignee : IN THE CIRCUIT COURT  
 VS. : FOR  
 JUNE D. MILLER : ANNE ARUNDEL COUNTY  
 (ALSO KNOWN AS JUNE D. GILES) ..... (In Equity)

**Legal Notices**  
 WARREN J. WEINBERGER, Solicitor  
 220 East Lexington Street, Balto.

**Mortgage Sale**  
**Of Highly Valuable**  
**Fee-Simple Residential**  
**Property In Brooklyn**  
**Section**

Under and by virtue of the power and authority contained in a mortgage from June D. Miller (Also known as June D. Giles) to Globe Home Improvement Co., Inc., dated November 30, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 1000 Folio 240, (Default having occurred thereunder) the undersigned, the Attorney named in said mortgage, will sell at Public Auction on the premises on

**Monday,**  
**September 17, 1956**  
**at 3 o'clock P.M.**  
**302 Riverside Avenue**

All that lot of ground and the improvements thereon, situate in Anne Arundel County, State of Maryland, and described as follows: Beginning for the same on the northwest side of Riverside Road 50 feet wide at the distance of 34 feet southwesterly from the southwest side of Hilltop Road and at a point in a line with the center of the partition wall between the house on the lot being described and the house adjoining on the lot on the northeast; and running thence southwesterly, binding on the northwest side of Riverside Road 16 feet to a point in a line with the center of another partition wall; thence northwesterly to and through the center of said wall to the end thereof and continuing the same course in all 90 feet to the southeast side of an alley 15 feet wide; thence northeasterly binding thereon, with the use thereof in common with others, 16 feet to a point in a line with the center of the partition wall first herein mentioned; thence southeasterly to and through the center of said wall and continuing the same course in all 90 feet to the place of beginning; the improvements thereon being known as No. 302 Riverside Road. Being in fee simple and improved by a two-story brick dwelling. Being sold subject to prior mortgage, amount of which will be announced at time of sale.

Terms of Sale: A cash deposit of \$500 will be required of purchaser at time and place of sale; balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County. Unpaid portion of purchase price to bear interest from day of sale to day of settlement at 6%. Taxes and all other charges to be adjusted to day of sale.

WARREN J. WEINBERGER,  
 Attorney Named in Mortgage.  
 ALEX COOPER, Auctioneer.  
 PL. 2-4898. 212 N. Calvert Street,  
 Balto., Md.

**AUCTIONEER'S CERTIFICATE**

I hereby certify that I have this 17th day of September, 1956, sold the property described in the attached advertisement of sale at and for the sum of \$425, subject to a prior mortgage of \$5117.35, to Globe Home Improvement Co., Inc., it being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

*Alex Cooper*  
 Alex Cooper, Auctioneer

**PURCHASER'S AGREEMENT**

I hereby certify that I have this 17th day of September, 1956, purchased the property described in the attached advertisement of sale from Warren J. Weinberger, Attorney named in mortgage, at and for the sum of \$425, subject to a prior mortgage of \$5117.35, and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale/

GLOBE HOME IMPROVEMENT CO., INC.

By: *Myra Gaylor*  
 TEST: *James P. Gorman*

**FILED**

1956 SEP 22 AM 9:00

WARREN J. WEINBERGER, Solicitor  
220 East Lexington Street, Balt-

# Mortgage Sale

Of Highly Valuable  
Fee-Simple Residential  
Property In Brooklyn  
Section

Under and by virtue of the power and authority contained in a mortgage from June D. Miller (Also known as June D. Giles) to Globe Home Improvement Co., Inc., dated November 30, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 1000 Folio 240, (Default having occurred thereunder) the undersigned, the Attorney named in said mortgage, will sell at Public Auction on the premises on

**Monday,  
September 17, 1956  
at 3 o'clock P.M.  
302 Riverside Avenue**

All that lot of ground and the improvements thereon, situate in Anne Arundel County, State of Maryland, and described as follows: Beginning for the same on the northwest side of Riverside Road 50 feet wide at the distance of 34 feet southwesterly from the southwest side of Hilltop Road and at a point in a line with the center of the partition wall between the house on the lot being described and the house adjoining on the lot on the northeast; and running thence southwesterly, binding on the northwest side of Riverside Road 16 feet to a point in a line with the center of another partition wall; thence northwesterly to and through the center of said wall to the end thereof and continuing the same course in all 90 feet to the southeast side of an alley 15 feet wide; thence northeasterly binding thereon, with the use thereof in common with others, 16 feet to a point in a line with the center of the partition wall first herein mentioned; thence southeasterly to and through the center of said wall and continuing the same course in all 90 feet to the place of beginning; the improvements thereon being known as No. 302 Riverside Road. Being in fee simple and improved by a two-story brick dwelling. Being sold subject to prior mortgage, amount of which will be announced at time of sale.

Terms of Sale: A cash deposit of \$500 will be required of purchaser at time and place of sale; balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County. Unpaid portion of purchase price to bear interest from day of sale to day of settlement at 6%. Taxes and all other charges to be adjusted to day of sale.

WARREN J. WEINBERGER,  
Attorney Named in Mortgage.  
ALEX COOPER, Auctioneer.  
PL. 2-4868. 212 N. Calvert Street,  
Baltimore, Md. S-14

LIBER 100 PAGE 208 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 16, 1956

We hereby certify, that the annexed

Mortgage Sale  
June D. Miller

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 17<sup>th</sup>

day of September, 1956. The first

insertion being made the 24<sup>th</sup> day

August, 1956.

THE CAPITAL-GAZETTE PRESS, INC.  
**FILED**

1956 OCT 16 PM 3:35 Lillie L. French

# 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. 11,846 Equity  
LILLIAN ROBINSON, Assignee

vs.  
JUNE D. MILLER

Ordered, this 25th day of September, 1956, That the sale of the Property in these Proceedings mentioned, made and reported by Warren J. Weisberger Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th 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 20th day of October next.

The report states that the amount of sale was \$425.00 subject to a prior Mortgage of \$5,117.35.

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

O-18

## CERTIFICATE OF PUBLICATION

Annapolis, Md., October 31, 1956

We hereby certify, that the annexed

Order Nisi Eq. 11,846  
Sale

June D. Miller  
was published in

## Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4

successive weeks before the 29th

day of October, 1956. The first

insertion being made the 27th day of

September, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M.G. 5795  
1956 OCT 31 PM 3:15

In the Case of

Lillian Robinson,  
Assignee  
vs.  
June D. Miller

In the  
Circuit Court  
For  
Anne Arundel County  
#11,846 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.

[Dotted lines for account statement]

November 24, 1956

All of which is respectfully submitted.

*Laura K. Jackling*  
Auditor

FILED  
1956 NOV 30 AM 10:39

13

Dr.

Lillian Robinson, Assignee, vs. June D. Miller

in ac.

To Trustee for Fee, viz:	100	00		
To Trustee for Commissions, viz:	28	50	128	50
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Trustee for Expenses, viz:				
Capital-Gazette Press - advertising sale	47	52		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Fidelity & Deposit Co. of Md. - bond premium	10	00		
Alex Cooper - auctioneer's fee	15	00		
One-half Federal documentary stamps		28		
One-half State documentary stamps		27		
Hyman K. Cohen - notary fees	1	50	88	57
To Trustee for Taxes, viz:				
1955 State and County taxes	86	95		
1956 State and County taxes (\$91.74) ad- justed to 9/17/56 - 261 days	65	51		
Interest	3	52		
Advertising tax sale (\$11.00) and costs thereof (\$4.46)	15	46	171	44
			440	01
Amount of mortgage claim filed	1,616	31		
Deficit shown above	15	01		
Balance due by mortgagor	1,631	32		

with

Warren J. Weinberger, Trustee

Cr.

1956

Sept. 17

Proceeds of Sale

425 00

425 00

DEFICIT

15 01

15 01

440 01

15

ORDER NISI

Lillian Robinson,  
Assignee

VERSUS

June D. Miller

In the  
**CIRCUIT COURT**  
For  
**ANNE ARUNDEL COUNTY**

No. 11,846 Equity.

ORDERED, This 30 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 December 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 December next.

FILED 1956 NOV. 30 AM 10:39

George + Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 15 day of January, 1957, that the foregoing 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.

Matthew S. Evans  
Judge

FILED  
1957 JAN 19 AM 10:46

# 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. 11846 Equity

LILLIAN ROBINSON, Assignee  
versus

JUNE D. MILLER

Ordered, this 30 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. 11,846.  
Auditor Account.

June D. Miller.

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.

By

H. Tilghman

FILED

No. M. C. 1957-225 JAN 10 PM 2:51

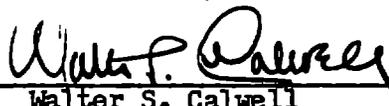
17

WALTER S. CALWELL, : IN THE CIRCUIT COURT  
Attorney Named in Mortgage :  
VS. : FOR  
WILLIAM L. CORNELIUS AND : ANNE ARUNDEL COUNTY  
NORMA L. CORNELIUS, his wife : (In Equity)  
No. 11,833

Mr. Clerk:

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

1. Original Mortgage from the said William L. Cornelius and Norma L. Cornelius, his wife to Baltimore Federal Savings and Loan Association, dated December 28th, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 805 folio 492.



Walter S. Calwell  
Attorney Named in Mortgage

FILED

1956 JUL 31 AM 9:12

VA Form 4-6318 (Home Loan).  
Aug. 1963. Use optional. Ser-  
vicemen's Readjustment Act  
(38 U. S. O. A. 694 (a)). Ac-  
ceptable to RFC Mortgage Co.

## MORTGAGE

THIS MORTGAGE, made this 28th day of December, N.L.C., A. D. 19 53, by  
and between WILLIAM L. CORNELIUS and NORMA L. CORNELIUS, his wife,

of Anne Arundel County, in the State of Maryland, hereinafter  
called the Mortgagor, and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

a corporation organized and existing under the laws of the United States of America,  
hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee*,\* is justly indebted to the Mortgagee for a loan  
contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of  
TEN THOUSAND AND No/100ths Dollars (\$ 10,000.00 ),  
being part of the purchase money for the property hereinafter described, with interest from date at the rate of  
four and one half per centum (  $4\frac{1}{2}$  %) per annum until paid, principal and interest being  
payable at the office of the said Mortgagee  
Baltimore City, Maryland, or at such other place as the holder hereof may  
designate in writing delivered or mailed to the Mortgagor, in monthly installments of  
fifty-five and 59/100ths Dollars (\$ 55.59 ), commencing on the first day of  
January, 19 54, and continuing on the first day of each month thereafter until the principal  
and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be  
due and payable on the first day of December, 19 78. Privilege is reserved to prepay  
at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of  
one installment, or one hundred dollars (\$100), whichever is less.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date  
hereof.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment  
thereof, with interest, should be secured by the execution of these presents.

Now, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of  
One Dollar (\$1) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant,  
convey, and assign unto the Mortgagee, its successors and assigns, all the following described property in  
~~Baltimore~~ Anne Arundel County, in the State of Maryland, to wit:

*W.L.C. N.L.C.*  
BEGINNING FOR THE SAME and being known as Lot No. 104 on the Plat of Belvedere Heights,  
said Plat being dated February, 1953 and recorded among the Plat Records of Anne Arundel  
County on March 13, 1953 in Plat Cabinet 4, Rod G-5, Plat No. 6.

BEING THE SAME lot of ground which by Assignment of even date herewith and recorded or  
intended to be recorded among the Land Records of Anne Arundel County immediately prior  
hereto was granted and assigned by Admiral Equipment Corporation to the Mortgagors herein.

Plaintiff's Exhibit "A"

FILED

\* Delete italicized words if Mortgagee is not a building and loan association.

1956 JUL 31 AM 9:12

16-60890-6

TOGETHER with all buildings and improvements now, and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described ~~and in addition to the rest of the foregoing described premises and appurtenances, which are, and shall be, held in trust for the use and behoof of the said Mortgagor, and as a security for the indebtedness hereinbefore mentioned.~~

To HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of Eighty-four Dollars, payable half-yearly on the 18th days of March and September in each and every year.

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

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

1. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage note hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid the following sums:

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.
- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
  - (I) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums;
  - (II) interest on the indebtedness secured hereby; and
  - (III) amortization of the principal of said indebtedness.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

2. If the total of the payments made by the Mortgagor under (a) of paragraph 1 preceding shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment for the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of (a) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under (a) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate provided for, in the principal indebtedness from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

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

7. He will continuously maintain hazard insurance, of such type or types and amounts as the Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

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

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for **thirty** days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or **Walter S. Calwell or Joseph J. Callahan**, its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of fifty Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties, and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

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

Witness  
*John C. Evelius*  
JOHN C. EVELIUS

*William L. Cornelius* [SEAL]  
William L. Cornelius  
*NLC - 20. 1. 53*  
Norma L. Cornelius [SEAL]  
*Norma L. Cornelius* [SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit: LIBER 805 PAGE 496

I HEREBY CERTIFY, That on this 28th day of December, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared WILLIAM L. CORNELIUS and NORMA L. CORNELIUS, his wife, the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

At the same time also personally appeared Walter S. Calwell, the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

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

*John C. Evelius*  
JOHN C. EVELIUS Notary Public.

Recorded- 31st December, 1953, at 9 A.M.

Application No. 32099  
Written by *J.M.*  
Approved by *[Signature]*  
Ready for Record

STATE OF MARYLAND  
Mortgage  
FROM  
WILLIAM L. CORNELIUS and  
NORMA L. CORNELIUS, his wife,  
TO  
BALTIMORE FEDERAL SAVINGS  
AND LOAN ASSOCIATION  
Received for Record 31 Dec. 1953 at 9 o'clock  
Same day recorded in Liber 805 Folio 492 &c.,  
one of the Land Records of A.A.C.A.  
and examined per  
JOHN H. HOPKINS, Clerk.  
Cost of Record, \$ 12.90

MILITARY AFFIDAVIT

*no. 11,833. Equity*

Docket *16* folio *299*

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 27th day  
of July 19 56 before me, the subscriber a Notary Public  
of the State of Maryland, in and for the City aforesaid, per-  
sonally appeared **Walter S. Calwell**  
and made oath in due form of Law that the Defendants **William L.  
Cornelius and Norma L. Cornelius, his wife**  
against whom foreclosure proceedings were instituted are  
not in the Military Service of the United States or of any  
Nation with which the United States is allied in the present  
war, that they have not been ordered to report for induction  
under the Selective Training and Service Act of 1940, that  
he not member of the Enlisted Reserve Corps, and have  
not been ordered to report for service therein, ~~that~~

~~is not~~ ~~is not~~, and that the Affiant's source of  
information was the family of the Defendant

*Walter S. Calwell*  


---

Walter S. Calwell

*Clara M. Link*  


---

Clara M. Link - Notary Public



**FILED**  
1956 JUL 31 AM 9:12  
1956 JUL 31 AM 9:12

No. 11,833  
Equity

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

WILLIAM L. CORNELIUS AND

NORMA L. CORNELIUS, his wife

IN THE

ANNE ARUNDEL

Circuit Court for Baltimore County

IN EQUITY.

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from the said William L. Cornelius and Norma L. Cornelius, his wife to Baltimore Federal Savings and Loan Association

dated the 28th day of December, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.R.H. No. 805 Folio 492

Amount of Mortgage \$10,000.00

Less - amount paid on principal 394.47

9,605.53

Plus - interest to 9/25/1956 426.58

10,032.11

Less - balance in expense account 76.41

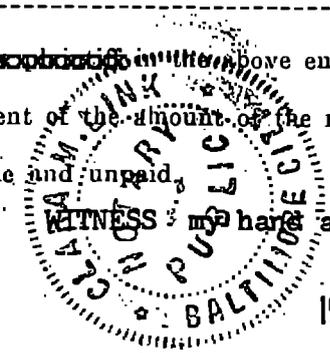
10,108.52

CITY STATE OF MARYLAND, COUNTY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 24th day of September in the year nineteen hundred and fifty-six, before me, the subscriber a Notary Public City of the State of Maryland, in and for said County of Baltimore, personally appeared Joseph M. Hisley, the Vice President of Baltimore Federal Savings and Loan Association, holder of the Mortgage

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

WITNESS my hand and Notarial seal



FILED Clara M. Link

1956 SEP 25 AM 10:04

Clara M. Link - Notary Public



227 ST. PAUL STREET BALTIMORE, MD.

60 JOHN STREET NEW YORK, N. Y.

210887

No. 11,833 Equity

Know All Men by These Presents:

That we Walter S. Calwell Baltimore Federal Building, Baltimore, Md..

as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of.....

TEN THOUSAND AND 00/100 (\$10,000.00) Dollars,

to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 21st

day of September in the year nineteen hundred and fifty-six.

Whereas, the above bounden Walter S. Calwell Attorney Named in Mortgage

by virtue of the power contained in a Mortgage from William L. Cornelius and Norma L. Cornelius his wife, to the Baltimore Federal Savings & Loan Association

bearing date the 28th day of December nineteen hundred and fifty-three

and recorded among the Land Records of Anne Arundel County, in Liber J.M.M.

No. 805, Folio 492, and he

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

Now the Conditions of this Obligation are Such, That if the above bounden

Walter S. Calwell

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

Signed, Sealed and Delivered in the presence of

Clara M. Cook

Attest:

V.N. Mercier Assistant Secretary

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By Vice President

1956 SEP 25 AM 10:03

Bond approved and filed this 25th day of September 1956

George T. Cromwell, Clerk

WALTER S. CALWELL, : IN THE CIRCUIT COURT  
 Attorney Named in Mortgage :  
 VS. : FOR  
 : ANNE ARUNDEL COUNTY  
 WILLIAM L. CORNELIUS AND :  
 NORMA L. CORNELIUS, his wife : (In Equity)

11,833

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney  
 Named in Mortgage, dated December 28th, 1953 and recorded among the  
 Land Records of Anne Arundel County in Liber J.H.H. No. 805 folio 492  
 from said William L. Cornelius and Norma L. Cornelius, his wife  
 to the Baltimore Federal Savings and Loan Association, which  
 Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the  
 faithful discharge of his trust, which was duly filed and approved,  
 and having given notice of the time, place, manner and terms of sale by  
 advertisement inserted in "The ~~Jeffersonian~~ Maryland-Gazette"  
 advertisement inserted in "The ~~Jeffersonian~~ a newspaper published  
 Anne Arundel  
 in Baltimore County, for more than three successive weeks preceding  
 the day of sale, Walter S. Calwell, Attorney, under and by virtue  
 of the power and authority contained in said Mortgage (after default  
 having occurred thereunder) did, pursuant to said notice, on the  
 25th day of September, 1956 at 3:15 P.M.

attend on the premises and then and there sold the leasehold  
 Anne Arundel  
 property situate, lying and being in ~~Baltimore~~ County

being known as Lot No. 104 on the Plat of Belvedere Heights, said Plat  
 being dated February, 1953 and recorded among the Plat Records of Anne  
 Arundel County on March 13, 1953 in Plat Cabinet 4, Rod G-5 Plat No. 6,  
 more particularly and at length described in the aforementioned Mortgage  
 and the attached advertisement of sale.

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

1956 OCT -4 AM 8:51  
 FILED

The property was sold to Baltimore Federal Savings and Loan Association, subject to the payment of an annual ground rent of Eighty-four (\$84.00) Dollars, at and for the sum of Ninety-four Hundred (\$9400.00) Dollars, said purchaser being then and there the highest bidder.

*Walter S. Calwell*

Walter S. Calwell  
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 27th day of September, 1956 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

CALLAHAN AND CALWELL  
Solicitors  
Baltimore Federal Building,  
Baltimore 2, Maryland

**Attorney's Sale**  
of  
**VALUABLE LEASEHOLD PROPERTY**

*Clara M. Link*  
Clara M. Link - Notary Public

Under and by virtue of the power and authority contained in a Mortgage from William L. Cornelius and Norma L. Cornelius, his wife to Baltimore Federal Savings and Loan Association, dated December 28th, 1953 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 805 folio 402 (definit having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

**TUESDAY,**  
**SEPTEMBER 25th, 1956**  
**at 3:15 P.M. (E.D.T.)**

All that leasehold lot of ground situate and lying in Belvedere Heights, near Arnold, Anne Arundel County, Md.

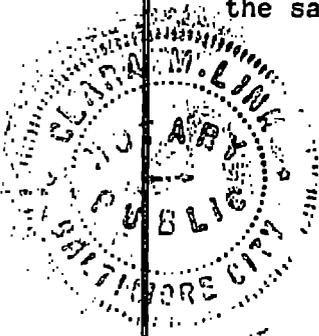
land, and described as follows:-  
Being known as Lot No. 104 on the Plat of Belvedere Heights, said Plat being dated February, 1953 and recorded among the Plat Records of Anne Arundel County on March 13, 1953 in Plat Cabinet 4 Rod G-5, Plat No. 6.

Subject to the payment of an annual ground rent of \$84.00, and to any restrictive covenants, and Utility Agreements, of record, affecting the property.

The improvements consist of 1½ story brick and frame bungalow, containing 4 rooms, 1 bath, unfinished attic, hot water, radiant panel, oil fired heat.

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

WALTER S. CALWELL,  
Attorney Named in Mortgage.  
E. T. NEWBELL & CO. INC.,  
Auctioneer.



WALTER S. CALWELL, Attorney Named  
in Mortgage

versus

WILLIAM L. CORNELIUS and  
NORMA L. CORNELIUS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,833

Equity

Ordered, this 4th day of October, 1956, That the sale of the  
Property in these Proceedings mentioned  
made and reported by Walter S. Calwell, Attorney Named in Mortgage  
~~XXXXXX~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sales ~~XXXX~~ <sup>was</sup> \$ 9,400.00

Fd. 1956 OCT. 4 AM 8:51

*George J. Cromwell*

Clerk.

True Copy.

TEST: Clerk.

(Final Order)

WALTER S. CALWELL, Attorney Named  
in Mortgage

versus

WILLIAM L. CORNELIUS and  
NORMA L. CORNELIUS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 13<sup>th</sup> day of November, 1956,  
that the sale made and reported by the ~~Trustee~~ <sup>Attorney</sup> aforesaid, be and the same ~~is~~ <sup>is</sup> 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~~ <sup>Attorney</sup> allowed the usual commissions and such proper expenses as he shall pro-  
duce vouchers for the Auditor.

*Benjamin Meacham*  
Judge.

FILED

1956 NOV 13 PM 3:39

//

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. 11,833 Equity  
WALTER S. CALWELL, Attorney  
Named in Mortgage

vs.  
WILLIAM L. CORNELIUS and  
NORMA L. CORNELIUS, his wife.  
Ordered, this 4th day of October, 1956,  
That the sale of the Property in these  
Proceedings mentioned made and re-  
ported by Walter S. Calwell, Attorney  
named in Mortgage BE RATIFIED  
AND CONFIRMED, unless cause to the  
contrary thereof be shown on or before  
the 12th day of November next; Pro-  
vided, 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.

The report states that the amount of  
sale was \$0,400.00.  
GEORGE T. CROMWELL, Clerk.  
True Copy, TEST:  
GEORGE T. CROMWELL, Clerk.  
N-1

**CERTIFICATE OF PUBLICATION**

Annapolis, Md., November 9, 1956

We hereby certify, that the annexed

Order Nisi - Sale - No. 11,833

William L. Cornelius

was published in

**Maryland Gazette**

a newspaper published in the City of Annapolis, Anne Arundel  
County, Maryland, once a week for 4

successive weeks before the 12th

day of November, 1956. The first

insertion being made the 11th day of

October, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

No. M.G. 5847 FILED By Marie Tate

1956 NOV -9 AM 9:42

12



Dr. Walter S. Calwell, Attorney named in Mortgage, vs. William L. Cornelius and Norma L. Cornelius, his wife

in ac

To Attorney for Fee, viz:	50 00		
To Attorney for Commissions, viz:	314 35		364 35
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	38 76		
Capital-Gazette Press - order nisi (sale)	8 00		
Capital-Gazette Press - order nisi (acct)	6 00		
New Amsterdam Casualty Co. - bond premium	40 00		
E. T. Newell & Co. - auctioneer's fee	25 00		
One-half Federal documentary stamps	5 23		
One-half State documentary stamps	5 22		
Clara M. Link - notary fees	1 25		129 46
To Attorney for Ground Rent, viz:			
Semi-annual ground rent (\$42.00) due 3/18/57 - 7 days	1 61		1 61
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	8,959 67		8,959 67
			9,506 59
Amount of mortgage claim filed	10,108 52		
Cr. Amount allowed above	8,959 67		
Balance subject to decree in personam	1,148 85		

with

Walter S. Calwell, Attorney named in Mortgage

Cr.

1956				
Sept.	25	Proceeds of Sale	9,400	00
		Interest on deferred payment to 11/14/56	78	33
		Refund 1956 State and County taxes 3 months 5 days	28	26
				9,478 33
				28 26
				9,506 59

ORDER NISI

Walter S. Calwell,
Attorney named in Mortgage
VERSUS
William L. Cornelius
and
Norma L. Cornelius, his wife

LIPER 100 PAGE 230

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 11,833 Equity.

1956 DEC 13 PM 12:53

ORDERED, This 13 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 21 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 21 day of January next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 23 day of January, 1957, that the foregoing 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 Jan 23 1957 at 3:13 P.M.

Matthew S. Cronan
Judge

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. 11,833 Equity
WALTER S. CALWELL
Attorney Named in Mortgage
vs.
WILLIAM L. CORNELIUS
and
NORMA L. CORNELIUS

Ordered this 13th 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 21st 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 21st day of January next.

George T. Cromwell, Clerk
True Copy: TEST:
George T. Cromwell, Clerk

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 5, 1957

We hereby certify, that the annexed

Order Nisi, Eq. 11, 833
Auditor Account

William L. Cornelius

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 21st

day of January, 1957. The first

insertion being made the 20th day of

December, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

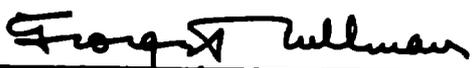
No. M.G. 9-2-79-8 AM 11:04

IN THE MATTER OF THE SALE OF : EQUITY NO. 11, 877  
THE MORTGAGED REAL ESTATE OF : IN THE CIRCUIT COURT  
EDWIN F. CUMMINGS and : FOR  
KITTY CUMMINGS, his wife : ANNE ARUNDEL COUNTY

...

Mr. Clerk:

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

  
George E. Rullman  
Attorney named in Mortgage

FILED

1956 SEP 24 PM 2:29

**This Mortgage,**

Made this 4th day of February, in the year one thousand, nine hundred and fifty-five (1955), Between Edwin F. Cummings and Kitty Cummings, his wife

of District of Columbia, in the State of ~~Maryland~~, Mortgagors, and FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance in the sum of Ten Thousand Five Hundred (\$10,500.00) Dollars, being part of the purchase money for the property hereinafter described; and

WHEREAS, said Mortgagors have agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of six per cent. ( 6% ) per annum in the manner following:

By the payment of Eighty Seven (\$87.00) Dollars on or before the first day of each and every month from the date hereof, commencing on the first day of March, 19. 55, and continuing until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payments of the aforesaid principal sum, or in any other way Mortgagee may elect.

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

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

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

do hereby grant and convey unto the said FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS, its successors and assigns in fee simple; ALL those two lots or parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County, Maryland, and described as follows: BEING Lots Numbers Three (3) and Four (4), in Block "B", of Mimosa Cove, as shown on a Plat recorded in Anne Arundel County in Plat Book 21, Page 9, (formerly Cabinet 3, Rod F-4, Plat No. 9). Said lots having a frontage on Joe Road of fifty (50) feet each, with an uniform depth therefrom of ninety-five (95) feet, more or less, to the boundary of Lots 18 and 19, as shown on said plat. BEING the same property which was conveyed to the Mortgagors herein by ~~Baxter S. John and Helen M. John, his wife,~~ **FILED** by deed of even date herewith and intended to be recorded among the **1956 SEP 29 PM 2:29** and Records of Anne Arundel County immediately prior to these presents.

LIBER 100 PAGE 233

LIBER 901 PAGE 384

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

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

LIBER 100 PAGE 234

LIBER 901 PAGE 385

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

And the said Mortgagors, for themselves, their heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm and all hazards for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien therein, and to deliver the policy and all renewal receipts to the

Mortgagee, its successors or assigns; and in case of failure of the Mortgagors, their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added

to the principal debt named herein and bear interest at the rate of 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 or repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of

the Mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same

be encumbered by the Mortgagors, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing 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 six per cent. ( 6% ) interest for ninety (90) days beyond the date of payment on the amount paid off before maturity, provided the amount prepaid exceeds twenty per cent. of original amount of loan. It is agreed and understood by the Mortgagor herein that this loan is made subject to all the provisions of the charter, by-laws and proper resolutions of the Board of Directors of the FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS.

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

AND it shall be lawful for the said Mortgagee, its successors or assigns, or for GEORGE E. RULLMAN, its attorney or agent, at any time after default in any of the covenants or conditions of this mortgage, to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his, her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Anne Arundel County, and such other notice as by said Mortgagee may be deemed expedient; and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows: first, to the payment of all expenses incident thereto, including a fee of \$50.00 and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similar property by virtue of a decree of a Court of equity jurisdiction in the State of Maryland; secondly to the payment of all claims of the Mortgagee, its successors and assigns, under this mortgage

whether or not the same shall have then matured; and the surplus shall be paid to the Mortgagors, their heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

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

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

WITNESS the hands and seal of the said Mortgagors.

Witness:

Barbara Ann Schwartz  
Barbara Ann Schwartz

Edwin F. Cummings (SEAL)  
Edwin F. Cummings

Kitty Cummings (SEAL)  
Kitty Cummings

(SEAL)

LIBER 901 PAGE 386

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit

I HEREBY CERTIFY that on this 4th day of February, 1955, before me the subscriber, a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared Edwin F. Cummings and Kitty Cummings, his wife

the Mortgagors named in the foregoing Mortgage, and acknowledged the foregoing Mortgage to be their act. At the same time also appeared T. Roland Brown, President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.



Barbara Ann Schwartz, Notary Public.

Recorded-7th-Feb.-1955-at-3-P.M.

Purchase Money MORTGAGE FROM

EDWIN F. CUMMINGS and

KITTY CUMMINGS, his wife

TO FIRST FEDERAL SAVINGS and LOAN ASSOCIATION OF ANNAPOLIS

Received for Record 7 Feb, 1955 at 2 o'clock P.M. Same day recorded in Liber 901 No. 901 Folio 383, etc., one of the Land Records of A.A. County, and examined, per JOHN H. HOPKINS, 2nd Clerk.

Cost of Record, \$ 5.00

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

IN THE MATTER OF THE SALE OF	:	EQUITY NO. 11,877
THE MORTGAGED REAL ESTATE OF	:	IN THE CIRCUIT COURT
EDWIN F. CUMMINGS and	:	FOR
KITTY CUMMINGS, his wife	:	ANNE ARUNDEL COUNTY

...

STATEMENT OF MORTGAGE DEBT

TO Balance due on Principal . . . . .	\$10,689.54
TO Interest to October 1st. . . . .	<u>107.16</u>
TOTAL . . . . .	\$10,796.70

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

I hereby certify that on this 24<sup>th</sup> day of September, 1956 before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Iola P. Anderson, Secretary-Treasurer of First Federal Savings and Loan Association of Annapolis, and made oath in due form of law that the above statement is correct to the best of her knowledge and belief.

Witness my hand and Notarial Seal.



Barbara Ann Jones  
Notary Public

FILED

1956 SEP 24 PM 2:29

IN THE MATTER OF THE SALE OF : EQUITY NO. 11,877  
THE MORTGAGED REAL ESTATE OF : IN THE CIRCUIT COURT  
EDWIN F. CUMMINGS and : FOR  
KITTY CUMMINGS, his wife : ANNE ARUNDEL COUNTY

...

AFFIDAVIT

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

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

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

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

George E. Rullman  
Attorney and Agent - Affiant

SUBSCRIBED and SWORN TO before me this 24<sup>th</sup> day of September,

Barbara Ann Jones  
Notary Public



**FILED**  
1956 SEP 24 PM 2:29  
1956 SEP 24 PM 2:29

Equity 11877

MORTGAGEES OR ATTORNEYS BOND.

LIBER 100 PAGE 238

No. 11,877 Equity

KNOW ALL MEN BY THESE PRESENTS, THAT we, George E. Rullman of Annapolis, Anne Arundel County, State of Maryland

as principal and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Twelve Thousand and 00/100 Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this Twenty-seventh day of September, in the year of our Lord Nineteen Hundred and Fifty-six

WHEREAS, the above bounden George E. Rullman

by virtue of the power contained in a mortgage from Edwin F. Cummings and Kitty Cummings, his wife to First Federal Savings & Loan Ass'n of Annapolis bearing date the Fourth day of February, Nineteen Hundred and Fifty-six and recorded among the Land records of Anne Arundel County in Liber J.H.H. No. 901 Folio 383 and

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden George E. Rullman

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

IN TESTIMONY WHEREOF, the above bounden George E. Rullman

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

Signed, Sealed and Delivered in the Presence of

Gloria V. Kellenbenz  
Gloria V. Kellenbenz

George E. Rullman [SEAL]  
George E. Rullman

[SEAL]

As to Surety

Gloria V. Kellenbenz

NATIONAL SURETY CORPORATION  
By Estelle M. Fiedler  
Estelle M. Fiedler Attorney in fact  
Attorney in fact

FILED  
1956 OCT -2 AM 10:12

Bond approved this 2nd day of  
October 1956  
George J. Hornum, Clerk

# PUBLIC SALE

OF VALUABLE

## Residence Property

SITUATE, LYING AND BEING IN THE SEVENTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, LOCATED AT MIMOSA COVE, IMPROVED BY A BLOCK AND FRAME DWELLING CONTAINING SIX ROOMS AND BATH

UNDER and by virtue of the power of sale contained in a mortgage from Edwin F. Cummings and Kitty Cummings, his wife, dated February 4, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 901, folio 383, the undersigned attorney named in said mortgage is to make sale of property therein described, default having occurred thereunder, will offer for public sale at auction at the Court House Door, in the City of Annapolis, Maryland, on

### Tuesday, October 23rd, 1956

at 11:00 o'clock a. m.

the following described property, namely

ALL those two lots or parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County, Maryland, and described as follows:

BEING Lots Nos. 3 and 4 in Block "B" of Minosa Cove, as shown on a Plat recorded in Anne Arundel County in Plat Book 21, Page 9. Said lots having a frontage on Joe Road of 50 feet each, with a uniform depth therefrom of 95 feet, more or less, to the boundary of Lots 18 and 19, as shown on said plat.

BEING the same property which was conveyed to the said Edwin F. Cummings and Kitty Cummings, his wife, by Baxter S. John and Helen M. John, his wife, by deed dated February 4, 1955, and recorded among the Land Records aforesaid in Liber J.H.H. 901, folio 381.

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

GEORGE E. RULLMAN,

Attorney Named in Mortgage,

Lee Building, Annapolis, Maryland

FILED

1956 OCT 23 PM 2:38

I hereby certify that I have this twenty-third day of October 1956, purchased the property described on the within handbill from George E. Rullman, Attorney named in Mortgage, at and for the sum of \$10,500.00, and I hereby agree to comply with the terms of sale, as set forth on the reverse side hereof.

Carolyn Whittaker  
Witness - Carolyn Whittaker

John M. Thomas (SEAL)  
Purchaser - John M. Thomas, V. Pres.  
First Federal Savings & Loan Assoc.  
of Annapolis

I hereby certify that I have this Twenty-third day of October 1956, sold the property described on the within handbill to First Federal Savings & Loan Association of Annapolis at and for the sum of \$10,500.00, he being then and there the highest bidder therefor; and I further certify that the sale was fairly made.

G. W. Scible  
Auctioneer - G. W. Scible

FILED

1956 OCT 23 PM 2:38

0

IN THE MATTER OF THE SALE OF                    :                    EQUITY NO. 11,87~~8~~<sup>7</sup>  
 THE MORTGAGED REAL ESTATE OF                :                    IN THE CIRCUIT COURT  
 EDWIN F. CUMMINGS and                        :                    FOR  
 KITTY CUMMINGS, his wife                    :                    ANNE ARUNDEL COUNTY

....

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

That under and by virtue of the power of sale contained in a mortgage from Edwin F. Cummings and Kitty Cummings, his wife, dated February 4, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 901, folio 383, to make sale of the property therein described, in case of default, and default having occurred thereunder, the said George E. Rullman, Attorney as aforesaid, after having given bond with approved security, and after having given due notice of the time, place, manner and terms of sale by advertisement published in the Evening Capital, a daily newspaper published in Anne Arundel County, and by handbills distributed about the vicinity of the property and elsewhere, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage described for sale by public auction at the Court House Door, in the City of Annapolis, Maryland, on Tuesday, October 23, 1956, at eleven o'clock a.m., and then and there sold the property to First Federal Savings and Loan Association of Annapolis, at and for the sum of Ten Thousand Five Hundred (\$10,500.00) Dollars, it then and there being the highest bidder therefor, which property is as follows:-

ALL those two lots or parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County, Maryland, and described as follows:

BEING Lots Nos. 3 and 4 in Block "B" of Mimosa Cove, as shown on a Plat recorded in Anne Arundel County in Plat Book 21, Page 9. Said lots having a frontage on Joe Road of 50 feet each, with a uniform

1956 OCT 23 PM 2:38  
 FILED

depth therefrom of 95 feet, more or less, to the boundary of Lots 18 and 19, as shown on said plat.

BEING the same property which was conveyed to the said Edwin F. Cummings and Kitty Cummings, his wife, by Baxter S. John and Helen M. John, his wife, by deed dated February 4, 1955 and recorded among the Land Records aforesaid in Liber J.H.H. 901, folio 381.

Said property being improved by a block and frame dwelling containing six rooms and bath.

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

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

Respectfully submitted,

George E. Rullman  
George E. Rullman  
Attorney named in Mortgage

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

I hereby certify that on this 23rd day of October, 1955, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George E. Rullman, Attorney as aforesaid, and made oath in due form of law that the matters and facts stated in the foregoing Report of Sale are true as therein set forth and that the sale was fairly made.

Witness my hand and Notarial Seal.

Barbara Ann Jones  
Barbara Ann Jones Notary Public



IN THE MATTER OF THE SALE OF THE  
MORTGAGED REAL ESTATE OF

~~XXXXX~~

EDWIN F. CUMMINGS and  
KITTY CUMMINGS, his wife

IN THE  
CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,877 Equity

Ordered, this 23rd day of October, 1956, That the sale of the property in these proceedings mentioned made and reported by GEORGE E. RULLMAN, Attorney Named in Mortgage ~~Trustee~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 26th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26th day of November next.

was

The report states that the amount of sales ~~was~~ \$ 10,500.00

Filed Oct. 23, 1956  
2:38 P.M.  
True Copy.

*George T. Cromwell* Clerk.

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE SALE OF THE  
MORTGAGED REAL ESTATE OF

~~XXXXX~~

EDWIN F. CUMMINGS and  
KITTY CUMMINGS, his wife

IN THE  
CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 27th day of November, 1956, that the sale made and reported by the ~~Trustee~~ <sup>Attorney</sup> aforesaid, be and the same is hereby ~~is~~ <sup>finally</sup> 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~~ <sup>Attorney</sup> allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

FILED

1956 NOV 27 PM 3:44

*Benjamin Michaelson*  
A-G.

# 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. 11,877 Equity

In The Matter Of The Sale Of The  
Mortgaged Real Estate Of EDWIN F.  
CUMMINGS AND KITTY CUM-  
MINGS, his wife.

Ordered, this 23rd day of October,  
1956. That the sale of the property in  
those proceedings mentioned made and  
reported by GEORGE E. BULLMAN,  
Attorney Named In Mortgage BE RATI-  
FIED AND CONFIRMED, unless cause  
to the contrary thereof be shown on or  
before the 26th day of November next.  
Provided, a copy of this Order be in-  
serted in some newspaper published in  
Anne Arundel County, once in each  
of three successive weeks before the  
20th day of November next.

The report states that the amount  
of sale was \$10,000.00.

GEORGE T. CROMWELL, Clerk.

True Copy: TEST:

GEORGE T. CROMWELL, Clerk.

N-16

## CERTIFICATE OF PUBLICATION

Annapolis, Md., November 23, 1956

We hereby certify, that the annexed

Order Nisi Sale  
Eq. 11,877

Edwin F. Cummings

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 26th

day of November, 1956. The first

insertion being made the 25th day of

October, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By D. Tilghman

**FILED**

No. E.C. 8878  
1956 NOV 27 AM 10:42

14



Dr.

in ac.

In the Matter of the Sale of the Mortgaged Real Estate of  
Edwin F. Cummings and Kitty Cummings, his wife

To Attorney for Fee, viz:	50 00	
To Attorney for Commissions, viz:	345 00	395 00
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10 00	
Clerk of Court - Court costs	28 00	
Auditor - stating this account	13 50	51 50
To Attorney for Expenses, viz:		
Capital-Gazette Press - advertising sale	31 89	
Capital-Gazette Press - order nisi (sale)	8 00	
Capital-Gazette Press - order nisi (acct)	6 00	
Speer Publications, Inc. - handbills	9 69	
National Surety Corp. - bond premium	48 00	
George W. Scible - auctioneer's fee	25 00	
One-half Federal documentary stamps	5 78	
One-half State documentary stamps	5 77	
Barbara Ann Jones - notary fees	1 50	141 63
To First Federal Savings & Loan Ass'n of Annapolis, mortgagee - this balance on account mortgage claim	9,930 98	9,930 98
		10,519 11
Amount of mortgage claim filed	10,796 70	
Cr. Amount allowed above	9,930 98	
Balance subject to decree in personam	865 72	



CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

In the Matter of the Sale of  
the Mortgaged Real Estate

VERSUS  
of  
Edwin F. Cummings

and

Kitty Cummings, his wife

No. 11,877

Equity.

ORDERED, This 17th 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 21st 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 21st day of January next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 23rd day of January, 1957, that the foregoing 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 same apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Matthew S. Evans  
Judge

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. 11,877 Equity

In The Matter Of The Sale Of The Mortgaged Real Estate Of EDWIN F. CUMMINGS And KITTY CUMMINGS, His Wife.

Ordered, this 17th 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 21st 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 21st day of January next.

GEORGE T. CROMWELL, Clerk.  
True Copy, TEST:  
GEORGE T. CROMWELL, Clerk.  
D-31

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 15, 1957

We hereby certify, that the annexed Order of Nisi, Eq. 11, 877 Auditor Account

Edwin F. Cummings

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 21st

day of January, 1956. The first insertion being made the 18th day of December, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. E.C. 937 8-22 AM 9:55 1957 JAN 22

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

EQUITY NO. 11,569

FRANKIE WILSON & SONS, INC.,

Complainant

Vs.

MARY F. DUVALL, et als.,

Respondents.

Petition for Amended Order of Publication

To The Honorable, The Judges of Said Court:

The petition of Complainant, by Frankie Wilson, its Solicitor, respectfully shows:

1. That, through inadvertance, the Order of Publication in the above entitled cause, did not include Certificate 1177, James Zahradka, 148 North Lakewood Avenue, Baltimore, Maryland, his heirs and assigns, and the Guaranty Trust Company of Roanoke, Virginia, its successors and assigns, and all persons, if living, their heirs, successors and assigns, having or claiming to have any interest in lots 33 and 34, Block 20, as shown on Plat B of Roland Terrace, Fifth Election District of Anne Arundel County, Maryland.

And as in duty bound, etc.

*Frankie Wilson*  
Frankie Wilson, Solicitor for  
Complainant.

ORDER OF COURT

UPON the foregoing petition, it is hereby ordered by the Circuit Court for Anne Arundel County, in Equity, this 9<sup>th</sup> day of October, 1956, that the Complainant in the above entitled cause be, and it is hereby, authorized to file an amended Order of Publication, naming James Zahradka and the Guaranty Trust Company of Roanoke, Virginia, as party Respondents, and describing lots 33 and 34, Block 20, as shown on plat B of Roland Terrace, 5th Election District of Anne Arundel County, Maryland.

**FILED**

1956 OCT -9 PM 3:48  
1956 OCT -9 PM 3:48

*Benjamin M. ...*  
Judge

1956 OCT -9 PM 12:48  
**FILED**

53

LIBER 100 PAGE 250  
IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY,  
EQUITY No. 11,569

Frankie Wilson & Sons, Inc.,  
Complainant

vs.

Mary F. Duvall, et als.,

and  
Certificate 1177,  
James Zahradka,  
148 North Lakewood Avenue,  
Baltimore, Maryland,  
His heirs and assigns,  
Guaranty Trust Company of Roanoke,  
Virginia, its successors and assigns,

And all persons, if living, their  
heirs and assigns, having or claiming  
to have any interest in

Lots 33 and 34, Block 20; as shown on  
Plat B of Roland Terrace, 5th Election  
District Anne Arundel County, Maryland.

AMENDED ORDER OF PUBLICATION

The object and purpose of these proceedings is to secure the fore-  
closure of all rights of redemption of the Respondents in and to  
the following described property, located in the Fifth Election  
District of Anne Arundel County, Maryland:

Certificate No. 1177 - Lots 33 and 34, Block 20, as shown on Plat  
B of Roland Terrace, filed among the Plat Records of Anne Arundel  
County in Plat Book 2, folio 21.

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 9 day of October, 1956, by the  
Circuit Court for Anne Arundel County, in Equity, ordered that  
notice by publication be given by insertion of a copy of this  
Order in some newspaper having a general circulation in Anne  
Arundel County, once a week for four consecutive weeks, warning  
all persons interested in said property to be and appear in this  
Court by the 19 day of *December*, 1956, and redeem the property  
and answer the Bill, or thereupon a final decree will be rendered,  
foreclosing all rights of redemption in the property, and vest in  
the complainant a title free and clear of all encumbrances.

*George T. Cronwell, Clerk.*

FILED  
1956 OCT -9 PM 4:51

5

IN THE  
CIRCUIT COURT FOR  
ANNE ARUNDE  
COUNTY,  
EQUITY No. 11,569

FRANKIE WILSON & SONS, INC.,  
Complainant

Vs.  
MARY F. DUVALL, et als.

and  
Certificate 1177, James Zahradka, 148  
North Lakewood Avenue, Baltimore,  
Maryland, His heirs and assigns,  
Guaranty Trust Company of Roanoke,  
Virginia, its successors and assigns,

And all persons, if living, their heirs  
and assigns, having or claiming to  
have any interest in

Lots 33 and 34, Block 20, as shown on  
Plat B of Roland Terrace, 5th Elec-  
tion District, Anne Arundel County,  
Maryland.

**Amended  
Order Of  
Publication**

The object and purpose of these pro-  
ceedings is to secure the foreclosure of  
all rights of redemption of the Re-  
spondents in and to the following de-  
scribed property, located in the Fifth  
Election District of Anne Arundel  
County, Maryland:

Certificate No. 1177—Lots 33 and 34,  
Block 20, as shown on Plat B of Roland  
Terrace, filed among the Plat Records  
of Anne Arundel County in Plat Book  
2, folio 21.

The Bill states, among other things,  
that the amounts necessary for redemp-  
tion have not been paid, although more  
than a year and a day from the date of  
sale has expired.

IT IS, THEREUPON, this 9th day of  
October, 1956, by the Circuit Court for  
Anne Arundel County, in Equity, order-  
ed that notice by publication be given  
by insertion of a copy of this Order in  
some newspaper having a general cir-  
culation in Anne Arundel County, once  
a week for four consecutive weeks,  
warning all persons interested in said  
property to be and appear in this  
Court by the 19th day of December,  
1956, and redeem the property and  
answer the Bill, or thereupon a final  
decree will be rendered, foreclosing all  
rights of redemption in the property,  
and vest in the complainant a title free  
and clear of all encumbrances.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

N-8

LIBER 100 PAGE 251 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

*Amended Order of  
Publication*

*Eq. 11,569*

*Mary F. Duvall*

was published in

**Maryland Gazette**

a newspaper published in the City of Annapolis, Anne Arundel  
County, Maryland, once a week for *4*

successive weeks before the *19th*

day of *December*, 19*56*. The first

insertion being made the *18th* day of

*October*, 19*56*.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

NOV 28 AM 9:26

By *H. Tilghman*

55

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

EQUITY NO. 11,569

FRANKIE WILSON & SONS, INC.,

Complainant

Vs.

MARY F. DUVALL, et als.,

Respondents

Petition for Decree Pro Confesso

To The Honorable, The Judge of Said Court:

1. It appearing from the proceedings in this cause that a Petition to Amend the Order of Publication was filed on the ninth day of October, 1956, and an Order of Court issued thereon to re-advertise in some newspaper having a general circulation in Anne Arundel County, as to James Zahradka, his heirs and assigns, and the Guaranty Trust Company of Roanoke, Virginia, its successors and assigns, and all persons having or claiming to have an interest in Lots 33 and 34, Block 20, as shown on Plat B of Roland Terrace in Plat Book 2, Folio 21, which by reference to the Certificate of Publication attached hereto will more fully appear.

2. That neither of said defendants ~~has~~ 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 said Certificate of Publication.

It is therefore this 20<sup>th</sup> day of December, 1956, by the Circuit Court of Anne Arundel County, in Equity, adjudged, ordered and decreed that the said Bill of Complaint be, and the same is, hereby taken as Decree Pro Confesso against James Zahradka, 148 North Lakewood Avenue, Baltimore, Maryland, his heirs and assigns, and the Guaranty Trust Company of Roanoke, Virginia, its successors and assigns, and all persons having or claiming to have any interest in Lots 33 and 34, Block 20, as shown on Plat B of Roland Terrace, Fifth Election District, Anne Arundel County, Maryland.

FILED

1956 DEC 20 PM 12:37

Benjamin Michaelson  
Judge

56

EQUITY NO. 11,569

FRANKIE WILSON & SONS, INC.,

Complainant

VS

MARY F. DUVALL, et als.,

Respondents

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 Section 69 to 121 of Article 81 of the Annotated Code of Maryland, 1951 Edition:

It is thereupon this *1st* day of *February*, 1957, by the Circuit Court for Anne Arundel County, in Equity, adjudged, Ordered and Decreed:

1. That all rights of redemption of the defendants

James Zahradka  
and

Guaranty Trust Company of Roanoke, Virginia

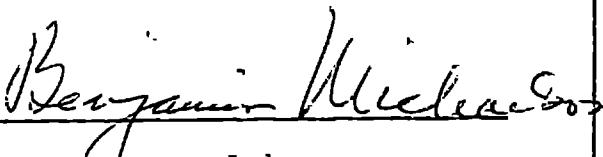
or anyone claiming by, through, or under them, in and to Lots 33 and 34, Block 20, as shown on Plat B of Roland Terrace as having been sold by the Treasurer of Anne Arundel County to the County Commissioners of Anne Arundel County for the non-payment of taxes and being assigned to the plaintiff, be, and the same, are hereby barred and foreclosed.

2. That an absolute and indefeasible title, in fee simple, to said lots, free and clear of all alienations and descents occurring prior to this Decree, as well as all encumbrances thereon (except taxes accruing subsequent to date of said tax sale and the public assessments to which the same are subject) are hereby vested in the plaintiff.

3. That upon payment to the Treasurer of the taxes, interest and penalties thereon, if any, according to the date of sale, the Treasurer of Anne Arundel County shall execute a deed conveying the said lots to the plaintiff.

4. That the plaintiff shall pay the cost of this proceeding.

5. That the Clerk of this Court issue a certified copy of this Decree to be served on the Treasurer of Anne Arundel County.

  
Judge

57  
(Page Two)

FILED

1957 FEB -2 AM 11:06

MARGARET ANN WILLIAMS, widow	:	No. 11,400 Equity
MARGARET WILLIAMS SWIGART, and	:	
ORAL RAYMOND SWIGART, her husband	:	In the
WILLIAM THOMAS WILLIAMS, and	:	
DORIS D. WILLIAMS, his wife	:	Circuit Court
BETH S. WILLIAMS, widow, mother	:	
and Next of Friend of	:	for
RONALD THOMAS WILLIAMS, infant	:	Anne Arundel
	:	
Complainants	:	County
	:	
vs.	:	
	:	
RONALD THOMAS WILLIAMS, infant	:	
804 Parkwood Avenue	:	
Eastport, Maryland	:	
	:	
Respondent	:	
	:	

BILL OF COMPLAINT

The Bill of Complaint of Margaret Ann Williams, widow; Margaret Williams Swigart, and Oral Raymond Swigart, her husband; William Thomas Williams, and Doris D. Williams, his wife; and Beth S. Williams, mother and Next of Friend of Respondent, by George E. Rullman and William E. Kirk, their solicitors, respectfully states:

1. That by deed dated April 24, 1924, and recorded among the Land Records of Anne Arundel County in Liber W.M.W. 87, Folio 263, The Rector, Wardens, and Vestry of St. Annes' Parish in Anne Arundel County conveyed all that tract of land now known as Lot No. 37 as shown on the Plat of Eastport found among the Land Records of Anne Arundel County in Plat Book 11, Folio 31, to William Thomas Williams, et al, as will more fully appear by reference to a certified copy of the aforesaid deed attached hereto marked "Complainants' Exhibit A" and prayed to be taken as a part thereof.

2. That Thomas B. Williams, one of the Grantees in the aforesaid deed, died intestate in Anne Arundel County in May, 1954 seized and possessed of a one-third undivided interest in the aforementioned Lot No. 37; that the said Thomas B. Williams left as heirs Beth S. Williams, his wife, William Thomas Williams, his son by a former marriage, and a second son, Ronald Thomas Williams infant; and that the said infant owns a one-ninth interest in the above mentioned property.

*Filed 28 June, 1955.*

3. That the Complainants have entered into an agreement with Oscar E. Olsen, dated January 19, 1955, to purchase the aforementioned real estate at and for the sum of Seven Thousand Dollars (\$7000.00) which your petitioners are advised and therefore aver, is a fair and reasonable price for said property, and desire to exercise the agreement; and it would be for the best interests and advantage of both the Respondent and the Complainants that the aforesaid land be sold to Oscar E. Olsen. The Complainants file herewith a duly executed copy of the agreement marked "Complainants' Exhibit B" and pray that it be taken as a part hereof.

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 be ratified and confirmed by this Honorable Court and a Trustee be appointed for the purpose of consummating the same and transferring the interest of the said infant and the interests of the other parties to the Vendee.

(c) That the proceeds of the sale may be brought into Court for distribution under its order in accordance with the respective rights and interests of the parties hereto.

(d) That the Complainants may have such other and further relief as their case may require.

May it please your Honors to grant unto the Complainants a Writ of Subpoena directed to the said infant respondent and to such other person as has custody of the said infant respondent directing him to be and appear in this Honorable Court on some certain day to be named therein to answer these presents and to abide by such other and further orders and decrees as this Court may ask in this cause.

Respectfully submitted,

*Margaret Ann Williams*  
Margaret Ann Williams

Margaret Williams Swigart  
Margaret Williams Swigart

Oral Raymond Swigart  
Oral Raymond Swigart

William Thomas Williams  
William Thomas Williams

Doris D. Williams  
Doris D. Williams

Beth S. Williams  
Beth S. Williams

George E. Rullman

George E. Rullman  
Lee Building  
Church Circle  
Annapolis, Md.

William E. Kirk

William E. Kirk  
Towns-Worth Building  
South Street  
Annapolis, Md.

Solicitors for Complainants

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 18<sup>th</sup> day of June, 1955, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Margaret Ann Williams, widow; William Thomas Williams, and Doris D. Williams, his wife; and Beth S. Williams, widow, and they did make oath in due form of law that the matters alleged in the foregoing Bill of Complaint are true to the best of their knowledge and belief.

WITNESS my hand and Notarial seal.

William M. Tompkins  
Notary Public  
William M. Tompkins

STATE OF PENNSYLVANIA, Centre COUNTY, TO WIT:

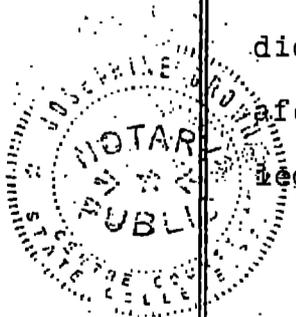
I HEREBY CERTIFY that on this 16<sup>th</sup> day of June, 1955, before the subscriber, a Notary Public of the State of Pennsylvania in and for the County aforesaid, personally appeared Margaret Williams Swigart, and Oral Raymond Swigart, her husband, and they did make oath in due form of law that the matters alleged in the foregoing Bill of Complaint are true to the best of their knowledge and belief.

WITNESS my hand and Notarial seal.

Josephine Brown  
Notary Public

Josephine Brown

My Commission Expires Sept. 8, 1957



(\$3.00 Rev. Stamp)

This Deed Made this 24th day of April, 1924, by and between the Rector, Wardens and Vestry of St. Anne's Parish in Anne Arundel County, Maryland, of the first part, hereinafter called "Grantors", and William T. Williams and Margaret Ann Williams, his wife, Margaret Williams Swigart and Thomas B. Williams, also of said County and State, of the second part, hereinafter called "Grantees\_ .

Whereas, at a meeting of the above named Grantors, duly held on March 23, 1924, it was by them decided to sell the property hereinafter described:

Now, Therefore, This Deed Witnesseth, That in consideration of the sum of Five Dollars (\$5.00) and other good and valuable considerations, the receipt whereof in full is hereby acknowledged, the said Grantors do hereby grant and convey unto the said Grantees, their heirs and assigns, in fee simple, all that lot or parcel of ground located on the west corner of Chesapeake Avenue and Third Street, in the Village of Eastport, Second Election District of Anne Arundel County, Maryland, said lot being designated as No. 37 on the plat of Horn Point made by John Duvall, Surveyor, on September 30, 1868, and being described as follows.

Beginning for the same at the west corner of Chesapeake Avenue and Third Street, and running thence with the northwest side of Chesapeake Avenue in a southwest direction for the distance of eighty two (82) feet six (6) inches, thence at right angles to Chesapeake Avenue and in a northwest direction for the distance of one hundred and sixty four (164) feet, thence at right angles and in a northeast direction for the distance of eighty two (82) feet six (6) inches to the southwest side of Third Street, thence with the southwest side of Third Street in a southeast direction for the distance of one hundred and sixty four (164) feet to the place of beginning.

Being the same property which was conveyed unto the above named Grantors by Edward D. Johnson and Elise B. Johnson, his wife, by deed

11.400 Eq. Williams vld.  
EXAMINER'S EXH. 2

1

"Complainants' Exhibit A"

Re-filed 14 Sept, 1955

Filed 28 June, 1955

E/Cawson  
Examiner

dated July 12, 1923, and recorded among the Land Records of Anne Arundel County just ahead of these presents.

Together with the buildings and improvements thereon and all of the rights and appurtenances thereto belonging or in anywise appertaining.

To Have and To Hold the above described property unto the said Grantees, their heirs and assigns, in fee simple.

And the said Grantors do hereby covenant that they will warrant specially the title to the property hereby conveyed, and that they will execute such other or further assurances of the same as may be requisite.

And the said Grantors do hereby constitute and appoint Samuel Brooke Jr. Registrar of St. Anne's Parish, as their agent and Attorney in Fact to duly acknowledge this deed as their corporate act and to affix hereto the corporate seal.

In Testimony Whereof, the said Grantors have hereunto subscribed their names and affixed their seals on the day and year first above written.

Attest

Samuel Brooke  
Registrar

The Rector, Wardens and Vestry of St.  
Anne's Parish in Anne Arundel County,  
Maryland.

(CORPORATE SEAL)

- Edward D. Johnson (Seal)  
Rector
- Nevett Steele (Seal)
- John M. Green (Seal)  
Jr. Wardens
- Thomas Fell (Seal)
- Henry C. Campbell (Seal)
- Frank A. Munroe (Seal)
- W. Meade Holladay (Seal)
- Wm L. Marcy (Seal)
- Eugene W. Iglehart (Seal)
- Rudolph Kaiser (Seal)
- L. D. Gassaway (Seal)

State of Maryland, Anne Arundel County to wit

I hereby certify that on this 24th day of April, 1924, before the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Samuel Brooke Jr. Registrar of St. Anne's Parish, and by virtue of the authority hereinbefore conferred upon him, duly acknowledged the foregoing deed to be the corporate act of the above named Grantors and at the same time before me also personally appeared Edward D. Johnson, Rector, Nevett Steele and John M. Green, Wardens, and Thomas Fell, L. Dorsey Gassaway, Eugene W. Iglehart, W. Meade Holladay, Frank A. Munroe, Rudolph Kaiser, Henry C. Campbell and William L. Marcy, Vestrymen and severally acknowledged the foregoing deed to be their respective act.

Witness my hand and seal Notarial.

(Notary Seal)

Laura R. Jickling  
Notary Public

Recorded April 29th, 1924 - 9 A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT.,

I HEREBY CERTIFY, that the foregoing Deed is truly taken and copied from Liber W.N.W. 87, folio 263, 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 13th day of June, 1955.

John H. Hopkins, sed.  
Clerk

This Agreement, Made this 19th. Day of January  
1955, by and between Margaret Ann Williams, et al

of the first part, hereinafter called Seller, and Oscar E. Olsen  
of the second part, hereinafter called Buyer.

Witnesseth: That for and in consideration of the premises and the sum of money mentioned hereon, the said Seller does hereby bargain and sell unto the Buyer, and the Buyer does hereby purchase from the Seller—~~the following described property~~ the following described property situate and lying in Anne Arundel County, Maryland, and described as follows: Margaret Ann Williams Property, formerly a service station. Located on the southwest corner of Fourth (4th.) Street and its juncture with Chesapeake Avenue. 82'6" on Chesapeake Avenue and 164' on Fourth Street, Sixth District, Annapolis, Anne Arundel County, Maryland.

At and for the price of Seven Thousand & 00/100 (\$7,000.00) Dollars, of which  
Dollars having been

paid prior to the signing hereof and the balance of said purchase price to be paid as follows: Seven Thousand & 00/100 (\$7,000.00) in cash to be paid at the time of settlement. Settlement to be not later than thirty (30) days from date hereof. This sale contingent upon the buyers ability to secure a permit from the City of Annapolis for the operation of a machine shop and is contingent upon the location being within the proper zone for that purpose according to the established zoning regulations. Settlement shall be extended to thirty (30) days after title approval as herein stated by the buyers. Settlement to be held in the office of George E. Rullman, Attorney, Lee Building, Annapolis, Maryland, or before last settlement date, at two o'clock P.M. (E.S.T.).

AND upon payment as above of the unpaid purchase money, a Deed for the property shall be executed by the Seller at the Buyers expense, which shall convey the property by a good and merchantable title to the Buyer, free of all encumbrances, otherwise the above referred to deposit shall be refunded and this contract shall become null and void.

Taxes, insurance, rent, water rent, and all other assessments, public dues and charges shall be adjusted to the day of transfer, cost of United States documentary, and State recording stamps shall be borne equally between the Seller and the Buyer.

TIME is of the essence of this Agreement, and if the terms hereof are not complied with, the deposit above referred to shall be forfeited.

The Seller hereby agrees to pay to C. A. Remaley 5% Per Cent Broker's Commission and that the entire deposit hereinabove referred to shall be held by the Broker until settlement is made.

Title to be such as will be insurable by Commonwealth Title Company of Philadelphia at its rates free and clear as aforesaid.

WITNESSES:

*[Handwritten signatures of witnesses]*

*William Thomas Williams* (Seal)  
*William Thomas Williams*  
*Margaret Ann Williams* (Seal)  
*Margaret W. Sargent* (Seal)  
*Edith S. Williams* (Seal)  
*Oscar E. Olsen* (Seal)

11,400 Sq. ft. well known - 66.

EXAMINER'S EX-1  
E/C

7 Re-filed "Complainants' Exhibit B" 14 Sept. 1955. Filed 30 June, 1955.

MARGARET ANN WILLIAMS, widow	:	No. 11,400 Equity
MARGARET WILLIAMS SWIGART, and	:	
ORAL RAYMOND SWIGART, her husband	:	IN THE
WILLIAM THOMAS WILLIAMS, and	:	
DORIS D. WILLIAMS, his wife	:	CIRCUIT COURT
BETH S. WILLIAMS, widow, mother	:	
and Next of Friend of	:	FOR
RONALD THOMAS WILLIAMS, infant	:	ANNE ARUNDEL COUNTY
Complainants	:	

vs.

RONALD THOMAS WILLIAMS, infant	:
804 Parkwood Avenue	:
Eastport, Maryland	:
Respondent	:

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM  
AND ORDER THEREON

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Margaret Ann Williams, et al, by George E. Rullman and William E. Kirk, their solicitors, respectfully represents:

1. That the infant respondent has been duly summoned.
2. That said infant respondent has no legal guardian.

Wherefore the petitioners pray this Honorable Court to appoint a Guardian as litem to appear and answer for said infant respondent, and suggests that William W. Townshend, Jr., who has no interest whatsoever in this case, be appointed Guardian ad litem.

Respectfully submitted,

*William E. Kirk*  
\_\_\_\_\_  
William E. Kirk  
Solicitor for Complainants

*Filed 26 July, 1955.*

O R D E R

Upon the foregoing petition it is ORDERED this 26<sup>th</sup> day of *July*, 1955, by the Circuit Court for Anne Arundel County in Equity, that *William W. Townsend Jr.* be, and he is hereby, appointed Guardian ad litem for the Respondent, Ronald Thomas Williams, infant, and he is hereby directed to appear and file his answer in behalf of said infant.

*Benjamin H. Michaelson*  
\_\_\_\_\_  
Judge

*Filed 26 July, 1955.*

MARGARET ANN WILLIAMS, et al : No. 11,400 Equity  
Complainants : IN THE  
vs : CIRCUIT COURT  
RONALD THOMAS WILLIAMS, infant : FOR  
Respondent : ANNE ARUNDEL COUNTY

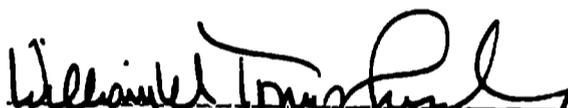
ANSWER OF RESPONDENT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of William W. Townshend, Jr., Guardian ad litem for the infant respondent in the above cause respectfully represents unto Your Honors,

This Respondent being an infant under 21 years of age can neither admit nor deny the allegation set forth in said Bill of Complaint, and therefore submits his rights to the protection of this Honorable Court.

As in duty bound,

  
William W. Townshend, Jr., Guardian ad litem of Ronald Thomas Williams, infant

*Filed 28 July, 1955.*

MARGARET ANN WILLIAMS, et al	:	No. 11,400 Equity
Complainants	:	IN THE
vs	:	CIRCUIT COURT
RONALD THOMAS WILLIAMS, infant	:	FOR
Respondent	:	ALICE ARUNDEL COUNTY

PETITION TO TAKE TESTIMONY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Complainants in this cause respectfully show unto Your Honors:

That they desire to take testimony before one of the standing examiners of this Court to support the allegations of the Bill of Complaint filed in this cause. The Petitioners therefore pray Your Honors to pass an Order granting leave to the parties to take testimony in this cause.

Respectfully submitted

*William E. Kirk*  
 \_\_\_\_\_  
 William E. Kirk  
 Solicitor for Complainants

*Filed 29 July, 1955.*

ORDER

Upon the foregoing Petition, it is this 29<sup>th</sup> day of July, 1955, ORDERED that the parties to this cause have leave to take testimony as prayed before anyone of the standing examiners of this Court.

*Benjamin H. ...*  
 \_\_\_\_\_  
 Judge

MARGARET ANN WILLIAMS, et al :

IN

vs. :

THE CIRCUIT COURT

FOR

RONALD THOMAS WILLIAMS, infant:

ANNE ARUNDEL COUNTY  
NO. 11,400 EQUITY

.....

TESTIMONY ON BEHALF OF THE PLAINTIFF

August 11, 1955

Present:

Mr. George E. Rullman, )

Solicitors for Complainants

Mr. William E. Kirk, )

Mr. Emanuel Klawans, Examiner

Mrs. Irene Hazel, Asst. Court Stenographer

Witnesses:

Fred E. Voges, pages 2 and 3

T. Carroll Worthington, pages 4 and 5

William Thomas Williams, pages 6,7,8

*Filed 14 Sept., 1955.*

Fred E. Voges, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Kirk)

1. State your name and address.

A. Fred E. Voges, 3 Church Circle, Annapolis, Maryland.

2. What is your occupation?

A. Real estate broker and appraiser.

3. In that capacity are you called upon to appraise real estate?

A. I am.

4. What experience have you had in appraising real estate in Anne Arundel County?

A. I have appraised real estate in Anne Arundel County for 22 years, for the Capital City Building Association, The First Federal Savings and Loan Association, for Anne Arundel County for State purposes, State Roads Commission, Maryland, and I have appraised for the Federal Government.

5. Are you familiar with real estate values in the City of Annapolis?

A. I am.

6. Have you had occasion to appraise the property located at Chesapeake Avenue and Fourth St., Annapolis?

A. I have.

7. Will you describe the property?

A. The property consist of a corner lot on the northwest corner of Fourth St. and Chesapeake Avenue in Eastport now part of the City of Annapolis. The property has a frontage of 82 feet 6 inches on Chesapeake Avenue and a depth of 164 feet on Fourth Street.

8. What improvements are there on this property?

A. The useable improvements consist of a concrete block building containing 2,364 square feet, one story, concrete building, formerly used as a filling station and garage. I might

say, this was formerly a very good corner location when the bridge from Annapolis came across at Fourth Street, but has depreciated very rapidly, commercially, due to the main volume of traffic going down Sixth Street.

9. What, in your opinion, is a fair market value of this property?

A. In my opinion, the present market value is \$6800.00.

10. In your opinion, can this property be divided in kind without any loss or injury to the parties?

A. No, I don't see any way it could be divided.

11. Would it be to the best interest and advantage of the infant in this case that the property be sold and the proceeds divided?

A. Yes.

12. Why?

A. Since it's not susceptible of division in kind between those in interest.

13. Mr. Voges, would you look at Complainants' Exhibit B, which is a contract of sale between Margaret Ann Williams, et al and Mr. Oscar E. Olsen, in the amount of \$7000.00, now, will you state if you believe the purchase price stated in that contract is a fair price for this property?

A. In my opinion, the purchase price stated in this contract is a fair price for the property at this time.

Mr. Kirk: I would like to re-file the contract of sale at this time.

(CONTRACT OF SALE RE-FILED HEREWITH MARKED EXAMINER'S EX.1)

(Mr. Klawans)

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

  
Fred E. Voges

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

(Mr. Kirk)

1. State your name and address.  
A. T. Carroll Worthington, Townsworth Building, Annapolis, Md.
2. What is your occupation?  
A. Realtor.
3. How long have you been engaged in that occupation?  
A. Since 1923.
4. In that capacity are you called upon to appraise real estate?  
A. I am.
5. Would you state your experience in appraising real estate values in Anne Arundel County?  
A. I have appraised real estate<sup>for</sup> the State Roads Commission, State of Maryland and Anne Arundel County Banks and Building and Loan Associations.
6. Are you familiar with real estate values in Eastport?  
A. I am.
7. Have you had occasion to appraise the property located on Chesapeake Avenue and Fourth Street, known as the Williams property?  
A. I made an appraisal of that property on August 1, 1955.
8. Will you describe that property?  
A. The property is situated on the northwest corner of Chesapeake Avenue and Fourth Street, Eastport, now in Annapolis. It has 82 feet and 6 inches frontage on Chesapeake Avenue and 164 feet depth on Fourth Street, it is improved by<sup>a</sup> one story concrete block building containing 2,364 square feet and was formerly a filling station and garage.
9. Is it vacant now?  
A. It was not vacant when we were there, there was a man there using just a part of it.

10. What is the state of repair of it?  
A. It has depreciated quite a bit since the traffic changed from Fourth Street to Sixth Street on account of the new bridge.
11. What is the condition of this property?  
A. It is in poor condition.
12. What, in your opinion, would be the fair market value of the property at this time?  
A. Sixty eight hundred dollars (\$6800.00).
13. In your opinion, can this property be divided in kind without loss or injury to the parties?  
A. No, in my opinion it could not be divided.
14. Do you think it would be to the best interest to the parties in this case to have it sold and the proceeds divided?  
A. In my opinion it would be.
15. Why?  
A. It cannot be divided in kind and the property has depreciated.
16. Mr. Worthington, will you look at Examiner's Exhibit No. 1, a contract of sale between Margaret Ann Williams, et al and Oscar E. Olsen, for the property in question, for the amount of \$7000.00, is that a fair and adequate price?  
A. I would say it is fair and adequate.

(Mr. Klawans)

To the General Question under the rule, the witness answers:

"No."

  
T. Carroll Worthington

-----

Mr. Kirk: We offer into evidence a certified copy of the deed dated April 24th, 1924, from the Rector, Wardens and Vestry of St. Anne's Parish in Anne Arundel County, Maryland, to William T. Williams and Margaret Ann Williams, his wife, et al, recorded among the Land

Records of Anne Arundel County in Liber W.N.W.87, folio 263.

(DEED RE-FILED MARKED EXAMINER'S EXHIBIT NO.2)

-----

William Thomas Williams, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Kirk)

1. Will you state your name and address?  
A. William Thomas Williams, 200 President Street, Annapolis, Maryland.
2. How old are you?  
A. 27.
3. How long have you been a resident of Anne Arundel County, Maryland?  
A. 27 years.
4. Are you familiar with the parties in this action?  
A. Yes.
5. Would you look at this deed in evidence, marked Examiner's Exhibit No.2 and would you tell what the relationship is between the parties of the deed and yourself?  
A. William T. Williams is dead, he was my grandfather; Margaret Ann Williams is living, she is my grandmother.
6. Could you tell us when William T. Williams, your grandfather, died?  
A. 1932 or 1933, I'm not sure.
7. What is your relationship to the other parties?  
A. Margaret Williams Swigart is my aunt and daughter of William T. Williams and Margaret Ann Williams. Thomas B. Williams is my father and he is dead. He was a son of William T. Williams and Margaret Ann Williams.
8. When did he die?  
A. May 18th, 1954.
9. Did William T. Williams leave a Will when he died?  
A. Yes, he left a Will.

10. And William T. Williams was survived by Margaret Ann Williams who is still living, is that correct?
- A. That's right.
11. And Thomas B. Williams is dead?
- A. That's right.
12. Did he leave a Will?
- A. No.
13. Was he survived by his wife?
- A. Yes.
14. Is she still living?
- A. Yes.
15. What is her name?
- A. Beth L. Williams.
16. And she is more than 21 years of age?
- A. That's right.
17. What children did Thomas B. Williams leave surviving him?
- A. Myself and a half brother.
18. What is your half brother's name?
- A. Ronald Williams.
19. Are both of you of full age?
- A. No.
20. Are you of full age?
- A. Yes sir.
21. How old is your brother?
- A. 12 years old.
22. Did Thomas B. Williams have any other children during his life time that predeceased him?
- A. Not as I know of.
23. Has his estate been administered in the Orphan's Court of Anne Arundel County?
- A. It's been taken care of.
24. Has Notice to Creditors been published?
- A. Yes.

25. What does the property, described in this deed, consist of?

A. It's on the corner of 4th Street and Chesapeake Avenue and has a service station and garage on it.

26. How large is the lot?

A. 82½ feet by 164 feet.

27. Are there any improvements on it?

A. Yes, the concrete building on it.

28. Could that lot and building be divided up in kind among the parties at interest?

A. It could not be divided because of the building.

29. Do you think it is to the best interest and advantage to your half brother and the other parties involved that it be sold and the proceeds divided?

A. Yes sir, because it's just setting there depreciating all the time.

30. I show you the Contract of Sale in evidence as Examiner's Exhibit No.1, do you think that is a fair price for the property and that this sale would be for the best interest of your half brother and the other parties involved?

A. Yes sir, I do.

31. You have signed that contract and as a lawful heir, do you request the Court to ratify that contract of sale so the sale can be made?

A. Yes.

(Mr. Klawans)

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

*William Thomas Williams*  
William Thomas Williams

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 14<sup>th</sup> day of September, 1955.

Emanuel Klawans (SEAL)  
Emanuel Klawans, Examiner

E.K. \$10.00

I.H. \$8.00

8/29/55  
H.

MARGARET ANN WILLIAMS, et al.	:	No. 11,400 Equity
	:	IN THE
vs	:	CIRCUIT COURT
	:	FOR
RONALD THOMAS WILLIAMS, infant	:	ANNE ARUNDEL COUNTY

---

DECREE OF COURT

This cause having been submitted for Decree, the proceedings herein were read and considered,

It is thereupon, this 26<sup>th</sup> day of September, 1955, ADJUDGED, ORDERED and DECREED that the contract, herein, for the sale of Lot No. 37 as shown on the Plat of Horn Point, Eastport, found among the Land Records of Anne Arundel County in Plat Book 11, Folio 31, and more fully described by the Deed filed in these proceedings and marked "Complainants Exhibit A", and also as set out in said contract of sale marked "Complainants Exhibit B", by and between the Complainants, Margaret Ann Williams, et al, and Oscar E. Olsen; be, and it is hereby, ratified and confirmed; and George E. Rullman and William E. Kirk, Attorneys, are hereby appointed Trustees to convey all the right, title and interest of the Complainants, Margaret Ann Williams, et al, and the infant Respondent, Ronald Thomas Williams, 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 Seven 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 all the parties to this proceeding, including the infant, Ronald Thomas

*Filed 26 Sept., 1955.*

Williams, in said property to the purchaser 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 Nicholas  
Judge

LIBER 100 PAGE 277  
**GLOBE**

✓  
No. 11,400 Equity



EXECUTIVE OFFICES: NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, George E. Rullman and William E. Kirk 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 Seven Thousand Dollars (\$7,000.00) \* \* \* \* \* 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 27<sup>th</sup> day of September, 1955.

WHEREAS, by Decree of the Circuit Court for Anne Arundel County in a cause entitled Margaret Ann Williams, et al, vs. Ronald Thomas Williams, Infant / dated September No. 11,400 Equity 26, 1955, George E. Rullman and William E. Kirk were appointed Trustees to make sale of the property described in said proceedings, and the said George E. Rullman and William E. Kirk are about to execute said power and make sale of the property described in said proceedings,

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said property, or to the proceeds thereof, then the obligation set forth above shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

WITNESS:

Margaret B. Hendrix  
Margaret B. Hendrix, as to all.

George E. Rullman (SEAL)  
George E. Rullman

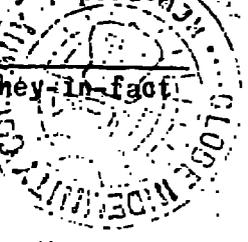
William E. Kirk (SEAL)  
William E. Kirk

PRINCIPALS  
GLOBE INDEMNITY COMPANY, a body corporate

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

Surety

Approved this 27 Sept, 1955  
George T. Cromwell, Clerk



MARGARET ANN WILLIAMS, et al. : No. 11,400 Equity  
vs : IN THE  
RONALD THOMAS WILLIAMS, infant : CIRCUIT COURT FOR  
: ANNE ARUNDEL COUNTY

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of George E. Rullman 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 Oscar E. Olsen the property mentioned in these proceedings at private sale for the sum of Seven Thousand Dollars (\$7,000.00) that is to say all that lot known and designated as Lot No. 37 as shown on the Plat of Horn Point, Eastport, found among the Land Records of Anne Arundel County in Plat Book 11, Folio 31, and described as follows:

Beginning for the same at the west corner of Chesapeake Avenue and Third Street (now Fourth Street) and running thence with the northwest side of Chesapeake Avenue in a southwest direction for the distance of eighty two (82) feet six (6) inches, thence at right angles to Chesapeake Avenue and in a northwest direction for the distance of one hundred and sixty four (164) feet, thence at right angles and in a northeast direction for the distance of eighty two (82) feet six (6) inches to the southwest side of Third Street (now Fourth Street), thence with the southwest side of Third Street (Fourth Street) in a southeast direction for the distance of one hundred and sixty four (164) feet to the place of beginning.

Being the same property which was conveyed unto William T. Williams, et al., by the Rector, Wardens and Vestry of St. Anne's Parish in Anne Arundel County, Maryland, by deed dated April 24, 1924 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 87, Folio 263.

That the purchaser has paid Seven Hundred Dollars (\$700.00) to the Trustees and agrees to the terms of the sale.

That the price obtained for the property is a fair and reasonable one and the ratification of the sale as made is recommended, and that the sale was fairly made.

*Filed 30 Sept., 1953.*

All of which is respectfully submitted,

George E. Rullman  
George E. Rullman

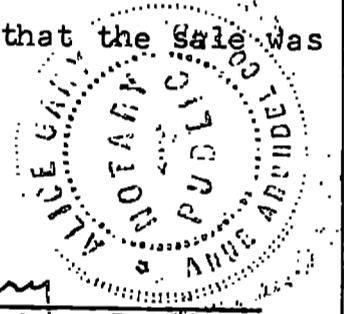
William E. Kirk  
William E. Kirk  
Trustees

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 30<sup>th</sup> day of September, 1955, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George E. Rullman and William E. Kirk, Trustees, and made oath in due form of law that the matter and things set forth in the foregoing report of sale are true as therein set forth and that the sale was fairly made.

WITNESS my hand and Notarial Seal.

Alice Gary  
Notary Public



Margaret Ann Williams,  
et al, etc.

versus

Ronald Thomas Williams,  
infant

IN THE  
CIRCUIT COURT

FOR  
ANNE ARUNDEL COUNTY

No. 11,400 Equity

Ordered, this 30 day of September, 1955, That the sale of the Real Estate in these Proceedings mentioned, made and reported by George E. Rullman and William E. Kirk, Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 4 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 4 day of November next.

The report states that the amount of sales ~~to be~~ <sup>was</sup> \$ 7,000.00.

*George E. Rullman*, Clerk.

True Copy.

TEST: Clerk.

(Final Order)

*Filed 30 Sept, 1955*

Margaret Ann Williams,  
et al, etc.

versus

Ronald Thomas Williams,  
infant

IN THE  
CIRCUIT COURT

FOR  
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 5<sup>th</sup> day of November, 1955, that the sale made and reported by the Trustees aforesaid, be and the same is hereby ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as they shall produce vouchers for the Auditor.

*Benjamin Michaelson*  
Judge

*Filed: 5 Nov. 1955*

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

IN THE CIRCUIT COURT  
FOR ANNE ARUNDEL COUNTY  
NO. 11,400 EQUITY

**Order Nisi**

MARGARET ANN WILLIAMS,  
et al. etc.

versus

RONALD THOMAS WILLIAMS,  
Infant.

Ordered, this 30th day of September, 1955. That the sale of the Real Estate in these Proceedings mentioned, made and reported by George E. Kullana and William E. Kirk, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 4th 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 4th day of November next.

The report states that the amount of sale was \$7,000.00.

GEORGE T. CROMWELL, Clerk,

True Copy. TEST:

GEORGE T. CROMWELL, Clerk.

o-22

**CERTIFICATE OF PUBLICATION**

Annapolis, Md., October 28, 1955

We hereby certify, that the annexed -----

Order Nisi, Eq. 11,400  
Sale

Ronald Thomas Williams

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 4th -----

day of November, 1955. The first

insertion being made the 1st ----- day of

October, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By J. Tilghman

Filed 1 Nov., 1955

No. E.C. 494

MARGARET ANN WILLIAMS, et al.	:	No. 11,400 Equity
	:	IN THE
vs	:	CIRCUIT COURT
	:	FOR
RONALD THOMAS WILLIAMS, infant	:	ANNE ARUNDEL COUNTY
	:	

PETITION TO REFER CASE TO AUDITOR

To the Honorable, the Judges of said Court:

The Petition of George E. Rullman and William E. Kirk, Trustees in the above entitled cause, respectfully states:

1. That pursuant to the Order of this Court dated September 26, 1955, your Petitioners did, on November 18, 1955, convey all the right, title, and interest of the Complainants, Margaret Ann Williams, et al, and the infant Respondent, Ronald Thomas Williams, in and to that lot known and designated as Lot No. 37 as shown on the Plat of Horn Point, Eastport, found among the Plat Records of Anne Arundel County in Plat Book 11, Page 31, unto Oscar E. Olsen and Viola Pace Olsen, his wife, at and for the sum of Seven Thousand Dollars (\$7,000.00).

2. Your Petitioners are now ready to make distribution of the proceeds of said sale and request your Honor to pass an Order in these presents permitting them to refer this cause to the Auditor for accounting.

Respectfully submitted.

*George E. Rullman*  
 \_\_\_\_\_  
 George E. Rullman, Trustee

*William E. Kirk*  
 \_\_\_\_\_  
 William E. Kirk, Trustee

*Filed 23 Nov., 1955.*

ORDER OF COURT

Upon the foregoing Fetition, it is ORDERED this 23<sup>rd</sup> day of November, 1955, by the Circuit Court for Anne Arundel County, in Equity, that the above entitled cause be and it is hereby directed to the Court auditor for final account.

Benjamin H. H. H. H. H.  
Judge

Filed 23 Nov, 1955.

MARGARET ANN WILLIAMS, et al : No. 11,400 Equity  
vs : IN THE  
RONALD THOMAS WILLIAMS, infant : CIRCUIT COURT  
: FOR  
: ANNE ARUNDEL COUNTY

PETITION FOR NOTICE TO CREDITORS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of George E. Rullman and William E. Kirk, Trustees in the above entitled cause, respectfully states:

1. That the infant Respondent, Ronald Thomas Williams; and William Thomas Williams and Doris D. Williams, his wife, and Beth S. Williams, Complainants; are the heirs of Thomas B. Williams, deceased, who held a one-third interest as a tenant in common in the property involved in these proceedings.

2. That prior to the filing of these proceedings, there was no administration of the Estate of Thomas B. Williams, deceased, and that notice to creditors was not published prior to this action.

3. That although Letters of Administration have been issued to William Thomas Williams for the Estate of Thomas B. Williams since the filing of these proceedings and notice to creditors has been running since August 11, 1955; your Petitioners desire that notice to creditors be run in these proceedings in order to insure the speedy disposal of the funds in their trust.

4. That prior to the filing of this Petition, this Honorable Court referred this cause to the Auditor and directed a final account.

WHEREFORE, YOUR PETITIONERS PRAY:

(a) That your Petitioners be allowed to run notice to creditors according to Law and the Rules of Court, and

(b) That the Court Auditor be instructed to hold the

*Filed 8 Dec., 1955.*

audit in abeyance until such time as the notice to creditors has expired.

AND AS IN DUTY BOUND, ETC.

George E. Rullman  
George E. Rullman

William E. Kirk  
William E. Kirk Trustees

ORDER OF COURT

Upon the foregoing Petition, it is ORDERED this <sup>11</sup> day of December, 1955, by the Circuit Court for Anne Arundel County, in Equity, that the Petitioners, George E. Rullman, and William E. Kirk, Trustees, give notice to all persons having claims against the Estate of Thomas B. Williams, deceased, to file their claims properly authenticated with the Clerk of this Court on or before the 15<sup>th</sup> day of March, 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 16<sup>th</sup> day of January, 1956.

And it is further ORDERED that the Court Auditor hold the audit in these proceedings in abeyance until the expiration of the notice to creditors.

Benjamin M. Michaelson  
Judge

*Filed 8 Dec., 1955.*

MARGARET ANN WILLIAMS, et al : No. 11,400 Equity  
vs : IN THE  
RONALD THOMAS WILLIAMS, infant : CIRCUIT COURT  
: FOR  
: ANNE ARUNDEL COUNTY

NOTICE TO CREDITORS OF  
THOMAS B. WILLIAMS, DECEASED

Pursuant to an Order of the Circuit Court for Anne Arundel County, dated December 8, 1955, notice is hereby given to all persons having claims against the Estate of Thomas B. Williams, deceased, to exhibit and file the same properly authenticated with the Clerk of the Circuit Court for Anne Arundel County, before the 16<sup>th</sup> day of March, 1956, otherwise they may be by law excluded from all benefits of the said deceased's estate.

  
George E. Rullman

  
William E. Kirk, Trustees

*Filed 8 Dec., 1955.*

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

NO. 11400 EQUITY  
IN THE CIRCUIT COURT  
FOR ANNE ARUNDEL COUNTY  
MARGARET ANN WILLIAMS, et al.  
vs.  
RONALD THOMAS WILLIAMS,  
Infant.

**Notice to Creditors**

OF  
THOMAS B. WILLIAMS, DECEASED

Pursuant to an Order of the Circuit Court for Anne Arundel County, dated December 8, 1955, notice is hereby given to all persons having claims against the Estate of Thomas B. Williams, deceased, to exhibit and file the same properly authenticated with the Clerk of the Circuit Court for Anne Arundel County, before the

16TH DAY OF MARCH, 1956.

Otherwise they may be by law excluded from all benefits of the said deceased's estate.

GEORGE E. RULLMAN,  
WILLIAM E. KIRE,  
Trustees

3-3

**CERTIFICATE OF PUBLICATION**

Annapolis, Md., January 19, 1956

We hereby certify, that the annexed

Notice to Creditors

Eq. 11,400.

Thomas B. Williams

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 March, 1956. The first

insertion being made the 15th day of

December, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

MAR 8 1956

Filed

No. M.G. 5019

33

MARGARET ANN WILLIAMS, et al. : No. 11,400 Equity  
: IN THE  
vs :  
: CIRCUIT COURT  
RONALD THOMAS WILLIAMS, infant : FOR  
: ANNE ARUNDEL COUNTY

PETITION TO REFER CASE TO AUDITOR

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of George E. Rullman and William E. Kirk, Trustees in the above entitled cause, respectfully states:

1. That pursuant to the Order of this Court dated September 26, 1955, your Petitioners did, on November 18, 1955, convey all the right, title, and interest of the Complainants, Margaret Ann Williams, et al, and the infant Respondent, Ronald Thomas Williams, in and to that lot known and designated as Lot No. 37 as shown on the Plat of Horn Point, Eastport, found among the Plat Records of Anne Arundel County in Plat Book 11, Page 31, unto Oscar E. Olsen and Viola Pace Olsen, his wife, at and for the sum of Seven Thousand Dollars (\$7,000.00).

2. That in accordance with the Order of this Honorable Court dated December 8, 1955, Notice to the Creditors of the Estate of Thomas B. Williams was published requiring all creditors to file claim against the Estate on or before March 15, 1956, as shown by the Certificate of Publication filed in these proceedings.

3. That the time allowed by the Order of Publication has expired, and your Petitioners are now ready to make distribution of the proceeds of said sale.

WHEREFORE, YOUR PETITIONERS PRAY:

That this Honorable Court pass an Order in these presents submitting this cause to the Court Auditor for a final account.

Filed MAR 10 1956

AND, AS IN DUTY BOUND, ETC.

George E. Rullman  
George E. Rullman, Trustee

William E. Kirk  
William E. Kirk, Trustee

ORDER OF COURT

Upon the foregoing Petition, it is ORDERED this 13<sup>th</sup> day of March, 1956, by the Circuit Court for Anne Arundel County, in Equity, that the above entitled cause be and it is hereby submitted to the Court Auditor for final account.

W. H. ...  
Judge

Filed MAR 16 1956

In the Case of

Margaret Ann Williams,  
Widow, et al  
VS.  
Ronald Thomas Williams,  
infant

In the  
Circuit Court

For  
Anne Arundel County

No. 11,400 Equity

To the Honorable, the Judges of said Court:

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

[Large area of horizontal dotted lines for text entry]

March 21, 1956

All of which is respectfully submitted.

*Laura K. Dickling*  
Auditor

In the Case of

In the

*Filed 21 Mar., 1956*

Dr. Margaret Ann Williams, Widow, et al vs. Ronald Thomas Williams, in ac.  
 Infant

To Trustees for Fee (Order of 11/23/55) viz:	100	00	
To Trustees for Commissions (Order of 12/16/55), viz:	240	00	340 00
<hr/>			
To Trustees for Court costs, viz:			
Plaintiffs' Solicitor's appearance fee	10	00	
Clerk of Court - Court costs	56	65	
Clerk of Court - additional costs	16	00	
Jos. W. Alton, Jr. - Sheriff's costs	2	90	
Wm. W. Townshehd, Jr. - Guardian ad Litem's fee	4	00	
Emanuel Klawans - Examiner's fee	10	00	
Irene Hazel - Stenographer's fee	8	00	
Auditor - stating this account	36	00	143 55
<hr/>			
To Trustees for Expenses, viz:			
Capital-Gazette Press - notice to creditors	8	00	
Capital-Gazette Press - order nisi (sale)	8	00	
Capital-Gazette Press - order nisi (acct)	6	00	
Globe Indemnity Co. - bond premium	28	00	
Ed E. Voges - appraisal and testimony	30	00	
T. Carroll Worthington - appraisal and testimony	30	00	
Remaley Agency - broker's commission	350	00	
Clerk of Court - certified copy deed	4	00	
One-half Federal documentary stamps	3	85	
One-half State documentary stamps	3	85	
Alice Gary - notary fees	1	00	472 70
<hr/>			
To Trustees for Taxes, viz:			
1955 Annapolis City taxes (\$112.73) - Adjusted to 11/18/55	37	60	37 60
<hr/>			
To Trustees for Liens, viz:			
Annapolis Banking & Trust Co. - balance due on mortgage	661	65	
Recording release of mortgage	1	00	662 65
<hr/>			

BALANCE FOR DISTRIBUTION -	\$5,364.45		
Distributed as follows, viz:			
(1) To Margaret Ann Williams - one-third		1,788	15
(2) To Margaret Ann Swigart - one-third		1,788	15
(3) To Heirs at law of Thomas B. Williams, deceased - one-third	\$1,788.15		
<u>LESS Expenses of Administration, as follows:</u>			
Register of Wills -			
Court costs	\$10.10		
Globe Indemnity Co. bond premium	25.00		
Capital-Gazette Press - notice to creditors	8.00	43.10	
<u>Net balance</u>	<u>\$1,745.05</u>		
Distributed as follows:			
I. To Beth S. Williams, widow- one-third	\$ 581.68		
<u>LESS direct inheritance tax</u>	<u>5.82</u>	575	86
II. To Wm. Thomas Williams, son - one-third	581.68		
<u>LESS direct inheritance tax</u>	<u>5.82</u>	575	86
III. To Ronald Thomas Williams, son - one-third	581.69		
<u>LESS direct inheritance tax</u>	<u>5.82</u>	575	87
IV. To H. Stanley Clark, Register of Wills - total direct inheritance tax		17	46
V. To Wm. Thomas Williams, Administrator of the Estate of Thomas B. Williams - total administration expenses, as above itemized		43	10
			5,364 45
			7,020 95

with

George E. Rullman and William E. Kirk, Trustees

Cr.

1955				
Nov.	18	Proceeds of Private Sale (Contract dated 1/19/55)	7,000	00
				7,000 00

		Refund 1955 State and County taxes adjusted to 11/18/55	20	95
				20 95

				7,020 95
--	--	--	--	----------

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

Margaret Ann Williams,

Widow, et al

VERSUS

Ronald Thomas Williams,

infant

No. 11,400

Equity.

ORDERED, This 21st day of March, 1956, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 30th day of April next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 30th day of April next.

Filed MAR 21 1956

In the Circuit Court for Anne Arundel County

George J. Cromwell, Clerk

ORDERED BY THE COURT, this 3rd day of May, 1956, that the foregoing 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 May 1956 at 3:53 P.M.

Benjamin L. Erickson, 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. 11,400 Equity

MARGARET ANN WILLIAMS, Widow, et al

Vs.

RONALD THOMAS WILLIAMS, Infant.

Ordered, this 21st day of March, 1956, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 30th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 30th day of April next.

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

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CERTIFICATE OF PUBLICATION

Annapolis, Md., May 2, 1956

We hereby certify, that the annexed

Order Nisi, Eq. 11,400 Auditor account

Ronald Thomas Williams

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3

successive weeks before the 30th day of April, 1956. The first

insertion being made the 29th day of

March, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M.G. 35-74 1956 MAY -3 AM 10:55

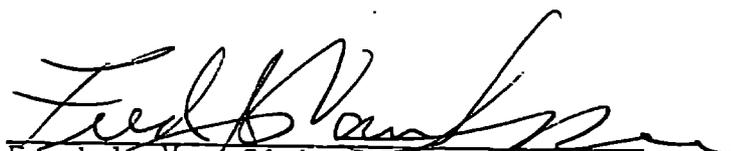
By H. Tilghman

FRED J. VAN SLYKE, ATTORNEY NAMED IN : IN THE  
THE MORTGAGE FROM THORNTON GRIFFIN :  
AND RUTH GRIFFIN, HIS WIFE TO : CIRCUIT COURT  
BOHEMIAN BUILDING, LOAN AND SAVINGS :  
ASSOCIATION "SLAVIE" OF BALTIMORE CITY : FOR ANNE ARUNDEL COUNTY  
VS. : IN EQUITY  
THORNTON GRIFFIN AND RUTH GRIFFIN, : No. 11,422  
HIS WIFE :  
:

---

MR. CLERK:

Please docket a suit in the above entitled case  
and file the within Exhibit.

  
Fred J. Van Slyke, Attorney named  
in the Mortgage

1  
Filed 15 July, 1955



**This Mortgage,** Made this 23rd day of February, No. 11, 422 Equity, in the year one thousand, nine hundred and fifty-four between THORNTON GRIFFIN and RUTH GRIFFIN, his wife,

of Anne Arundel County, in the State of Maryland, Mortgagee, and BOHEMIAN BUILDING, LOAN AND SAVINGS ASSOCIATION "SLAVIE" OF BALTIMORE CITY, a body corporate, duly incorporated under the laws of Maryland, Mortgagor.

WHEREAS, said Mortgagee, being members of said body corporate, have received therefrom an advance of Six thousand three hundred - - - - - (\$6,300.00) Dollars, being part of the purchase money for the property hereinafter described:

AND WHEREAS, said Mortgagee 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 Seventy-one (\$71.00) Dollars, on or before the 23rd day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (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.

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

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagee do grant, convey and assign unto the said Mortgagee, its successors and assigns, all in fee simple that lot of ground situate and lying in 3rd Election Dist., Anne Arundel County (Severna Park) in said State, and described as follows:

KNOWN and designated as Lot 9 in Block "C" as shown on the Plat of LONGSHOREMAN'S LOCAL recorded among the Land Records of Anne Arundel County in Cabinet 3 Rod E-6, Plat No. 10.

BEING the same lot of ground which by deed dated August 14, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 426, folio 5, was conveyed in fee simple by Cornelius Smith, et al, Trustees, to Thornton Griffin, one of the Mortgagees herein.

*20 1 14 July, 1955*

IF the foregoing mortgage loan is paid off in full before maturity, the Mortgagee may make a charge of one per cent (1%) of the aforementioned original mortgage loan.

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, in fee simple ~~to have and to hold unto the said Mortgagee, its successors and assigns, 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 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 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 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; (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 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; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing 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 hereby assent to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor s hereby also authorize the said Mortgagee, its successors or assigns or FRED J. VAN SLYKE, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of one hundred Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustee for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor s, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

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:

James Doyle, 3rd  
James Doyle, 3rd

Thornton Griffin (SEAL)  
THORNTON GRIFFIN

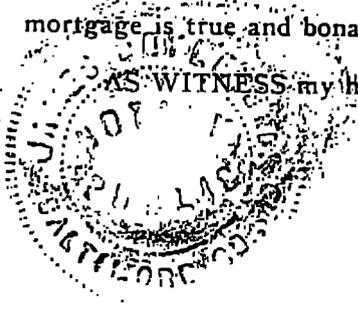
Ruth Griffin (SEAL)  
RUTH GRIFFIN

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

STATE OF MARYLAND, Baltimore City, to wit:

I HEREBY CERTIFY that on this 23rd day of February, 1954, before me, the subscriber, a Notary Public, of the State of Maryland in and for Baltimore County, personally appeared THORNTON GRIFFIN and RUTH GRIFFIN, his wife, Mortgagors herein, and they acknowledged the foregoing mortgage to be their act. At the same time also appeared VLAST KOENIGSMARK, 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.

James Doyle, 3rd Notary Public.

Recorded: February 26, 1954 at 10 A.M.

**MORTGAGE**

FROM

THORNTON GRIFFIN

and wife

TO

**BOHEMIAN BUILDING, LOAN AND SAVINGS ASSOCIATION. "SLAVIE" OF BALTIMORE CITY**

BLOCK NO.

Lot 9 (Severna Park) A.A.Co.

Received for Record 26 Feb. 1954

at 10 o'clock A.M. Same day recorded in

Lib. 2776 No. 814 Folio 518 etc.,

one of the Deed Records of AA Co.

and examined per

JOHN H. HOPKINS, 3rd

Clerk.

Cost of Record, \$ \_\_\_\_\_

**VAN SLYKE & DOYLE**  
Attorneys at Law  
730 North Collington Avenue  
Baltimore 5, Maryland

The Daily Record Co. Print Baltimore

6.50

FRED J. VAN SLYKE, ATTORNEY NAMED  
IN THE MORTGAGE FROM THORNTON  
GRIFFIN AND RUTH GRIFFIN, HIS WIFE  
TO BOHEMIAN BUILDING, LOAN AND  
SAVINGS ASSOCIATION "SLAVIE" OF  
BALTIMORE CITY

IN THE  
CIRCUIT COURT

vs.

-OF-  
-FOR-

BALTIMORE CITY

THORNTON GRIFFIN AND RUTH GRIFFIN,  
HIS WIFE

ANNE ARUNDEL COUNTY

IN EQUITY

No. 11,422

STATEMENT OF MORTGAGE DEBT

"SLAVIE"

Bohemian Building, Loan and Savings Association  
730 N. COLLINGTON AVE.

Acct. No. B-6-1393-

Phone: BRoadway 6240

Baltimore - 5, Md., Jan. 27 1956

STATEMENT

of Mr. Thornton Griffin & Mrs. Ruth Griffin  
28 Severna Park, Maryland

Mortgage Loan 2/54 \$ 6,300.00

Interest 8 Mos. 4 DAYS 243.36

Due on Exp. Acct. \_\_\_\_\_

\$ 6,543.36

Paid off on Capital \$ 315.77

Credit to Exp. Act. 833.42 1,149.19

Balance Due \$ 5,390.17

Preparing Statement \_\_\_\_\_

Cost of Release \_\_\_\_\_

Last Tax Paid 1954. \_\_\_\_\_

Last Ground Rent Paid in Fee Simple

Copy to: Fred J. Van Slyke, Attorney

1785 ...

Bro. 6-3808

Remarks \_\_\_\_\_

*Judinae P. Neas*  
Secretary

ALL CHECKS PAYABLE TO THE ORDER OF THE ASSOCIATION

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 24th day of January in the year nineteen hundred and fifty-six, before me, a Notary Public of the State of Maryland, in and for ~~said City~~ <sup>the County</sup> of Baltimore, personally appeared Ferdinand Kalas, Secretary of Bohemian Building, Loan and Savings Association "Slavie" of Baltimore City, the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.



As witness my hand and Notarial Seal,

*James Doyle*  
James Doyle, 3rd Notary Public.

Filed JAN 25 1956

6

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY IN EQUITY  
STATE OF MARYLAND

No. 11,422 Equity

BOND OF Trustee  
To SELL Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, Fred J. Van Slyke

Baltimore, Maryland

as Principal ,  
and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Six Thousand and 00/100 - - - - - Dollars (\$6,000.00 ), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 23rd day of January , in the year of our Lord, nineteen hundred and fifty-six.

WHEREAS, the above bounden Fred J. Van Slyke

by virtue of the power contained in a mortgage from Thornton Griffin & Ruth Griffin to Bohemian Building, Loan & Savings Association "Slavie" of Baltimore City bearing date the 23rd day of February , 19 54 and recorded among the Land Records of Anne Arundel County in Liber No. JH 814 Folio 518 and

Fred J. Van Slyke

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden

Fred J. Van Slyke

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

Antoinette Van Slyke  
Antoinette Van Slyke

*Fred J. Van Slyke* (SEAL)  
Fred J. Van Slyke  
..... (SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By *Robert J. Noeth*  
Robert J. Noeth  
Attorney in fact.

Approved this 25<sup>th</sup> Jan., 1956  
George J. Cromwell, Clerk.

JAN 21 1956

LIBER 100 PAGE 303  
Military Affidavit under Soldiers' and Sailors' Civil Relief Act  
of 1940 and Amendment thereto of October 6, 1942

FRED J. VAN SLYKE, ATTORNEY  
NAMED IN THE MORTGAGE FROM  
THORNTON GRIFFIN AND RUTH  
GRIFFIN, HIS WIFE, TO  
BOHEMIAN BUILDING, LOAN AND  
SAVINGS ASSOCIATION "SLAVIE"  
OF BALTIMORE CITY

IN THE  
**CIRCUIT COURT**

~~OF~~  
FOR  
~~BALTIMORE CITY~~  
ANNE ARUNDEL COUNTY

IN EQUITY  
No. 11,422  
Docket ..... Fol. ....

vs.

THORNTON GRIFFIN AND RUTH

GRIFFIN, HIS WIFE

**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 Fred J. Van Slyke, Attorney for Bohemian Building, Loan and Savings Association "Slavie" 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.

*Fred J. Van Slyke*  
.....  
Affiant.  
FRED J. VAN SLYKE

Subscribed and sworn to before me

this 27th day of January 1956.

*JAMES DOYLE*  
.....  
Notary Public  
JAMES DOYLE, 3rd.



Filed JAN 28 1956

FRED J. VAN SLYKE, ATTORNEY : IN THE  
 NAMED IN THE MORTGAGE FROM : CIRCUIT COURT  
 THORNTON GRIFFIN AND :  
 RUTH GRIFFIN, HIS WIFE, TO : FOR  
 BOHEMIAN BUILDING, LOAN AND :  
 SAVINGS ASSOCIATION "SLAVIE" : ANNE ARUNDEL COUNTY  
 OF BALTIMORE CITY :  
 VS. : IN EQUITY  
 THORNTON GRIFFIN AND : *No. 11,422 Equity*  
 RUTH GRIFFIN, HIS WIFE : Docket No. Folio

AUCTIONEER'S CERTIFICATE

I HEREBY CERTIFY, That I have this 27th day of January, 1956, sold the property described in the attached advertisement of sale at public auction for the sum of Six thousand ten Dollars (\$6,010.00) to Herbert Kaufman, he being at that figure the highest bidder therefor, and I further certify that said sale was fairly made.

*Alex Cooper*  
 Alex Cooper Auctioneer

PURCHASER'S AGREEMENT

I HEREBY CERTIFY, That I have this 27th day of January, 1956, purchased the property described in the attached advertisement from Fred J. Van Slyke, Attorney named in the Mortgage at and for the sum of Six thousand ten Dollars (\$6,010.00), and I hereby agree to comply with the terms as set forth in the attached advertisement.

*Herbert Kaufman*  
 Herbert Kaufman, Purchaser

**Legal Notices**  
 VAN SLYKE & DOYLE, Solicitors  
 780 N. Collington Avenue, Baltimore

**Mortgage Sale**  
 OF  
 VALUABLE FEE-SIMPLE  
 RESIDENTIAL  
 PROPERTY IN  
 SEVERNA PARK  
 (3rd Election District, Anne Arundel  
 County, Md.)

Under and by virtue of the power and authority contained in a mortgage from Thornton Griffin and Ruth Griffin, his wife, to Bohemian Building Loan and Savings Association "Slavie" of Baltimore City, dated February 23, 1954, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 514, Folio 518 (Default having occurred thereunder) the undersigned, the Attorney named in the said mortgage, will sell at Public Auction on the premises on

**Friday, January 27, 1956**  
**At 3:30 O'clock, P. M.**

All that lot of ground and the improvements thereon, situate in Anne Arundel County, State of Maryland, in the 3rd Election District of Said County, (Severna Park), known and designated as Lot 9 in Block "C" as shown on the Plat of Longshoreman's Local recorded among the Land Records of Anne Arundel County in Cabinet 3, Rod E-6, Plat No. 10. In fee simple and improved by a residential dwelling.

Terms of Sale: A cash deposit of \$500 will be required of purchaser at time and place of sale; balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County. Unpaid portion of purchase price to bear interest from day of sale to day of settlement at 6%. Taxes and all other charges to be adjusted to day of sale.

FRED J. VAN SLYKE,  
 Attorney Named in Mortgage.  
 ALEX COOPER, Auctioneer.  
 P.L. 2-4863 212 N. Calvert St. Balto. Md.

Filed FEB 2 1956

9

FRED J. VAN SLYKE, ATTORNEY	:	IN THE
NAMED IN THE MORTGAGE FROM	:	CIRCUIT COURT
THORNTON GRIFFIN AND RUTH	:	FOR
GRIFFIN, HIS WIFE, TO	:	ANNE ARUNDEL COUNTY
BOHEMIAN BUILDING, LOAN AND	:	
SAVINGS ASSOCIATION "SLAVIE"	:	IN EQUITY
OF BALTIMORE CITY	:	<i>No. 11,422 Equity</i>
VS.	:	Docket No. Folio
THORNTON GRIFFIN AND	:	
RUTH GRIFFIN, HIS WIFE	:	

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

The Report of Sale of Fred J. Van Slyke, Attorney named in the Mortgage in the above entitled cause to make sale of fee simple property known and designated as Lot 9 in Block "C" as shown on the Plat of Longshoreman's Local recorded among the Land Records of Anne Arundel County in Cabinet 3, Rod-E-6, Plat No. 10, in the proceedings in said cause mentioned respectfully shows, that after giving bond with security for the faithful discharge of his trust as Attorney named in said mortgage, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisements inserted in the Annapolis Capital-Gazette, daily newspaper, published in Anne Arundel County, for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Friday, the 27th day of January, 1956, at 3:30 P.M. attend on the premises and then and there sold the following described property to HERBERT KAUFMAN at and for the sum of Six thousand ten Dollars (\$6,010.00):-

All that lot of ground and the improvements thereon, situate in Anne Arundel County, State of Maryland, in the 3rd Election District of said County, (Severus Park, known and designated as Lot 9 in Block "C" as shown on the Plat of Longshoreman's Local recorded among the Land Records of Anne Arundel County in Cabinet 3, Rod E-6, Plat No. 10, in fee simple and improved by a residential dwelling

*Fred J. Van Slyke*  
 Fred J. Van Slyke, Attorney named in the Mortgage

FEB 2 1956

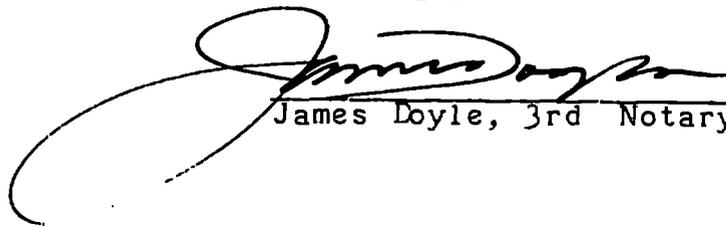
Filed \_\_\_\_\_

STATE OF MARYLAND, BALTIMORE CITY, to wit:-

I HEREBY CERTIFY, That on this 1st day of February, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared Fred J. Van Slyke, Attorney named in the Mortgage, referred to in the foregoing Report of Sale, and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.



  
James Doyle, 3rd Notary Public

Fred J. VanSlyke, Attorney Named in the  
Mortgage from Thornton Griffin and  
Ruth Griffin, his wife, to Bohemian  
Building, Loan and Savings Association  
"Slavie" of Baltimore City

versus

Thornton Griffin and  
Ruth Griffin, his wife

IN THE  
CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,422 Equity

Ordered, this 3rd day of February, 1956, That the sale of the  
real estate in these proceedings mentioned  
made and reported by Fred J. VanSlyke, Attorney named in the Mortgage,  
~~Trustee~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12th  
day of March next: Provided, a copy of this Order be inserted in some newspaper  
published in Anne Arundel County, once in each of three successive weeks before the 12th  
day of March next.

The report states that the amount of sales <sup>was</sup> ~~to be~~ \$6,010.00.

*George J. Cromwell* Clerk.

True Copy.

Filed FEB 2 1956

TEST: Clerk.

(Final Order)

Fred J. VanSlyke, Attorney Named in the  
Mortgage from Thornton Griffin and  
Ruth Griffin, his wife, to Bohemian  
Building, Loan and Savings Association  
"Slavie" of Baltimore City  
versus

Thornton Griffin and  
Ruth Griffin, his wife,

IN THE  
CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 28th day of March, 1956,  
that the sale made and reported by the ~~Trustee~~ <sup>Attorney</sup> aforesaid, be and the same ~~is~~ <sup>is</sup> 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~~ <sup>Attorney</sup> allowed the usual commissions and such proper expenses as he shall pro-  
duce vouchers for the Auditor.

*Benjamin Michaels*  
Judge.

Filed MAR 28 1956

# 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. 11,422 Equity

FRED J. VANSLYKE, Attorney Named  
in the Mortgage from THORNTON  
GRIFFIN and RUTH GRIFFIN, his  
wife, to Bohemian Building, Loan  
and Savings Association "Slavie" of  
Baltimore City

vs.

THORNTON GRIFFIN and RUTH  
GRIFFIN, his wife

Ordered, this 3rd day of February,  
1956, That the sale of the real estate in  
these proceedings mentioned made and  
reported by Fred J. VanSlyke, Attorney  
named in the Mortgage, BE RATIFIED  
AND CONFIRMED, unless cause to the  
contrary thereof be shown on or before  
the 12th day of March next; Provided,  
a copy of this Order be inserted in some  
newspaper published in Anne Arundel  
County, once in each of three successive  
weeks before the 12th day of March  
next.

The report states that the amount  
of sale was \$0,010.00.

GEORGE T. CROMWELL, Clerk.

True Copy. TEST:

GEORGE T. CROMWELL, Clerk.

m-1

## CERTIFICATE OF PUBLICATION

Annapolis, Md., March 15, 1956

We hereby certify, that the annexed

Order Nisi Sale  
Eq. 11,422

Thornton Griffin

was published in

### Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 12th

day of March, 1956. The first

insertion being made the 9th day of

February, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. J. Thompson  
MAR 28 1956

Filed \_\_\_\_\_

No. M.G. 4720

13



Dr.

Fred J. Van Slyke, Attorney named in Mortgage, etc. vs.  
Thornton Griffin and Ruth Griffin, his wife

in ac.

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	212	09	312	09
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	35	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	24	40		
The Daily Record - advertising sale	7	20		
Alex Cooper - auctioneer's fee	20	00		
Alex Cooper - traveling expense, advertising cards, etc	13	00		
U. S. Fidelity & Guaranty Co. - bond premium	24	00		
One-half Federal documentary stamps	3	58		
One-half State documentary stamps	3	57		
Notary fees.	1	00	145	75
To Attorney for Taxes, viz:				
1955 State and County taxes, interest, etc	93	52		
1956 State and County taxes - 27 days	6	75	100	27
To Bohemian Building, Loan & Savings Ass'n "Slavie" of Baltimore City, mortgage - in full for mortgage claim	5,390	17	5,390	17
To Thornton Griffin, mortgagor - this balance	69	90	69	90
			6,069	68



ORDER NISI

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

Fred J. Van Slyke,

Attorney named in Mortgage,  
etc

VERSUS

Thornton Griffin

and

Ruth Griffin, his wife

No. 11,422

Equity.

ORDERED; This 2nd 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 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.

George J. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 6th day of February, 1957, that the foregoing 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 proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Richardson, Judge

FILED

1957 FEB -6 PM 3:44

1956 MAY -2 PM 9:57

# 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 Eq. 11,422  
Auditor Account

Thornton Griffin

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 11th

day of June, 1956. The first

insertion being made the 10th day of

May, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By N. T. [Signature]

### Order Nisi

IN THE CIRCUIT COURT  
FOR ANNE ARUNDEL COUNTY  
NO. 11,422 EQUITY  
FRED J. VAN SYKE,  
Attorney named in Mortgage, etc.  
versus

THORNTON GRIFFIN and  
RUTH GRIFFIN, his wife.

Ordered, this 2nd 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 con-  
trary be shown on or before the 11th  
day of June next; Provided, a copy  
of this Order be inserted in some news-  
paper published in Anne Arundel  
County, once in each of three successive  
weeks before the 11th day of June  
next.

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

GEORGE T. CROMWELL, Clerk.

m-24

FILED

No. M.G.1957-24 FEB 6 AM 10:26

18

THE CAPITAL BUILDING AND LOAN  
ASSOCIATION OF BALTIMORE CITY

:

IN THE CIRCUIT COURT

VS.

:

FOR

JOSEPH I. BUSBEE, and  
DUANE TYSON BUSBEE, his wife

:

ANNE ARUNDEL COUNTY  
(In Equity)

.....00.....

No. 11,496

Mr. Clerk:

Please docket the above entitled case, and file the enclosed mortgage  
as Plaintiff's Exhibit "A".

  
John C. Dumler  
Attorney named in Mortgage

*Filed 27 Sept., 1955.*

Mortgage

LIBER 100 PAGE 315

THIS MORTGAGE, Made this 28th day of June, in the year Nineteen Hundred and Fifty-five, by and between Joseph I. Busbee and Duane Tyson

Busbee, his wife,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the said Mortgagor, being a member of the said body corporate, has received therefrom an advance or loan of Six Thousand Dollars (\$ 6000.00 ), said advance or loan having been used in part payment of the purchase money for the property hereinafter described; and

WHEREAS, the said Mortgagor being therefore justly indebted unto the Mortgagee for borrowed money in the said principal sum of Six Thousand Dollars (\$ 6000.00 ), the said Mortgagor does hereby covenant to repay the same, with interest at the rate of five per centum ( 5 % ) per annum, computed monthly, unto the Mortgagee, or its assigns, at the office of the Mortgagee, or its assigns, in monthly instalments (including principal and interest) of Forty-eight and 00/100 Dollars (\$ 48.00 ), plus one-twelfth of the annual taxes, water rents, ground rent, if any, insurance premiums, and other public charges and assessments, commencing on the first day of July, 1955, and continuing on the first day of each month thereafter until the principal, interest and such charges as may be imposed upon the said Mortgagor under the by-laws of said body corporate, (which by-laws are hereby referred to and expressly made a part hereof), are fully paid.

The said instalment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rents, assessments or public charges of every nature and description, ground rent, if any, insurance premiums and other charges affecting the hereinafter described premises; and, (3) towards the payment of the aforesaid principal sum.

The said Mortgagor agrees to pay a "late charge" not to exceed four per cent (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

AND WHEREAS, this mortgage shall also secure future advances so far as is legally permissible at the date hereof.

THIS mortgage loan may be prepaid, in whole or in part, and when the amount prepaid equals or exceeds twenty per cent of the original principal amount of the loan, ninety days' interest on the amount prepaid will be charged as a consideration for the acceptance of such prepayment.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and the sum of One Dollar, this day paid, the receipt whereof is hereby acknowledged, the said Mortgagor

does hereby grant, convey and assign unto the said Mortgagee, its successors and assigns, all that lot(s) of ground situate, lying and being in the Third District of Anne Arundel County, State of Maryland, and particularly described as follows:

BEING known and designated as Lot 15, Block "JJJ", on a plat entitled "Plat No. 7, Cape St. Claire", which said plat is dated October 31, 1949, and found among the Plat Records of Anne Arundel County in Plat Book 22, page 2.

BEING the same lot of ground which, by deed dated May 31, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 933, folio 447, was granted and conveyed by The Tidewater Nolding Corporation, Inc. to the herein named Mortgagors.



Filed 27 Sept., 1955

TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures.

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

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

It is agreed that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary, and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced shall be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to.

And the said Mortgagor does further covenant and agree:

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

2. To keep the improvements on said property in good repair, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies designated by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

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

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

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

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

7. That the whole of said Mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly instalment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days.

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

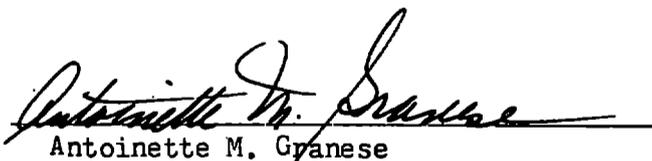
AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagor, his heirs, personal representatives, successors and assigns, may retain possession of the hereby mortgaged property.

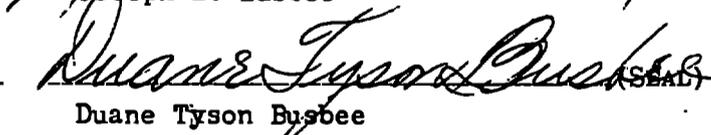
AND the said Mortgagor, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, does hereby (1) declare his assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); and the said Mortgagor does hereby (2) also authorize the said Mortgagee, its successors or assigns, or Harry A. Kohlerman or John O. Dumler, its duly authorized Attorneys, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in the county or city in which the land is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of Seventy-five Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making said sale equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagor, or his assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor, or his assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

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

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

WITNESS:

  
Antoinette M. Granese

 (SEAL)  
Joseph I. Busbee  
 (SEAL)  
Duane Tyson Busbee

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, That on this 28th day of June, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Joseph I. Busbee and Duane Tyson Busbee, his wife, known to me to be the above-named Mortgagor(s), and they acknowledged the foregoing Mortgage to be their act:

At the same time also personally appeared Carl F. Dockman, the President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said Mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

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



*Antoinette M. Granese*  
Antoinette M. Granese, Notary Public

My commission expires May 6, 1957.

Recorded: June 30, 1955 at 2.45 P.M.

ANNE ARUNDEL COUNTY

# Mortgage

File No. 13243-T

Property:

Lot 15  
Block "JJJ"  
Cape St. Claire

Description approved

Execution approved

FROM

JOSEPH I. BUSBEE

AND WIFE

TO

THE CAPITAL  
BUILDING AND LOAN ASSOCIATION  
OF BALTIMORE CITY

*Received for Record 30 Day  
of June 30, 1955 at 2:45 P.M.  
And the same day recorded in Liber  
J. H. H. No. 941, Fol. 128,  
Records of Anne Arundel County*

JOHN H. HOPKINS, 3rd Clerk

KOHLERMAN AND DUMLER  
Attorneys at Law  
Baltimore, Maryland

*Pf. 10*

THE CAPITAL BUILDING AND LOAN  
ASSOCIATION OF BALTIMORE CITY

IN THE CIRCUIT COURT

VS.

FOR

JOSEPH I. BUSBEE and  
DUANE TYSON BUSBEE, his wife

ANNE ARUNDEL COUNTY  
(In Equity)

.....oOo.....

No. 11,496

I HEREBY CERTIFY, That on this *21<sup>st</sup>* day of *September*  
1955, before me, the subscriber, a Notary Public of the State of Maryland,  
in and for Baltimore City, personally appeared Charles F. Loos, Vice President  
of The Capital Building and Loan Association, Plaintiff in the above entitled  
case, and made oath in due form of law that the Defendants, Joseph I. Busbee  
and Duane Tyson Busbee, his wife, against whom the above case has been docketed,  
are not in the Military Service of the United States, or of any nation with  
which the United States is allied in the present war, that they have not  
been ordered to report for induction under the Selective Training and Service  
Act of 1940, that they are not members of the Enlisted Reserve Corps and have  
not been ordered to report for service therein.

*Isabelle Bowes*  
Isabelle Bowes Notary Public

*Charles F. Loos*  
Charles F. Loos Affiant



*Filed 27 Sept., 1955.*

THE CAPITAL-BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY	:	IN THE CIRCUIT COURT
	:	
VS.	:	FOR
	:	
JOSEPH I. BUSBEE, and DUANE TYSON BUSBEE, his wife	: . . .	ANNE ARUNDEL COUNTY (In Equity) No. 11,496

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage dated June 28, 1955	\$ 6000.00
Interest to October 27, 1955	<u>47.07</u>
TOTAL MORTGAGE CLAIM	\$ 6047.07

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, that on this 21st day of October in the year one thousand nine hundred and fifty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared Mary E. Bauer, Secretary of The Capital Building and Loan Association of Baltimore City, and made oath in due form of law that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.



*Antoinette M. Granese*  
Antoinette M. Granese Notary Public

My commission expires May 6, 1957.

*Filed 21 Oct., 1955.*

# Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

Equity 11496

KNOW ALL MEN BY THESE PRESENTS:

That we, John O. Dumler  
Fidelity Building  
Baltimore, Maryland as Principal,  
 and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws  
 of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and  
 just sum of SIX THOUSAND AND 00/100 - - - - - Dollars,  
 - - - - - (\$6,000.00)  
 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, Exécutors, Administrators, Successors or Assigns  
 jointly and severally, firmly by these presents.

Sealed with our seals and dated this 19th day of October  
 in the year of our Lord nineteen hundred and fifty-five.

Whereas, the above bounden John O. Dumler  
 by virtue of the power contained in a mortgage from Joseph I. Busbee and Duane Tyson  
Busbee, his wife  
 to Capital Building and Loan Association of Baltimore City  
 bearing date the 28th day of June, 1955 and recorded  
 among the mortgage records of Anne Arundel County  
 in Liber J.H.H. No. 941 Folio 178 and he

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden  
John O. Dumler

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

In Testimony Whereof, the above bounden John O. Dumler

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

Signed, sealed and delivered in the presence of:

Gloria Kovak  
 Gloria Kovak

John O. Dumler (SEAL)  
John O. Dumler (SEAL)

Witness: FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
C. Berg As to Surety By E. V. Shockley Attorney-in-Fact

*approved this 25<sup>th</sup> Oct, 1955*  
*George T. Cromwell, Clerk*  
*Filed 25<sup>th</sup> Oct, 1955*

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of MARYLAND, does hereby constitute and appoint E. V. Shockley its Attorney-in-Fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in any Court in or of the State of Maryland and it does hereby declare that all such bonds signed and executed by its said Attorney-in-Fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND duly affixed by its Vice-President and attested by its Assistant Secretary, this 21st day of April, 1932.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST: J. G. YOST  
Assistant Secretary

By: E. R. NUTTLE  
Vice-President

I HEREBY CERTIFY that the above is a correct and true copy of the original Power of Attorney

October 19, 19 55

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

*R. D. Gilliss*  
R. D. GILLISS Assistant Secretary



# Fidelity and Deposit Company

No. 11,496 Equity

HOME OFFICE

OF MARYLAND

BALTIMORE 3

KNOW ALL MEN BY THESE PRESENTS:

That we, John O. Dumler  
Fidelity Building  
Baltimore 1, Maryland as Principal,

and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of FIVE HUNDRED AND 00/100 - - - - - Dollars,  
- - - - - (\$500.00)

to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 24th day of October  
in the year of our Lord nineteen hundred and fifty-five.

Whereas, the above bounden John O. Dumler

by virtue of the power contained in a mortgage from Joseph I. Busbee and Duane Tyson Busbee, his wife

to Capital Building and Loan Association of Baltimore City

bearing date the 28th day of June, 1955 and recorded

among the mortgage records of Anne Arundel County

in Liber J.H.H. No. 941 Folio 178 and he

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden John O. Dumler

do and shall well and truly and faithfully perform the trust reposed in him

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

In Testimony Whereof, the above bounden John O. Dumler

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

Signed, sealed and delivered in the presence of:

Antoinette M. Granese  
Antoinette M. Granese

John O. Dumler (SEAL)  
John O. Dumler

Witness:

C. Berg  
C. Berg  
MD3228a-500, 1-51 129351  
Mortgagee's or Attorney's Bond

FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
By E. V. Shockley  
As to Surety E. V. Shockley Attorney-in-Fact

Approved this 25 dct, 1955  
George J. Cromwell, Cash  
20 1 25 dct, 1955

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of MARYLAND, does hereby constitute and appoint E. V. Shockley its Attorney-in-Fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in any Court in or of the State of Maryland and it does hereby declare that all such bonds signed and executed by its said Attorney-in-Fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND duly affixed by its Vice-President and attested by its Assistant Secretary, this 21st day of April, 1932.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST: J. G. YOST  
Assistant Secretary

By: E. B. NUTTLE  
Vice-President



I HEREBY CERTIFY that the above is a correct and true copy of the original Power of Attorney.  
October 24, 1955

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

R. D. GILLISS  
Assistant Secretary

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

IN THE CIRCUIT COURT

VS.

FOR

JOSEPH I. BUSBEE, and DUANE TYSON BUSBEE, his wife

ANNE ARUNDEL COUNTY (In Equity) Case No. 11, 496

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 27th day of October, 1955, sold the property described in the attached advertisement of sale at and for the sum of \$6,200.00 to The Capital Building and Loan Association of Baltimore City being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

E.T. NEWELL & Co. Auctioneer John M. Miller Jr.

PURCHASER'S AGREEMENT

We hereby certify that we have this 27th day of October, 1955, purchased the property described in the attached advertisement of sale from John O. Dumler, Attorney named in mortgage, at and for the sum of \$6200.00 and hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale. The Capital Building & Loan Association of Baltimore City

TEST: By: Carl F. Dockman, Purchaser President Mary E. Bauer

KOHLERMAN AND DUMLER, Solicitors, 1400 Fidelity Building, Baltimore 1, Maryland Mortgage Sale OF DESIRABLE FEE SIMPLE RESIDENTIAL PROPERTY CAPE ST. CLAIKE, THIRD DISTRICT ANNE ARUNDEL COUNTY

Under and by virtue of the power and authority contained in a mortgage from Joseph I. Busbee and Duane Tyson Busbee, his wife to The Capital Building and Loan Association dated June 28, 1955, recorded among the Land Records of Anne Arundel County in J. H. E. No. 941; folio 178, (default having occurred thereunder), the undersigned, the attorney named in said mortgage will sell at public auction on the premises on Thursday, October 27th, 1955 at 3:00 P. M. all that lot of ground situate and lying in the Third District of Anne Arundel County, State of Maryland and described as follows:

BEING known and designated as Lot 15, Block "JJJ", on a plat entitled "Plat No. 7, Cape St. Claire", which said plat is dated October 31, 1949, and found among the Plat Records of Anne Arundel County in Plat Book 22, page 2. Said lot having a frontage of 60 feet on Westway and a depth of 150 feet as shown on said plat.

The above lot is in fee simple and is improved by a frame dwelling. The above lot is subject to restrictions of record affecting properties in the development known as Cape St. Claire.

TERMS OF SALE: A cash deposit of \$500.00 will be required of the purchaser at the time and place of sale. Balance of purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County to bear interest from day of sale, to day of settlement, at six per cent per annum. Taxes and all other public charges to be adjusted to day of sale.

JOHN O. DUMLER, Attorney named in Mortgage. E. T. NEWELL & CO., INC., Auctioneers.

o-20

Filed 10 Nov, 1955

12

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY	:	IN THE CIRCUIT COURT
	:	
VS.	:	FOR
	:	
JOSEPH I. BUSBEE, and DUANE TYSON BUSBEE, his wife	:	ANNE ARUNDEL COUNTY (In Equity) Case No. 11496
.....oOo.....		

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

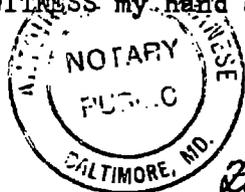
The report of sale of John O. Dumler, Attorney named in the mortgage, to make sale of the fee simple property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust, which was duly approved, and having given notice of the time, place, manner and terms of sale as advertised in The Capital Gazette, a newspaper published in Anne Arundel County, for more than twenty days preceding the day of sale, the said John O. Dumler, Attorney named in said mortgage did pursuant to said notice on the twenty-seventh day of October, 1955 at 3:00 o'clock P. M. sell on the premises the aforesaid fee simple property unto The Capital Building and Loan Association of Baltimore City at and for the sum of Sixty-two Hundred Dollars (\$6200.00) cash, the said The Capital Building and Loan Association of Baltimore City having offered the greatest price therefor.

*John O. Dumler*  
 \_\_\_\_\_  
 John O. Dumler  
 Attorney named in Mortgage.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I hereby certify, that on this 8th day of November, in the year one thousand nine hundred and fifty-five, before me, the subscriber a Notary Public of the State of Maryland, in and Baltimore City, aforesaid personally appeared John O. Dumler, Attorney named in mortgage, and made oath that the facts stated in the foregoing Report of Sale are true as therein set forth and that the said sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.



*Antoinette M. Granese*  
 \_\_\_\_\_  
 Antoinette M. Granese Notary Public  
 My commission expires May 6, 1957.

*Filed 10 Nov., 1955.*

13

ORDER NISI

LIBER 100 PAGE 327

The Capital Building And Loan Association Of Baltimore City

versus

Joseph I. Busbee and Duane Tyson Busbee, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,496 Equity

Ordered, this 10 day of November, 1955, That the sale of the Property in these Proceedings mentioned, made and reported by John O. Dumlér, Attorney named in Mortgage, ~~XXXXXX~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19 day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19 day of December next.

The report states that the amount of sale ~~was~~ <sup>was</sup> \$ 6,200.00.

George J. Cromwell Clerk.

True Copy.

TEST: Clerk.

(Final Order)

Filed 10 Nov, 1955.

The Capital Building And Loan Association Of Baltimore City

versus

Joseph I. Busbee and Duane Tyson Busbee, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 20<sup>th</sup> day of December, 1955, that the sale made and reported by the ~~attorney~~ <sup>attorney</sup> aforesaid, be and the same ~~is~~ <sup>is</sup> 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~~ <sup>attorney</sup> allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Nicholas Judge.

Filed: 20 Dec 1955

# 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. 11,490 Equity  
THE CAPITAL BUILDING AND  
LOAN ASSOCIATION OF BALTI-  
MORE CITY

Vs.

JOSEPH I. BUSBEE and DUANE TY-  
SON BUSBEE, his wife.

Ordered, this 10th day of November,  
1955, That the sale of the Property in  
these Proceedings mentioned, made and  
reported by John O. Dumlér, Attorney  
named in Mortgage, BE RATIFIED  
AND CONFIRMED, unless cause to the  
contrary thereof be shown on or before  
the 19th day of December next; Pro-  
vided, a copy of this Order be inserted  
in some newspaper published in Anne  
Arundel County, one in each of three  
successive weeks before the 10th day of  
December next.

The report states that the amount of  
sale was \$6,200.00.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

d-8

## CERTIFICATE OF PUBLICATION

Annapolis, Md., December 19, 1955

We hereby certify, that the annexed

Order Nisi Sale  
Eq. 11,496  
John I. Busbee  
\$ 6,200.00

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 19th

day of December, 1955. The first

insertion being made the 17th day of

November, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Filed: 19 Dec 1955

No. M.G. 1621

15'



Dr. The Capital Building and Loan Association of Baltimore City in ac.  
 vs. Joseph I. Busbee and Duane Tyson Busbee, his wife

To Attorney for Fee, viz:	75	00		
To Attorney for Commissions, viz:	216	86		291 86
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	29	50		
Auditor - stating this account	13	50		53 00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	36	24		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	10	05		
Fidelity & Deposit Co. of Md. - bond premiums	26	00		
E. T. Newell & Co. - auctioneer's fee	50	00		
One-half Federal documentary stamps	3	58		
One-half State documentary stamps	3	57		
Antoinette M. Granese - notary fees	1	00		144 44
To The Capital Building and Loan Ass'n of Baltimore City, mortgagee - this balance on account mortgage claim	5,740	23		5,740 23
			6,229	53
Amount of mortgage claim filed	6,047	07		
Cr. Amount allowed above	5,740	23		
Balance subject to decree in personam	306	84		



ORDER NISI

LIBER 100 PAGE 332

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

The Capital Building & Loan Association of Baltimore City

VERSUS

Joseph I. Busbee

and

Duane Tyson Busbee, his wife

No. 11,496

Equity.

ORDERED, This 3rd day of January, 1956, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 6th day of February next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of February next.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 6th day of February, 1957, that the foregoing 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 ~~same~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

George J. Cromwell, Clerk

Benjamin Nicholson, Judge

FILED

1957 FEB -6 PM 3:44

# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

## CERTIFICATE OF PUBLICATION

Annapolis, Md., February 14, 1956.

We hereby certify, that the annexed

Order Nisi - Eq. 11,496  
Auditor Account.

Joseph I. Busbee

was published in

## Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3

successive weeks before the 6th

day of February, 1956. The first

insertion being made the 5th day of

January, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

## Order Nisi

IN THE CIRCUIT COURT  
FOR ANNE ARUNDEL COUNTY  
No. 11,496 Equity  
THE CAPITAL BUILDING & LOAN  
ASSOCIATION of Baltimore City  
Vs.

JOSEPH I. BUSBEE and DUANE  
TYSON BUSBEE, his wife.

Ordered, this 3rd day of January, 1956,  
That the Report and Account of the  
Auditor, filed this day in the above en-  
titled cause BE RATIFIED AND CON-  
FIRMED, unless cause to the contrary  
be shown on or before the 6th day of  
February next; Provided, a copy of this  
Order be inserted in some newspaper  
published in Anne Arundel County, once  
in each of three successive weeks before  
the 6th day of February next.

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

J-19

**FILED**

No. M.G. 5184  
1957 FEB - 6 AM 10: 26

20

THE CAPITAL BUILDING AND LOAN  
ASSOCIATION OF BALTIMORE CITY

IN THE CIRCUIT COURT

VS.

FOR

JOSEPH I. BUSBEE and  
DUANE TYSON BUSBEE, his wife

ANNE ARUNDEL COUNTY  
(In Equity)

.....oOo..... No. 11, 499 Equity

Mr. Clerk:

Please docket the above entitled case, and file the enclosed mortgage  
as Plaintiff's Exhibit "A".

  
John O. Dumler  
Attorney named in Mortgage

*Filed: 28 Sept. 1955*

[DR.—CITY OR COUNTY]

FOR  
Anne Arundel County  
(In Equity)

JOSEPH I. BUSBEE and  
Duane Tyson Busbee, his wife

# Mortgage

No. 11,499 Equity  
Plaintiff's Exhibit "A"

THIS MORTGAGE, Made this 26th day of May, in the year  
Nineteen Hundred and Fifty-five, by and between Joseph I. Busbee and Duane Tyson  
Busbee, his wife,

of Baltimore County, in the State of Maryland, hereinafter called the  
Mortgagor, and THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate  
of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the said Mortgagor, being a member of the said body corporate, has received therefrom  
an advance or loan of Twenty-five Thousand  
Dollars (\$ 25,000.00 ), said advance or loan having been used in part payment of the purchase money  
for the property hereinafter described; and

WHEREAS, the said Mortgagor being therefore justly indebted unto the Mortgagee for borrowed  
money in the said principal sum of Twenty-five Thousand  
Dollars (\$ 25,000.00 ), the said Mortgagor does hereby covenant to repay the same, with interest at the  
rate of five per centum ( 5% ) per annum, computed monthly, unto the Mortgagee,  
or its assigns, at the office of the Mortgagee, or its assigns, in monthly instalments (including principal  
and interest) of One Hundred Ninety-eight Dollars (\$ 198.00 ),  
plus one-twelfth of the annual taxes, water rents, ground rent, if any, insurance premiums, and other  
public charges and assessments, commencing on the first day of June, 1955, and  
continuing on the first day of each month thereafter until the principal, interest and such charges as may  
be imposed upon the said Mortgagor under the by-laws of said body corporate, (which by-laws are hereby  
referred to and expressly made a part hereof), are fully paid.

The said instalment payments may be applied by the Mortgagee in the following order: (1) to the  
payment of interest; (2) to the payment of all taxes, water rents, assessments or public charges of every  
nature and description, ground rent, if any, insurance premiums and other charges affecting the herein-  
after described premises; and, (3) towards the payment of the aforesaid principal sum.

The said Mortgagor agrees to pay a "late charge" not to exceed four per cent (4%) of any installment  
which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved  
in handling delinquent payments.

AND WHEREAS, this mortgage shall also secure future advances so far as is legally permissible at  
the date hereof.

THIS mortgage loan may be prepaid, in whole or in part, and when the amount prepaid equals or  
exceeds twenty per cent of the original principal amount of the loan, ninety days' interest on the amount  
prepaid will be charged as a consideration for the acceptance of such prepayment.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and the sum  
of One Dollar, this day paid, the receipt whereof is hereby acknowledged, the said Mortgagor

does hereby grant, convey and assign unto the said Mortgagee, its successors and assigns, all those  
lot(s) of ground situate, lying and being in the Third District of Anne Arundel County,  
State of Maryland, and particularly described as follows:

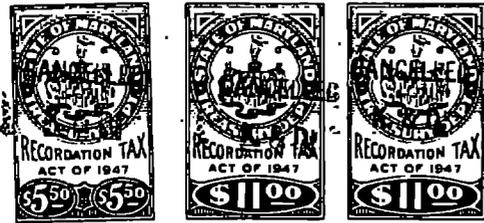
THE FIRST thereof being known and designated as Lots Numbered Six (6), Seven(7)  
and Eight (8) on a plat entitled "Cape Saint Claire, Commercial Center", which said  
Plat is dated May 15, 1950, and filed among the Plat Records of Anne Arundel County  
in Plat Book #22, page 17.

BEING the same lots of ground which, by deed dated April 26, 1955, and recorded  
among the Land Records of Anne Arundel County in Liber J.H.H. No. 922, folio 550, were  
granted and conveyed by The Tidewater Holding Corporation to the herein named Grantors.

THE SECOND thereof being known and designated as Lot Numbered Twenty (20),  
Block "J", on a Plat entitled "Cape St. Claire, Deep Creek Subdivision, Section 2",  
which said Plat is dated March 1, 1950, and filed among the Plat Records of Anne  
Arundel County in Plat Book 22, page 21.

*Filed: 28 Sept 1955*

BEING the same lot of ground which, by deed dated April 12, 1955, and recorded among the Land Records aforesaid in Liber J.H.H. No. 918, folio 96, was granted and conveyed by William E. Johnson, Jr. and wife to the herein named 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 attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures.

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

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

It is agreed that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary, and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced shall be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to.

And the said Mortgagor does further covenant and agree:

1. To repay the indebtedness, together with interest, as herein provided.
2. To keep the improvements on said property in good repair, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies designated by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.
3. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time.
4. To pay all taxes, water rent, ground rent, if any, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate herein agreed to from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with interest thereon.
5. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.
6. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the Mortgagor(s), by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the Mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided, at the option of the Mortgagee.
7. That the whole of said Mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly instalment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days.
8. That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.

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

AND the said Mortgagor, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, does hereby (1) declare his assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); and the said Mortgagor does hereby (2) also authorize the said Mortgagee, its successors or assigns, or Harry A. Kohlerman or John O. Dumler, its duly authorized Attorneys, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in the county or city in which the land is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of Seventy-five Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making said sale equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagor, or his assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor, or his assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

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

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

WITNESS:

*Antoinette M. Granese*  
Antoinette M. Granese

*Joseph I. Busbee* (SEAL)  
Joseph I. Busbee

*Duane T. Busbee* (SEAL)  
Duane T. Busbee

(SEAL)

(SEAL)

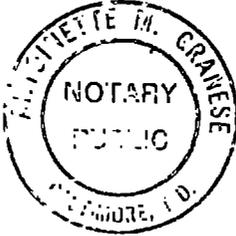
STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, That on this 26th day of May, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Joseph I. Busbee and Duane Tyson Busbee, his wife, known to me to be

the above-named Mortgagor(s), and they acknowledged the foregoing Mortgage to be their act:

At the same time also personally appeared Carl F. Dockman, the President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said Mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

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



*Antoinette M. Granese*  
Antoinette M. Granese  
Notary Public

My commission expires May 6, 1957

Recorded-3rd-June-1955-at-9-A.M.

ANNE ARUNDEL COUNTY

**Mortgage**

FROM

JOSEPH I. BUSBEE

AND WIFE

TO

THE CAPITAL  
BUILDING AND LOAN ASSOCIATION  
OF BALTIMORE CITY

Received for Record of *29* Day  
of *June* 1955, at *9* A.M.  
and the same day recorded in Liber  
J. H. H. No. 930. Pub. 376,  
Records of Anne Arundel County

JOHN H. HOPKINS, 3rd  
Clerk

*Vol. 700*

KOHLERMAN AND DUMLER  
Attorneys at Law  
Baltimore, Maryland

*H*

File No. 13191-T

Property:  
Lots 6-7-8, Commercial Center;  
Lot 20, Block J, Deep Creek  
Subdivision, Section 2;  
Gape-Saint-Glaire

Description approved

Execution approved

*[Signature]*

THE CAPITAL BUILDING AND LOAN  
ASSOCIATION OF BALTIMORE CITY

IN THE CIRCUIT COURT

VS.

FOR

JOSEPH I. BUSBEE, and  
DUANE TYSON BUSBEE, his wife

ANNE ARUNDEL COUNTY  
(In Equity)

.....oOo..... No. 11,499 Equity

I HEREBY CERTIFY, that on this *21<sup>st</sup>* day of *September* 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Charles F. Loos, Vice President of The Capital Building and Loan Association, Plaintiff in the above entitled case, and made oath in due form of law that the Defendants, Joseph I. Busbee, and Duane Tyson Busbee, his wife, against whom the above case has been docketed, are not in the Military Service of the United States, or of any nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps and have not been ordered to report for service therein.

*Isabelle Bowes*  
Isabelle Bowes Notary Public

*Charles F. Loos*  
Charles F. Loos, Plaintiff



*Filed: 28 Sept. 1955*

THE CAPITAL BUILDING AND LOAN  
ASSOCIATION OF BALTIMORE CITY

IN THE CIRCUIT COURT

VS.

FOR

JOSEPH I. BUSBEE, and  
DUANE TYSON BUSBEE, his wife

ANNE ARUNDEL COUNTY  
(In Equity)  
Case No. 11,499

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage dated May 26, 1955	\$ 25,000.00
Advanced for insurance and taxes	176.24
Interest to October 27, 1955	<u>589.00</u>
TOTAL MORTGAGE CLAIM	\$ 25,765.24

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, that on this 21st day of October, in the year one thousand nine hundred and fifty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared Mary E. Bauer, Secretary of The Capital Building and Loan Association of Baltimore City, and made oath in due form of law that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.



*Antoinette M. Grapese*  
Antoinette M. Grapese - Notary Public  
My commission expires May 6, 1957.

*Filed 21 Oct., 1955.*

# Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE 3

Equity 11499 ✓

KNOW ALL MEN BY THESE PRESENTS:

That we, John O. Dumler  
Fidelity Building  
Baltimore, Maryland as Principal,

and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of TWENTY THOUSAND AND 00/100 - - - - -

- - - - - (\$20000.00) dollars,

to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 19th day of October  
in the year of our Lord nineteen hundred and fifty-five.

Whereas, the above bounden John O. Dumler

by virtue of the power contained in a mortgage from Joseph I. Busbee & Duane Tyson Busbee, his wife

to The Capital Building and Loan Association of Baltimore City

bearing date the 26th day of May, 1955 and recorded

among the mortgage records of Anne Arundel County

in Liber J.H.H. No. 932 Folio 376 and he

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden John O. Dumler

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

In Testimony Whereof, the above bounden John O. Dumler

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

Signed, sealed and delivered in the presence of:

Gloria Novak  
GLORIA NOVAK

John O. Dumler (SEAL)

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

C. Berg  
C. Berg

As to Surety

E. V. Shockley  
E. V. Shockley Attorney-in-Fact

MD3228a-500, 1-51 129351  
Mortgagee's or Attorney's Bond

approved this 25<sup>th</sup> Oct., 1955  
George J. Cromwell, Clerk  
Filed 25<sup>th</sup> Oct., 1955



KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of MARYLAND, does hereby constitute and appoint E. V. Shockley its Attorney-in-Fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in any Court in or of the State of Maryland and it does hereby declare that all such bonds signed and executed by its said Attorney-in-Fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND duly affixed by its Vice-President and attested by its Assistant Secretary, this 21st day of April, 1932.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST: J. G. YOST  
Assistant Secretary

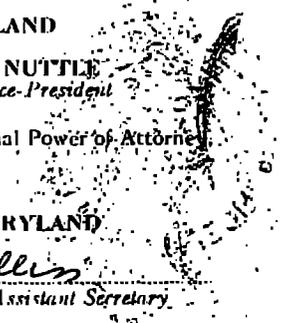
By: E. R. NUTTLE  
Vice-President

I HEREBY CERTIFY that the above is a correct and true copy of the original Power of Attorney

October 19, 1955

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

R. D. GILLISS Assistant Secretary



# Fidelity and Deposit Company

ADDITIONAL BOND

HOME OFFICE

OF MARYLAND

BALTIMORE 3

No. 11,499 Equity ✓

KNOW ALL MEN BY THESE PRESENTS:

That we, John O. Dumler  
Fidelity Building  
Baltimore, Maryland as Principal,

and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of SIX THOUSAND AND 00/100 - - - - - (\$6,000.00) Dollars,

to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 23th day of October in the year of our Lord nineteen hundred and fifty-five.

Whereas, the above bounden John O. Dumler

by virtue of the power contained in a mortgage from Joseph I. Busbee & Duane Tyson Busbee his wife

to The Capital Building and Loan Association of Baltimore City bearing date the 26th day of May, 1955 and recorded among the mortgage records of Anne Arundel County in Liber J.H.H. No. 932 Folio 376 and he

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden John O. Dumler

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

In Testimony Whereof, the above bounden John O. Dumler

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

Signed, sealed and delivered in the presence of:

Antoinette M. Granese  
Antoinette M. Granese

John O. Dumler (SEAL)  
John O. Dumler

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

C. Berg  
C. Berg

As to Surety

E. V. Shockley  
E. V. Shockley

Attorney-in-Fact

MD3228a-500, 1-51 129351  
Mortgagee's or Attorney's Bond

approved this 25 Oct., 1955  
George T. Cromwell, Clerk

70, 1, 7, 5 Oct. 1955



State of Maryland, Baltimore City, sd:

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of MARYLAND, does hereby constitute and appoint E. V. Shockley its Attorney-in-Fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in any Court in or of the State of Maryland and it does hereby declare that all such bonds signed and executed by its said Attorney-in-Fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND duly affixed by its Vice-President and attested by its Assistant Secretary, this 21st day of April, 1932.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST: J. G. YOST  
Assistant Secretary

By: E. R. NUTTALL  
Vice President



I HEREBY CERTIFY that the above is a correct and true copy of the original Power of Attorney.

October 24, 1955

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

R. D. GILLISS

Assistant Secretary

THE CAPITAL BUILDING AND LOAN  
ASSOCIATION OF BALTIMORE CITY

IN THE CIRCUIT COURT

VS.

FOR

JOSEPH I. BUSBEE, and  
DUANE TYSON BUSBEE, his wife

ANNE ARUNDEL COUNTY  
(In Equity)  
Case No. 11,499

KOHLERMAN AND DUMLER,  
Solicitors  
1406 Edgely Building,  
Baltimore 1, Maryland

**Mortgage Sale**

OF DESIRABLE FEE SIMPLE  
COMMERCIAL AND RESIDENTIAL  
PROPERTY  
CAPE ST. CLAIRE  
THIRD DISTRICT  
ANNE ARUNDEL COUNTY

Under and by virtue of the power and authority contained in a mortgage from Joseph L. Busbee and Duane Tyson Busbee, his wife to The Capital Building and Loan Association of Baltimore City dated May 24, 1955, recorded among

the Land Records of Anne Arundel County in J. H. H. 032, folio 376, (default having occurred thereunder), the undersigned the attorney named in said mortgage will sell at public auction on the premises on Thursday, October 27, 1955 at 2:00 o'clock and 2:30 o'clock respectively all those lots of ground situate and lying in the Third District of Anne Arundel County in the State of Maryland and described as follows:

At 2:00 o'clock P. M. all that lot of ground known and designated as Lot No. 20, Block J on a plat entitled "Cape St. Claire, Deep Creek Subdivision Section 2", which plat is dated March 1, 1950, and is filed among the plat records of Anne Arundel County in Plat Book 22, folio 21. Said property is located on the Southeast side of Ramblewood Drive 175 feet more or less east of Greenholly Drive and fronts 70 feet more or less on said Ramblewood Drive as shown on said plat.

The above property is in fee simple and is improved by a masonry dwelling.

At 2:30 o'clock P. M. all those lots of ground being known and designated as Lots 6, 7, and 8 on plat entitled "Cape St. Claire Commercial Center," which said plat is dated May 15, 1950 and is filed among the plat records of Anne Arundel in Plat Book 22, folio 17. Said lots having a combined frontage of 60 feet on the public center area adjacent to Persimmon Point Road, and a depth of 100 feet as shown on the aforesaid plat of the commercial center.

The improvements consist of a one story masonry building now occupied by a hardware store, variety store and laundry and two unoccupied offices.

The above properties are subject to restrictions of record affecting properties in Cape St. Claire.

**TERMS OF SALE:** A cash deposit of \$500.00 will be required of the purchaser at the time and place of sale for each of the above described parcels. Balance of purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County, to bear interest from day of sale to date of settlement. Taxes and all other public charges to be adjusted to day of sale.

JOHN O. DUMLER,  
Attorney Named in Mortgage.  
E. T. NEWELL & Co., INC. Auctioneers.

0-20

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 27th day of October, 1955, sold the property described in the attached advertisement of sale at and for the sum of \$ 20,000.00 to The Capital Building and Loan Association of Baltimore City being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

*John M. Miller Jr.*  
E. T. Newell & Co. Auctioneer  
John M. Miller Jr

PURCHASER'S AGREEMENT

We hereby certify that we have this 27th day of October, 1955, purchased the property described in the attached advertisement of sale from John O. Dumler, Attorney named in mortgage, at and for the sum of \$ 20,000.00 and we hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

The Capital Building & Loan Association  
of Baltimore City

TEST:

By:

*Marty E. Bauer*  
Marty E. Bauer

*Carl F. Dockman*  
Carl F. Dockman, Purchaser  
President

Filed 10 Nov, 1955.

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY	:	IN THE CIRCUIT COURT
	:	
VS.	:	FOR
	:	
JOSEPH I. BUSBEE, and DUANE TYSON BUSBEE, his wife	:	ANNE ARUNDEL COUNTY (In Equity) Case No. 11499
.....oOo.....		

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

The report of sale of John O. Dumler, Attorney named in the mortgage, to make sale of the fee simple property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Capital Gazette, a newspaper published in Anne Arundel County, for more than twenty days preceding the day of sale, the said John O. Dumler, Attorney named in mortgage, did, pursuant to said notice on the twenty-seventh day of October, 1955 at 2:00 O'Clock P. M. sell on the premises the fee simple property known as Lot 20, Block J, Cape St. Claire, Deep Creek Subdivision Section 2, unto The Capital Building and Loan Association of Baltimore City at and for the sum of Eight Thousand Dollars (\$8,000) cash, the said The Capital Building and Loan Association having offered the greatest price therefor; and the said John O. Dumler, Attorney as aforesaid did pursuant to said notice on the same day at 2:30 o'clock sell on the premises the property known and designated as Lots 6, 7, and 8, Cape St. Claire Commercial Center unto The Capital Building and Loan Association of Baltimore City, at and for the sum of Twelve Thousand Dollars (\$12,000.00). The said, The Capital Building and Loan Association having offered the greatest price therefor.

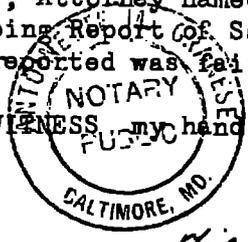
Total amount of sale Twenty Thousand Dollars (\$20,000.00).

*John O. Dumler*  
 John O. Dumler, Attorney named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 8th day of November, in the year one thousand nine hundred and fifty-five, before me, the subscriber a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid personally appeared John O. Dumler, Attorney named in mortgage, and made oath that the facts stated in the foregoing Report of Sale are true as therein set forth and that the said sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.



*Antoinette M. Granese*  
 Antoinette M. Granese Notary Public

Filed 10 Nov, 1955 My commission expires May 6, 1957.

The Capital Building And Loan  
Association Of Baltimore City  
versus  
Joseph I. Busbee and  
Duane Tyson Busbee, his wife

IN THE  
CIRCUIT COURT  
FOR  
ANNE ARUNDEL COUNTY

No. 11,499 Equity

Ordered, this 10 day of November, 19 55, That the sale of the  
Property in these Proceedings mentioned,  
made and reported by John O. Dumler, Attorney named in Mortgage,  
~~XXXXXX~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19  
day of December next; Provided, a copy of this Order be inserted in some newspaper  
published in Anne Arundel County, once in each of three successive weeks before the 19  
day of December next.

The report states that the amount of sales <sup>was</sup> ~~was~~ \$ 20,000.00.

*George J. Cromwell,* Clerk.

True Copy.

TEST: \_\_\_\_\_ Clerk.

(Final Order)

*Filed 10 Nov, 1955.*

The Capital Building And Loan  
Association Of Baltimore City  
versus  
Joseph I. Busbee and  
Duane Tyson Busbee, his wife

IN THE  
CIRCUIT COURT  
FOR  
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 20<sup>th</sup> day of December, 1955,  
that the sale made and reported by the ~~Attorney~~ <sup>Attorney</sup> aforesaid, be and the same ~~is~~ <sup>is</sup> 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~~ <sup>Attorney</sup> allowed the usual commissions and such proper expenses as he shall pro-  
duce vouchers for the Auditor.

*Benjamin Michaelson*  
Judge.

*Filed: 20 Dec. 1955*

# 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. 11,499 EQUITY  
The Capital Building And Loan  
Association Of Baltimore City,  
versus  
Joseph I. Busbee and  
Duane Tyson Busbee, his wife.  
Ordered, this 10th day of November,  
1955, That the sale of the Property in  
these Proceedings mentioned, made and  
reported by John O. Dumlér, Attorney  
named in Mortgage, BE RATIFIED  
AND CONFIRMED, unless cause to  
the contrary thereof 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.  
The report states that the amount  
of sale was \$20,000.00.  
GEORGE T. CROMWELL, Clerk,  
True Copy, TEST:  
GEORGE T. CROMWELL, Clerk.  
d-8

## CERTIFICATE OF PUBLICATION

Annapolis, Md., December 19, 1955

We hereby certify, that the annexed

Order Nisi Sale  
Eq. 11, 499.  
Joseph I. Busbee  
\$20,000.00

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 19th

day of December, 1955. The first

insertion being made the 17th day of

November, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. V. Tilghman

No. M.G. 1624

Filed: 19 Dec 1955



Dr. The Capital Building and Loan Association of Baltimore City Vs. in ac.  
Joseph I. Busbee and Duane Tyson Busbee, his wife

To Attorney for Fee, viz:	75 00		
To Attorney for Commissions, viz:	632 85		707 85
To Attorney for Court costs, viz:			
Plaintiff's Solicitor's appearance fee	10 00		
Clerk of Court - Court costs	29 50		
Auditor - stating this account	13 50		53 00
To Attorney for Expenses, viz:			
Capital-Gazette Press - advertising sale	48 76		
Capital-Gazette Press - order nisi (sale)	8 00		
Capital-Gazette Press - order nisi (acct)	6 00		
The Sun - advertising sale	14 60		
Fidelity & Deposit Co. of Md. - bond premiums	104 00		
E. T. Newell & Co. - auctioneer's fee	50 00		
One-half Federal documentary stamps	11 00		
One-half State documentary stamps	11 00		
Antoinette M. Granese - notary fees	1 00		254 36
To The Capital Building & Loan Ass'n of Baltimore City, mortgagee - this balance on account mortgage claim	19,080 80		19,080 80
			20,096 01
Amount of mortgage claim filed	25,765 24		
Cr. Amount allowed above	19,080 80		
Balance subject to decree in personam	6,684 44		



ORDER NISI

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

The Capital Building and Loan  
Association of Baltimore City  
VERSUS  
Joseph I. Busbee  
and  
Duane Tyson Busbee, his wife

No. 11,499

Equity.

ORDERED, This 3rd day of January, 1956, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 6th day of February next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of February next.

*Filed: 3 Jan 1956*  
*George J. Cromwell, Clerk*  
In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 6th day of February, 1957, that the foregoing 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 ~~same~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

*Benjamin Richards*  
Judge

FILED

1957 FEB -6 PM 3:44

# 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. 11,499 Equity  
THE CAPITAL BUILDING & LOAN  
ASSOCIATION of Baltimore City

vs.  
JOSEPH T. BUSBEE and DUANE  
TYSON BUSBEE, his wife.

Ordered, this 3rd day of January, 1956,  
That the Report and Account of the  
Auditor, filed this day in the above en-  
titled cause BE RATIFIED AND CON-  
FIRMED, unless cause to the contrary  
be shown on or before the 8th day of  
February next; Provided, a copy of  
this Order be inserted in some news-  
paper published in Anne Arundel  
County, once in each of three successive  
weeks before the 6th day of February  
next.

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

J-10

## CERTIFICATE OF PUBLICATION

Annapolis, Md., February 14, 1956

We hereby certify, that the annexed

Order Nisi, Eq. 11,499  
Auditor Account.

Joseph T. Busbee

was published in

## Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 3

successive weeks before the 6th

day of February, 1956. The first

insertion being made the 15th day of

January, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Fitzgibbon

FILED  
1957 FEB 10 10:25  
1957 FEB 6 AM 10:25

THE CAPITAL BUILDING AND LOAN  
ASSOCIATION OF BALTIMORE CITY

VS.

DONN N. BENT and  
GAIL J. BENT, his wife

.....oOo.....

IN THE CIRCUIT COURT

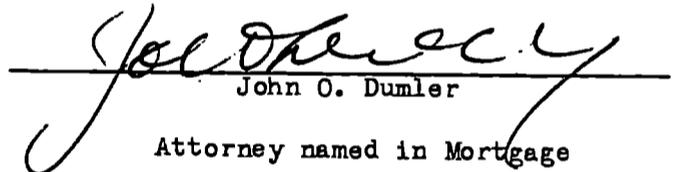
FOR

ANNE ARUNDEL COUNTY  
(In Equity)

*No. 11,530 Equity*

Mr. Clerk:

Please docket the above entitled case, and file the enclosed  
mortgage as Plaintiff's Exhibit "A".

  
John O. Dumler  
Attorney named in Mortgage

*Filed: 18 Oct 1955*

[DR.—CITY OR COUNTY]

VS.

# Mortgage

DONN N. BENT and GAIL J. BENT, his wife

THIS MORTGAGE, Made this 15th day of January, Plaintiff's Exhibit "A" Nineteen Hundred and Fifty-three, by and between Donn N. Bent and Gail J. Bent, his wife,

of Washington, in the District of Columbia, ~~in the State of Maryland~~, hereinafter called the Mortgagor, and THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the said Mortgagor, being a member of the said body corporate, has received therefrom an advance or loan of Fifty-five Hundred Dollars (\$ 5500.00 ), said advance or loan having been used in part payment of the purchase money for the property hereinafter described; and

WHEREAS, the said Mortgagor being therefore justly indebted unto the Mortgagee for borrowed money in the said principal sum of Fifty-five Hundred Dollars (\$ 5500.00 ), the said Mortgagor does hereby covenant to repay the same, with interest at the rate of six per centum ( 6% ) per annum, computed monthly, unto the Mortgagee, or its assigns, at the office of the Mortgagee, or its assigns, in monthly instalments (including principal and interest) of Forty-seven Dollars (\$ 47.00 ), plus one-twelfth of the annual taxes, water rents, ground rent, if any, insurance premiums, and other public charges and assessments, commencing on the first day of February, 1953, and continuing on the first day of each month thereafter until the principal, interest and such charges as may be imposed upon the said Mortgagor under the by-laws of said body corporate, (which by-laws are hereby referred to and expressly made a part hereof), are fully paid.

The said instalment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rents, assessments or public charges of every nature and description, ground rent, if any, insurance premiums and other charges affecting the hereinafter described premises; and, (3) towards the payment of the aforesaid principal sum.

The said Mortgagor agrees to pay a "late charge" not to exceed four per cent (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

AND WHEREAS, this mortgage shall also secure future advances so far as is legally permissible at the date hereof.

THIS mortgage loan may be prepaid, in whole or in part, and when the amount prepaid equals or exceeds twenty per cent of the original principal amount of the loan, ninety days' interest on the amount prepaid will be charged as a consideration for the acceptance of such prepayment.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and the sum of One Dollar, this day paid, the receipt whereof is hereby acknowledged, the said Mortgagor

does hereby grant, convey and assign unto the said Mortgagee, its successors and assigns, all that lot(s) of ground situate, lying and being in Anne Arundel County State of Maryland, and particularly described as follows:

BEGINNING for the same at a pipe set on the easternmost corner of Lot Numbered One Hundred Eighty-one (181) as intended to be shown on the plat of Sylvan Shores, filed among the Plat Records of Anne Arundel County in Plat Cabinet #1, Rod Y, Plat #3; and running from thence and with the north side of a reserved area called Central Park, North sixty-five degrees west one hundred twenty-seven feet (N 65° W 127') to a pipe set at the west end of a wall, said pipe being set on the northeast side and at the end of a road called Parkway G; thence with the northeast side of said Parkway, North thirty-eight degrees fifty-two minutes west four feet (N 38° 52' W 4') to where a fence line now intersects the said parkway; thence with said fence line and across Lot Numbered One Hundred Eighty-one (181), North fifty-seven degrees thirty minutes east eighty-eight and eight-tenths feet (N 57° 30' E 88.8') to a tree located at the

northeast end of the aforementioned fence in the easternmost line of Lot Numbered One Hundred Eighty-one (181); thence with said line, South twenty-two degrees thirty-three minutes east one hundred thirteen feet (S 22° 33' E 113') to the place of beginning.

BEING the southernmost portion of Lot Numbered One Hundred Eighty-one (181) as shown on the above mentioned plat and as surveyed, through accepting the here-before described points as shown by the owners as the proper and correct points, by J.R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in June, 1946.

BEING the same lot of ground which, by deed dated September 6, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 380, folio 269, was granted and conveyed by Royal H. Trembly and wife to the herein named 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 attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures.

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

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

It is agreed that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary, and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced shall be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to.

And the said Mortgagor does further covenant and agree:

1. To repay the indebtedness, together with interest, as herein provided.
2. To keep the improvements on said property in good repair, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies designated by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.
3. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time.
4. To pay all taxes, water rent, ground rent, if any, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate herein agreed to from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with interest thereon.
5. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.
6. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the Mortgagor(s), by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the Mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided, at the option of the Mortgagee.
7. That the whole of said Mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly instalment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days.
8. That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.

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

AND the said Mortgagor, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, does hereby (1) declare his assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); and the said Mortgagor does hereby (2) also authorize the said Mortgagee, its successors or assigns, or Harry A. Kohlerman or John O. Dumler, its duly authorized Attorneys, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in the county or city in which the land is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of Seventy-five Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making said sale equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagor, or his assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor, or his assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

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

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

WITNESS:

<p><i>Antoinette M. Granese</i>                  _____                  Antoinette M. Granese</p>	<p><i>Donn N. Bent</i> (SEAL)                  _____                  Donn N. Bent</p> <p><i>Gail J. Bent</i> (SEAL)                  _____                  Gail J. Bent</p> <p>_____ (SEAL)</p> <p>_____ (SEAL)</p>
-----------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, That on this 15th day of January, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Donn N. Bent and Gail J. Bent, his wife, known to me to be

the above-named Mortgagor(s), and they acknowledged the foregoing Mortgage to be their act:

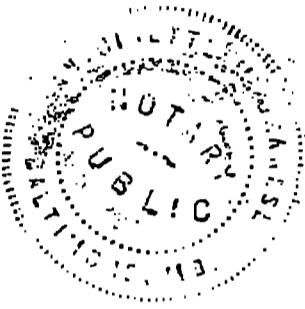
At the same time also personally appeared Carl F. Dockman, the President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said Mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

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

*Antoinette M. Granes*  
Antoinette M. Granes, Notary Public

My commission expires May 4, 1953

Recorded-20th-Jany-1953-at-10:00-A.M.



ANNE ARUNDEL COUNTY

**Mortgage**

30609

FROM

DONN N. BENT

AND WIFE

TO

THE CAPITAL  
BUILDING AND LOAN ASSOCIATION  
OF BALTIMORE CITY

*Received for Record 20 Day  
of Jan 1953 at 10 A.M.  
and the same day, recorded in Liber  
J.H.H., No. 734 Fol. 271, Land  
Records of Anne Arundel County.  
John M. to the [Signature]*

KOHLERMAN AND DUMLER  
Attorneys at Law  
Baltimore, Maryland

*John M. to the [Signature]*

File No. 11356-T

Property:

Part of Lot 181  
Section B,  
Sylvan Shores

Description approved

Execution approved  
*[Signature]*

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY	:	IN THE CIRCUIT COURT
	:	
VS.	:	FOR
	:	
DONN N. BENT and GAIL J. BENT, his wife	:	ANNE ARUNDEL COUNTY (In Equity)
.....oOo.....	:	No. 11,530

I HEREBY CERTIFY, that on this *13th* day of *October* 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Charles F. Loos, Vice President of The Capital Building and Loan Association of Baltimore City, Plaintiff in the above entitled case, and made oath in due form of law that the Defendants, Donn N. Bent and Gail J. Bent, his wife, against whom the above case has been docketed, are not in the Military Service of the United States, or of any nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps and have not been ordered to report for service therein.

*Isabelle Bowes*  
 Isabelle Bowes



*Charles F. Loos*  
 Charles F. Loos Affiant

*Filed: 18 Oct 1955*

THE CAPITAL BUILDING AND LOAN	:	IN THE CIRCUIT COURT
ASSOCIATION OF BALTIMORE CITY	:	
	:	FOR
VS.	:	
	:	ANNE ARUNDEL COUNTY
DONN N. BENT and	:	(In Equity)
GAIL J. BENT, his wife	:	No. 11,530

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage dated January 15, 1953	\$ 5500.00
Interest to November 16, 1955	<u>13.28</u>
TOTAL	\$ 5513.28
Less payments to date	<u>521.17</u>
BALANCE DUE	\$ 4992.11

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY that on this 7th day of November, in the year one thousand nine hundred fifty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared Mary E. Bauer, Secretary of The Capital Building and Loan Association of Baltimore City, and made oath in due form of law that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.



*Antoinette M. Granese*  
 Antoinette M. Granese Notary Public

My commission expires May 6, 1957.

*Filed 10 Nov., 1955*

# Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE 3

*No. 11,530 Equity*

KNOW ALL MEN BY THESE PRESENTS:

That we, John O. Dumler  
Fidelity Building  
Baltimore, Maryland as Principal,

and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of FIVE THOUSAND FIVE HUNDRED AND 00/100 - - - - -

- - - - - (\$5,500.00) Dollars,

to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 1st day of November  
in the year of our Lord nineteen hundred and fifty-five.

Whereas, the above bounden John O. Dumler

by virtue of the power contained in a mortgage from Donn N. Bent and Gail J. Bent,  
his wife

to The Capital Building and Loan Association of Baltimore City

bearing date the 15th day of January 1953 and recorded

among the mortgage records of Anne Arundel County

in Liber J.H.H. No. 734 Folio 271 and he

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden  
John O. Dumler

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

In Testimony Whereof, the above bounden John O. Dumler

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

Signed, sealed and delivered in the presence of:

Gloria Novak  
Gloria Novak

John O. Dumler (SEAL)  
John O. Dumler  
(SEAL)

Witness:

C. Berg  
C. Berg  
MD3228a-500, 1-51 129351  
Mortgagee's or Attorney's Bond

FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
By E. V. Shockley  
E. V. Shockley  
As to Surety  
Attorney-in-Fact

*Approved this 10 Nov, 1955*  
*George J. Cromwell, Clerk*

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of MARYLAND, does hereby constitute and appoint E. V. Stockley its Attorney-in-Fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in any Court in or of the State of Maryland and it does hereby declare that all such bonds signed and executed by its said Attorney-in-Fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND duly affixed by its Vice-President and attested by its Assistant Secretary, this 21st day of April, 1932.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



ATTEST: J. G. YOST  
Assistant Secretary

By: E. H. NUTTLE  
Vice-President

I HEREBY CERTIFY that the above is a correct and true copy of the original Power of Attorney:  
November 1, 19 55

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

*R. D. Gilliss*  
R. D. GILLISS Assistant Secretary

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

IN THE CIRCUIT COURT

VS.

FOR

ANNE ARUNDEL COUNTY

DONN N. BENT and GAIL J. BENT, his wife

(In Equity)

No. 11,530

KOHLERMAN AND DUMLER, Solicitors 1406 Fidelity Building, Baltimore 1, Maryland.

AUCTIONEER'S CERTIFICATE

Mortgage Sale

OF DESIRABLE FEE SIMPLE RESIDENTIAL PROPERTY At SYLVAN SHORES, SECOND DISTRICT of ANNE ARUNDEL COUNTY, situate on the east side of Parkway G, near South River.

I hereby certify that I have this 16th day of November, 1955, sold the property described in the attached advertisement of sale at and for the sum of \$ 5350.00 to The Capital Building and Loan Association of Baltimore City, they being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

E.T. NEWELL & CO., INC.

By: [Signature] John M. Miller, Jr. Auctioneer

Under and by virtue of the power and authority contained in a mortgage from Donn N. Bent and Gail J. Bent, his wife to The Capital Building and Loan Association of Baltimore City, a body corporate, dated January 15th, 1953, recorded among the Land Records of Anne Arundel County in Liber J. H. H.

No. 734, folio 271 (default having occurred thereunder) the undersigned, the attorney named in said mortgage, will sell at public auction, on the premises, on Wednesday, the 16th day of November, 1955 at 3:00 o'clock p. m., all that lot of ground situate and lying in Anne Arundel County, State of Maryland and being described as follows:

BEGINNING for the same at a pipe set on the easternmost corner of Lot Numbered One Hundred Eighty-one (181) as intended to be shown on the plat of Sylvan Shores, filed among the Plat Records of Anne Arundel County in Plat Cabinet No. 1 Box Y, Plat No. 8; and running from thence and with the north side of a reserved area called Central Park, North sixty-five degrees west one hundred twenty-seven feet (N 65 degrees W 127') to a pipe set at the west end of a wall, said pipe being set on the northeast side and at the end of a road called Parkway G; thence with the northeast side of said Parkway, North thirty-eight degrees fifty-two minutes west four feet (N 38 degrees 52' W 4') to where a fence line now intersects the said parkway; thence with said fence line and across Lot Numbered One Hundred Eight-one (181), North fifty-seven degrees thirty minutes east eight-eighths and eight-tenths feet (N 57 degrees 30' E 88 8/10) to a tree located at the northeast end of the aforementioned fence in the easternmost line of Lot Numbered One Hundred Eighty-one (181); thence with said line, South twenty-two degrees thirty three minutes east one hundred thirteen feet (S 22 degrees 33' E 113') to the place of beginning.

The above property is in fee simple and is improved by a frame dwelling.

TERMS OF SALE: a cash deposit of \$500.00 will be required of the purchaser at time and place of sale. Balance of purchase upon final ratification of sale by the Circuit Court for Anne Arundel County, to hear interest from day of sale, to day of settlement, at six per cent (6%) per annum. Taxes and all other public charges, if any, to be adjusted to day of sale.

JOHN O. DUMLER, Attorney named in Mortgage. E. T. NEWELL & CO. INC., Auctioneers.

PURCHASER'S AGREEMENT

We hereby certify that we have this 16th day of November, 1955, purchased the property described in the attached advertisement of sale from John O. Dumler, Attorney named in mortgage, at and for the sum of \$ 5350.00 and we hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

TEST: THE CAPITAL BLDG. & LOAN ASSN. OF BALTIMORE CITY

By: [Signature] Joseph J. Dockman, Purchaser. Mary E. Bauer

Filed 25 Nov, 1955

THE CAPITAL BUILDING AND LOAN  
ASSOCIATION OF BALTIMORE CITY

IN THE CIRCUIT COURT

VS.

FOR

DONN N. BENT and  
GAIL J. BENT, his wife

ANNE ARUNDEL COUNTY  
(In Equity)

Case No. 11,530

.Docket Folio No.

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

The report of sale of John O. Dumler, Attorney named in the mortgage, to make sale of the fee simple property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Capital Gazette, a newspaper published in Anne Arundel County, for more than twenty days preceding the day of sale, the said John O. Dumler, Attorney named in mortgage, did, pursuant to said notice on the Sixteenth day of November, 1955 at 3:00 p.m. sell on the premises, the aforesaid fee simple property unto The Capital Building and Loan Association of Baltimore City, at and for the sum of Fifty-three Hundred and Fifty Dollars (\$5350.00) cash, the said The Capital Building and Loan Association of Baltimore City, having offered the greatest price therefor.

*John O. Dumler*  
John O. Dumler  
Attorney named in Mortgage.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 22nd day of November, in the year one thousand nine hundred and fifty-five, before me, the subscriber a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid personally appeared John O. Dumler, Attorney named in mortgage, and made oath that the facts stated in the foregoing Report of Sale are true as therein set forth and that the said sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.



*Antoinette M. Granese*  
Antoinette M. Granese Notary Public

My commission expires May 6, 1957.

Filed: 25 Nov. 1955

THE CAPITAL BUILDING AND LOAN  
ASSOCIATION OF BALTIMORE CITY

versus

DONN N. BENT and  
GAIL J. BENT, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,530 Equity

Ordered, this 25 day of November, 1955, That the sale of the  
Property in these Proceedings mentioned,  
made and reported by John O. Dumlér, Attorney named in Mortgage,  
~~XXXXXXXX~~

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

The report states that the amount of sale ~~was~~ <sup>was</sup> \$5,350.00.

*George T. Crowell*, Clerk.

True Copy,

TEST: *Filed 25 Nov., 1955.* Clerk.

(Final Order)

THE CAPITAL BUILDING AND LOAN  
ASSOCIATION OF BALTIMORE CITY

versus

DONN N. BENT and  
GAIL J. BENT, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 23 day of January, 1956,  
that the sale made and reported by the ~~Attorney~~ <sup>Attorney</sup> aforesaid, be and the same ~~is~~ <sup>is</sup> 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~~ <sup>Attorney</sup> allowed the usual commissions and such proper expenses as he shall pro-  
duce vouchers for the Auditor.

*Benjamin Nicholas*  
Judge

Filed JAN 23 1956

# 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. 11,530 Equity  
THE CAPITAL BUILDING AND  
LOAN ASSOCIATION OF BALTI-  
MORE CITY

Vs.

DONN N. BENT and GAIL J. BENT,  
his wife

Ordered, this 25th day of November,  
1955. That the sale of the Property in  
these Proceedings mentioned, made and  
reported by John O. Dunler, Attorney  
named in Mortgage, BE RATIFIED  
AND CONFIRMED, unless cause to the  
contrary thereof be shown on or before  
the 3rd day of January next; Provided,  
a copy of this Order be inserted in some  
newspaper published in Anne Arundel  
County, once in each of three successive  
weeks before the 3rd day of January  
next.

The report states that the amount of  
sale was \$7,350.00.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

d-22

## CERTIFICATE OF PUBLICATION

Annapolis, Md., January 20, 1956

We hereby certify, that the annexed

Order Nisi - Sale - No 11,530

Donn N. Bent

was published in

### Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel  
County, Maryland, once a week for 4

successive weeks before the 3rd

day of January, 1956. The first  
insertion being made the 1st day of

December, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By Minnie Tate

Filed JAN 23 1956

No. M.G. 5735







ORDER NISI

The Capital Building & Loan  
Association of Baltimore City  
VERSUS  
Donn N. Bent  
and  
Gail J. Bent, his wife

In the  
CIRCUIT COURT  
For  
ANNE ARUNDEL COUNTY

No. 11,530 Equity.

ORDERED, This 1st day of February, 1956, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 12th day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of March next.

Filed FEB 1 1956  
George J. Cromwell, Clerk  
In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 6th day of February, 1957, that the foregoing 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 ~~same~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Nicholas  
Judge

FILED

1957 FEB -6 PM 3:43

# 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. H.530 EQUITY  
The Capital Building & Loan  
Association of Baltimore City,  
versus  
Donna N. Bent and  
Gail J. Bent, his wife.  
Ordered, this 1st day of February,  
1956, That the Report and Account of  
the Auditor, filed this day in the above  
entitled cause BE RATIFIED AND  
CONFIRMED, unless cause to the con-  
trary be shown on or before the 12th  
day of March next; Provided, a copy  
of this Order be inserted in some news-  
paper published in Anne Arundel Coun-  
ty, once in each of three successive  
weeks before the 12th day of March  
next.  
GEORGE T. CROMWELL, Clerk,  
True Copy, TEST:  
GEORGE T. CROMWELL, Clerk.  
f-23

## CERTIFICATE OF PUBLICATION

Annapolis, Md., February 24, 1956

We hereby certify, that the annexed

Order Nisi Eq. 11,530  
Auditor's Account

Donna N. Bent.

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 12th

day of March, 1956. The first

insertion being made the 9th day of

February, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By

H. Tilghman

No. M.G. 4-71957 FEB -6 AM 10:27

FILED

FEB 27

12

THE CAPITAL BUILDING AND LOAN  
ASSOCIATION OF BALTIMORE CITY

VS.

STANLEY E. HYSON and  
DORIS E. HYSON, his wife

.....000.....

IN THE CIRCUIT COURT

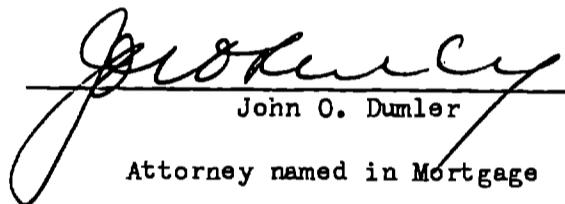
FOR

ANNE ARUNDEL COUNTY  
(In Equity)

*No. 11,531 Equity*

Mr. Clerk:

Please docket the above entitled case, and file the enclosed mortgage as Plaintiff's Exhibit "A".

  
John O. Dumler  
Attorney named in Mortgage

*Filed: 18 Oct. 1955*

[DR.—CITY OR COUNTY]

STANLEY E. HYSON and DORIS E. HYSON his wife

# Mortgage

Plaintiff's Exhibit "A"

THIS MORTGAGE, Made this 27th day of February, in the year Nineteen Hundred and Fifty-three, by and between Stanley E. Hyson and Doris E. Hyson, his wife,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the said Mortgagor, being a member of the said body corporate, has received therefrom an advance or loan of Sixteen Hundred Dollars (\$ 1600.00 ), said advance or loan having been used in part payment of the purchase money for the property hereinafter described; and

WHEREAS, the said Mortgagor being therefore justly indebted unto the Mortgagee for borrowed money in the said principal sum of Sixteen Hundred Dollars (\$ 1600.00 ), the said Mortgagor does hereby covenant to-repay the same, with interest at the rate of six per centum ( 6% ) per annum, computed monthly, unto the Mortgagee, or its assigns, at the office of the Mortgagee, or its assigns, in monthly instalments (including principal and interest) of Twenty Dollars (\$ 20.00 ), plus one-twelfth of the annual taxes, water rents, ground rent, if any, insurance premiums, and other public charges and assessments, commencing on the first day of March, 1953, and continuing on the first day of each month thereafter until the principal, interest and such charges as may be imposed upon the said Mortgagor under the by-laws of said body corporate, (which by-laws are hereby referred to and expressly made a part hereof), are fully paid.

The said instalment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rents, assessments or public charges of every nature and description, ground rent, if any, insurance premiums and other charges affecting the hereinafter described premises; and, (3) towards the payment of the aforesaid principal sum.

The said Mortgagor agrees to pay a "late charge" not to exceed four per cent (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

AND WHEREAS, this mortgage shall also secure future advances so far as is legally permissible at the date hereof.

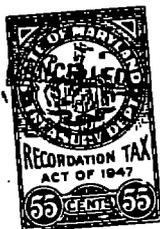
THIS mortgage loan may be prepaid, in whole or in part, and when the amount prepaid equals or exceeds twenty per cent of the original principal amount of the loan, ninety days' interest on the amount prepaid will be charged as a consideration for the acceptance of such prepayment.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and the sum of One Dollar, this day paid, the receipt whereof is hereby acknowledged, the said Mortgagor

does hereby grant, convey and assign unto the said Mortgagee, its successors and assigns, all that lot(s) of ground situate, lying and being in the Fifth District of Anne Arundel County, State of Maryland, and particularly described as follows:

BEING all that lot of ground situate on the south side of Second Avenue, which is more particularly described in a deed from Harry Lee Hyson, Sr., widower, to the herein named Mortgagors, dated October 15, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 597, folio 400, reference to which deed is hereby made for a more full and complete description of said lot of ground.



Filed: 18 Oct. 1955

TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures.

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

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

It is agreed that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary, and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced shall be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to.

And the said Mortgagor does further covenant and agree:

1. To repay the indebtedness, together with interest, as herein provided.
2. To keep the improvements on said property in good repair, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies designated by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.
3. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time.
4. To pay all taxes, water rent, ground rent, if any, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate herein agreed to from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with interest thereon.
5. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.
6. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the Mortgagor(s), by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the Mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided, at the option of the Mortgagee.
7. That the whole of said Mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly instalment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days.
8. That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.

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

AND the said Mortgagor, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, does hereby (1) declare his assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); and the said Mortgagor does hereby (2) also authorize the said Mortgagee, its successors or assigns, or Harry A. Kohlerman or John O. Dumler, its duly authorized Attorneys, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in the county or city in which the land is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of Seventy-five Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making said sale equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagor, or his assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor, or his assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

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

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

WITNESS:

Stanley E. Hyson (SEAL)  
Stanley E. Hyson

Antoinette M. Granese  
Antoinette M. Granese

Doris E. Hyson (SEAL)  
Doris E. Hyson

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, That on this 27th day of February, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Stanley E. Hyson and Doris E. Hyson, his wife, known to me to be

the above-named Mortgagor(s), and they acknowledged the foregoing Mortgage to be their act:

At the same time also personally appeared Carl F. Dockman, the President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said Mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

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

*Antoinette M. Granese*  
Antoinette M. Granese Notary Public

My commission expires May 4, 1953

Recorded: March 6, 1953 at 9.50 A.M.



ANNE ARUNDEL COUNTY

Mortgage

30640

FROM

STANLEY E. HYSON

AND WIFE

TO

THE CAPITAL  
BUILDING AND LOAN ASSOCIATION  
OF BALTIMORE CITY

*Mar 11 1953 9:50 A.M.  
741 519  
John W. [unclear]*

KOHLERMAN AND DUMLER

Attorneys at Law

Baltimore, Maryland

*[Handwritten signature]*

File No. 10361-T

Property:

Lot 122  
Point Pleasant

Description approved

Execution approved

*[Handwritten signature]*

THE CAPITAL BUILDING AND LOAN	:	IN THE CIRCUIT COURT
ASSOCIATION OF BALTIMORE CITY	:	
	:	
VS.	:	FOR
	:	
STANLEY E. HYSON and	:	ANNE ARUNDEL COUNTY
DORIS E. HYSON, his wife	:	(In Equity)
.....oOo.....	:	

I HEREBY CERTIFY, that on this *13th* day of *October* 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Charles F. Loos, Vice President of The Capital Building and Loan Association of Baltimore City, and made oath in due form of law that the Defendants, Stanley E. Hyson and Doris E. Hyson, his wife, against whom the above case has been docketed, are not in the Military Service of the United States, or of any nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps and have not been ordered to report for service therein.

*Isabelle Bowes*  
 Isabelle Bowes  
 Notary Public

*Charles F. Loos*  
 Charles F. Loos      Affiant



*Filed: 18 Oct. 1955*

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY : IN THE CIRCUIT COURT

VS. : FOR

STANLEY E. HYSON and DORIS E. HYSON, his wife . . . : ANNE ARUNDEL COUNTY

(In Equity)  
No. 11,531

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage dated February 27, 1953	\$ 1600.00
Interest to November 16, 1955	<u>3.28</u>
TOTAL	\$ 1603.28
Less payments to date	<u>371.16</u>
BALANCE DUE	\$ 1232.12

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY that on this 7th day of November, in the year one thousand nine hundred fifty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared Mary E. Bauer, Secretary of The Capital Building and Loan Association of Baltimore City, and made oath in due form of law that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.



*Antoinette M. Gramese*  
Antoinette M. Gramese Notary Public  
My commission expires May 6, 1957.

*Filed 10 Nov, 1955.*

# Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

No. 11,531 Equity ✓

KNOW ALL MEN BY THESE PRESENTS:

That we, John O. Dumler  
Fidelity Building  
Baltimore, Maryland as Principal,

and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of TWO THOUSAND AND 00/100 - - - - - Dollars,  
- - - - - (\$2000.00) - - - - -

to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 1st day of November in the year of our Lord nineteen hundred and fifty-five.

Whereas, the above bounden John O. Dumler

by virtue of the power contained in a mortgage from Stanley E. Hyson and Doris E. Hyson, his wife

to The Capital Building and Loan Association of Baltimore City bearing date the 27th day of February, 1953 and recorded among the mortgage records of Anne Arundel County in Liber JHH No. 741 Folio 519 and he

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden John O. Dumler

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

In Testimony Whereof, the above bounden John O. Dumler

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

Signed, sealed and delivered in the presence of:

Gloria Novak  
GLORIA NOVAK

John O. Dumler (SEAL)  
John O. Dumler

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

C. Berg  
C. BERG As to Surety

E. V. Shockley (SEAL)  
E. V. Shockley Attorney-in-Fact

Approved this 10 Nov., 1955  
George T. Cronwell, Clerk.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of MARYLAND, does hereby constitute and appoint E. V. Shockley its Attorney-in-Fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in any Court in or of the State of Maryland and it does hereby declare that all such bonds signed and executed by its said Attorney-in-Fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND duly affixed by its Vice-President and attested by its Assistant Secretary, this 21st day of April, 1952.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST: J. G. YOST  
Assistant Secretary

By: E. R. NUTTLE  
Vice-President

I HEREBY CERTIFY that the above is a correct and true copy of the original Power of Attorney,  
November 1, 1955.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

*R. D. Gilliss*  
R. D. GILLISS Assistant Secretary



EA

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

IN THE CIRCUIT COURT

VS.

FOR

STANLEY E. HYSON and DORIS E. HYSON, his wife

ANNE ARUNDEL COUNTY (In Equity)

No. 11,531

AUCTIONEER'S CERTIFICATE

KOHLEBMAN AND DUMLER, Solicitors, 1408 Fidelity Building, Baltimore 1, Maryland.

Mortgage Sale

OF DESIRABLE FEE SIMPLE RESIDENTIAL PROPERTY Lot No. 122 Point Pleasant, FIFTH DISTRICT, ANNE ARUNDEL COUNTY.

Under and by virtue of the power and authority contained in a mortgage from Stanley E. Hyson and Doris E. Hyson, his wife to The Capital Building and Loan Association of Baltimore City dated February 27th, 1933, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 741, folio 519, (default having occurred thereunder), the undersigned, the attorney named in said mortgage, will sell at public auction, on the premises, on Wednesday, the 16th day of November, 1955, at 2 o'clock P. M., all that lot of ground situate and lying in Anne Arundel County, State of Maryland and described as follows:

BEGINNING for the same on the south side of Second Avenue as laid out on Plat of Point Pleasant at the end of the fourth line of that parcel of land, which, by deed dated December 30, 1941, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 252, folio 308, was conveyed by The Baltimore Title Company to Harry Lee Hyson, Sr. and wife; and running thence binding on the south side of Second Avenue north sixty-eight degrees thirty-three minutes west fifty feet to the beginning of the sixth line of the land in deed above referred to; thence running and binding on part of said line south twenty-one degrees twenty-seven minutes west one hundred fifty feet; thence running for a new division line south sixty-eight degrees thirty-three minutes east fifty feet to the beginning of the fourth line in deed from Baltimore Title Company to Harry Lee Hyson, Sr. and wife; and thence running with and binding on said line north twenty-one degrees twenty-seven minutes east one hundred fifty feet to the place of beginning.

The above property is in fee simple and is improved by a masonry dwelling.

TERMS OF SALE: A cash deposit of \$500.00 will be required of the purchaser at time and place of sale. Balance of purchase upon final ratification of sale by the Circuit Court for Anne Arundel County, to bear interest from day of sale, to day of settlement, at six per cent (6%) per annum. Taxes and all other public charges, if any, to be adjusted to day of sale.

JOHN O. DUMLER, Attorney named in Mortgage. E. T. NEWELL & CO. INC., Auctioneers.

I hereby certify that I have this 16th day of November, 1955, sold the property described in the attached advertisement of sale at and for the sum of \$1480.00 to The Melton Realty Company, they being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

E.T. NEWELL & CO., Inc.

By: John M. Miller, Jr. Auctioneer

PURCHASER'S AGREEMENT

We hereby certify that we have this 16th day of November, 1955, purchased the property described in the attached advertisement of sale from John O. Dumler, Attorney named in mortgage, at and for the sum of \$ 1480.00 and we hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

THE MELTON REALTY COMPANY

TEST:

Mary Ross

By: Myer Mindel, Purchaser

Filed 25 Nov, 1955

THE CAPITAL BUILDING AND LOAN  
ASSOCIATION OF BALTIMORE CITY

IN THE CIRCUIT COURT

VS.

FOR

STANLEY E. HYSON and  
DORIS E. HYSON, his wife

ANNE ARUNDEL COUNTY  
(In Equity)  
Case No. 11,531  
Folio No.

Docket

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

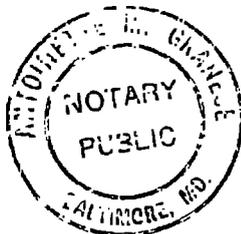
The report of sale of John O. Dumler, Attorney named in the mortgage, to make sale of the fee simple property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Capital Gazette, a newspaper published in Anne Arundel County, for more than twenty days preceding the day of sale, the said John O. Dumler, Attorney named in mortgage, did, pursuant to said notice on the Sixteenth day of November, 1955 at 2:00 p.m. sell on the premises, the aforesaid fee simple property unto The Melton Realty Company, at and for the sum of Fourteen Hundred and Eighty Dollars (\$1480.00) cash, the said The Melton Realty Company, having offered the greatest price therefor.

*John O. Dumler*  
John O. Dumler  
Attorney named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 22nd day of November, in the year one thousand nine hundred and fifty-five, before me, the subscriber a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid personally appeared John O. Dumler, Attorney named in mortgage, and made oath that the facts stated in the foregoing Report of Sale are true as therein set forth and that the said sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.



*Antoinette M. Granese*  
Antoinette M. Granese Notary Public  
My commission expires May 6, 1957.

Filed: 25 Nov. 1955

ORDER NISI

THE CAPITAL BUILDING AND LOAN  
ASSOCIATION OF BALTIMORE CITY

versus

STANLEY E. HYSON and  
DORIS E. HYSON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,531 Equity

Ordered, this 25 day of November, 1955, That the sale of the  
Property in these Proceedings mentioned,  
made and reported by John O. Dumlér, Attorney named in Mortgage,  
~~XXXX~~

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

The report states that the amount of sale ~~was~~ <sup>was</sup> \$1,480.00.

*George T. Cromwell,* Clerk.

True Copy,

TEST: \_\_\_\_\_ Clerk.

(Final Order)

*Filed 25 Nov., 1955.*

THE CAPITAL BUILDING AND LOAN  
ASSOCIATION OF BALTIMORE CITY

versus

STANLEY E. HYSON and  
DORIS E. HYSON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This <sup>11<sup>th</sup></sup> day of *January*, 19-56,  
that the sale made and reported by the ~~attorney~~ <sup>attorney</sup> aforesaid, be and the same <sup>is</sup> 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~~ <sup>attorney</sup> allowed the usual commissions and such proper expenses as he shall pro-  
duce vouchers for the Auditor.

*Benjamin Wechsler*  
Judge

Filed JAN 11 1956

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 11,531 Equity THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

Vs.

STANLEY E. HYSON and DORIS E. HYSON, his wife

Ordered, this 25th day of November, 1955, That the sale of the Property in these Proceedings mentioned, made and reported by John O. Dumler, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 3rd day of January next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd day of January next.

The report states that the amount of sale was \$1,480.00.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

d-22

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 10, 1956

We hereby certify, that the annexed

Order Nisi, Sale

Eq. 11,531

Stanley E. Hyson

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 3rd

day of January, 1956. The first

insertion being made the 1st

December, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Filed JAN 10 1956

No. M.G. 5134



Dr.

The Capital Building and Loan Association of Baltimore City vs. <sup>in ac.</sup>  
 Stanley E. Hyson and Doris E. Hyson, his wife

To Attorney for Fee, viz:	75	00		
To Attorney for Commissions, viz:	76	41	151	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 and furnishing two copies	18	00	56	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	43	76		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	9	70		
Fidelity & Deposit Co. of Md. -bond premium	10	00		
E. T. Newell & Co. - auctioneer's fee	50	00		
One-half Federal documentary stamps		83		
One-half State documentary stamps		82		
Antoinette M. Granese - notary fees	1	00	130	11
To The Capital Building & Loan Association of Baltimore City, mortgagee - this balance on account mortgage claim	1,164	40	1,164	40
			1,501	92
Amount of mortgage claim filed	1,232	12		
Cr. Amount allowed above	1,164	40		
Balance subject to decree in personam	67	72		



ORDER NISI

In the

The Capital Building And Loan  
Association of Baltimore City

CIRCUIT COURT

For

VERSUS

ANNE ARUNDEL COUNTY

Stanley E. Hyson and D  
Doris E. Hyson, his wife

No. 11,531

Equity.

ORDERED, This 23rd day of February, 1956, That the  
Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 2nd  
day of April next; Provided a copy of this Order be inserted in some newspaper  
published in Anne Arundel County, once in each of three successive weeks before the  
2nd day of April next.

Filed FEB 23 1956

George J. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 6th day of February, 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 proceeds apply the proceeds accordingly with a due proportion  
of interest as the same has been or may be received.

Matthew S. Evans  
Judge

FILED

1957 FEB -7 AMTO: 54

# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

## CERTIFICATE OF PUBLICATION

Annapolis, Md., April 11, 1956

We hereby certify, that the annexed

Order Nisi, Eq. 11-531  
Auditor Account

Stanley E. Hyson

was published in

### Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 3

successive weeks before the 2nd

day of April, 1956. The first

insertion being made the 1st day of

March, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. H. Hiltzman

### Order Nisi

IN THE CIRCUIT COURT  
FOR ANNE ARUNDEL COUNTY  
NO. 11,631 EQUITY

The Capital Building and Loan  
Association of Baltimore City  
versus

Stanley E. Hyson and  
Doris E. Hyson, his wife.

Ordered, this 23rd day of February,  
1956, That the Report and Account of  
the Auditor, filed this day in the above  
entitled cause BE RATIFIED AND  
CONFIRMED, unless cause to the con-  
trary be shown on or before the 2nd  
day of April next; Provided, a copy  
of this Order be inserted in some news-  
paper published in Anne Arundel Coun-  
ty, once in each of three successive  
weeks before the 2nd day of April next.

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

m-15

### FILED

No. M1557-4602-6-AM 10:27

17

THE CAPITAL BUILDING AND LOAN ASSOCIATION \*  
OF BALTIMORE CITY \*

IN THE CIRCUIT COURT

FOR

VS.

ANNE ARUNDEL COUNTY

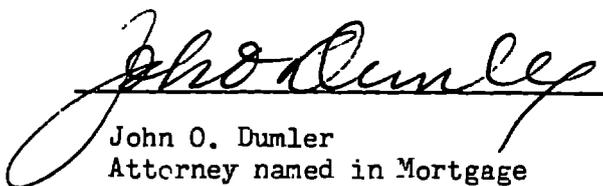
EDGAR S. ROWE, Unmarried

(In Equity)

..... \* ..... No. 11,611 Equity

Mr. Clerk:

Please docket the above entitled case, and file the enclosed mortgage as Plaintiff's Exhibit "A".

  
John O. Dumler  
Attorney named in Mortgage

Filed \_\_\_\_\_ JAN 7 1956

[DR.—CITY OR COUNTY]

# Mortgage

THIS MORTGAGE, Made this 22nd day of September, in the year  
Nineteen Hundred and Fifty-three, by and between Edgar S. Rowe, unmarried,

of Anne Arundel County, in the State of Maryland, hereinafter called the  
Mortgagor, and THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate  
of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the said Mortgagor, being a member of the said body corporate, has received therefrom  
an advance or loan of Forty-five Hundred  
Dollars (\$ 4500.00 ), said advance or loan having been used in part payment of the purchase money  
for the property hereinafter described; and

WHEREAS, the said Mortgagor being therefore justly indebted unto the Mortgagee for borrowed  
money in the said principal sum of Forty-five Hundred  
Dollars (\$ 4500.00 ), the said Mortgagor does hereby covenant to repay the same, with interest at the  
rate of six per centum ( 6% ) per annum, computed monthly, unto the Mortgagee,  
or its assigns, at the office of the Mortgagee, or its assigns, in monthly instalments (including principal  
and interest) of Forty-five Dollars (\$45.00 ),  
plus one-twelfth of the annual taxes, water rents, ground rent, if any, insurance premiums, and other  
public charges and assessments, commencing on the first day of October, 1953, and  
continuing on the first day of each month thereafter until the principal, interest and such charges as may  
be imposed upon the said Mortgagor under the by-laws of said body corporate, (which by-laws are hereby  
referred to and expressly made a part hereof), are fully paid.

The said instalment payments may be applied by the Mortgagee in the following order: (1) to the  
payment of interest; (2) to the payment of all taxes, water rents, assessments or public charges of every  
nature and description, ground rent, if any, insurance premiums and other charges affecting the herein-  
after described premises; and, (3) towards the payment of the aforesaid principal sum.

The said Mortgagor agrees to pay a "late charge" not to exceed four per cent (4%) of any installment  
which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved  
in handling delinquent payments.

AND WHEREAS, this mortgage shall also secure future advances so far as is legally permissible at  
the date hereof.

THIS mortgage loan may be prepaid, in whole or in part, and when the amount prepaid equals or  
exceeds twenty per cent of the original principal amount of the loan, ninety days' interest on the amount  
prepaid will be charged as a consideration for the acceptance of such prepayment.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and the sum  
of One Dollar, this day paid, the receipt whereof is hereby acknowledged, the said Mortgagor

does hereby grant, convey and assign unto the said Mortgagee, its successors and assigns, all those  
lot(s) of ground situate, lying and being in the Third District of Anne Arundel County,  
State of Maryland, and particularly described as follows:

BEING known and designated as Lots Nos. 39 and 40, Section "O", of Riviera Beach,  
with a total frontage of about fifty feet on Arundel Road, as shown on Plat of Riviera  
Beach filed among the Land Records of Anne Arundel County in Plat Book W.N.W. No. 2,  
folio 29, new reference Cabinet 1, Rod F, Plat 14.

FOR TITLE to the herein Mortgagor see a deed dated December 23, 1946, and recorded  
among the Land Records of Anne Arundel County in Liber J.H.H. No. 389, folio 456, from  
James C. Rowe, widower, to Edgar S. Rowe, the said James C. Rowe having reserved unto  
himself a life estate under said Deed. The said James C. Rowe mentioned in said Deed  
has since departed this life on or about July 7, 1947, thereby vesting title in the  
said Edgar S. Rowe.

Plaintiff's Exhibit "A"  
Filed JAN 7 1956



TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures.

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

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

It is agreed that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary, and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced shall be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to.

And the said Mortgagor does further covenant and agree:

1. To repay the indebtedness, together with interest, as herein provided.
2. To keep the improvements on said property in good repair, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies designated by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.
3. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time.
4. To pay all taxes, water rent, ground rent, if any, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate herein agreed to from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with interest thereon.
5. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.
6. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the Mortgagor(s), by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the Mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided, at the option of the Mortgagee.
7. That the whole of said Mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly instalment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days.
8. That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.

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

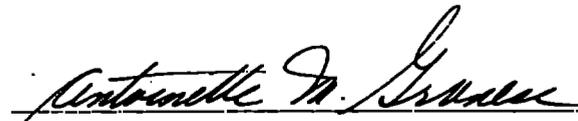
AND the said Mortgagor, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, does hereby (1) declare his assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); and the said Mortgagor does hereby (2) also authorize the said Mortgagee, its successors or assigns, or Harry A. Kohlerman or John O. Dumler, its duly authorized Attorneys, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in the county or city in which the land is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of Seventy-five Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making said sale equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagor, or his assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor, or his assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

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

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

WITNESS:

  
 Edgar S. Rowe (SEAL)

  
 Antoinette M. Granese (SEAL)

\_\_\_\_\_  
 (SEAL)

\_\_\_\_\_  
 (SEAL)

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, That on this 22nd day of September, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Edgar S. Rowe, known to me to be

the above-named Mortgagor(s), and he acknowledged the foregoing Mortgage to be his act:

At the same time also personally appeared Carl F. Dockman, the President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said Mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

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



*Antoinette M. Granese*  
Antoinette M. Granese  
Notary Public  
My commission expires May 2, 1955

Recorded-25th-Sept-1953-at-9:05-A.M.

ANNE ARUNDEL COUNTY

Mortgage

30762

FROM

EDGAR S. ROWE

TO

THE CAPITAL  
BUILDING AND LOAN ASSOCIATION  
OF BALTIMORE CITY

*Received for Record at 9:05 A.M. Sept 25 1953 of No. 30762 and the same duly recorded by Edgar S. Rowe, Notary Public, Baltimore, Md. J. H. H. Attorney at Law*

KOHLERMAN AND DUMLER  
Attorneys at Law  
Baltimore, Maryland

*Ed 6 75*

File No. 2289-T

Property:

Lots 39-40, Sec. 0  
Riviera Beach

Description approved

*Ed*

Execution approved

*Ed*

5

THE CAPITAL BUILDING AND LOAN  
ASSOCIATION OF BALTIMORE CITY

VS.

EDGAR S. ROWE, Unmarried

\*  
\*  
\*  
\*  
\*  
\*

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

(In Equity)

... \* ...

*no. 11,611 Equity*

MILITARY AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared Carl F. Dockman, President of The Capital Building and Loan Association of Baltimore City, and made oath in due form of law that he knows the defendants herein, and that to the best of his information, knowledge and belief.

- (1) said defendant is not in the military service of the United States,
- (2) said defendant is not in the military service of any nation allied with the United States,
- (3) said defendant has not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended,
- (4) said defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for military service.

*Carl F. Dockman*  
Carl F. Dockman Affiant

Subscribed and sworn to before me a Notary Public for the State of Maryland, City of Baltimore, this 5th day of January, 1956.



*Antoinette M. Granese*  
Antoinette M. Granese Notary Public

My commission expires May 6, 1957

JAN 7 1956

Filed \_\_\_\_\_

6.

THE CAPITAL BUILDING AND LOAN  
ASSOCIATION OF BALTIMORE CITY

VS.

EDGAR S. ROWE, unmarried

.....oOo.....

IN THE CIRCUIT COURT

for

ANNE ARUNDEL COUNTY  
(In Equity)

*no. 11,611 Equity*

STATEMENT OF MORTGAGE CLAIM

Amount of Mortgage dated September 22, 1953	\$4500.00
Less payments to date	<u>387.39</u>
TOTAL AMOUNT DUE	\$4112.61

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY that on this *31st* day of January, in the year one thousand nine hundred and fifty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared Mary E. Bauer, Secretary of The Capital Building and Loan Association of Baltimore City, and made oath in due form of law that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.



*Antoinette M. Granese*  
 \_\_\_\_\_  
 Notary Public

Antoinette M. Granese  
My commission expires May 6, 1957.

Filed FEB 2 1956

7

No. 11,611 Equity ✓

# Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE 3

KNOW ALL MEN BY THESE PRESENTS:

That we, John O. Dumler, 1406 Fidelity Building, Baltimore, Maryland

..... as Principal,  
and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws  
of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and  
just sum of Five thousand and 00/100 -----

-----  
(\$5,000.00) - Dollars,

to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we  
bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns  
jointly and severally, firmly by these presents.

Sealed with our seals and dated this 27th day of January  
in the year of our Lord 1956

Whereas, the above bounden John O. Dumler

by virtue of the power contained in a mortgage from Edgar S. Rowe

to The Capital Building and Loan Association of Baltimore City  
bearing date the 22nd day of September, 1953 and recorded

among the mortgage records of Anne Arundel Co., Maryland  
in Liber J.H.H. No. 784 Folio 589 and

John O. Dumler

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden  
John O. Dumler

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

In Testimony Whereof, the above bounden John O. Dumler

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

Signed, sealed and delivered in the presence of:

Rene Beall  
Rudl Beall

John O. Dumler (SEAL)  
..... (SEAL)

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

M. J. Gentile  
M. J. Gentile, As to Surety

By E. V. Shockley (SEAL)  
E. V. Shockley, Attorney  
George J. Cromwell, Clerk

MD3228a-500, 1-51 129351  
Mortgagee's or Attorney's Bond

Bond approved this 2 Feb. 1956

Filed FEB 2 1956

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of MARYLAND, does hereby constitute and appoint E. V. Shockley its Attorney-in-Fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in any Court in or of the State of Maryland and it does hereby declare that all such bonds signed and executed by its said Attorney-in-Fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND duly affixed by its Vice-President and attested by its Assistant Secretary, this 21st day of April, 1932.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

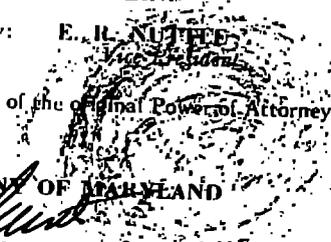
ATTEST: J. G. YOST  
Assistant Secretary

By: E. R. NUTTE

I HEREBY CERTIFY that the above is a correct and true copy of the original Power of Attorney.  
January 27, 1956

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

F. H. Beckwith, Assistant Secretary



THE CAPITAL BUILDING AND LOAN  
ASSOCIATION OF BALTIMORE CITY

VS.

EDGAR S. ROWE

\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*

IN THE CIRCUIT COURT  
FOR

ANNE ARUNDEL COUNTY  
(In Equity)

No. 11,611 Equity

AUCTIONEER'S CERTIFICATE

**Mortgage Sale**

**OF DESIRABLE FEE  
SIMPLE RESIDENTIAL  
PROPERTY IN THE 3rd  
DISTRICT, OF ANNE  
ARUNDEL COUNTY, IN  
RIVIERA BEACH,  
SITUATE ON THE  
NORTHWEST SIDE OF  
ARUNDEL ROAD,  
NORTHEAST OF  
MAIN AVENUE.**

Under and by virtue of the power and authority contained in a mortgage from Edgar S. Rowe, unmarried, to The Capital Building and Loan Association of Baltimore, a body corporate, dated September 22, 1933, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 784, folio 580 (default having occurred thereunder) the undersigned, the attorney named in said mortgage, will sell at public auction, on the premises, on Wednesday, February 8, 1956, at 3 o'clock P.M. all those lots of ground situate and lying in Anne Arundel County, State of Maryland, and being described as follows:

BRING known and designated as Lots Nos. 30-49, Section "O", of Riviera Beach, with a total frontage of about fifty feet on Arundel Road, as shown on Plat of Riviera Beach filed among the Land Records of Anne Arundel County in Plat Cabinet 1, Rod F, Plat 14. Said property being on the Northwest side of Arundel Road about one hundred feet Southwest of Creek Road in Riviera Beach.

The above property is in fee simple and is improved by a frame dwelling.

TERMS OF SALE: A cash deposit of \$500.00 will be required of the purchaser at time and place of sale. Balance of purchase upon final ratification of sale by the Circuit Court of Anne Arundel County, to bear interest from day of sale to day of payment, at six per cent (6%) per annum. Taxes and all other public charges, if any, to be adjusted to day of sale.

JOHN O. DÜMLER,  
Attorney Named in Mortgage.  
E. T. NEWELL & CO., INC.  
Auctioneers.

I hereby certify that I have this 8th day of February, 1956, sold the property described in the attached advertisement of

sale at and for the sum of \$ 4510<sup>00</sup> to

Ferd Frisino &  
Elizabeth Frisino, his wife  
being at that figure the highest bidder

therefor, and I further certify that the said sale was fairly made.

E. T. Newell & Co. Inc.

John M. Miller Jr. Auctioneer

PURCHASER'S AGREEMENT

Whereby certify that we have this 8th day of February, 1956, purchased the property described in the attached advertisement of sale from John O. Dumlér, Attorney named in mortgage, at and for the sum of \$ 4510<sup>00</sup> and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

TEST:

Anthony F. Frisino

Elizabeth Frisino  
Elizabeth Frisino Purchaser S

Ann Harrison  
Ann Harrison

THE CAPITAL BUILDING AND LOAN  
ASSOCIATION OF BALTIMORE CITY

IN THE CIRCUIT COURT

VS.

FOR

EDGAR S. ROWE

ANNE ARUNDEL COUNTY  
(In Equity)

*no. 11,611 Equity*

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

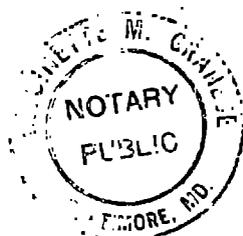
The report of sale of John O. Dumler, Attorney named in the mortgage, to make sale of the fee simple property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Capital Gazette, a newspaper published in Anne Arundel County, for more than twenty days preceding the day of sale, the said John O. Dumler, Attorney named in mortgage did pursuant to said notice on the eighth day of February, 1956 at 3:00 P.M. sell on the premises, the aforesaid fee simple property unto Anthony F. Frisino and Elizabeth Frisino, hiswife, at and for the sum of Four Thousand Five Hundred and Ten Dollars (\$4,510.00) cash, the said Anthony F. Frisino and Elizabeth Frisino, his wife having offered the greatest price therefor.

*John O. Dumler*  
\_\_\_\_\_  
JOHN O. DUMLER  
Attorney named in mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO wit:

I hereby certify, that on this 9th day of February, in the year one thousand nine hundred and fifty-six, before me, the subscriber a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid personally appeared John O. Dumler, Attorney named in mortgage, and made oath that the facts stated in the aforegoing Report of sale are true as therein set forth and that the said sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.



*Antoinette M. Granese*  
\_\_\_\_\_  
Antoinette M. Granese Notary Public

My commission expires May 6, 1957  
FEB 10 1956

Filed \_\_\_\_\_

The Capital Building And Loan  
Association of Baltimore City

versus

Edgar S. Rowe

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,611 Equity

Ordered, this 10th day of February, 19 56, That the sale of the  
real estate in these proceedings mentioned  
made and reported by John O. Dumler, Attorney named in Mortgage  
Trustee:

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19th  
day of March next; Provided, a copy of this Order be inserted in some newspaper  
published in Anne Arundel County, once in each of three successive weeks before the 19th  
day of March next.

The report states that the amount of sale ~~was~~ <sup>was</sup> \$4,510.00.

George J. Cromwell Clerk.

True Copy.

Filed FEB 10 1956

TEST: Clerk.

(Final Order)

The Capital Building And Loan  
Association of Baltimore City

versus

Edgar S. Rowe

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 20th day of March, 19 56,  
that the sale made and reported by the ~~Trustee~~ <sup>attorney</sup> aforesaid, be, and the same ~~is~~ <sup>is</sup> 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~~ <sup>Attorney</sup> allowed the usual commissions and such proper expenses as he shall pro-  
duce vouchers for the Auditor.

Benjamin Meacham  
Judge

Filed MAR 20 1956

# 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  
\$ 11,611 Equity  
THE CAPITOL BUILDING AND  
LOAN ASSOCIATION of Baltimore  
City

vs.

EDGAR S. ROWE

Ordered, this 10th day of February, 1956, That the sale of the real estate in these proceedings mentioned made and reported by John O. Dumler, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 18th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19th day of March next.

The report states that the amount of sale was \$4,510.00.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

m-8

## CERTIFICATE OF PUBLICATION

Annapolis, Md., *March 19*, 1956

We hereby certify, that the annexed

*Order Nisi Sale*

*Eq. 11-611*

*Edgar S. Rowe*

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 *March*, 1956. The first

insertion being made the *16th* day of

*February*, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By *H. Fitzhugh*

APR 19 1956

Filed

No. M.G. *4748*

192



Dr.

The Capital Building and Loan Association of Baltimore  
City vs. Edgar S. Rowe, Unmarried.

in ac.

To Attorney for Fee, viz:	75	00		
To Attorney for Commissions, viz:	166	30	241	30
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account and two copies	18	00	56	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	38	76		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	10	75		
Fidelity & Deposit Co. of Md. - bond premium	20	00		
E. T. Newell & Co. - auctioneer's fee	90	00		
One-half Federal documentary stamps	2	75		
One-half State documentary stamps	2	75		
Antoinette M. Granese - notary fees	1	50	180	51
To Attorney for Taxes, viz:				
1956 State and County taxes (\$65.00) - adjusted to 2/8/56	6	86	6	86
To Attorney for Benefit Charges, viz:				
1955 water and sewer benefit charges	19	08		
1956 water and sewer benefit charges - (\$17.50) adjusted to 2/8/56	1	99	21	07
To The Capital Building and Loan Ass'n of Baltimore City, mortgagee - this balance on account mortgage claim	4,037	67	4,037	67
			4,543	41
Amount of mortgage claim filed	4,112	61		
Cr. Amount allowed above	4,037	67		
Balance subject to decree in personam	74	94		

with

John O. Dumler, Attorney named in Mortgage

Cr.

1956				
Feb.	8	Proceeds of Sale	4,510	00
		Interest on deferred payment - 1 month 20 days	33	41
				4,543 41
				4,543 41

ORDER NISI

LIBER 100 PAGE 406

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

The Capital Building and Loan Association of Baltimore City  
VERSUS

Edgar S. Rowe,  
Unmarried

No. 11,611

Equity.

1956 APR 17 PM 1:03

ORDERED, This 17<sup>th</sup> day of April, 1956, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 28<sup>th</sup> 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 28<sup>th</sup> day of May next.

*George J. Cromwell, Clerk*

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 6<sup>th</sup> day of February, 1957, that the foregoing 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 ~~same~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

*Matthew S. Evans  
Judge*

FILED

1957 FEB -7 AM 10:54

# 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. 11,011 EQUITY  
The Capital Building and Loan  
Association of Baltimore City,  
versus  
EDGAR S. ROWE, Unmarried.  
Ordered, this 17th day of April, 1956,  
That the Report and Account of the  
Auditor, filed this day in the above  
entitled cause BE RATIFIED AND  
CONFIRMED, unless cause to the con-  
trary be shown on or before the 28th  
day of May next; Provided, a copy of  
this Order be inserted in some news-  
paper published in Anne Arundel Coun-  
ty, once in each of three successive  
weeks before the 28th day of May next.  
GEORGE T. CROMWELL, Clerk,  
True Copy. TEST:  
GEORGE T. CROMWELL, Clerk.

m-10

## CERTIFICATE OF PUBLICATION

Annapolis, Md., June 18, 1956

We hereby certify, that the annexed

Order Nisi Eq. 11,611  
Auditor Account

Edgar S. Rowe

was published in

## Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel  
County, Maryland, once a week for 3

successive weeks before the 28th

day of May, 1956. The first

insertion being made the 26th day of

April, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. T. Gilman

FILED.

No. M.G. 1957 FEB 26 - AM 10:26

17

THE CAPITAL BUILDING AND LOAN  
ASSOCIATION OF BALTIMORE CITY

IN THE CIRCUIT COURT

VS.

FOR

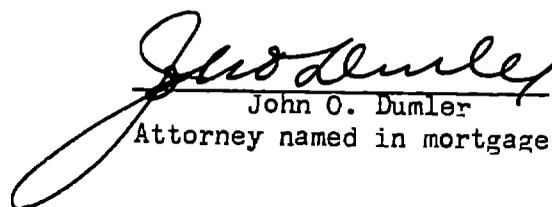
GEORGE M. STITZEL, SR., and  
JENNIE I. STITZEL, his wife

ANNE ARUNDEL COUNTY  
(In Equity)

*No. 11,674 Equity*

Mr. Clerk:

Please docket the above entitled case, and file the enclosed mortgage  
as Plaintiff's Exhibit "A".

  
John O. Dumler  
Attorney named in mortgage

Filed MAR 1 1956

[DR.—CITY OR COUNTY]

# Mortgage

THIS MORTGAGE, Made this 7th day of April, in the year Nineteen Hundred and Fifty-five, by and between George M. Stitzel, Sr. and Jennie I. Stitzel, his wife, (also known as Jannie I. Stitzel)

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the said Mortgagor, being a member of the said body corporate, has received therefrom an advance or loan of Ten Thousand Five Hundred Dollars (\$10,500.00), said advance or loan having been used in part payment of the purchase money for the property hereinafter described; and

WHEREAS, the said Mortgagor being therefore justly indebted unto the Mortgagee for borrowed money in the said principal sum of Ten Thousand Five Hundred Dollars (\$10,500.00), the said Mortgagor does hereby covenant to repay the same, with interest at the rate of six per centum (6%) per annum, computed monthly, unto the Mortgagee, or its assigns, at the office of the Mortgagee, or its assigns, in monthly instalments (including principal and interest) of Ninety Dollars (\$90.00), plus one-twelfth of the annual taxes, water rents, ground rent, if any, insurance premiums, and other public charges and assessments, commencing on the first day of May, 1955, and continuing on the first day of each month thereafter until the principal, interest and such charges as may be imposed upon the said Mortgagor under the by-laws of said body corporate, (which by-laws are hereby referred to and expressly made a part hereof), are fully paid.

The said instalment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rents, assessments or public charges of every nature and description, ground rent, if any, insurance premiums and other charges affecting the hereinafter described premises; and, (3) towards the payment of the aforesaid principal sum.

The said Mortgagor agrees to pay a "late charge" not to exceed four per cent (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

AND WHEREAS, this mortgage shall also secure future advances so far as is legally permissible at the date hereof.

THIS mortgage loan may be prepaid, in whole or in part, and when the amount prepaid equals or exceeds twenty per cent of the original principal amount of the loan, ninety days' interest on the amount prepaid will be charged as a consideration for the acceptance of such prepayment.

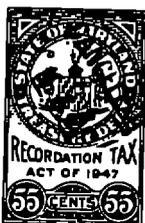
The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and the sum of One Dollar, this day paid, the receipt whereof is hereby acknowledged, the said Mortgagor

does hereby grant, convey and assign unto the said Mortgagee, its successors and assigns, all that lot(s) of ground situate, lying and being in the Fifth District of Anne Arundel County, State of Maryland, and particularly described as follows:

BEING known and designated as Lot Numbered Twenty-six (26) as shown on Plat #1, of Andover, recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod E-9, folio 10, New Plat Book #19, folio 49.

BEING the same lot of ground which, by deed dated November 10, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 879, folio 43, was granted and conveyed by Lillian B. Koch, et al, to the herein named Mortgagors.



Filed MAR 1 1956

LIBER 100 PAGE 410

LIBER 917 PAGE 427

TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures.

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

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

It is agreed that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary, and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced shall be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to.

And the said Mortgagor does further covenant and agree:

1. To repay the indebtedness, together with interest, as herein provided.
2. To keep the improvements on said property in good repair, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies designated by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.
3. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time.
4. To pay all taxes, water rent, ground rent, if any, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate herein agreed to from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with interest thereon.
5. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.
6. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the Mortgagor (s), by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the Mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided, at the option of the Mortgagee.
7. That the whole of said Mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly instalment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days.
8. That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.

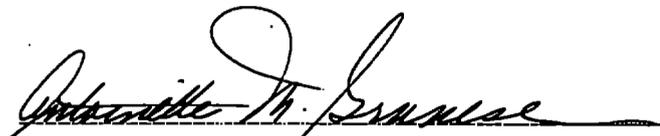
AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagor, his heirs, personal representatives, successors and assigns, may retain possession of the hereby mortgaged property.

AND the said Mortgagor, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, does hereby (1) declare his assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); and the said Mortgagor does hereby (2) also authorize the said Mortgagee, its successors or assigns, or Harry A. Kohlerman or John O. Dumler, its duly authorized Attorneys, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in the county or city in which the land is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of Seventy-five Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making said sale equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagor, or his assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor, or his assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

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

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

WITNESS:

  
Antoinette M. Granese

  
George M. Stitzel, Sr. (SEAL)

  
Jennie I. Stitzel (SEAL)

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

STATE OF MARYLAND, BALTIMORE CITY

, to wit:

I HEREBY CERTIFY, That on this 7th day of April, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared George M. Stitzel, Sr. and Jennie I. Stitzel, his wife, known to me to be

the above-named Mortgagor(s), and they acknowledged the foregoing Mortgage to be their act:

At the same time also personally appeared Carl F. Dockman, the President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said Mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

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

*Antoinette M. Granese*  
Antoinette M. Granese Notary Public

My commission expires May 2, 1955

Recorded-14th-April-1955-at-9:55-A.M.

ANNE ARUNDEL COUNTY

**Mortgage**

*21872*

FROM

GEORGE M. STITZEL, SR.

AND WIFE

TO

THE CAPITAL  
BUILDING AND LOAN ASSOCIATION  
OF BALTIMORE CITY

*Received for Record 14 Day  
of April 1955 at 9:55 A.M.  
and the same day recorded in Liber  
J. H. H., No. 917 Fol. 424 Lund  
Records of Anne Arundel County.  
JOHN H. HOPKINS, SR. Clerk*

KOHLERMAN AND DUMLER  
Attorneys at Law  
Baltimore, Maryland

*101.6.15*

File No. 13074-T

Property:

926 Hammonds Lane

Description approved

*JD*

Execution approved

*JD*

THE CAPITAL BUILDING AND LOAN  
ASSOCIATION OF BALTIMORE CITY

IN THE CIRCUIT COURT

VS.

FOR

GEORGE M. STITZEL, SR. and  
JENNIE I. STITZEL, his wife

ANNE ARUNDEL COUNTY  
(In Equity)

*no. 11,674 equity*

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 Joseph J. Dockman, Vice President of The Capital Building and Loan Association of Baltimore City, and made oath in due form of law that he knows the defendants herein, and that to the best of his information, knowledge and belief

- (1) said defendants are not in the military service of the United States,
- (2) said defendants are not in the military service of any nation allied with the United States,
- (3) said defendants have not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended,
- (4) said defendants are not members of the Enlisted Reserve Corps who have been ordered to report for military service.

*Joseph J. Dockman*  
Joseph J. Dockman AFFIANT

Subscribed and sworn to before me

this *28<sup>TH</sup>* day of *FEB.*, 1956.

*Charles F. Loos*  
Charles F. Loos NOTARY PUBLIC

My Commission expires May 6, 1957

MAR 1 1956

Filed \_\_\_\_\_

THE CAPITAL BUILDING AND LOAN  
ASSOCIATION OF BALTIMORE CITY

vs.

GEORGE M. STITZEL, SR. and  
JENNIE I. STITZEL, his wife

:  
:  
:  
:  
: .....  
:

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY  
(In Equity)

*No. 11.674 Equity*

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage dated April 7, 1955	\$ 10,500.00
Taxes, Insurance and Interest Due April 4, 1956	148.65
<u>BALANCE DUE</u>	<u>\$ 10,648.65</u>

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY that on this

day of March, in the

year one thousand nine hundred fifty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared Mary E. Bauer, Secretary of the Capital Building and Loan Association of Baltimore City, and made oath in due form of law that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.



*Antoinette M. Granese*

Notary Public

Antoinette M. Granese

My commission expires May 6, 1957

Filed MAR 29 1956

# Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

KNOW ALL MEN BY THESE PRESENTS:

That we, John O. Dumler  
Fidelity Building, Baltimore, Maryland

.....as Principal,  
and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws  
of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and  
just sum of Twelve Thousand Dollars and 00/100 (\$12,000.00)

.....Dollars,  
to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we  
bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns  
jointly and severally, firmly by these presents.

*Beall* Sealed with our seals and dated this 27th day of March  
in the year of our Lord 1956

Whereas, the above bounden John O. Dumler

by virtue of the power contained in a mortgage from  
George M. Stitzel Sr. and Jennie I. Stitzel, his wife  
to The Capital Building and Loan Association of Baltimore City

bearing date the 7th day of April, 1955 and recorded  
among the mortgage records of Anne Arundel County, Maryland  
in Liber J H H No. 917 Folio 426 and

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden  
John O. Dumler

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

In Testimony Whereof, the above bounden John O. Dumler

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

Signed, sealed and delivered in the presence of:

Paul Beall  
Paul Beall  
John O. Dumler (SEAL)  
..... (SEAL)

Witness: FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
Joan Bero As to Surety E. V. Shockley Attorney-in-Fact

ME3228a-500, 1-51 129351  
Mortgagee's or Attorney's Bond

*Bond approved this 29 Mar. 1956*  
George J. Cromwell  
*pk.*

Filed MAR 29 1956

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of MARYLAND, does hereby constitute and appoint E. V. Shockley its Attorney-in-Fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in any Court in or of the State of Maryland and it does hereby declare that all such bonds signed and executed by its said Attorney-in-Fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND duly affixed by its Vice-President and attested by its Assistant Secretary, this 21st day of April, 1932.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Attest: J. G. YOST  
Assistant Secretary

By: E. R. NUTTLE  
Vice-President

I HEREBY CERTIFY that the above is a correct and true copy of the original Power of Attorney,  
March 27, 1932

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

R. D. Gilliss  
Assistant Secretary

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

VS.

GEORGE M. STITZEL, SR. and JENNIE I. STITZEL, his wife

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY (In Equity)

no. 11,674 Equity

\* - \* - \* - \* - \* - \*

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 7th day of April, 1956, sold the property described in the attached advertisement of sale at and for the sum of \$10,000.00 to The Capital Building and Loan Association of Baltimore City it being at that figure

the highest bidder therefor, and I further certify that the said sale was fairly made.

E.T. Newell & Company, Inc.

By: John M. Miller, Jr. Vice President

PURCHASER'S AGREEMENT

I hereby certify that we have this 7th day of April, 1956, purchased the property described in the attached advertisement of sale from John O. Duxler, Attorney named in mortgage, at and for the sum of \$ 10,000.00 and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

TEST: The Capital Building and Loan Association of Baltimore City

By: Carl F. Dockman, President

Ann Harrison

AND WATER RESOURCES m-18

KOHLERMAN & DUMLER, Solicitors  
1408 Fidelity Building  
Baltimore 1, Maryland

**Mortgage Sale**  
**OF DESIRABLE FEE**  
**SIMPLE RESIDENTIAL**  
**PROPERTY KNOWN AS**  
**926 HAMMONDS LANE**  
**IN THE 5th DISTRICT,**  
**ANNE ARUNDEL**  
**COUNTY.**

Under and by virtue of the power and authority contained in a mortgage from George M. Stitzel, Sr. and Jennie I. Stitzel, his wife, to the Capital Building and Loan Association of Baltimore City, a body corporate, dated April 7, 1936 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 817, folio 426 (default having occurred thereunder) the undersigned, the attorney named in said mortgage will sell at public auction, on the premises, on

**WEDNESDAY, THE 4TH DAY OF**  
**APRIL 1956, AT 2:30 P. M.**

all that lot of ground situate and lying in Anne Arundel County, State of Maryland and being described as follows:

BEING known and designated as Lot Numbered Twenty-six (26) as shown on Plat No. 1, of Andover, recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod E-9, folio 10, New Plat Book No. 19, folio 49. Said lot having a frontage of 100 ft. more or less on Hammonds Lane and a depth of 276 ft. more or less as shown on said plat. Property is situate on the North side of Hammonds Lane 118' more or less East of Annapolis Avenue.

The above property is in fee simple and is improved by a frame dwelling.

**TERMS OF SALE:** a cash deposit of \$500.00 will be required of the purchaser at time and place of sale. Balance of purchase upon final ratification of sale by the Circuit Court for Anne Arundel County, to bear interest from day of sale, to day of settlement, at six per cent (6%) per annum. Taxes and all other public charges, if any, to be adjusted to day of sale.

**JOHN O. DUXLER**  
Attorney named in mortgage  
**E. T. NEWELL & COMPANY, INC.**  
Auctioneers m-29

15

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FILED

1956 APR 11 AM 9:11

THE CAPITAL BUILDING AND LOAN  
ASSOCIATION OF BALTIMORE CITY

IN THE CIRCUIT COURT

VS.

FOR

GEORGE M. STITZEL, SR. and  
JENNIE I. STITZEL, his wife

ANNE ARUNDEL COUNTY  
(In Equity)

*No. 11,674 Equity*

- \* - \* - \* - \* -

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

The report of sale of John O. Dumler, Attorney named in the mortgage, to make sale of the fee simple property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Capital Gazette, a newspaper published in Anne Arundel County, for more than twenty days preceding the day of sale, the said John O. Dumler, Attorney named in mortgage, did, pursuant to said notice on the 4th day of April, 1956 at 2:30 p.m. sell on the premises, the aforesaid fee simple property unto The Capital Building and Loan Association of Baltimore City at and for the sum of Ten Thousand Dollars (\$10,000.00) cash, The Capital Building and Loan Association of Baltimore City having offered the greatest price therefor.

*John O. Dumler*  
John O. Dumler  
Attorney named in Mortgage.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I hereby certify, that on this 5th day of April, in the year one thousand nine hundred and fifty-six, before me, the subscriber a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid personally appeared John O. Dumler, Attorney named in mortgage, and made oath that the facts stated in the foregoing Report of Sale are true as therein set forth and that the said sale thereby reported was fairly made.

Antoinette M. Granese my hand and Notarial Seal.



*Antoinette M. Granese*  
Antoinette M. Granese NOTARY PUBLIC  
MY commission expires May 6, 1957

FILED  
1956 APR 11 AM 9:11

ORDER NISI

The Capital Building and Loan Association of Baltimore City

versus

George M. Stitzel, Sr., and Jennie I. Stitzel, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,674

Equity

Ordered, this 11th day of April, 1956, That the sale of the property in these proceedings mentioned made and reported by John O. Dunler, Attorney named in Mortgage, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21st 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 21st day of May next.

The report states that the amount of sales was \$10,000.00

FILED

1956 APR 11 AM 9:46

George J. Cromwell

Clerk.

True Copy,

TEST:

Clerk.

(Final Order)

The Capital Building and Loan Association of Baltimore City

versus

George M. Stitzel, Sr., and Jennie I. Stitzel, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 22d 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.

FILED

1956 MAY 22 PM 3:46

Benjamin Michaelson Judge

17

# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

## CERTIFICATE OF PUBLICATION

Annapolis, Md., May 15 1956

We hereby certify, that the annexed

Order Nisi Sale

Eq. 11,674

George M. Stitzel, Sr.

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 May 1956. The first

insertion being made the 19th day of

April 1956

THE CAPITAL-GAZETTE PRESS, INC.

**FILED**

No. M.G. 3952

1956 MAY 22 AM 10:34

H. Tilghman

## Order Nisi

IN THE CIRCUIT COURT  
FOR ANNE ARUNDEL COUNTY  
No. 11,674 Equity  
THE CAPITAL BUILDING AND  
LOAN ASSOCIATION OF BALTI-  
MORE CITY

Vs.  
GEORGE M. STITZEL, SR. and JEN-  
NIE J. STITZEL, his wife.

Ordered, this 11th day of April 1956,  
That the sale of the property in these  
proceedings mentioned made and re-  
ported by John O. Damler, Attorney  
named in Mortgage, BE RATIFIED  
AND CONFIRMED, unless cause to the  
contrary thereof be shown on or before  
the 21st 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 succes-  
sive weeks before the 21st day of May  
next.

The report states that the amount of  
sale was \$10,000.00.

GEORGE T. CROMWELL, Clerk.

True Copy, Test:

GEORGE T. CROMWELL, Clerk.

m-10

13



Dr. The Capital Building and Loan Association of Baltimore City vs. <sup>in ac.</sup>  
George M. Stitzel, Sr., and Jennie I. Stitzel, his wife

To Attorney for Fee, viz:	75	00		
To Attorney for Commissions, viz:	332	38	407	38
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	37	52		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	10	75		
Fidelity & Deposit Co. of Md. - bond premium	48	00		
E. T. Newell & Co. - auctioneer's fee	50	00		
One-half Federal documentary stamps	5	50		
One-half State documentary stamps	5	50		
Antoinette M. Granese - notary fees	1	00	172	27
To Attorney for Taxes, viz:				
1956 State and County taxes (\$104.78) - 3 months 4 days	27	35	27	35
To The Capital Building and Loan Ass'n of Baltimore City, mortgagee - this balance on account mortgage claim	9,420	67	9,420	67
			10,079	17
Amount of mortgage claim filed	10,648	65		
Cr. Amount allowed above	9,420	67		
Balance subject to decree in personam	1,227	98		



ORDER NISI

The Capital Building and Loan  
Association of Baltimore City  
VERSUS  
George M. Stitzel, Sr.,  
and  
Jennie I. Stitzel, his wife

In the  
**CIRCUIT COURT**  
For  
**ANNE ARUNDEL COUNTY**

No. 11,674 Equity.

ORDERED, This 6 day of June, 1956, That the  
Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 16  
day of July next; Provided a copy of this Order be inserted in some newspaper  
published in Anne Arundel County, once in each of three successive weeks before the  
16 day of July next.

*Filed 6 June 1956, at 11:36 a. m.*  
*George T. Cromwell, Clerk*  
In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 6<sup>th</sup> day of February, 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~~ <sup>Trustee</sup> apply the proceeds accordingly with a due proportion  
of interest as the same has been or may be received.

*Matthew S. Crane*  
Judge

FILED

1957 FEB -7 AM 10:54

# 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. 11,074 EQUITY

The Capital Building and Loan  
Association of Baltimore City  
versus

GEORGE M. STITZEL, SR., and  
JENNIE L. STITZEL, his wife.

Ordered, this 8th day of June, 1956,  
That the Report and Account of the  
Auditor, filed this day in the above  
entitled cause RE RATIFIED AND  
CONFIRMED, unless cause to the con-  
trary be shown on or before the 16th  
day of July next; Provided, a copy of  
this Order be inserted in some new-  
paper published in Anne Arundel Coun-  
ty, once in each of three successive  
weeks before the 16th day of July next.

GEORGE T. CROMWELL, Clerk.  
True Copy, TEST:  
GEORGE T. CROMWELL, Clerk.  
ju-28

## CERTIFICATE OF PUBLICATION

Annapolis, Md., June 30, 1956

We hereby certify, that the annexed

Order Nisi Eq. 11,074  
Auditor Account

George M. Stitzel, Sr.  
was published in

## Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel  
County, Maryland, once a week for 3

successive weeks before the 16th

day of July, 1956. The first

insertion being made the 14th day of

June, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. J. Gilman

FILED

NO 57 M. G. P. 462-10-26

ROBERT J. YOUNG	:	
217 Equitable Building	:	
Baltimore, Maryland	:	
Complainant	:	
vs.	:	IN THE
	:	CIRCUIT COURT
ELLAYOR S. ITH FAULKNER, Incompetent	:	
c/o Crownsville State Hospital	:	FOR
Crownsville, Maryland	:	
and	:	ANNE ARUNDEL COUNTY
AUGUSTUS FAULKNER, her husband	:	
1631 Edmondson Avenue	:	NO. 11,825 EQUITY
Baltimore, Maryland	:	
Respondents	:	

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Robert J. Young, by Noah A. Hillman and Morris Turk, his Solicitors, respectfully represents:

1. That a certain Urias Williams departed this life in the year 1927 seised and possessed of a parcel of ground containing 5.40 acres, more or less, situate near Marloy, Third Election District, Anne Arundel County, State of Maryland, being all that tract of land acquired by the said Urias Williams from William E. Stewart by deed dated April 23, 1921 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 38, folio 471, 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 Urias Williams left surviving him as his only heirs at law the following:

(a) Urias Williams, a son

(b) Reverdij Williams, a son, who departed this life in the year

1938 leaving surviving him the following heirs at law only:

(1) Iantha Williams, widow

(2) Barbara Armstead, daughter

(3) Mary Hines, daughter

(4) Reverdij Williams, son

(5) Merchie W. Hines, daughter

(6) Purnell Williams, son

(c) William Williams, son

**FILED**

1956 JUL 23 PM 2:35

(d) Minerva Gaither, daughter

(e) Children of Beatrice Smith, a daughter, who departed this life in the year 1920 (predeceasing her father, the said Urias Williams), who are the following:

- (1) Philip Smith, son
- (2) Reuben Smith, son
- (3) Avis Smith, son
- (4) Fannie Smith, daughter
- (5) Beulah Davenport, daughter
- (6) William Smith, son
- (7) Earl Smith, son

(8) Eleanor Smith Faulkner, who is now committed in the Crownsville State Hospital, Crownsville, Maryland and who is the Respondent herein.

(f) Mary Thomas, daughter, who departed this life in the year 1952 leaving surviving her as her only heirs at law:

- (1) Henry Thomas, widower
- (2) Carlean Estelle Hall, daughter
- (3) Marian Urius Wallace, son

(g) Mamie Henson, daughter and only child of Bertha Gaither, who was a daughter of said Urias Williams, and who departed this life in the year 1906.

3. That there has been no administration on the estate of the said Mary Thomas, deceased, who died in the year 1952.

4. That the said Elizabeth Smith Faulkner, who is now committed in Crownsville State Hospital, has a 1/ 56 interest in said property.

5. That your Complainant, Robert J. Young, acquired all the right, title, interest and estate in and to the said property of all the heirs except the said Elizabeth Smith Faulkner by deed dated June 30, 1956 from Sarah D. Mittenthal, single, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1043, folio 408, a certified of said deed filed herewith as "Complainant's Exhibit No. 2" and prayed to be taken as a part hereof.

6. That your Complainant is a tenant in common with the Respondents herein of undivided interests and because of the nature of the property, it is

not susceptible of partition in kind between the parties hereto without loss or injuries to their respective interest therein.

7. That it will be for the best interest and advantage of all the parties that said real estate be sold and the proceeds thereof divided among them according to their respective interest.

WHEREFORE YOUR COMPLAINANT PRAYS:

1. That this Honorable Court pass a decree for the sale of the property herein mentioned, and that the monies arising from such sales be divided among the parties according to their respective interest and rights.

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

3. That your Complainant be allowed to run Notice to Creditors on the estate of Mary Thomas, deceased, according to law and rules of Court.

4. That your Complainant may have such other and further relief as this cause may require.

AND, as in duty bound, etc.

Robert J. Young  
Robert J. Young

Joah A. Hillman  
Joah A. Hillman

Morris Turk  
Morris Turk  
Solicitors for Complainant

50¢ Rev. Stamp)

THIS DEED made this 23rd. day of April, in the year nineteen hundred and twenty one, by William E. Stewart and Bessie M. Stewart, his wife, of Anne Arundel County and the State of Maryland.

WITNESSETH:- that whereas by a deed bearing date May 16th. 1907, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 56, folio 41 etc. a certain Urias Williams and other conveyed to the said William E. Stewart all their right, title and interest in and to the two lots of ground therein described, and

WHEREAS it was the intention of the said Urias Williams and others to convey this property to the said Stewart to prevent the foreclosure of a Mortgage on the same by John F. Williams, Attorney, and

WHEREAS the object and purpose of said conveyance were defeated by said foreclosure and the property was sold, and the remaining tract, containing five acres of which the said Stewart had no interest what ever, the title being in him temporarily and no consideration passed for the same, it is now the intention of the said William E. Stewart and Bessie M. Stewart, his wife, to convey back to the said Urias Williams, the said lot of ground.

NOW THEREFORE THIS DEED WITNESSETH:- that in consideration of the premises and the sum of One Dollar, the said William E. Stewart and Bessie M. Stewart, his wife, do grant and convey unto Urias Williams, his heirs and assigns, all that lot of ground situate in Anne Arundel County, containing five acres

Examiner's Exhibit No 2  
Young v. Faulkner et al. (Equity No 11, 825)  
John J. Rouse Jr. Examiner

Refiled  
8/22/56

COMPLAINANT'S EXHIBIT No. 1

4

of land more or less, it being the remainder of twenty six and one half acres of land that was allotted to the said Urias Williams in the division of the estate of George Williams, No. 2382, Equity cases of Anne Arundel County, said proceedings being recorded among the Equity Proceedings, in Liber G. W. No. 42, folio 32 etc. after deducting twenty acres sold by Urias Williams to William Della, by deed dated October 1st. 1903. said deed being recorded among the Land Records of Anne Arundel County in Liber G. W. No. 34, folio 181 etc.

Being also the lot thirdly described in a deed from Urias Williams and others to the said William E. Stewart above mentioned.

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

TO HAVE AND TO HOLD the land and premises above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances, and advantages there-to belonging or appertaining unto and to the proper use and benefit of of the said Urias Williamm her heirs and assigns, in fee simple.

AND the said William E. Stewart and Bessie M. Stewart, his wife, hereby covenant that they will warrant specially the property hereby granted and conveyed; and that they will execute such further assurances of said land as may be requisite.

Witness the hands and seals of the said Grantors.

Test:-

Cora A. DuLaney,

William E. Stewart (Seal)

Bessie M. Stewart (Seal)

State of Maryland, Anne Arundel County, To-wit;-

I hereby certify, that on this 23rd. day of 1921, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, aforesaid, personally appeared William E. Stewart and Bessie M. Stewart, his wife, and each acknowledged the aforregoing Deed to betheir respective act.

Witness my hand and Notarial Seal.

Cora A. DuLaney

(Notary Seal)

Notary Public

Recorded 10th. May, 1921, at 9 o'clock A.M.

STATE OF MARYLAND, Anne Arundel County, Sct:

I HEREBY CERTIFY, That the aforesaid Deed is truly taken and copied from Liber W.N.W. No. 38, folio 471, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 21st day of July, 1956.



George T. Cromwell  
George T. Cromwell, Clerk

THIS DEED, made this 30<sup>TH</sup> day of JUNE, 1956 by and between Sarah D. Mittenthal, single, of the City of Baltimore, State of Maryland, Grantor, and Robert J. Young of the same City and State, Grantee.

NOW, THEREFORE, THIS DEED WITNESSETH, That for and in consideration of the sum of Five Dollars and other good and valuable considerations, receipt whereof is acknowledged, the said Sarah D. Mittenthal does hereby grant and convey unto the said Robert J. Young, his heirs and assigns, in fee simple, all of the Grantor's right, title and interest in and to all of that tract of land situate, lying and being near Marley in the Third Election District of Anne Arundel County, Maryland, described as follows:

BEGINNING at a point in the center of the private road leading to Spencer's Wharf, said point being North 20 degrees 42 minutes 10 seconds West, 524.02 feet from the intersection of the center of said private road with the center of Marley Neck Road as now laid out, and being also at the beginning of the third line of a tract of land conveyed to Christena B. Howard by deed dated June 23, 1948 and recorded among the Land Records of Anne Arundel County in Liber JHH 1175, folio 1434; thence binding reversely on the second and first lines of said Howard tract, North 68 degrees 02 minutes 50 seconds East, 677.53 feet to a point on the North 23 3/11 degrees West, 35.1 perch line of a tract of land conveyed to the Marley Creek Development Company by deed dated December 19, 1951 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 661, folio 148; thence binding on said line, North 22 degrees 13 minutes 10 seconds West, 352.56 feet to a stone heretofore planted, thence South 67 degrees 46 minutes 50 seconds West, 668.26 feet to the center of the private road leading to Spencer's Wharf; thence binding on the center of said road, with use thereof in common, South 20 degrees 42 minutes 10 seconds East, 349.55 feet to the place of beginning. Containing 5.40 acres, more or less.

Examiner's Exhibit No. 1  
Young v. Faulkner, et al. (Equity No. 11,825)  
John S. Brown, Jr. Examiner

Refiled  
8/29/56

Comptroller's Exhibit No. 2

The Courses used in this description are referred to the magnetic meridian for 1953.

BEING and intended to be all of the tract of land acquired by Urias Williams originally in a Decree of the Circuit Court for Anne Arundel County in No. 2382 Equity dated January 31, 1902 out of which he conveyed twenty acres, more or less, unto William B. Della by a Deed dated October 1, 1903 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 34, folio 181. See also deed to Urias Williams from William E. Stewart dated April 23, 1921 and recorded among said Land Records in Liber W.N.W. No. 38, folio 471, and

BEING and intended to be the same tract of land, which by Deeds hereinafter referred to <sup>by</sup> /dates and folio numbers and recorded among the Land Records of Anne Arundel County, Maryland, was granted and conveyed to the Grantor by the following:

Urias Williams and Dorothy Williams, his wife, to the Grantor by deed dated July 22, 1955, recorded Liber G.T.C. No. 942, folio 155. Minerva Gaither, Widow, to Grantor by deed dated July 13, 1955, recorded Liber G.T.C. No. 947, folio 25. William H. Williams and Flora Williams, his wife, to Grantor by deed dated July 22, 1955, recorded Liber G.T.C. No. 949, folio 477. James Gaither, widower, et al to Grantor by deed dated July 22, 1955, recorded Liber G.T.C. No. 949, folio 474. Intha Williams, widow, et al to Grantor by deed dated July 27, 1955, recorded Liber G.T.C. No. 950, Folio 78. Marian Urias Wallace and Blanche Wallace, his wife, et al to Grantor by deed dated August 1, 1955, recorded Liber G.T.C. No. 951, folio 527. Marchie W. Hines and Avon Hines, her husband, to Grantor by deed dated October 5, 1955, recorded Liber G.T.C. No. 977, folio 262. Mary Selna Hines and Charles Reginald Hines, her husband, to Grantor by deed dated October 8, 1955, recorded Liber G.T.C. No. 977, folio 268. Barbara N. Armstead and William Rodell, her husband, to the Grantor by deed dated October 20, 1955, recorded Liber G.T.C. No. 977, folio 265. Reverdy Williams and Lillian Williams,

his wife, to the Grantor by deed dated October 22, 1955, recorded Liber G.T.C. No. 977, Folio 271. Charles Wessley Smith, widower, to the Grantor by deed dated December 1, 1955, recorded Liber G.T.C. No. 987, folio 494. Philip Smith, single, et al to the Grantor by deed dated April 18, 1956, recorded Liber G.T.C. No. 1027, folio 109. Henry Thomas, widower, to the Grantor by deed dated April 28, 1956, recorded Liber G.T.C. No. 1027, folio 106:

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

TO HAVE AND TO HOLD all of the Grantor's right, title and interest in and to the said lot of ground and premises, above described and mentioned, unto and to the proper use and benefit of the said Robert J. Young, his heirs and assigns, in fee simple.

AND the said Grantor hereby covenants that she will warrant specially the property granted and that she will execute such further assurances of the same as may be requisite.

WITNESS the hand and seal of the said Grantor.

Sarah D. Mittenthal (SEAL)  
Sarah D. Mittenthal

Witness:

Marguerite T. Winter  
Marguerite T. Winter

STATE OF MARYLAND, Anne Arundel County, Sct:

I HEREBY CERTIFY, That the foregoing Deed is a true copy, per photostat, as recorded in Liber G.T.C. No. 1043, folio 408, 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 23rd day of July, 1956.

George T. Cromwell  
George T. Cromwell, Clerk



ROBERT J. YOUNG	:	IN THE
Complainant	:	CIRCUIT COURT FOR ANNE ARUNDEL
vs.	:	COUNTY
ELEANOR SMITH FAULKNER,	:	NO. 11,825 EQUITY
et al	:	

ORDER TO PUBLISH NOTICE TO CREDITORS

Upon the foregoing Bill of Complaint, it is ORDERED this 24<sup>th</sup> day of July, 1956, by the Circuit Court for Anne Arundel County, sitting in Equity, that Noah A. Hillman and Morris Turk, Solicitors for Complainant, give notice to all persons having claims against the Estate of Mary Thomas, deceased, to file their claim properly authenticated with the Clerk of this Court on or before the 3d day of November, 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 1st day of September, 1956.

Benjamin Michael  
Judge

**FILED**

1956 JUL 24 PM 3:33

ROBERT J. YOUNG  
217 Equitable Building  
Baltimore, Maryland

Complainant

vs.

ELEANOR SMITH FAULKNER, Incompetent  
c/o Crownsville State Hospital  
Crownsville, Maryland, et al

Respondents

IN THE  
CIRCUIT COURT

FOR  
ANNE ARUNDEL COUNTY

NC. 11,845 EQUITY

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM AND ORDER THEREON

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Robert J. Young, by Morris Turk and Noah A. Hillman, his Solicitors, respectfully represents:

1. That the Incompetent Respondent, Eleanor Smith Faulkner, has been duly summoned.
2. That the said Eleanor Smith Faulkner, Incompetent, has no legal Guardian.

WHEREFORE, Your Petitioner prays this Honorable Court to appoint a Guardian Ad Litem to appear and Answer for said Incompetent Respondent.

Respectfully submitted,

*Noah A. Hillman*  
\_\_\_\_\_  
Noah A. Hillman

*Morris Turk*  
\_\_\_\_\_  
Morris Turk  
Solicitors for Petitioner

FILED  
1956 AUG 15 AM 9:31

12

ORDER OF COURT

Upon the foregoing Petition, it is ORDERED this 15<sup>th</sup> day of August, 1956, by the Circuit Court for Anne Arundel County, that George J. Crowley be, and he is hereby, appointed Guardian Ad Litem for the Incompetent Respondent, namely, Eleanor Smith Faulkner, and he is hereby directed to appear and file his Answer in behalf of said Incompetent; and it is hereby further ORDERED that Ridgely P. Michelson be, and he is hereby, appointed Attorney for said George J. Crowley, Guardian Ad Litem.

Benjamin Michelson  
Judge

FILED  
1956 AUG 15 PM 2:59

ROBERT J. YOUNG	:	IN THE CIRCUIT
Complainant	:	COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
ELEANOR SMITH FAULKNER,	:	
et al	:	NO. 11,825 EQUITY

ANSWER OF DEFENDANT BY GUARDIAN AD LITEM

The Answer of Eleanor Smith Faulkner by George<sup>J</sup> Crowley, Guardian Ad Litem, respectfully represents:

- 1 -

That the Defendant, Eleanor Smith Faulkner, being an incompetent, cannot answer or deny the allegations in said Bill of Complaint against her exhibited, and by her Guardian Ad Litem, George Crowley, hereby submits her rights thereunder to the protection of this Honorable Court.

*George J. Crowley*  
 \_\_\_\_\_  
 George J. Crowley, Guardian Ad Litem

*Ridgely P. Melvin, Jr.*  
 \_\_\_\_\_  
 Ridgely P. Melvin, Jr.  
 112 Duke of Gloucester Street  
 Annapolis, Maryland  
 Attorney for Guardian Ad Litem

I hereby certify that on this ~~21<sup>st</sup>~~ day of August, 1956, I have personally delivered a copy of the foregoing Answer to Morris Turk, Esq., and Noah Hillman, Esq., Maryland Hotel, Annapolis, Maryland, Solicitors for the Complainant.

*Ridgely P. Melvin, Jr.*  
 \_\_\_\_\_  
 Ridgely P. Melvin, Jr., Attorney for  
 Guardian Ad Litem

**FILED**  
1956 AUG 29 AM 9:54

14

ROBERT J. YOUNG,	:	IN
	:	THE CIRCUIT COURT
VS.	:	FOR
ELEANOR SMITH FAULKNER, incompetent,	:	ANNE ARUNDEL COUNTY
and AUGUST FAULKNER,	:	
her husband	:	No. 11,825 Equity

.....

TESTIMONY ON BEHALF OF THE PETITIONER

September 26, 1956

Present:

Mr. Noah A. Hillman,	)	
Mr. Morris Turk,	)	Solicitors for petitioner.

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

Mrs. Katharine H. McCutchan, Court Stenographer.

Witnesses:

Robert J. Young, pages 2, 3.

Linwood G. Kogert, Jr., pages 4, 5.

George A. Carroll, pages 6, 7.

Urias Williams, pages 8, 9.

FILED

1956 OCT -8 PM 3:38

15

1.

Robert J. Young, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Turk)

1. What is your name and address?

A. Robert J. Young, 2401 West Lafayette Avenue, Baltimore 16, Md.

2. That is your home address?

A. Yes.

3. You are the complainant in this case, is that correct?

A. Yes.

4. Do you own an interest in the property which is the subject matter of these proceedings?

A. Correct.

5. From whom did you acquire an interest in the property?

A. I bought it from Sarah D. Mittenthal.

(CERTIFIED COPY OF DEED FROM SARAH D. MITTENTHAL TO ROBERT J. YOUNG, DATED June 30, 1956, FILED AS COMPLAINANT'S EX. 2 MARKED EXAMINER'S EX. 1 AND FILED HEREWITH)

6. Do you know of anyone else who has an interest in this property?

A. Eleanor Smith Faulkner, <sup>in</sup> competent and her husband, August Faulkner

7. They would be respondents in this case?

A. Yes.

8. Of what does the property consist?

A. 5.40 acres on a private road off Marley Neck Road. It is mostly overgrown with weeds and briars. It hasn't been farmed for many years.

9. Are there any improvements on the land?

A. None whatever.

10. In your opinion, is the land susceptible of partition in kind without loss or injury to the parties in interest?

A. No.

- 11. What should be done with the property?
  - A. The property should be sold and the money divided up.
- 12. Would it be for the benefit of all the parties in interest if the property were sold?
  - A. Yes it is not bringing in any revenue as it is.
- 13. Would it be to the benefit of the incompetent if the property were sold and the proceeds divided?
  - A. Yes definitely.
- 14. In your opinion, what is the fair market value of the property?
  - A. Anything from \$4000 to \$4200.

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 ..... *Robert J. Young* .....

Linwood G. Koger, Jr., a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Turk)

1. What is your name and address?

A. Linwood G. Koger, Jr., 1607 W. North Ave., Baltimore, 17, Md.

2. What is your business?

A. Real Estate.

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

A. Ten years.

4. In the course of your business, have you had occasion to make appraisals in Anne Arundel County?

A. I have.

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

A. I did.

6. Will you describe the property?

A. The property is unimproved, vacant land containing 5.40 acres, more or less, fronting 349.55 feet on a private road which runs parallel to Marley Neck Road which is 677.55 feet long; the whole tract being 524.02 feet from Marley Neck Road. I find the land to be unimproved, with an overgrowth of brush and weeds and appeared not to have been used for a long time. This property doesn't front on Marley Neck Road anywhere.

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

A. I feel that the fair market value of this property would not exceed \$4320 for the entire tract.

8. In your opinion, would the property be susceptible of division in kind without loss or injury to the parties in interest?

A. The property cannot be divided. It should be sold and the proceeds divided among the parties as their interests appear.

18

4.

9. Is there any benefit derived from the property?  
A. No benefit.

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 ..... *Linwood G. Koger Jr.* .....

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

(Mr. Turk)

1. What is your name and address?

A. George A. Carroll, 1831 W. North Ave., Baltimore 17, Md.

2. Are you in the real estate business?

A. I have been in the real estate business 16 years.

3. In those 16 years, have you had occasion to appraise property in Anne Arundel County?

A. I have.

4. Are you familiar with the property which is the subject matter of these proceedings?

A. I am.

5. Did you visit the property?

A. Yes.

6. Will you describe the property?

A. The property is located in the Third Election District of Anne Arundel County on a private road adjoining the property of Christiana Wood; zoned for cottage residential; it is 525 feet off Marley Neck Road; the land is overgrown with weeds and brush. There are no buildings of any sort on the land, only weeds, underbrush and ~~cab~~ weeds.

7. This property is at no place on Marley Neck Road, is that correct?

A. Correct.

8. In your opinion, what is the fair market value of the property?

A. \$40100 for all the property.

9. In your opinion, is the property susceptible of division in kind, without loss or injury to the parties in interest?

A. No.

10. What should be done with the property?

A. It should be sold and the money divided.

6.

The land cannot be divided.

11. Would it be to the best interest and advantage of the incompetent in this case to see that the property were sold and the proceeds divided among the parties as their interests may appear?

A. Yes, the property should be sold and the proceeds divided.

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 .. *George D. Carver* .....

Urias Williams, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Turk)

1. What is your name and address?

A. Urias Williams, 1228 Gilmor St., Baltimore 17, Md.

2. Are you familiar with the property which is the subject matter of these proceedings?

A. Yes. I was born there; my grandfather bought it and then it went to my mother and she died and it went to my father.

3. He really acquired the property by deed, did he not?

A. Yes.

(DEED DATED APRIL 23, 1921 FROM WM. E. STEWARD AND WIFE TO URIAS WILLIAMS, FILED AS COMPLAINANT'S EX. 1 MARKER EXAMINER'S EX. 2 )

4. Is your father, Urias Williams, living?

A. He died in 1927.

5. Your mother died before him?

A. Yes.

6. I show you a paper containing a list of the heirs at law of Urias Williams, are you familiar with that list?

A. Yes.

7. Is the list correct?

A. Yes.

8. Does the list contain all of the survivors and heirs at law of the said Urias Williams?

A. Yes.

(LIST MARKED EXAMINER'S EX. 3 AND FILED HEREWITH)

9. Are all of the heirs over the age of 21?

A. Yes.

10. Where is Eleanor Smith Faulkner now?

A. Crownsville State Hospital.

11. How long has she been there?

A. Two or three years.

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 William*

There being no further witnesses to be examined on behalf of the Petitioner at this time, and no further testimony desired on his behalf, this testimony is now closed, and at the request of Petitioners' Solicitors is returned to the Court.

Witness my hand and seal this *8<sup>th</sup>* day of *October* 1956.

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

J.G.R . \$10.00  
K.H?McC. \$8.00  
*PR 10/8/56*

Urias Williams died in the year 1927 leaving the following heirs at law and next of kin ( no widow )

1. Urias Williams, a son
2. Reverdy Williams, a son, who departed this life in the year 1938 leaving the following heirs:
  - (a) Iantha Williams, his widow
  - (b) Barbara Armsted, a daughter
  - (c) Mary Hines, a daughter
  - (d) Reverdy Williams, a son
  - (e) Merchie Hines, a daughter
  - (f) Purnell Williams, a son
3. William Williams, a son
4. Minerva Gaither, a daughter
5. Beatrice Smith, a daughter, who departed this life in the year 1920 leaving the following heirs:
  - (a) Charles Wesley Smith, widower
  - (b) Philip Smith, a son
  - (c) Reuben Smith, a son
  - (d) Avis Smith, a daughter
  - (e) Fannie Smith, a daughter
  - (f) Beulah Davenport, a daughter
  - (g) William Smith, a son
  - (h) Eleanor Smith Faulkner, a daughter
  - (i) Earl Smith, a son
6. Mary Thomas, a daughter, who departed this life in the year 1952 leaving the following heirs:
  - (a) Henry Thomas, widower
  - (b) Carlean Estelle Qusen, a daughter
  - (c) Marian Urias Wallace, a son
7. Bertha Gaither, a daughter, who departed this life in the year 1906 leaving the following heirs:
  - (a) James Gaither, widower
  - (b) Mamie Henson, a daughter

Examiner's Exhibit No 3  
Young v. Faulkner, Equity No 11,825  
John S. Rouse Jr., Examiner

Filed  
8/oct/56

ROBERT J. YOUNG	:	IN THE CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
ELEANOR SMITH FAULKNER, Incompetent	:	No. 11,825 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 19<sup>th</sup> day of October, 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 Noah A. Hillman 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 Five Thousand Dollars (\$5,000.00), 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 property hereto, complainant and respondent, and those claiming by, from or under them or any of them. And the said Trustees shall bring into

1956 OCT 20 AM 10:19  
**FILED**

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 Nicholson*  
\_\_\_\_\_  
Judge

ROBERT J. YOUNG	:	IN THE CIRCUIT COURT FOR
VS.	:	ANNE ARUNDEL COUNTY
ELEANOR SMITH FAULKNER, Incompetent	:	No. 11,825 Equity
	:	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Noah A. Hillman and Morris Turk, Trustees under a decree passed in these proceedings, dated the 19<sup>th</sup> day of October, 1956, to make sale of certain real estate therein mentioned, respectfully shows:

That after giving Bond with security for the faithful performance of their trust, and after having complied with all other prerequisites as required by law and the said decree, they did sell to Robert J. Young the property mentioned in these proceedings at private sale for Four Thousand Five Hundred Dollars (\$4,500.00), that being higher than the highest appraised value of said property therein mentioned, as set forth by a Contract of Sale hereto attached and made a part hereof, said property being described as follows:

All that parcel of ground containing 5.40 acres, more or less, situate near Marley, Third Election District, Anne Arundel County, Maryland. Being the same parcel of land as described in a deed dated June 30, 1956 from Sarah D. Mittenthal, single, to Robert J. Young, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1043, folio 408.

That the purchasers have paid the deposit of Four Hundred Fifty Dollars as required under said decree and that the Trustees aver that the price obtained for the property is a fair and reasonable one and recommend ratification thereof.

Respectfully submitted,

*Noah A. Hillman*  
\_\_\_\_\_  
Noah A. Hillman

*Morris Turk*  
\_\_\_\_\_  
Morris Turk  
Trustees

FILED

1956 OCT 22 AM 9:34

28

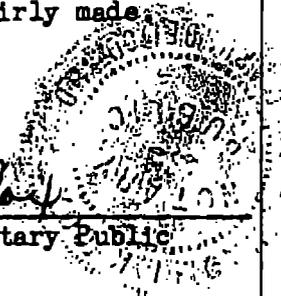
STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 22 day of October, 1956, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Noah A. Hillman and Morris Turk, Trustees named in the above report of sale, and made oath in due form of law that the matters and things stated in the foregoing report of sale are true to the best of their knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and Notarial Seal.

Naomi K. Cook

Notary Public



CONTRACT OF SALE

LIBER 100 PAGE 453

This Agreement, Made this 20th Day of October, 1956, by and between Noah A. Hillman and Morris Turk, Trustees,

of the first part, hereinafter called Seller, and Robert J. Young of the second part, hereinafter called Buyer.

Witnesseth: That for and in consideration of the premises and the hereinafter mentioned deposit, the said Seller does hereby bargain and sell unto the Buyer, and the Buyer does hereby purchase from the Seller---SUBJECT TO ANY COVENANTS AND RESTRICTIONS OF RECORD, the following described property situate and lying in Anne Arundel County, Maryland, and described as follows: All that parcel of ground containing 5.40 acres, more or less, situate near Marley, Third Election District, Anne Arundel County, Maryland. Being the same parcel of ground as described in a deed dated June 30, 1956 from Sarah D. Mittenthal, single, to Robert J. Young, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1043, folio 408.

At and for the price of Four Thousand Five Hundred (\$4,500.00) Dollars, of which Four Hundred Fifty (\$450.00) Dollars, having been paid prior to the signing hereof and the balance of said purchase price to be paid as follows:

Settlement to be had thirty days from date hereof. Deferred payments to bear interest at 6% per annum from the date hereof to date of settlement. Taxes, water rent and other public charges to be adjusted as of date hereof.

AND upon payment as above of the unpaid purchase money, a Deed for the property shall be executed by the Seller at the Buyers expense, which shall convey the property by a good and merchantable title to the Buyer, free of all encumbrances, otherwise the above referred to deposit shall be refunded and this contract shall become null and void.

Taxes, insurance, rent, water rent, and all other assessments, public dues and charges shall be adjusted to the day of transfer, cost of United States documentary, and State recording stamps shall be borne equally between the Seller and the Buyer.

TIME is of the essence of this Agreement, and if the terms hereof are not complied with, the deposit above referred to shall be forfeited.

The Seller hereby covenants, conditions and warrants that the above described property is his own, free from all taxes, liens, mortgages, judgments, claims, and other encumbrances. The entire deposit hereinabove referred to shall be held by the Buyer until settlement is made.

WITNESS the hands and seals of the parties hereto.

WITNESSES:

Naomi K. Coif
Naomi K. Coif
Naomi K. Coif

Robert J. Young (Seal)
Noah A. Hillman (Seal)
Morris Turk (Seal)

FILED

1956 OCT 22 AM 9:52

ROBERT J. YOUNG

versus

ELEANOR SMITH FAULKNER  
Incompetent

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,825. Equity

Ordered, this 22nd day of October, 1956, That the sale of the property in these proceedings mentioned made and reported by NOAH A. HILLMAN and MORRIS TURK Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 26th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26th day of November next.

The report states that the amount of sales was ~~over~~ \$4,500.00

*George T. Cromwell*

Clerk.

True Copy,

Filed 1956 Oct. 22 A.M. 934

TEST: Clerk.

(Final Order)

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 27th day of November, 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 H. Neale*  
Judge

FILED

1956 NOV 27 PM 3:49

# GLOBE

No. 11,825  
Equity



EXECUTIVE OFFICE: NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

No. 11,825 EQUITY

## BOND

KNOW ALL MEN BY THESE PRESENTS: That we, NOAH A. HILLMAN and MORRIS TURK  
 - - - - - 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 22nd day of October , 1956 .

WHEREAS, by Decree of the Circuit Court for Anne Arundel County in a cause entitled  
 Robert J. Young Vs. Eleanor Smith Faulkner, Incompetent, No. 11,825 Equity, dated the  
 19th day of October, 1956, Noah A. Hillman and Morris Turk - - were appointed Trustees  
 to make sale of the property described in said proceedings, and the said Noah A. Hillman  
 and Morris Turk - - - - - are about to execute said power and  
 make sale of the property described in said proceedings.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above  
 bounden do and shall well and faithfully abide by and fulfill any order or decree which  
 shall be made by any Court of Equity in relation to the sale of said property, or to the  
 proceeds thereof, then the obligation set forth above shall be void and of no effect;  
 otherwise to be and remain in full force and virute in law.

WITNESS:

Naomi K. Cox  
 NAOMI K. COX

Noah A. Hillman (SEAL)  
 Noah A. Hillman

Morris Turk (SEAL)  
 Morris Turk

Royal H. Wigley  
 Royal H. Wigley

GLOBE INDEMNITY COMPANY, a body corporate  
 By John H. Hopkins, IV  
 John H. Hopkins, IV, Attorney-in-fact  
 SURETY

Bond approved and filed this  
 22nd day of October 1956  
 George T. Cromwell, Clerk

FILED  
 1956 OCT 22 AM 9:35

ROBERT J. YOUNG : IN THE CIRCUIT COURT FOR  
vs. : ANNE ARUNDEL COUNTY  
ELEANOR SMITH FAULKNER, Incompetent : No. 11,825 Equity  
:

CERTIFICATE OF PUBLICATION OF ORDER NISI ON REPORT OF SALE

*70 added but are  
sent to creditors for*

OFFICE OF  
**Maryland Gazette**

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

**CERTIFICATE OF PUBLICATION**

Annapolis, Md., *November 26 1956*

We hereby certify, that the annexed \_\_\_\_\_

*Order Nisi Sale*  
*Eq. 11,825*

*Robert J. Young*

was published in

**Maryland Gazette**

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for *4* \_\_\_\_\_

successive weeks before the *26th* \_\_\_\_\_

day of *November*, 1956. The first

insertion being made the *25th* \_\_\_\_\_ day of

*October*, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By *H. Tilghman*

**Order Nisi**

IN THE CIRCUIT COURT  
FOR ANNE ARUNDEL COUNTY  
No. 11,825 Equity  
ROBERT J. YOUNG  
vs.

ELEANOR SMITH FAULKNER, In-  
competent.

Ordered, this 22nd day of October,  
1956, That the sale of the property in  
these proceedings mentioned made and  
reported by NOAH A. HILLMAN and  
MORRIS TURK Trustees, BE RATI-  
FIED AND CONFIRMED, unless cause  
to the contrary thereof be shown on or  
before the 26th day of November next;  
Provided, a copy of this Order be in-  
serted in some newspaper published in  
Anne Arundel County, once in each of  
three successive weeks before the 26th  
day of November, next.

The report states that the amount of  
sale was \$4,500.00.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

N-15

**FILED**

No. M.G. *89857* NOV 26 AM 10:47



Dr.

Robert J. Young vs. Eleanor Smith Faulkner, incompetent,  
and August Faulkner, her husband

in ac.

To Trustees for Commissions, viz:	165	75	165	75
To Trustees for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Defendants' Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	59	50		
Jos. W. Alton, Jr. - Sheriff's costs	2	90		
John G. Rouse, Jr. - Examiner's fee	10	00		
George J. Crowley - guardian ad litem's fee	4	00		
Katharine H. McCutchan - stenographer's fee	8	00		
Auditor - stating this account	13	50	117	90
To Trustees for Expenses, viz:				
Capital-Gazette Press - notice to creditors	8	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Globe Indemnity Co. - bond premium	20	00		
Clerk of Court - certified copies deeds	6	25		
One-half Federal documentary stamps	2	48		
One-half State documentary stamps	2	47		
Naomi K. Cox - notary fee	1	00	54	20
BALANCE FOR DISTRIBUTION - \$4,187.13				
Distributed as follows:				
To Robert J. Young - fifty-five fifty-sixths	4,112	36		
To Eleanor Smith Faulkner - one-fifty-sixth	74	77	4,187	13
			4,524	98

with

Noah A. Hillman and Morris Turk, Trustees

Cr.

1956

Nov. 27

Proceeds of Sale (Contract dated  
10/20/56)

4,500 00

Interest on deferred payment of  
\$4,050.00 to 11/27/56

24 98

4,524 98

4,524 98

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

Robert J. Young

VERSUS

Eleanor S. Faulkner, incompetent  
and

August Faulkner, her husband

No. 11,825

Equity.

ORDERED, This 28<sup>th</sup> 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 4

day of February next; Provided a copy of this Order be inserted in some newspaper

published in Anne Arundel County, once in each of three successive weeks before the

4 day of February next.

*George F. Bromwell, Clerk*

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 6<sup>th</sup> day of February, 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 Nicholson  
Judge*

FILED

1957 FEB - 7 PM 12:43

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. 11,825 Equity  
ROBERT J. YOUNG

vs.  
ELEANOR S. FAULKNER, Incom-  
petent and AUGUST FAULKNER, her  
husband.

Ordered, this 28th 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 con-  
trary be shown on or before the 4th day  
of February next; Provided, a copy of  
this Order be inserted in some news-  
paper published in Anne Arundel  
County, once in each of three successive  
weeks before the 4th day of February  
next.

GEORGE T. CROMWELL, Clerk.  
True Copy, TEST:  
GEORGE-T. CROMWELL, Clerk.  
J-17

**CERTIFICATE OF PUBLICATION**

Annapolis, Md., February 5, 1957

We hereby certify, that the annexed  
Order Nisi No. 11,825  
Auditor Account

Robert J. Young

was published in

**Maryland Gazette**

a newspaper published in the City of Annapolis, Anne Arundel  
County, Maryland, once a week for 3  
successive weeks before the 4th  
day of February, 1957. The first  
insertion being made the 3rd day of  
January, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

**FILED**

No. 11825 FEB 6 AM 10:26

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at  
copy

THE CAPITAL BUILDING AND LOAN ASSOCIATION \*  
OF BALTIMORE CITY \*

IN THE CIRCUIT COURT  
FOR

VS. \*

ANNE ARUNDEL COUNTY

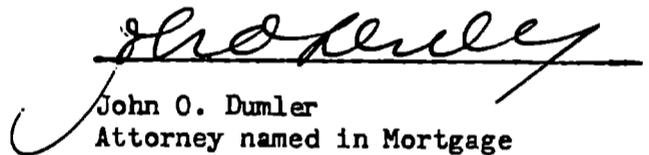
JAMES W. CLEMENS and REGINA CLEMENS, his wife\*

(In Equity).

\* \* \* \* \* \* \* \* \* \* No. 11,643 Equity

Mr. Clerk:

Please docket the above entitled case, and file the enclosed mortgage  
as Plaintiff's Exhibit "A".

  
John O. Dunler  
Attorney named in Mortgage

Filed FEB 8 1956



[DR.—CITY OR COUNTY]

# Mortgage

THIS MORTGAGE, Made this 3rd day of November, in the year  
Nineteen Hundred and Fifty-five, by and between James W. Clemens and Regina Clemens,  
his wife,

of Anne Arundel County, in the State of Maryland, hereinafter called the  
Mortgagor, and THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate  
of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the said Mortgagor, being a member of the said body corporate, has received therefrom  
an advance or loan of Six Thousand Five Hundred  
Dollars (\$ 6500.00 ), said advance or loan having been used in part payment of the purchase money  
for the property hereinafter described; and

WHEREAS, the said Mortgagor being therefore justly indebted unto the Mortgagee for borrowed  
money in the said principal sum of Six Thousand Five Hundred  
Dollars (\$ 6500.00 ), the said Mortgagor does hereby covenant to repay the same, with interest at the  
rate of six per centum ( 6 % ) per annum, computed monthly, unto the Mortgagee,  
or its assigns, at the office of the Mortgagee, or its assigns, in monthly instalments (including principal  
and interest) of Sixty-five (\$ 65.00 ),  
plus one-twelfth of the annual taxes, water rents, ground rent, if any, insurance premiums, and other  
public charges and assessments, commencing on the first day of December, 1955, and  
continuing on the first day of each month thereafter until the principal, interest and such charges as may  
be imposed upon the said Mortgagor under the by-laws of said body corporate, (which by-laws are hereby  
referred to and expressly made a part hereof), are fully paid.

The said instalment payments may be applied by the Mortgagee in the following order: (1) to the  
payment of interest; (2) to the payment of all taxes, water rents, assessments or public charges of every  
nature and description, ground rent, if any, insurance premiums and other charges affecting the herein-  
after described premises; and, (3) towards the payment of the aforesaid principal sum.

The said Mortgagor agrees to pay a "late charge" not to exceed four per cent (4%) of any installment  
which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved  
in handling delinquent payments.

AND WHEREAS, this mortgage shall also secure future advances so far as is legally permissible at  
the date hereof.

THIS mortgage loan may be prepaid, in whole or in part, and when the amount prepaid equals or  
exceeds twenty per cent of the original principal amount of the loan, ninety days' interest on the amount  
prepaid will be charged as a consideration for the acceptance of such prepayment.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and the sum  
of One Dollar, this day paid, the receipt whereof is hereby acknowledged, the said Mortgagor

does hereby grant, convey and assign unto the said Mortgagee, its successors and assigns, all that  
lot(s) of ground situate, lying and being in the Third District of Anne Arundel County,  
State of Maryland, and particularly described as follows:

BEING known and designated as Lot No. 131, including all improvements thereon,  
on a plat of Greenland Beach, which plat is recorded among the Plat Records of Anne  
Arundel County in Liber W.N.W. 2, folio 1, New Plat Book 2, folio 7, SAVING AND  
EXCEPTING thereout, however, all that land which was conveyed by Salvatore Iacia and  
Emma M. Hanauer to the State of Maryland to the use of State Roads Commission of Mary-  
land, by deed dated October 1, 1946, and recorded among the Land Records of Anne Arundel  
County in Liber J.H.H. No. 387, folio 267. Being known as No. 8238 Fort Smallwood Road.

BEING the same lot of ground which, by deed of even date herewith, and recorded  
or intended to be recorded among the Land Records aforesaid immediately prior hereto,  
was granted and conveyed by Salvatore Iacia, unmarried, to the herein named Mortgagors.

FEB 8 1956

Filed

TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures.

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

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

It is agreed that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary, and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced shall be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to.

And the said Mortgagor does further covenant and agree:

1. To repay the indebtedness, together with interest, as herein provided.
2. To keep the improvements on said property in good repair, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies designated by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.
3. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time.
4. To pay all taxes, water rent, ground rent, if any, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate herein agreed to from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with interest thereon.
5. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.
6. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the Mortgagor (s), by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the Mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided, at the option of the Mortgagee.
7. That the whole of said Mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly instalment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days.
8. That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.

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

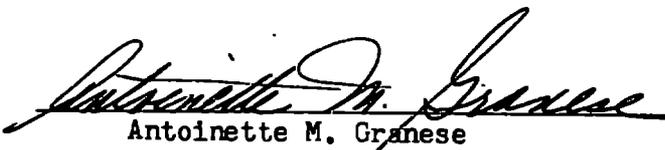
AND the said Mortgagor, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, does hereby (1) declare his assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); and the said Mortgagor does hereby (2) also authorize the said Mortgagee, its successors or assigns, or Harry A. Kohlerman or John O. Dumler, its duly authorized Attorneys, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in the county or city in which the land is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of Seventy-five Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making said sale equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagor, or his assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor, or his assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

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

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

WITNESS:

 (SEAL)  
James W. Clemens

 Antoinette M. Granese

 (SEAL)  
Regina Clemens

\_\_\_\_\_ (SEAL)

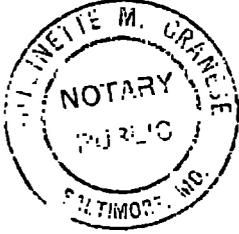
\_\_\_\_\_ (SEAL)

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, That on this 3rd day of November, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared James W. Clemens and Regina Clemens, his wife, known to me to be the above named Mortgagor(s), and they acknowledged the foregoing Mortgage to be their act.

At the same time also personally appeared Carl F. Dockman, the President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said Mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

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



*Antoinette M. Granese*  
Antoinette M. Granese  
Notary Public

My commission expires May 6, 1957

Rec'd for record *Nov. 8, 1955*, at *9:50 A.M.*

Per George T. Cromwell, Clerk.

Mailed to *Kohlerman & Dumler*

ANNE ARUNDEL COUNTY

**Mortgage**

*31447*

FROM

JAMES W. CLEMENS

AND WIFE

TO

THE CAPITAL  
BUILDING AND LOAN ASSOCIATION  
OF BALTIMORE CITY

*Received for Record 8 Day  
of NOV. 1955, at 9:50 AM  
and the same duly recorded in Liber  
G.T.C. No. 228 Fol. 212 Land  
Records of Anne Arundel County*  
GEORGE T. CROMWELL, Clerk

KOHLERMAN AND DUMLER  
Attorneys at Law  
Baltimore, Maryland

*BD 101*

File No. 13475-T

Property:

8238 Fort Smallwood Road

Description approved

Execution approved

THE CAPITAL BUILDING AND LOAN	*	IN THE CIRCUIT COURT
ASSOCIATION OF BALTIMORE CITY	*	
VS.	*	FOR
JAMES W. CLEMENS and	*	ANNE ARUNDEL COUNTY
REGINA CLEMENS, his wife	*	(In Equity)
- - -	*	no. 11,643 Equity

MILITARY AFFIDAVIT

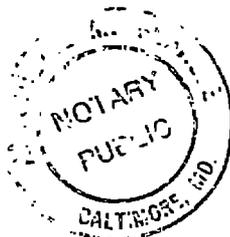
STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared Carl F. Dockman, President of The Capital Building and Loan Association of Baltimore City, and made oath in due form of law that he knows the defendants herein, and that to the best of his information, knowledge and belief.

- (1) said defendants are not in the military service of the United States,
- (2) said defendants are not in the military service of any nation allied with the United States,
- (3) said defendants have not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended,
- (4) said defendants are not members of the Enlisted Reserve Corps who has been ordered to report for military service.

*Carl F. Dockman*  
 Carl F. Dockman Affiant

Subscribed and sworn to before me a Notary Public for the State of Maryland, City of Baltimore, this 1st day of February, 1956.



*Antoinette M. Granese*  
 Antoinette M. Granese Notary Public  
 My commission expires May 6, 1957

Filed FEB 8 1956

6

THE CAPITAL BUILDING AND LOAN  
ASSOCIATION OF BALTIMORE CITY

IN THE CIRCUIT COURT

VS.

for

JAMES W. CLEMENS & REGINA CLEMENS,  
his wife.

ANNE ARUNDEL COUNTY  
(In Equity)

..... No. 11,643 Equity

STATEMENT OF MORTGAGE CLAIM

Amount of Mortgage dated November 3, 1955	\$ 6500.00
Interest, Taxes, and Insurance Advanced	91.96
	<hr/>
	\$ 6591.96

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY that on this 28th day of February in the year one thousand nine hundred and fifty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared Mary E. Bauer, Secretary of the Capital Building and Loan Association of Baltimore City, and made oath in due form of law that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.



*Antoinette M. Granese*  
NOTARY PUBLIC  
Antoinette M. Granese  
My commission expires May 6, 1957

Filed FEB 29 1956

A STOCK COMPANY — ESTABLISHED 1890

# Fidelity and Deposit Company

No. 11,643 Equity

HOME OFFICE

OF MARYLAND

BALTIMORE 3

KNOW ALL MEN BY THESE PRESENTS:

That we, John O. Dumler  
Fidelity Building, Baltimore, Maryland

.....as Principal,  
and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws  
of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and  
just sum of Seven Thousand 00/100 (\$7,000.00)

.....Dollars,  
to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we  
bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns  
jointly and severally, firmly by these presents.

Sealed with our seals and dated this 28th day of February  
in the year of our Lord 1956

Whereas, the above bounden John O. Dumler

by virtue of the power contained in a mortgage from.....

James W. Clemens and Regina Clemens-his wife

to The Capital Building and Loan Association of Baltimore City

bearing date the 3rd day of November, 1955 and recorded

among the mortgage records of Anne Arundel County

in Liber G. T. C. No. 978 Folio 417 and John O. Dumler

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden  
John O. Dumler

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

In Testimony Whereof, the above bounden John O. Dumler

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

Signed, sealed and delivered in the presence of:

Antoinette M. Granese  
Antoinette M. Granese

John O. Dumler (SEAL)  
..... (SEAL)

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Joan Bero  
Joan Bero  
As to Surety

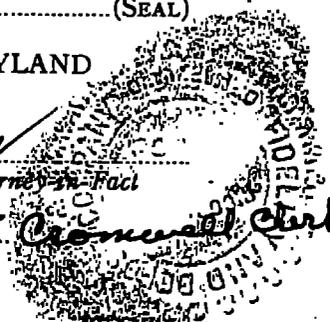
By E. V. Shockey  
E. V. Shockey  
Attorney-in-Fact

MD3228a-500, 1-51 129351  
Mortgagee's or Attorney's Bond

Bond approved this 29 Feb. 1956  
George J. Cromwell Clerk

FEB. 29 1956

Filed



State of Maryland, Baltimore City, sd:

LIBER 100 PAGE 470

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of MARYLAND, does hereby constitute and appoint E. V. Shockley its Attorney-in-Fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in any Court in or of the State of Maryland and it does hereby declare that all such bonds signed and executed by its said Attorney-in-Fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND duly affixed by its Vice-President and attested by its Assistant Secretary, this 21st day of April, 1932.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST: J. G. YOST  
Assistant Secretary

By: E. R. NUTTLE  
Vice-President

I HEREBY CERTIFY that the above is a correct and true copy of the original Power of Attorney.

February 28, 1956

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

R. D. Gilliss

*R. D. Gilliss*  
Assistant Secretary



8

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

IN THE CIRCUIT COURT

VS.

for

JAMES W. CLEMENS & REGINA CLEMENS, his wife.

ANNE ARUNDEL COUNTY (In Equity)

\*\*\*\*\* No. 11,643

ARTHUR W. MEGESSEL Clerk

KORLERMAN AND DUMLER Solicitors 1406 Fidelity Building Baltimore 1, Maryland

AUCTIONEER'S CERTIFICATE

Mortgage Sale OF DESIRABLE FEE SIMPLE RESIDENTIAL PROPERTY (PARTLY COMPLETED) IN THE THIRD ELECTION DISTRICT OF ANNE ARUNDEL COUNTY AT GREENLAND BEACH KNOWN AS 8238 FORT SMALLWOOD ROAD

I hereby certify that I have this 7th day of March, 1956, sold the property described in the attached advertisement of sale at and for the sum of \$4900 to THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

Handwritten signature of John M. Miller, Jr. Auctioneer

John M. Miller, Jr.

PURCHASER'S AGREEMENT

I hereby certify that we have this 7th day of March, 1956, purchased the property described in the attached advertisement of sale from John O. Dumler, Attorney named in mortgage, at and for the sum of \$4900.00 and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

TEST: THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

BY: Joseph J. Dockman Purchaser

Handwritten signature of Gloria P. Kropp

-Gloria P. Kropp

Filed MAR 9 1956

Under and by virtue of the power and authority contained in a mortgage from James W. Clemens and Regina Clemens, his wife, to The Capital Building and Loan Association of Baltimore City, a body corporate, dated November 3, 1955 and recorded among the land records of Anne Arundel County in Liber G.T.C. 978, folio 417 (default having occurred thereunder) the undersigned, the attorney named in said mortgage, will sell at public auction, on the premises, on Wednesday, March 7th, 1956, at 3:00 P.M. all that lot of ground situate and lying in Anne Arundel County, State of Maryland, and being described as follows:

BEING known and designated as Lot No. 131, including all improvements thereon, on a plat of Greenland Beach, which plat is recorded among the Plat Records of Anne Arundel County in Liber W.N.W. 2, folio 1, New Plat Book 2, folio 7. SAVING AND EXCEPTING thereout, however, all that land which was conveyed by Salvatore Iacis and Emma M. Hansen to the State of Maryland to the use of State Roads Commission of Maryland, by deed dated October 1, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 287, folio 267. Being known as No. 8238 Fort Smallwood Road.

The above property is in fee simple and is improved by a one story un-completed-frama and formstona dwelling.

TERMS OF SALE: A cash deposit of \$500.00 will be required of the purchaser at time and place of sale. Balance of purchase money upon final ratification of sale by the Circuit Court of Anne Arundel County, to bear interest from day of sale, to day of settlement, at six per cent (6%) per annum. Taxes and all other public charges, if any, to be adjusted to day of sale.

JOHN O. DUMLER, Attorney Named in Mortgage R. T. NEWELL & CO., INC. Auctioneers.

THE CAPITAL BUILDING AND LOAN  
ASSOCIATION OF BALTIMORE CITY

IN THE CIRCUIT COURT  
FOR

vs.

ANNE ARUNDEL COUNTY  
(In Equity)

No. 11,643

JAMES W. CLEMENS and  
REGINA CLEMENS, his wife \* \* \* \* \*

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

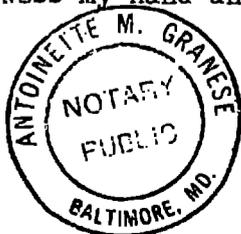
The report of sale of John O. Dumler, Attorney named in the mortgage, to make sale of the fee simple property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Capital Gazette, a newspaper published in Anne Arundel County, for more than twenty days preceding the day of sale, the said John O. Dumler, Attorney named in mortgage did, pursuant to said notice on the seventh day of March, 1956 at 3:00 p.m. sell on the premises, the aforesaid fee simple property unto The Capital Building and Loan Association of Baltimore City at and for the sum of (\$4,900.00) cash, Four thousand, nine hundred dollars, the said The Capital Building and Loan Association of Baltimore City having offered the greatest price therefor.

*John O. Dumler*  
John O. Dumler, Attorney named  
in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I hereby certify, that on this 8th day of March, in the year one thousand nine hundred and fifty-six, before me, the subscriber a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid personally appeared John O. Dumler, Attorney named in mortgage, and made oath that the facts stated in the foregoing Report of Sale are true as therein set forth and that the said sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.



*Antoinette M. Granese*  
Antoinette M. Granese NOTARY PUBLIC  
My commission expires May 6, 1957

ORDER NISI

The Capital Building And Loan  
Association Of Baltimore City

versus

James W. Clemens and  
Regina Clemens, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,643 Equity

Ordered, this 9 day of March, 1956, That the sale of the  
Property in these Proceedings mentioned,  
made and reported by John O. Dumlér, Attorney named in Mortgage,  
~~XXXXXX~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16  
day of April next; Provided, a copy of this Order be inserted in some newspaper  
published in Anne Arundel County, once in each of three successive weeks before the 16  
day of April next.

The report states that the amount of sale ~~was~~ <sup>was</sup> \$ 4,900.00.

*George T. Crowwell*, Clerk.

True Copy.

TEST: \_\_\_\_\_ Clerk.

(Final Order)

Filed MAR 9 1956

The Capital Building And Loan  
Association Of Baltimore City

versus

James W. Clemens and  
Regina Clemens, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 25<sup>th</sup> day of April, 1956,  
that the sale made and reported by the ~~Attorney~~ <sup>Attorney</sup> aforesaid, be and the same ~~is~~ <sup>is</sup> 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~~ <sup>Attorney</sup> allowed the usual commissions and such proper expenses as he shall pro-  
duce vouchers for the Auditor.

*Benjamin Michaelson*  
A-J.

FILED  
1956 APR 25 PM 3:10

# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

## CERTIFICATE OF PUBLICATION

Annapolis, Md., April 11, 1956

We hereby certify, that the annexed

Order nisi Sale  
Eq. 11,643.

James W. Clemens

was published in

## Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 16th

day of April, 1956. The first

insertion being made the 15th day of

March, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By W. Fitzhugh

### Order Nisi

IN THE CIRCUIT COURT  
FOR ANNE ARUNDEL COUNTY  
No. 11,648 Equity  
THE CAPITAL BUILDING AND LOAN  
ASSOCIATION OF BALTIMORE  
CITY

Vs.

JAMES W. CLEMENS and REGINA  
CLEMENS, his wife.

Ordered, this 6th day of March, 1956,  
That the sale of the Property in these  
Proceedings mentioned, made and re-  
ported by John O. Dunler, Attorney  
named in Mortgage, BE RATIFIED  
AND CONFIRMED, unless cause to the  
contrary thereof be shown on or before  
the 16th day of April next; Provided,  
a copy of this Order be inserted in some  
newspaper published in Anne Arundel  
County, once in each of three successive  
weeks before the 16th day of April next.

The report states that the amount of  
sale was \$4,000.00.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

n-5

**FILED**

No. M.G. 4,399 APR 25 AM 11:03

In the Case of

The Capital Building & Loan  
Association of Baltimore City

VS.

James W. Clemens

and

Regina Clemens, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,643

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.

[Dotted lines for text entry]

May 10, 1956

All of which is respectfully submitted.

*[Handwritten Signature]*  
Auditor.

FILED

1956 MAY 15 PM 4:23

12A

Dr. The Capital Building and Loan Association of Baltimore City vs. James W. Clemens and Regina Clemens, his wife in ac.

To Attorney for Fee, viz:	75	00		
To Attorney for Commissions, viz:	178	10	253	10
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account and two copies	18	00	56	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	45	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	11	80		
Fidelity & Deposit Co. of Md. - bond premium	28	00		
E. T. Newell & Co. - auctioneer's fee	50	00		
One-half Federal documentary stamps	2	75		
One-half State documentary stamps	2	75		
Antoinette M. Granese - notary fees	1	50	155	80
To Attorney for Taxes, viz:				
1956 State and County taxes (\$76.30) - 2 months 7 days	14	20	14	20
To Attorney for Benefit Charges, viz:				
1956 water and sewer benefit charges (\$25.64) - 2 months 7 days	4	77	4	77
To The Capital Building and Loan Ass'n of Baltimore City, mortgagee - this balance on account mortgage claim	4,452	79	4,452	79
			4,939	66
Amount of mortgage claim filed	6,591	96		
Cr. Amount allowed above	4,452	79		
Balance subject to decree in personam	2,139	17		

with

John O. Dumler, Attorney named in Mortgage

Cr.

1956

Mar.

7 Proceeds of Sale  
 Interest on deferred payment of  
 \$4,400.00 - 1 month 20 days

4,900 00

36 66

4,936 66

4,936 66

ORDER NISI

The Capital Building and Loan Association of Baltimore City

VERSUS

James W. Clemens

and

Regina Clemens, his wife

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 11,643

Equity.

ORDERED, This 15th 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 25th 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 25th day of June next.

In the Circuit Court for Anne Arundel County

Filed 15th May, 1956, at 4:23 P.M. George T. Cromwell, Clerk

ORDERED BY THE COURT, this 8th day of February, 1957, that the foregoing 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 proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Richardson Judge

FILED

1957 FEB -8 PM 3:52

15

# 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. 11,643 EQUITY  
THE CAPITAL BUILDING AND  
LOAN ASSOCIATION OF  
BALTIMORE, CITY,  
versus  
JAMES W. CLEMENS and  
REGINA CLEMENS, his wife.  
Ordered, this 15th 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 con-  
trary be shown on or before the 25th  
day of June next; Provided, a copy of  
this Order be inserted in some news-  
paper published in Anne Arundel Coun-  
ty, once in each of three successive  
weeks before the 25th day of June next.  
GEORGE T. CROMWELL, Clerk,  
True Copy, TEST:  
GEORGE T. CROMWELL, Clerk.

jn-7

## CERTIFICATE OF PUBLICATION

Annapolis, Md., June 20, 1956

We hereby certify, that the annexed

Order Nisi Eq. 11,643  
Auditor account

James W. Clemens  
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 25th

day of June, 1956. The first

insertion being made the 24th day of

May, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By W. J. Wilghorn

FILED

No. M.G. 3942 1957 FEB -7 PM 2:46

16

JOHN B. ROWE, ASSIGNEE

vs.

LEROY JAMES MARTIN and  
NAOMI E. MARTIN

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY  
(IN EQUITY)

*No. 11,644 Equity*

\* \* \* \* \*

MR. CLERK:

Please docket the above entitled case and file therein the following exhibits:

Plaintiff's Exhibit No. 1, being a mortgage from the Defendants to First Federal Savings & Loan Association of Brooklyn dated December 11, 1952 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 728 folio 70, which mortgage was assigned on the 27th day of January, 1956 by First Federal Savings & Loan Association of Brooklyn to John B. Rowe, for the purpose of foreclosure, which Assignment is recorded or intended to be recorded among said Land Records.

Plaintiff's Exhibit No. 2, being a Mortgage Note dated December 11, 1952 and signed by the Defendants and payable to First Federal Savings & Loan Association of Brooklyn.

*Harold M. Vied*  
\_\_\_\_\_  
Attorney for Plaintiff

Filed FEB 8 1956

no. 11,644 Equity  
INSPECTION  
BOLTON  
P.A.  
MARYLAND

VA Form 4-6318 (Home Loan)  
April 1951. Use optional.  
Servicemen's Readjustment Act  
(38 U. S. C. A. 694 (a)). Ac-  
ceptable to RFC Mortgage Co.

# MORTGAGE

THIS MORTGAGE, made this 11<sup>th</sup> day of December, A. D. 1952, by and between

LEROY JAMES MARTIN and NAOMI E. MARTIN, his wife,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF BROOKLYN,

a corporation organized and existing under the laws of the United States of America hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, being a member of the Mortgagee,\* is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of Seventy-four Hundred - - - - - Dollars (\$ 7400.00 ), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four per centum ( 4 %) per annum until paid, principal and interest being payable at the office of First Federal Savings & Loan Association of Brooklyn, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Thirty-nine &- - - - -06/100 Dollars (\$ 39.06 ), commencing on the first day of January, 19 53, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of December, 1977. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100), whichever is less.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of One Dollar (\$1) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey, and assign unto the Mortgagee, its successors and assigns, all the following described property in Anne Arundel County, in the State of Maryland, to wit:

BEGINNING for the same on the westmost side of Munroe Circle, as laid out 40 feet wide, on the plat of Munroe Circle, filed among the Land Records of Anne Arundel County in Plat Eabinet 4, Rod G-2, Plat No. 2, at a point distant, as referred to the true meridian, South 3024' West 1415 feet from the point where the southeast side of Fifth Avenue, S.E. is intersected by the westmost side of the said Munroe Circle; and running thence, with the westmost side of Munroe Circle, South 30° 24' West 50 feet; thence leaving the said Munroe Circle and running North 86° 36' West 119.98 feet to intersect the westmost outline of the whole tract; thence running with the said westmost outline, North 50 21' East 50.03 feet; thence leaving the said outline and running South 86° 36' East 118.28 feet to the place of beginning, and also all right, title and interest of the party of the first part in and to a strip of land five feet wide lying in said Munroe Circle, as shown on plat abovementioned; adjacent to and parallel with the first line of the above described parcel, for the use in common with others as a footway.

Being all of Lot No. 546 as shown on the aforesaid plat of Munroe Circle and the five foot strip hereby conveyed. The improvements thereon being known as No. 546 Munroe Circle.

BEING the same lot of ground which by Deed of even date herewith and recorded among the Land Records of Anne Arundel County immediately prior hereto, was granted and conveyed by Monumental Homes Corporation, a body corporate, to the within named Mortgagors.

John B. Rowe, Assignee vs. Leroy James Martin and Naomi E. Martin  
Plaintiff's Exhibit No. 1

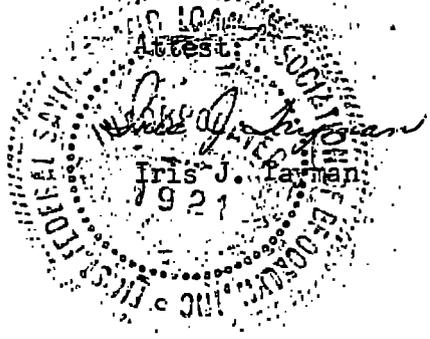
\* Delete italicized words if Mortgagee is not a building and loan association.

FOR VALUE RECEIVED, We hereby assign the above and within mortgage unto John B. Rowe for the purpose of foreclosure.

AS WITNESS, The corporate seal of the First Federal Savings and Loan Association of Brooklyn and the signature of Lawrence F. Tieman, President thereof, this 27th day of January 1956.

First Federal Savings and Loan Association of Brooklyn

*Lawrence F. Tieman*  
Lawrence F. Tieman, President



TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described ~~and to include the following described household~~  
~~appliances, which are, and shall be deemed to be fixtures and a part of the realty, and are a portion of the~~  
~~realty for the purposes hereof.~~

To HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, subject to a rental of Ninety-six (96) Dollars payable half-yearly on the 30th days of January and July in each and every year.

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

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

1. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage note hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid the following sums:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

- (I) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums;
- (II) interest on the indebtedness secured hereby; and
- (III) amortization of the principal of said indebtedness.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. The Mortgagor agrees to pay a "late charge" not to exceed an amount equal to four per centum (4%) of any installment which is not paid within fifteen (15) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (a) of paragraph 1 preceding shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment for the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of (a) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under (a) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate of four per centum (4%) per annum from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at four per centum (4%) per annum and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

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

7. He will continuously maintain hazard insurance, of such type or types and amounts as the Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

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

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for Thirty (30) days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or JAMES K. CULLEN, its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

LIBER 728 PAGE 73

addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of Fifty (50) Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties, and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

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

Witness:

*Irene Chernyz*  
Irene Chernyz

*Leroy James Martin* [SEAL]  
Leroy James Martin

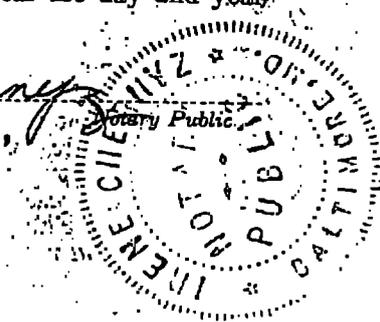
*Naomi E. Martin* [SEAL]  
Naomi E. Martin

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 11<sup>th</sup> day of December, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared LEROY JAMES MARTIN and NAOMI E. MARTIN, his wife, the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

At the same time also personally appeared JAMES K. CULLEN the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

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

*Irene Chernyz*  
Irene Chernyz, Notary Public  


Recorded- 15th December, 1952, at 9 A.M. "O.P."

ASSMT  
Received for Record 8 Day  
of F.R.C. 1950, at 9:50 AM  
and the same day recorded in Liber  
114 No. 728 Fol. 73 Land  
Records of Anne Arundel County  
GEORGE T. CROMWELL, Clerk

100.00

*→ File in 500  
Case # 11,644*

STATE OF MARYLAND

Mortgage

FROM

LEROY JAMES MARTIN and  
NAOMI E. MARTIN, his wife,

TO

FIRST FEDERAL SAVIN GS &  
LOAN ASSOCIATION OF  
BROOKLYN

Received for Record  
1952, at 9 o'clock AM  
Same day recorded in Liber  
No. 728 Folio 70 &c.,  
one of the Land Records of

*John H. Hoffmann*  
and examined per  
*John H. Hoffmann*, Clerk.  
Cost of Record, \$

U. S. GOVERNMENT PRINTING OFFICE 16-48200-4  
Rowe, Cullen & Rowe  
2 E. Lexington Street  
Baltimore 2, Maryland

*9.00  
1.00  
10.00*

No. 11,644 Equity  
INSPECTED  
E. BOLSTLER  
G. P. A.

# MORTGAGE NOTE

\$ 7400.00

Baltimore, Maryland.

December //, 1952.

FOR VALUE RECEIVED, the undersigned promise(s) to pay to the order of

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF BROOKLYN

Seventy-four Hundred - - - - - Dollars (\$ 7400.00 ), with  
interest from date at the rate of four per centum ( 4 %) per annum on the unpaid balance  
until paid. Principal and interest shall be payable at the office of the payee  
in Baltimore, Maryland, or at such other  
place as the holder hereof may designate in writing delivered or mailed to the debtor, in monthly installments  
of Thirty-nine &- - - - - 06/100 Dollars (\$ 39.06 ),  
commencing on first day of January, 1953, and continuing on the first day of each month  
thereafter until this note is fully paid, except that, if not sooner paid, the final payment of principal and  
interest, shall be due and payable on the first day of December, 1977.

Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less.

If any deficiency in the payment of any installment under this note is not made good prior to the due date of the next such installment, the holder of this note may exercise the option of treating the remainder of the debt as due and collectible. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. In the event of default in payment of this note, and if the same is collected by an attorney at law, the undersigned agree(s) to pay all costs of collection, including a reasonable attorney's fee.

This note is secured by mortgage of even date executed by the undersigned on certain property described therein and represents money actually used for the acquisition of said property or the improvements thereon.

Presentment, protest, and notice are hereby waived. The undersigned also waive(s) the benefit of any homestead, exemption, valuation, or appraisal laws as to this debt.

*Leroy James Martin*  
Leroy James Martin

*Naomi E. Martin*  
Naomi E. Martin

I HEREBY CERTIFY that this is the note described in and secured by mortgage of even date herewith, and in the same principal amount as herein stated and secured by real estate situated in Anne Arundel Co. State of Maryland

Dated this 11th day  
of December, 1952.

*Irene Chernyz*  
Irene Chernyz, Notary Public.

U. S. GOVERNMENT PRINTING OFFICE 16-51783-1

John B. Rowe, Assignee vs. Leroy James Martin and Naomi E. Martin  
Plaintiff's Exhibit No. 2



Filed FEB 8 1956

6

Docket ..... Folio.....

Case No. ....

Filed .....

JOHN B. ROWE, ASSIGNEE

vs.

LEROY JAMES MARTIN and

NAOMI E. MARTIN

IN THE

CIRCUIT COURT ~~XXXX~~

FOR  
XXK

ANNE ARUNDEL COUNTY  
~~XXXXXXXXXXXXXXXX~~

STATEMENT OF MORTGAGE CLAIM

Statement of the Mortgage Claim of John B. Rowe, Assignee

under the mortgage from Leroy James Martin and Naomi E. Martin

to First Federal Savings & Loan Association of Brooklyn

dated the 11th day of December, 1952 and recorded among the Land

Records of ~~XXXXXX~~ Anne Arundel Co. Liber JHH No. 728 Folio 70;

which mortgage has been assigned to John B. Rowe for the purpose of foreclosure.

Balance on unpaid principal	\$6,932.65
Interest on unpaid principal from August 1, 1955 to March 1, 1956	164.81
	7,097.46
Less balance to credit of Borrowers' Expense Acc't.	9.56
	7,087.90
Total	

Plus interest at the rate of 77 cents per day from March 1, 1956 until paid

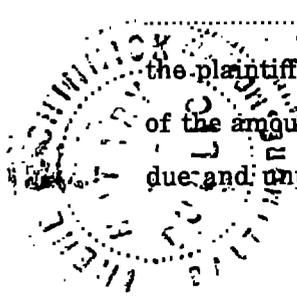
STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 17th day of February 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

John B. Rowe, Assignee

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

*Irene C. Shinnick*  
Irene C. Shinnick, Notary Public



Filed FEB 21 1956

Military Affidavit under Soldiers' and Sailors' Civil Relief Act of 1940 and Amendment thereto of October 6, 1942

JOHN B. ROWE, ASSIGNEE

vs.

LEROY JAMES MARTIN and

NAOMI E. MARTIN

IN THE

Circuit Court

FOR  
OR

~~BALTIMORE COUNTY~~

ANNE ARUNDEL COUNTY

Docket ..... Fol. ....

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared Lawrence F. Tieman, President of  
First Federal Savings & Loan Association of Brooklyn  
and made oath in due form of law that he (~~she~~) knows the defendant(s) herein, and that to the best of his (~~her~~) information, knowledge and belief

are

(1) said defendant(s) ~~is~~ not in the military service of the United States,

are

(2) said defendant(s) ~~is~~ not in the military service of any nation allied with the United States,

have

(3) said defendant(s) ~~is~~ not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended,

are

(4) said defendant(s) ~~is~~ not ~~a~~ member(s) of the Enlisted Reserve Corps who has been ordered to report for military service.

*Lawrence F. Tieman*  
.....  
Affiant.

Lawrence F. Tieman

Subscribed and sworn to before me

this .....17th..... day of February,.... 19...56.

*Irene C. Shinnick*  
.....

Notary Public

Irene C. Shinnick



8  
Filed FEB 21 1956

No. 11,644 Equity



227 ST. PAUL STREET  
BALTIMORE, MD

60 JOHN STREET  
NEW YORK, N. Y.

Know All Men by These Presents:

That we John B. Rowe, 2 E. Lexington Street, Baltimore, Maryland, as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of SEVENTY-FIVE HUNDRED AND 00/100 (\$7500.00) 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 February in the year nineteen hundred and fifty-six

Whereas, the above bounden John B. Rowe - Assignee

by virtue of the power contained in a Mortgage from Leroy James Martin and Naomi E. Martin his wife,

bearing date the 11th day of December, nineteen hundred and fifty-two and recorded among the Land Records of Anne Arundel County, in Liber J. H. H. No. 728, Folio 70, and

WHEREAS: Assignment of said mortgage has been made to John B. Rowe and he

Arundel Co Md. 546 Monroe Circle - Glen Burnie, Anne 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 John B. Rowe

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

Signed, Sealed and Delivered in the presence of

Alvin E. Leroy (Assistant Secretary)

John B. Rowe (Seal)

NEW AMSTERDAM CASUALTY COMPANY

G. Lee Burgess - Vice-President

Bond approved this 21 Feb. 1956, George P. Crowneel clerk

JOHN B. ROWE, ASSIGNEE

vs.

LEROY JAMES MARTIN and  
NAOMI E. MARTIN, his wife.

\* \* \* \* \*

IN THE  
CIRCUIT COURT  
FOR

ANNE ARUNDEL COUNTY

IN EQUITY

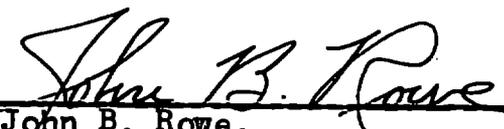
no. 11.644 Equity

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of John B. Rowe, Assignee of the mortgage filed in these proceedings, respectfully shows:

That after filing with the Clerk of this Honorable Court the bond required of him under the law, which bond was duly approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "Maryland - Gazette", a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, said John B. Rowe, Assignee, did, pursuant to said notice, on Tuesday, March 6, 1956, at 3 o'clock, p.m., attend on the premises and then and there sold by Public Auction the leasehold property mentioned and described in the mortgage filed in these proceedings, known as No. 546 Munroe Circle, Glen Burnie, Anne Arundel County, Maryland, unto First Federal Savings & Loan Association of Brooklyn, at and for the sum of Seventy-five Hundred (7500.00) Dollars, subject to an annual rent of Ninety-six (96.00) Dollars; the said purchasers at the price mentioned, being the highest bidder therefor.

Respectfully submitted,

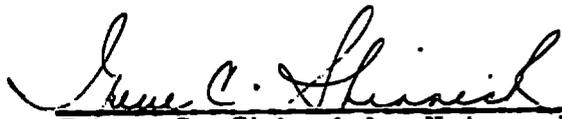
  
John B. Rowe,  
Assignee of said Mortgage

10  
Filed MAR 8 1956

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 7<sup>th</sup> day of March, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared JOHN B. ROWE, Assignee, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true as stated, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

  
Irene C. Shinnick, Notary Public



ORDER NISI

JOHN B. ROWE, ASSIGNEE

versus

LEROY JAMES MARTIN and  
NAOMI E. MARTIN, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,644 Equity

Ordered, this 8th day of March, 1956, That the sale of the property in these proceedings mentioned, made and reported by John B. Rowe, Assignee of said Mortgage Trusts:

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of April next.

The report states that the amount of sales ~~was~~ <sup>was</sup> \$7500.00.

*George J. Cromwell*

Clerk.

True Copy.

MAR 8 1956

Filed

TEST:

Clerk.

(Final Order)

JOHN B. ROWE, ASSIGNEE

versus

LEROY JAMES MARTIN and  
NAOMI E. MARTIN, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 17th day of April, 1956, that the sale made and reported by the ~~Trust~~ <sup>Assignee</sup> 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 ~~Trust~~ <sup>Assignee</sup> allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

*Benjamin Michaelson*  
Judge

FILED

1956 APR 17 PM 3:35

### Mortgage Sale

VALUABLE LEASEHOLD  
RESIDENTIAL  
PROPERTY KNOWN AS  
NO. 546 MUNROE  
CIRCLE, GLEN BURNIE,  
ANNE ARUNDEL  
COUNTY, MARYLAND

By virtue of the power contained in a Mortgage from Leroy James Martin and Naomi E. Martin, his wife, to First Federal Savings & Loan Association of Brooklyn, dated December 11, 1952 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 728 folio 70, which Mortgage has been assigned to John B. Rowe for the purpose of foreclosure, the undersigned Assignee will sell at public auction on the premises on

**Tuesday, March 6, 1956  
At Three O'Clock P. M.**

All that leasehold real estate situate in Anne Arundel County, State of Maryland, and described as follows:

BEGINNING for the same on the westmost side of Munroe Circle, as laid out 40 feet wide, on the plat of Munroe Circle, filed among the Land Records of 4, Rod G-2, Plat No. 2, at a point distant, as referred to the true meridian, South 3° 24' West 1415 feet from the point where the southeast side of Fifth Avenue, S. E. is intersected by the westmost side of the said Munroe Circle; and running thence, with the westmost side of Munroe Circle, South 3° 24' West 50 feet; thence leaving the said Munroe Circle and running North 86° 36' West 110.98 feet to intersect the westmost outline of the whole tract; thence running with the said westmost outline, North 50° 21' East 50.03 feet; thence leaving the said outline and running South 80° 36' East 118.28 feet to the place of beginning, and also all right, title and interest of said Mortgagors in and to a strip of land five feet wide lying in said Munroe Circle, as shown on plat above mentioned adjacent to and parallel with the first line of the above described parcel, for the use in common with others as a footway.

Subject to an annual ground rent of \$08.00 payable one-half yearly on the 30th day of January and July in every year.

Improved by a ranch-type frame dwelling.

TERMS OF SALE: A cash deposit of Seven Hundred Fifty Dollars (\$750.00) will be required of the Purchaser at the time and place of sale and the balance of the purchase money with interest thereon at the rate of six (6) per cent per annum to be paid in cash upon final ratification of the sale.

All expenses including taxes, ground rent and Anne Arundel County sanitary charges, if any, to be adjusted to day of sale.

JOHN B. ROWE,  
Assignee of Mortgage.  
T. C. W. HOBBS & COMPANY,  
Auctioneers. m-1

## Maryland Gazette

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

### CERTIFICATE OF PUBLICATION

Annapolis, Md., *March 12*, 1956

We hereby certify, that the annexed

*Mortgage Sale*

*Leroy James Martin*  
was published in

## Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for *4*

successive weeks before the *6th*  
day of *March*, 1956. The first

insertion being made the *9th* day of  
*February*, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By *H. T. Tilghman*

Filed *MAR 12 1956*

13

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 10, 1956

We hereby certify, that the annexed

Order Nisi - Sale

Eq. 11.644

Leroy James Martin

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 16th

day of April, 1956. The first

insertion being made the 15th

day of March, 1956

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No 11.644 Equity

JOHN H. ROWE, Assignee

Vs.

LEROY JAMES MARTIN and NAOMI E. MARTIN, his wife.

Ordered, this 8th day of March, 1956, That the sale of the property in these proceedings mentioned made and reported by John H. Rowe, Assignee of said Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of April next.

The report states that the amount of sale was \$7500.00.

GEORGE T. CROMWELL, Clerk.

True Copy. TEST:

GEORGE T. CROMWELL, Clerk.

a-3

FILED

1956 APR 10 AM 10:31

No 4395 11



Dr.

John B. Rowe, Assignee, vs. Leroy James Martin and  
Naomi E. Martin

in ac.

To Assignee for Fee, viz:	50	00		
To Assignee for Commissions, viz:	256	62	306	62
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	51	24		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	8	40		
New Amsterdam Casualty Co. - bond premium	30	00		
T. C. W. Hobbs - auctioneer's fee	25	00		
Clerk of Court - recording assignment	1	00		
One-half Federal documentary stamps	4	13		
One-half State documentary stamps	4	12		
Irene C. Shinnick - notary fees	1	00	138	89
To Assignee for Taxes and Ground Rent, viz:				
1956 State and County taxes (\$91.62 -adj.) 2 months 6 days	16	79		
Ground rent due 1/30/56	48	00		
Ground rent from 1/30/56 to 3/6/56	9	60	74	39
To Assignee for Benefit Charges, viz:				
Anne Arundel County Sanitary Commission 1956 water and sewer benefit charge-adj.	4	58		
Water rent due 1/1/56	6	90		
Water rent to 3/6/56	2	53	14	01
To First Federal Savings & Loan Association of Brooklyn, mortgagee - this balance on account mortgage claim	6,968	59	6,968	59
			7,554	00
Amount of mortgage claim filed	7,087	90		
Plus interest on \$6,932.65 from 3/1/56 to 3/6/56 @ 77 per day	4	62		
	7,092	52		
Cr. Amount allowed above	6,968	59		
Balance subject to decree in personam	123	93		

with

John B. Rowe, Assignee

Cr.

1956

Mar.

6 Proceeds of Sale  
 Interest on \$6,750.00, deferred  
 payment, to 4/23/56

7,500 00

54 00

7,554 00

7,554 00

ORDER NISI

LIBER 100 PAGE 497

In the  
**CIRCUIT COURT**  
For  
**ANNE ARUNDEL COUNTY**

..... John B. Rowe,  
..... Assignee  
VERSUS  
..... Leroy James Martin  
..... and  
..... Naomi E. Martin, his wife

No. 11,644 ..... Equity.

ORDERED, This 1st 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 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.

*George J. Cromwell*  
clerk

**In the Circuit Court for Anne Arundel County**

ORDERED BY THE COURT, this 8th day of February, 1957, that the foregoing 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 ~~same~~ proceeds accordingly with a due proportion of interest as the same has been or may be received.

*Benjamin Nicholas*  
Judge

FILED

1957 FEB -8 PM 4:01

1956 MAY 11 AM 11:00  
FILED

# 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. 11,044 EQUITY  
JOHN D. ROWE, Assignee,  
versus  
LEROY JAMES MARTIN and  
NAOMI E. MARTIN, his wife.

Ordered, this 1st 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 con-  
trary be shown on or before the 11th  
day of June next; Provided, a copy  
of this Order be inserted in some news-  
paper published in Anne Arundel  
County, once in each of three successive  
weeks before the 11th day of June  
next.

GEORGE T. CROMWELL, Clerk,  
True Copy, TEST:  
GEORGE T. CROMWELL, Clerk.  
m-24

## CERTIFICATE OF PUBLICATION

Annapolis, Md., June 18, 1956

We hereby certify, that the annexed

Order Nisi Eq. 11,644  
Auditor Account.

Leroy James Martin.  
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 11th

day of June, 1956. The first

insertion being made the 10th day of

May, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

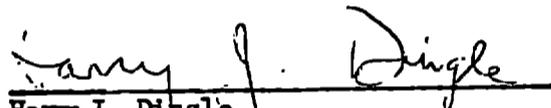
No. M. 957 FEB 22 73 PM 2:46

19

IN THE MATTER OF : IN THE  
THE SALE OF THE MORTGAGED : CIRCUIT COURT  
REAL ESTATE OF EDMUND BIRK : FOR  
AND RUTH ELIZABETH BIRK : ANNE ARUNDEL COUNTY  
: NO. 10,788 EQUITY  
: : : : :

Mr. Clerk:

Please docket this suit for foreclosure and file the original mortgage as "Exhibit A" and statement of mortgage claim as "Exhibit B".

  
Harry J. Dingle  
Attorney Named in the Mortgage  
Fidelity Building  
Baltimore 1, Maryland



Filed 6 Aug., '953.

**This Mortgage,** Made this 20th day of November -----

in the year one thousand nine hundred and fifty ----- between EDMUND BIRK and RUTH ELIZABETH BIRK,  
his wife, -----

of ~~the~~ Anne Arundel County, -----, in the State of Maryland, Mortgagors, and the  
LIGHT STREET SAVINGS AND BUILDING ASSOCIATION OF BALTIMORE CITY, -----  
a body corporate, duly incorporated, Mortgagee.

WHEREAS, the said Mortgagors -----

being members of the said body corporate -----  
have received therefrom an advance of Thirty-two Hundred (\$3200.00) -----  
----- Dollars -----  
on Thirty-two (32) ----- share s of stock, 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 Mortgagors -----

do grant unto the said Mortgagee -----

and its successors and assigns, all that lot -----  
piece or parcel of ground situate and lying in ~~the~~ Anne Arundel County, State of Maryland -----  
~~at present known as No.~~ -----

and described as follows:

BEING Lot Number 3 on the Plat of Alexander Birk's property as shown on the plat of  
the same, recorded among the Land Records of Anne Arundel County in Plat Book F.S.R. No. 1,  
folio 126.

BEING the same lot of ground and premises which by Deed dated of even date herewith  
and recorded or intended to be recorded among the Land Records of Anne Arundel County  
immediately prior hereto, was granted and conveyed by Edwin W. Windle, Widower, unto the  
within-named Mortgagors, as tenants by the entireties.



TOGETHER with the improvements thereon; and the rights and appurtenances thereto belonging or appertaining.

TO HAVE AND TO HOLD the said lot of ground and premises, unto the said Mortgagee, its successors and assigns, ~~in fee simple.~~ <sup>in fee simple.</sup> ~~during the residue of the term of years yet to come and unexpired therein, with the right and benefit of renewal of said term forever; subject to the payment of the yearly rent of \$ \_\_\_\_\_, payable in equal semi-annual instalments on the \_\_\_\_\_ days of \_\_\_\_\_ and \_\_\_\_\_ in each and every year.~~

IF, HOWEVER, the said Mortgagor s shall make the payments and perform the covenants herein on their  
----- part contain'd, then this Mortgage shall be void.

'XP'

3

AND the said Mortgagor s , fo. themselves, their - - - heirs, executors, administrators and assigns, covenant with the said Mortgagee - - - - - its successors and assigns, to pay and perform, as follows, that is to say : To pay the Mortgagee, its successors and assigns weekly, the sum of twenty-five - - - cents on each of said thirty-two - - - shares of stock as dues, until the combined payment of dues shall amount to One Hundred (\$100.00) - - - - - Dollars for each of said thirty-two - - - shares, and also to pay weekly, the sum of ten - - - - - cents for each of said shares, as interest and premium, until the par value of said shares shall be fully paid in, provided that whenever, by payment of said dues the sum of One Hundred (\$100.00) - - - - - dollars shall be paid in upon said loan and all interest and fines then due shall have been paid as provided by the Constitution and By-Laws of the said MORTGAGEE, all interest and premium shall cease as to one share of said loan, and so on until said loan has been fully paid; also to pay all ~~groundrent~~ water rent and taxes and all other public dues, charges, rent and assessments for which the property hereby mortgaged, and the said mortgage debt hereby secured, may become liable when payable; and for the purpose of paying such taxes, water rent and other public dues and charges and the ~~groundrent~~ insurance upon said property, the said MORTGAGORS hereby covenant to pay to the said MORTGAGEE, the further sum of One - - - - -Dollars and twenty-five - -cents weekly, which the said MORTGAGEE shall apply from time to time to the payment of said taxes, water rent and other public dues and charges and the ~~groundrent~~ insurance thereon, with the understanding that should said sum in any year during the continuance of this Mortgage be not sufficient to pay said taxes, water rent and other public dues and charges and the said ~~groundrent~~ insurance thereon, that the said MORTGAGORS will on demand pay the difference to the said MORTGAGEE, but should said sum so paid in any one year be in excess of the amount necessary to pay the said above mentioned charges and expenses upon said property, then said excess shall be credited by the said MORTGAGEE, on the fines, interest and principal due on said Mortgage debt; also to pay all fines that may be imposed on them - - - by the said MORTGAGEE in accordance with its act of incorporation, constitution and by-laws, and to keep the improvements on the said ground fully insured from loss by fire, for the use of the MORTGAGEE in some company acceptable to the said MORTGAGEE, to the extent of its lien thereon, and to deliver the policy to the MORTGAGEE.

AND it is agreed that until default is made the said Mortgagor s, their - heirs, personal representatives or assigns, shall retain possession of the mortgaged property, but upon any such default, the entire indebtedness shall become due and payable.

AND the said Mortgagor s hereby assent to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagors hereby also authorize the said Mortgagee, its successors or assigns or Harry J. Dingle, - - - - - its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of Fifty (\$50.00) - - Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustee for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagors, their - - heirs, personal representatives or assigns, or to whoever may be entitled to the same.

WITNESS the hands and seals of the said Mortgagor s .

TEST:

*George R. Soth*  
George R. Soth

*Edmund Birk* (SEAL)  
Edmund Birk  
*Ruth Elizabeth Birk* (SEAL)  
Ruth Elizabeth Birk  
\_\_\_\_\_  
(SEAL)

BOOK 601 PAGE 256

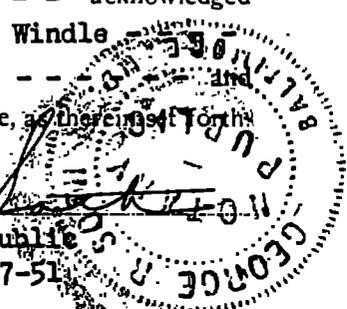
STATE OF MARYLAND, CITY OF BALTIMORE - - - - - SS:

I HEREBY CERTIFY, that on this 20th day of November - - - - in the year one thousand nine hundred and fifty - - - - ; before me, a Notary Public - - - of the State of Maryland, in and for the City of Baltimore - - - - - aforesaid, personally appeared Edmund Birk and Ruth Elizabeth Birk, his wife, - - - - - the Mortgagor s named in the foregoing Mortgage, and they - - - - - acknowledged the foregoing Mortgage to be their - - act. At the same time also appeared Edwin W. Windle - - - - - the President of the within-named corporate Mortgagee, - - - - - and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide, as thereunto.

AS WITNESS my hand and Notarial Seal.

Recorded- 28th November, 1950,  
at 1:15 P.M.

*George R. Soth*  
George R. Soth - Notary Public  
My commission expired 5-7-51



# MORTGAGE

FROM

EDMUND BIRK and

RUTH ELIZABETH BIRK, his wife

TO

LIGHT STREET SAVINGS AND BUILDING

ASSOCIATION OF BALTIMORE CITY

BLOCK NO. \_\_\_\_\_

Received for Record Nov-28 1950.

at 1-15 o'clock P. M. Same day recorded in

Liber 770 No. 601 Folio 254 etc.,

Land Records of Armed Forces

and examined per

John H. Hopkins Clerk.

Cost of Record, \$ \_\_\_\_\_

**HARRY J. DINGLE  
ATTORNEY-AT-LAW  
217 MURPHY BUILDING  
BALTIMORE 2, MD**

The Daily Record Company, Baltimore, Md.

Cost \$5.00

Statement of Balance due on Mortgage Account No. 1005Association Light Street Date July 13, 1953Mortgagee Edinboro, Pa. Address \_\_\_\_\_Mortgage Loan \$3200.00Paid on Account 2033.85Balance due on Mortgage 2166.15Interest for 9 weeks at 2<sup>20</sup> per week 19.80Balance due on Mortgage and interest 2185.95~~Debit~~ or Credit Property Expense Account 17.47Balance Due the Association 2203.42

Release of Mortgage Charges \_\_\_\_\_

Total \_\_\_\_\_

Extra Interest Collected after Statement Date \_\_\_\_\_

Grand Total \_\_\_\_\_

Interest has been charged to July 20 1953 if settlement is  
 after this date please add \$2<sup>20</sup> per week to the above statement  
 for Grand Total.

Joseph Satch  
 Secretary.

"EXHIBIT B"

Filed 6 Aug. 1953.

IN THE MATTER OF THE	:	IN THE
SALE OF THE	:	CIRCUIT COURT FOR
MORTGAGED REAL ESTATE	:	ANNE ARUNDEL COUNTY
OF EDMUND BIRK AND RUTH	:	EQUITY: No. 10,788
ELIZABETH BIRK.	:	

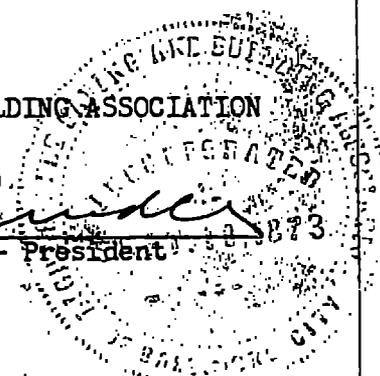
:::

AMENDED STATEMENT OF MORTGAGE CLAIM

To Balance due on principal of mortgage	\$	<u>2166.15</u>
To Interest from <u>May 18, 1953</u> thru August <u>31</u> , 1953.	\$	<u>33.00</u>
GROSS BALANCE.....	\$	<u>2199.15</u>
Less Debit - Property Expenses account	\$	<u>17.47</u>
NET BALANCE of principal and interest due on mortgage to August <u>31</u> , 1953.	\$	<u>2216.62</u>

LIGHT STREET SAVINGS AND BUILDING ASSOCIATION  
OF BALTIMORE CITY

By: Edwin W. Windle  
Edwin W. Windle - President



STATE OF MARYLAND )  
                                  ) TO WIT:  
CITY OF BALTIMORE )

I Hereby Certify that on this 24th day of August, 1953, before me, the subscriber, a Notary Public of the State and City aforesaid, personally appeared Edwin W. Windle, President, Light Street Savings and Building Association, and made oath in due form of law that the Amended Statement of Mortgage Claim is correct to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

George R. Soth  
George R. Soth - Notary Public  
*Filed 1 Sept, 1953.*



Jud. 14042.

MORTGAGEE OR ATTORNEYS' BOND

No. 10,788 Equity

Know all Men by these Presents:

THAT WE Harry J. Dingle, 1117 Fidelity Building, 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 Five Hundred and 00/100 (\$ 2,500.00) Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 14th day of August in the year of our Lord nineteen hundred and fifty-three

WHEREAS, the above bounden Harry J. Dingle by virtue of a power contained in mortgage from Light Street Savings & Building Association to Edmund Birk and Ruth Elizabeth Birk, his wife

dated November 20th, 1950 and recorded in Liber JHH No. 601 folio 254 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 Harry J. Dingle 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

Mary R. Hopkins
Mary R. Hopkins

Harry J. Dingle [SEAL]
Harry J. Dingle

MARYLAND CASUALTY COMPANY

By Ralph C. Holliday - Attorney-in-fact

ATTEST:

L. Hill
L. Hill

approved this 1 Sept, 1953
John H. Hopkins, 3rd, Clerk

Filed 1 Sept, 1953

STATE OF MARYLAND, Baltimore City, act:

KNOW ALL MEN BY THESE PRESENTS: That MARYLAND CASUALTY COMPANY, a corporation of the State of Maryland, does hereby constitute and appoint Vandervoort Rand, Joseph F. Howell, Ralph C. Holliday and Robert 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.



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 14th day of August 1953 in full force and effect.

MARYLAND CASUALTY COMPANY

By: HARRY C. MICHAEL  
Vice-President

MARYLAND CASUALTY COMPANY

D. W. Vauthier, Assistant Secretary

Military Affidavit under Soldiers' and Sailors' Civil Relief Act

LIBER 100 PAGE 508 of 1940 and Amendment thereto of October 6, 1942

IN THE MATTER OF  
THE SALE OF THE MORTGAGED.....  
REAL ESTATE OF EDMUND BIRK  
.....  
~~YBX~~  
AND RUTH ELIZABETH BIRK  
.....

IN THE  
**Circuit Court**  
OF  
ANNE ARUNDEL COUNTY  
~~BALTIMORE COUNTY~~  
NO. 10,788 EQUITY.

Docket ..... Fol. ....

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, To WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared Harry J. Dingle, Attorney,

s

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

s are not  
(1) said defendant ~~is~~ not in the military service of the United States,

s are not  
(2) said defendant ~~is not~~ in the military service of any nation allied with the United States,

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

s are not  
(4) said defendant ~~is not~~ a member of the Enlisted Reserve Corps who has been ordered to report for military service.

*Harry J. Dingle*  
Harry J. Dingle, Attorney - Affiant.

Subscribed and sworn to before  
me this 26<sup>th</sup> day of October 1953.

*Mary R. Hopkins*  
Notary Public



*Filed 30 Oct., 1953.*



IN THE MATTER OF	:	IN THE
THE SALE OF THE MORTGAGED	:	CIRCUIT COURT FOR
REAL ESTATE OF EDMUND BIRK	:	ANNE ARUNDEL COUNTY
AND RUTH ELIZABETH BIRK	:	NO. <u>10,788</u> EQUITY
: : : : : : : : : : :		

PURCHASER'S AGREEMENT

I Hereby Certify that on October 5, 1953, at a public sale on the premises I purchased the property described in detail below at and for the sum of \$2500.00

Being Lot No. 3 on the Plat of Alexander Birk's property as shown on the plat of the same, recorded among the Land Records of Anne Arundel County in Plat Book F.S.R. No. 1, folio 126.

Being the same property which by Deed dated November 20, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 601, folio 252, was granted and conveyed by Edwin W. Windle, widower, to Edmund Birk and Ruth Elizabeth Birk, his wife.

I further certify that said sale was fairly made.

*George R. Soth*  
 George R. Soth  
 1633 E. 33rd Street  
 Baltimore, Maryland

STATE OF MARYLAND  
CITY OF BALTIMORE, to wit:

I Hereby Certify that on the 26<sup>th</sup> day of October, 1953, before me, the subscriber, a Notary Public of the City and State aforesaid, personally appeared GEORGE R. SOTH, 1633 E. 33rd Street, Baltimore, Maryland, and made oath in due form of law that the matters and facts set forth in the foregoing Purchaser's Agreement are true to the best of his knowledge, information and belief.

Witness my hand and Notarial Seal.

*Mary R. Hopkins*  
 Notary Public



ROUSE AND MORTON  
ATTORNEYS AT LAW  
ANNAPOLIS, MARYLAND

*Filed 30 Oct, 1953.*

*112*

IN THE MATTER OF	:	IN THE
THE SALE OF THE MORTGAGED	:	CIRCUIT COURT FOR
REAL ESTATE OF EDMUND BIRK	:	ANNE ARUNDEL COUNTY
AND RUTH ELIZABETH BIRK	:	NO. <u>10,788</u> EQUITY
:	:	:
:	:	:
:	:	:

REPORT OF SALE

The Report of Sale of Harry J. Dingle, Attorney named in Mortgage respectfully represents:

1. That under and by virtue of a power of sale contained in a Mortgage from Edmund Birk and Ruth Elizabeth Birk to Light Street Savings and Building Association of Baltimore City dated November 20, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 601, folio 254, default having occurred thereunder and after giving bond with approved security, and after giving notice of the time, place, manner and terms of sale by advertisement in The Maryland-Gazette, a newspaper published in Anne Arundel County, for more than twenty (20) days in advance of the sale, he did pursuant to said notice appear on the premises on October 5, 1953 at 10 A. M. and then and there proceeded to sell the real estate described in said Mortgage as follows:

Being Lot No. 3 on the plat of Alexander Birk's property as shown on the plat of the same, recorded among the Land Records of Anne Arundel County in Plat Book F.S.R. No. 1, folio 126.

Being the same property which by Deed dated November 20, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 601, folio 252, was granted and conveyed by Edwin W. Windle, widower, to Edmund Birk and Ruth Elizabeth Birk, his wife.

*Filed 30 Oct., 1953.*

-2-

2. That he offered said real estate for sale and sold the same to George R. Soth, 1633 E. 33rd Street, Baltimore, Maryland, at and for the sum of \$2500.00, that being the highest bid for said property.

AND, as in duty bound, etc.

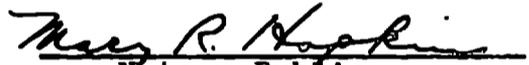
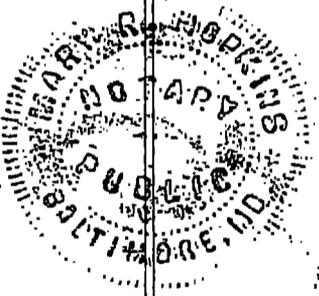


Harry J. Dingle  
Attorney named in the  
Mortgage  
1117 Fidelity Building  
Baltimore, Maryland

STATE OF MARYLAND  
CITY OF BALTIMORE, to wit:

I Hereby Certify that on the <sup>th</sup> 26 day of *October*, 1953, before me, the subscriber, a Notary Public of the City and State aforesaid, personally appeared, Harry J. Dingle, Attorney named in the Mortgage, 1117 Fidelity Bldg., Baltimore, Maryland, 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.

Witness my hand and Notarial Seal.

  
Notary Public

IN THE MATTER OF THE SALE OF THE  
MORTGAGED REAL ESTATE OF

~~XXXXXX~~

EDMUND BIRK AND  
RUTH ELIZABETH BIRK

IN THE  
CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,788 Equity

Ordered, this 30 day of October, 19 53, That the sale of the  
Real Estate in these Proceedings mentioned,  
made and reported by Harry J. Dingle, Attorney named in the Mortgage,  
~~Trustee,~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 7  
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 7  
day of December next.

The report states that the amount of sales to be \$ 2,500.00.

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

True Copy,

TEST: Clerk.

*Filed 30 Oct., 1953.*

(Final Order)

IN THE MATTER OF THE SALE OF THE  
MORTGAGED REAL ESTATE OF

~~XXXXXX~~

EDMUND BIRK AND  
RUTH ELIZABETH BIRK

IN THE  
CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 19<sup>th</sup> day of December, 19 53,  
that the sale made and reported by the ~~Trustee~~ <sup>Attorney</sup> aforesaid, be and the same ~~is~~ <sup>is</sup> 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~~ <sup>Attorney</sup> allowed the usual commissions and such proper expenses as he shall pro-  
duce vouchers for the Auditor.

*Benjamin Nicholson*  
Judge.

*Filed 19 Dec., 1953.*

16

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 2, 1953

We hereby certify, that the annexed -----

mortgage  
Eq. 10.088

Edmund Birk

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4 -----

successive weeks before the 5th -----

day of October, 1953. The first

insertion being made the 10th ----- day of

September, 1953.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel P. Tilghman

Filed 3 Nov. 1953.

ATTORNEY'S SALE  
OF VALUABLE MORTGAGED  
REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Edmund Birk and Ruth Elizabeth Birk to Light Street Savings and Building Association of Baltimore City dated November 20, 1950, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 601, folio 254 (default having occurred thereunder) Harry J. Dingle, the attorney named in the mortgage, will sell at public auction on the premises (known as No. 6812 Marley Neck Road, Anne Arundel County, Maryland) on October 8, 1953, at 10 o'clock A. M. the following described parcel of land lying and being in Anne Arundel County, State of Maryland:

Being Lot No. 3 on the Plat of Alexander Birk's property as shown on the plat of the same, recorded among the Land Records of Anne Arundel County in Plat Book F. S. R. No. 1, folio 128.

Being the same property which by Deed dated November 20, 1950, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 601, folio 252, was granted and conveyed by Edwin W. Windle, widower, to Edmund Birk and Ruth Elizabeth Birk, his wife.

The property is improved by a dwelling house and is known as 6812 Marley Neck Road, Anne Arundel County, Maryland.

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 Six Per Cent (6%) per annum from date of sale.

All taxes and public charges to be adjusted to date of sale. For further particulars, apply to Harry J. Dingle, 1117 Fidelity Building, Baltimore 1, Maryland.

AUCTIONEERS  
E. T. NEWELL & CO., INC.  
1419 Maryland Avenue  
Baltimore, Maryland

o-1

No. M. G. 10.088...

16

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md. December 2, 1953

We hereby certify, that the annexed

Order nisi - Sale - Eq. 10788

Edmund Birk

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 7th

day of December, 1953. The first

insertion being made the 5th

November, 1953.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed 19 Dec., 1953.

ORDER NISI

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 10,788 Equity IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF EDMUND BIRK AND RUTH ELIZABETH BIRK.

Ordered, this 30th day of October, 1953, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Harry J. Diagle, Attorney named in the Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 7th 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 7th day of December next.

The report states that the amount of sales to be \$2,000.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

n-28

No. MFG. 11745

17



Dr. In the Matter of the Sale of the Mortgaged Real Estate of in ac.  
 Edmund Birk and Ruth Elizabeth Birk, his wife

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	108	55		158 55
<hr/>				
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	19	75		
Auditor - stating this account	13	50		43 25
<hr/>				
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	32	52		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Maryland Casualty Co. - bond premium	10	00		
E. T. Newell & Co., Inc. - auctioneer's fee	25	00		
One-half Federal documentary stamps	1	38		
One-half State documentary stamps	1	37		
Mary R. Hopkins - notary fees	1	50		85 77
<hr/>				
To Light Street Savings & Building Ass'n of Baltimore City, mortgagee - in full for mortgage claim, viz:				
Amount due as of 8/31/53 as shown by Amended Statement of Mortgage Claim filed	2,216	62		
Interest from 8/31/53 to 10/5/53 @ \$2.20 per week - five weeks	11	00		
Property Expense account	17	47		2,245 09
<hr/>				
To Edmund Birk and Ruth E. Birk, his wife, mortgagors - this balance	9	30		9 30
<hr/>				
				2,541 96



ORDER NISI

In the Matter of the Sale of the  
Mortgaged Real Estate  
of ~~TERSMS~~  
Edmund Birk  
and  
Ruth Elizabeth Birk, his wife

In the  
CIRCUIT COURT  
For  
ANNE ARUNDEL COUNTY

No. 10,788 Equity.

ORDERED, This 11 day of January, 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 15  
day of February next; Provided a copy of this Order be inserted in some newspaper  
published in Anne Arundel County, once in each of three successive weeks before the  
15 day of February next.

*Filed 11 Jan 1954*  
*John H. Hopkins, 3rd, Clerk*  
In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 8<sup>th</sup> day of February, 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.

*Matthew S. Evans*  
Judge

FILED

1957 FEB -9 AM 9:42

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 3, 1954

We hereby certify, that the annexed

Order File - Sub. Accts. - Eq. 10788

Edmund Birk

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 15th

day of February, 1954. The first

insertion being made the 14th

day of January, 1954.

FILED

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 11989 1957 FEB -7 PM 2:47

By Marie Tate

L. S.

ORDER NISI

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 10,788 Equity

In The Matter Of The Sale Of The Mortgaged Real Estate Of EDMUND BIRK And RUTH ELIZABETH BIRK, His Wife.

Ordered, this 11th day of January, 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 15th day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15th day of February next.

JOHN H. HOPKINS, 3rd., Clerk. True Copy, TEST: JOHN H. HOPKINS, 3rd., Clerk. 1-28

THE CAPITAL BUILDING AND LOAN  
ASSOCIATION OF BALTIMORE CITY

vs.

KENNETH C. HAMMOND and  
SHIRLEY M. HAMMOND, his wife

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

IN THE CIRCUIT COURT

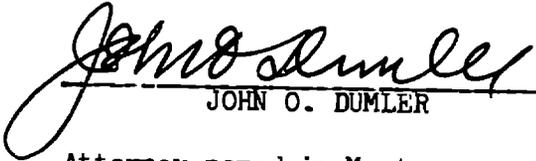
OF

ANNE ARUNDEL COUNTY

*No. 10,818 Equity*

Mr. Clerk:

Please docket the above entitled case, and file the enclosed mortgage as Plaintiff's Exhibit "A".

  
JOHN O. DUMLER

Attorney named in Mortgage

*Filed 29 Sept, 1953.*

[DR.—CITY OR COUNTY]



# Mortgage

THIS MORTGAGE, Made this *No. 10, 818 Equity*  
 Nineteen Hundred and Fifty-two 18th day of July, in the year  
 , by and between Kenneth C. Hammond and Shirley M.

Hammond, his wife,

of Anne Arundel County, in the State of Maryland, hereinafter called the  
 Mortgagor, and THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate  
 of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the said Mortgagor, being a member of the said body corporate, has received therefrom  
 an advance or loan of Thirty-one Hundred  
 Dollars (\$ 3100.00 ), said advance or loan having been used in part payment of the purchase money  
 for the property hereinafter described; and

WHEREAS, the said Mortgagor being therefore justly indebted unto the Mortgagee for borrowed  
 money in the said principal sum of Thirty-one Hundred  
 Dollars (\$ 3100.00 ), the said Mortgagor does hereby covenant to repay the same, with interest at the  
 rate of six per centum ( 6 % ) per annum, computed monthly, unto the Mortgagee,  
 or its assigns, at the office of the Mortgagee, or its assigns, in monthly instalments (including principal  
 and interest) of Twenty-eight Dollars (\$ 28.00 ),  
 plus one-twelfth of the annual taxes, water rents, ground rent, if any, insurance premiums, and other  
 public charges and assessments, commencing on the first day of August, 1952, and  
 continuing on the first day of each month thereafter until the principal, interest and such charges as may  
 be imposed upon the said Mortgagor under the by-laws of said body corporate, (which by-laws are hereby  
 referred to and expressly made a part hereof), are fully paid.

The said instalment payments may be applied by the Mortgagee in the following order: (1) to the  
 payment of interest; (2) to the payment of all taxes, water rents, assessments or public charges of every  
 nature and description, ground rent, if any, insurance premiums and other charges affecting the herein-  
 after described premises; and, (3) towards the payment of the aforesaid principal sum.

AND WHEREAS, this mortgage shall also secure future advances so far as is legally permissible at  
 the date hereof.

THIS mortgage loan may be prepaid, in whole or in part, and when the amount prepaid equals or  
 exceeds twenty per cent of the original principal amount of the loan, ninety days' interest on the amount  
 prepaid will be charged as a consideration for the acceptance of such prepayment.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and the sum  
 of One Dollar, this day paid, the receipt whereof is hereby acknowledged, the said Mortgagor

does hereby grant, convey and assign unto the said Mortgagee, its successors and assigns, all those  
 lot(s) of ground situate, lying and being in Anne Arundel County  
 State of Maryland, and particularly described as follows:

BEING known and designated as Lots Numbered Three Hundred Seventy-six (376),  
 Three Hundred Seventy-seven (377), Three Hundred Seventy-eight (378) and Three Hundred  
 Seventy-nine (379), as shown on Plat Numbered One (1) of Clearwater Beach which plat  
 is filed among the Land Records of Anne Arundel County in Plat Book W.M.B. No. 1,  
 folio 53. See also amended plat of Clearwater Beach recorded among the Land Records  
 of Anne Arundel County in Plat Book F.S.R. No. 1, folio 44, (new reference Cabinet  
 #1, Rod D, Plat 8.)

Lots Nos. 376 and 377 being the same lots of ground which, by deed of even date  
 herewith and recorded or intended to be recorded among the Land Records aforesaid  
 immediately prior hereto were granted and conveyed by Gertrude R. Wheeler and husband  
 to the herein mortgagors.

*Plaintiff's Exhibit A.*  
*F.O. 1, 29 Sept, 1953.*

Lots Nos. 378 and 379 being the same lots of ground which, by deed dated April 25, 1952 and recorded among the Land Records aforesaid in Liber J.H.H. No. 679, folio 527, were granted and conveyed by The Kenwick Company to Kenneth C. Hammond.

Lots Nos. 378 and 379 being also the same lots of ground described in a first mortgage from the herein named Mortgagors to the said Mortgagee, dated April 25, 1952 and recorded among the Land Records aforesaid in Liber J.H.H. No. 679, folio 529, made to secure the repayment of the sum of Fifty-five Hundred Dollars and interest.

TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures.

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

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

It is agreed that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary, and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced shall be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to.

And the said Mortgagor does further covenant and agree:

1. To repay the indebtedness, together with interest, as herein provided.
2. To keep the improvements on said property in good repair, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies designated by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.
3. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time.
4. To pay all taxes, water rent, ground rent, if any, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate herein agreed to from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with interest thereon.
5. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.
6. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the Mortgagor (s), by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the Mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided, at the option of the Mortgagee.
7. That the whole of said Mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly instalment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days.
8. That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.

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

AND the said Mortgagor, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, does hereby (1) declare his assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); and the said Mortgagor does hereby (2) also authorize the said Mortgagee, its successors or assigns, or Harry A. Kohlerman or John O. Dumler, its duly authorized Attorneys, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in the county or city in which the land is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of Seventy-five Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making said sale equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagor, or his assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor, or his assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

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

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

WITNESS:

Kenneth C. Hammond (SEAL)  
Kenneth C. Hammond

Dorothy Basel  
Dorothy Basel

Shirley M. Hammond (SEAL)  
Shirley M. Hammond

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, That on this 18th day of July, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Kenneth C. Hammond and Shirley M. Hammond, his wife, known to me to be

the above-named Mortgagor(s), and they acknowledged the foregoing Mortgage to be their act:

At the same time also personally appeared Carl F. Dockman, the President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said Mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

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

*Dorothy Basel*  
Dorothy Basel Notary Public

My commission expires May 4, 1953



Recorded-22nd-July-1952-at-2:50-P.M.

**Mortgage** 20 2000

FROM

KENNETH C. HAMMOND

AND WIFE

TO

THE CAPITAL  
BUILDING AND LOAN ASSOCIATION  
OF BALTIMORE CITY

Received for Record 22  
of July 1952 at 2:50 P.M.  
and the same day recorded in Liber  
J. H. H. Va. 676. Fol. 423, Layed  
in the office of Anne Arundel County  
Jan 18 1953 Clerk

KOHLERMAN AND DUMLER  
Attorneys at Law  
Baltimore, Maryland

*[Signature]* 671

File No. 9204-T

Property:

Lots 376-377-378-379, Plat  
1, Clearwater Beach

Description approved

*[Signature]*

Execution approved

THE CAPITAL BUILDING AND LOAN  
ASSOCIATION OF BALTIMORE CITY

IN THE CIRCUIT COURT

vs.

OF

KENNETH C. HAMMOND and  
SHIRLEY M. HAMMOND, his wife

ANNE ARUNDEL COUNTY

*No. 10,818 Equity*

I HEREBY CERTIFY, That on this *25<sup>th</sup>* day of *September* 1953,  
before me, the subscriber, A Notary Public of the State of Maryland, in and for  
Baltimore City, personally appeared Charles F. Loos, Vice-President of The  
Capital Building and Loan Association of Baltimore City, Plaintiff in the above  
entitled case, and made oath in due form of law that the Defendants, Kenneth  
C. Hammond and Shirley M. Hammond, his wife, against whom the above case has been  
docketed, are not in the Military Service of the United States, or of any nation  
with which the United States is allied in the present war, that they have not  
been ordered to report for induction under the Selective Training and Service  
Act of 1940, that they are not members of the Enlisted Reserve Corps and have not  
been ordered to report for service therein.

*Isabelle Bowes*  
Notary Public  
Isabelle Bowes



*Charles F. Loos - V. P. Loos*  
Charles F. Loos Affiant

*Filed 29 Sept, 1953.*

# Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE 3

*No. 10,818 Equity*

KNOW ALL MEN BY THESE PRESENTS:

That we, John O. Dumler  
1406 Fidelity Building  
Baltimore, 1, Maryland as Principal,

and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of TEN THOUSAND AND 00/100 - - - - -

- - - - - (\$10,000.00) - Dollars,

to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 19th day of October in the year of our Lord nineteen hundred and fifty-three

Whereas, the above bounden John O. Dumler

by virtue of the power contained in a mortgage from Kenneth C. Hammond and Shirley M. Hammond

to The Capital Building & Loan Association of Baltimore City

bearing date the 18th day of July, 1952 and recorded

among the mortgage records of Anne Arundel County

in Liber JHH No. 696 Folio 243 and

John O. Dumler

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden John O. Dumler

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

In Testimony Whereof, the above bounden John O. Dumler

has hereunto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of:

Antoinette M. Granese

John O. Dumler (SEAL)

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

K. Woodburn

As to Surety

E. V. Shockley

Attorney-in-Fact

MD3228a-500, 6-49 124470  
Mortgagee's or Attorney's Bond

*Approved this 20 Oct., 1953.  
John H. Hopkins, 3rd, Clerk.  
F.D. 1, 20 Oct., 1953.*

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of MARYLAND, does hereby constitute and appoint E. V. Shockley its Attorney-in-Fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in any Court in or of the State of Maryland and it does hereby declare that all such bonds signed and executed by its said Attorney-in-Fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND duly affixed by its Vice-President and attested by its Assistant Secretary, this 21st day of April, 1932.



FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST: J. G. YOST  
Assistant Secretary

By: E. R. NUTTLE  
Vice President

I HEREBY CERTIFY that the above is a correct and true copy of the original Power of Attorney.  
October 19, 19 53

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Jay S. Price,  
Assistant Secretary

THE CAPITAL BUILDING AND LOAN  
ASSOCIATION OF BALTIMORE CITY

:

IN THE CIRCUIT COURT

vs.

:

OF

KENNETH C. HAMMOND and  
SHIRLEY M. HAMMOND, his wife

:

ANNE ARUNDEL COUNTY  
*No. 10,818 Equity*

.....

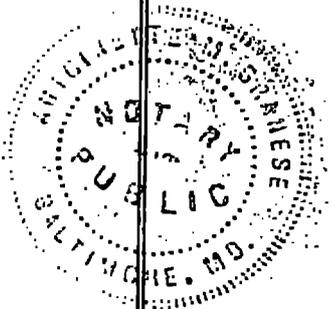
STATEMENT OF MORTGAGE CLAIM

Amount of mortgage dated July 18, 1952	\$ 3100.00
Plus interest and taxes advanced to date	<u>166.88</u>
TOTAL MORTGAGE CLAIM	\$ 3266.88

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY that on this 13th day of October, in the year one thousand nine hundred fifty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared Mary E. Bauer, Secretary of The Capital Building and Loan Association, and made oath in due form of law that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.



*Antoinette M. Granese*  
Antoinette M. Granese Notary Public

My commission expires May 2, 1955.

*Filed 21 Oct, 1953.*

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

IN THE CIRCUIT COURT

FOR

VS.

ANNE ARUNDEL COUNTY (In Equity)

KENNETH C. HAMMOND and SHIRLEY M. HAMMOND, his wife

Case No. 10,818 Docket Folio

.....

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 27th day of October, 1953, sold the property described in the attached advertisement of sale at and for the sum of \$10,000 to Zulver Realty Company being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

Alex Cooper Auctioneer

PURCHASERS AGREEMENT

We hereby certify that we have this 27th day of October, 1953, purchased the property described in the attached advertisement of sale from John O. Dumler, Attorney named in mortgage, at and for the sum of \$10,000 and we hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Zulver Realty Co. ZULVER REALTY CO.

TEST: Alvin H. Levin

By I. Zulver Purchaser

Legal Notices

ROBERTMAN & DUMLER ATTORNEYS AT LAW SOLICITORS 1408 ADELPHI BUILDING Baltimore, Maryland

ATTORNEY'S SALE OF VALUABLE FEE SIMPLE IMPROVED REAL ESTATE In The Third Election District of Anne Arundel County, Maryland at Clearwater Beach.

Under and by virtue of the power and authority contained in mortgage from Kenneth C. Hammond and Shirley M. Hammond, his wife, to The Capital Building and Loan Association of Baltimore City dated July 18, 1952 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 436, folio 423, etc., the undersigned Attorney named in said mortgage to make sale in case of default (default having occurred thereunder) will offer for sale at public auction on the premises on Tuesday, the 27th day of October, 1953 at two o'clock P. M. all those lots and parcels of land and the improvements thereon situate in the Third Election District of Anne Arundel County, Maryland and described as follows:

BEING known and designated as Lots Numbered Three Hundred Seventy-Six (376), Three Hundred Seventy-seven (377), Three Hundred Seventy-eight (378) and Three Hundred Seventy-nine (379), as shown on Plat Numbered One (1) of Clearwater Beach which plat is filed among the Land Records of Anne Arundel County in Plat Book W. M. B. No. 1, folio 53. See also amended plat of Clearwater Beach recorded among the Land Records of Anne Arundel County in Plat Book F. S. R. No. 1, folio 44, (new reference Cabinet No. 1, Rod D, Plat 8.) Said lots having a combined frontage of one hundred feet on Fernhill Road as shown on said plat and a depth of one hundred twenty-five feet, subject to the restrictions contained in a deed dated April 26, 1946, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 363, folio 331.

The improvements thereon consist of a one story cinder block dwelling and a one story cinder block dwelling and completed. Said lots are in fee simple.

The dwelling erected on Lots Three Hundred Seventy-eight and Three Hundred Seventy-nine will be first offered for sale and the bid reserved; the uncompleted dwelling on Lots Three Hundred Seventy-six and Three Hundred Seventy-seven will then be offered for sale and the bid reserved for them. Both dwellings will be offered for sale as an entirety and the sale shall be made in the manner producing the greatest amount.

TERMS OF SALE: Cash, upon ratification of sale by the Court. A deposit of \$500.00 will be required of the purchaser or purchasers at the time and place of sale, the balance of the purchase money with interest thereon at the rate of six per cent per annum from day of sale. Taxes and all other public charges to be adjusted to day of sale.

JOHN O. DUMLER, Attorney named in Mortgage. ALEX COOPER, Auctioneer.

Filed 30 Oct., 1953.

10

THE CAPITAL BUILDING AND LOAN  
ASSOCIATION OF BALTIMORE CITY

\*

IN THE CIRCUIT COURT

\*

FOR

VS.

\*

ANNE ARUNDEL COUNTY

KENNETH C. HAMMOND and  
SHIRLEY M. HAMMOND, his wife \* \* \* \* \*

(In Equity)

No. 10,818

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

The report of sale of John O. Dumler, Attorney named in the mortgage to make sale of the fee simple property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust, which was duly approved, and having given notice of the time, place, manner and terms of sale, by the advertisements inserted in the Maryland Gazette, a newspaper published in Anne Arundel County, for more than twenty days preceding the day of sale, the said John O. Dumler, Attorney named in mortgage, did, pursuant to said notice on the twenty-seventh day of October, 1953 at two o'clock P.M., sell on the premises, the aforesaid fee simple property unto Zulver Realty Company at and for the sum of Ten Thousand Dollars (\$10,000) cash, the said Zulver Realty Company having offered the greatest price therefor.

*John O. Dumler*  
John O. Dumler  
Attorney named in mortgage

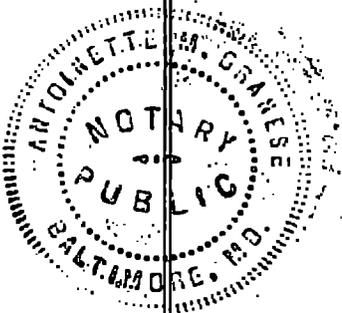
STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I hereby certify, that on this twenty-eighth day of October, in the year one thousand nine hundred and fifty-three, before me, the subscriber a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid personally appeared John O. Dumler, Attorney named in mortgage, and made oath that the facts stated in the foregoing Report of Sale are true as therein set forth and that the said sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal

*Antoinette M. Granese*  
Antoinette M. Granese NOTARY PUBLIC

My commission expires May 2, 1955



*Filed 30 Oct., 1953.*

THE CAPITAL BUILDING AND LOAN  
ASSOCIATION OF BALTIMORE CITY

versus

KENNETH C. HAMMOND and  
SHIRLEY M. HAMMOND, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,818 Equity

Ordered, this 30 day of October, 19 53, That the sale of the  
Property in these Proceedings mentioned,  
made and reported by John O. Dumlér, Attorney named in Mortgage,  
~~Trustee~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 7  
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 7  
day of December next.

The report states that the amount of sales to be \$ 10,000.00.

*John F. Hopkins, 3rd* Clerk.

True Copy,

TEST: Clerk.

(Final Order)

*Filed 30 Oct, 1953.*

THE CAPITAL BUILDING AND LOAN  
ASSOCIATION OF BALTIMORE CITY

versus

KENNETH C. HAMMOND and  
SHIRLEY M. HAMMOND, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 2<sup>th</sup> day of March, 19 54,  
that the sale made and reported by the ~~Trustee~~ <sup>Attorney</sup> aforsaid, be and the same ~~is~~ <sup>is</sup> hereby ~~Ratified~~ <sup>finally</sup> 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~~ <sup>Attorney</sup> allowed the usual commissions and such proper expenses as he shall pro-  
duce vouchers for the Auditor.

*Benjamin Michaelson*  
Judge.

*Filed 13 Mar, 1954.*

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 2, 1953

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 10818

Kenneth C. Hammond

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 7th

day of December, 1953

The first insertion being made the 5th

day of November, 1953

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed 12 Mar, 1954

ORDER NISI IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 10,818 Equity THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY vs. KENNETH C. HAMMOND and SHIRLEY M. HAMMOND, his wife. Ordered, this 30th day of October, 1953, That the sale of the Property in these Proceedings mentioned, made and reported by John O. Dunler, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 7th 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 7th day of December next. The report states that the amount of sales to be \$10,000.00. JOHN H. HOPKINS, 3rd., Clerk. True Copy, TEST: JOHN H. HOPKINS, 3rd., Clerk. n-26

No. M.G. 11244

13



Dr. The Capital Building & Loan Association of Baltimore City Vs. in ac.  
Kenneth C. Hammond and Shirley M. Hammond, his wife

To Attorney for Fee, viz:	75	00		
To Attorney for Commissions, viz:	337	08	412	08
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	19	75		
Auditor - stating this account	18	00	47	75
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	48	76		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sunpapers - advertising sale	28	95		
Fidelity & Deposit Co. of Md. - bond premium	40	00		
Alex Cooper - auctioneer's commissions	25	00		
Labor - completing portions of premises and cleaning debris	75	00		
One-half Federal documentary stamps	5	50		
One-half State documentary stamps	5	50		
Antoinette M. Granese - notary fees	2	00	244	71
To Attorney for Taxes, viz:				
1953 State and County taxes on Lots 376 and 377 - adjusted	6	51	6	51
To The Capital Building & Loan Ass'n of Baltimore City, mortgagee - in full for first mortgage claim	5,547	58	5,547	58
To The Capital Building & Loan Ass'n of Baltimore City, mortgagee - in full for second mortgage claim	3,266	88	3,266	88
To The Capital Building & Loan Ass'n of Baltimore City, mortgagee - this balance on account third mortgage claim	724	13	724	13
			10,249	64
Amount of third mortgage claim filed	1,560	19		
Cr. Amount allowed as above	724	13		
Balance due	836	06		



CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

The Capital Building & Loan Ass'n  
of Baltimore City

VERSUS

Kenneth C. Hammond

and

Shirley M. Hammond, his wife

No. 10,818

Equity.

ORDERED, This 8 day of April, 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 17 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 17 day of May next.

In the Circuit Court for Anne Arundel County

*Filed 8 Apr, 1954. John H. Hopkins, 3rd, Clerk.*

ORDERED BY THE COURT, this 8 day of February, 1957, that the foregoing 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.

*Matthew S. Erwin  
judge*

FILED

1957 FEB -9 AM 9:49

17

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 26, 1954

We hereby certify, that the annexed

Order nisi  
And Acct. Eq. 10818

Kenneth C. Hammond

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3

successive weeks before the 17th

day of May, 1954 The first

insertion being made the 15th day of

April, 1954

THE CAPITAL-GAZETTE PRESS, INC.

By Kugel P. Tilghman

ORDER NISI

IN THE CIRCUIT COURT  
FOR ANNE ARUNDEL COUNTY  
No. 10,818 Equity  
THE CAPITAL BUILDING & LOAN  
ASSOCIATION OF BALTIMORE CITY

Vs  
KENNETH C. HAMMOND And SHEL-  
LEY M. HAMMOND, His Wife.

Ordered, this 8th day of April, 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 con-  
trary be shown on or before the 17th  
day of May, next; Provided, a copy of  
this Order be inserted in some news-  
paper published in Anne Arundel  
County, once in each of three successive  
weeks before the 17th day of May next.

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

JOHN H. HOPKINS, 3rd., Clerk.

a-20

FILED

1957 FEB -7 PM 2:47

18  
No. 646

IN THE MATTER OF THE SALE	:	No. 10,843	Equity
of the	:		
MORTGAGED LEASEHOLD PROPERTY	:	IN THE CIRCUIT COURT	
of	:	for	
DOROTHEA LAMKIN and	:	ANNE ARUNDEL COUNTY	
CHARLES O. LAMKIN, her husband	:		
	:	October 22nd, 1953	

MR. JOHN H. HOPKINS, Clerk:

Please docket the above entitled case, and file the accompanying original mortgage upon the property described therein and situated in Anne Arundel County, State of Maryland, from Dorothea Lamkin and Charles O. Lamkin, her husband, to Aurora Federal Savings and Loan Association, for the sum of Ten Thousand Five Hundred (\$10,500.00) Dollars, dated January 22nd, 1953, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 735, Folio 226, &c., and marked "Attorney's Exhibit No. 1", together with the accompanying affidavit regarding the Military Status of said defendant, and marked "Attorney's Exhibit No. 2."

*William F. Podlich*  
 (William F. Podlich) Attorney named in Mortgage  
 October 22, 1953

*Filed 23 Oct, 1953.*

No. 10, 543 County

**This Mortgage,** ATTORNEY'S EXHIBIT NO. 1 made this 22nd day of January

in the year one thousand nine hundred and **fifty-three**, between

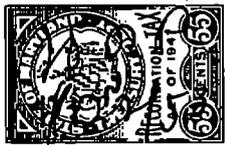
**Dorothea Lamkin and Charles O. Lamkin, her husband,**

**Anne Arundel County**

, in the State of Maryland, Mortgagor(s),

and Aurora Federal Savings and Loan Association, a body corporate, duly incorporated, Mortgagee.

WHEREAS the said Aurora Federal Savings and Loan Association has this day loaned to said **Dorothea Lamkin and Charles O. Lamkin, her husband,** the sum of **Ten Thousand Five Hundred - (\$10,500.00)** - - - - - dollars, being the balance of the purchase money for the Property hereinafter 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 **five & one-half (5½%)** per cent per annum, in the manner following:



By the payment of **Ninety-nine and 80/100 - (\$99.80)** - - - - - dollars on or before the **20th** day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month; and the said installment payments may be applied by the mortgagee in the following order:

FIRST: To the payment of interest at the rate aforesaid.

SECOND: 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.

This loan may be prepaid, in whole or in part, and when the amount prepaid equals or exceeds twenty per cent of the original principal amount of the loan, ninety days' interest on the amount prepaid, will be charged as a consideration for the acceptance of such prepayment.

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

NOW THEREFORE, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said **Dorothea Lamkin and Charles O. Lamkin, her husband,**

do (th) grant, convey and assign unto said Aurora Federal Savings and Loan Association, its successors and assigns, all that land and premises situate and lying in **3d Dist. Anne Arundel County**, State of Maryland, and described as follows:

BEGINNING for the same at an iron pipe on the west side of Crain Highway and on the outline of the whole tract, and running thence from said place of beginning along the outline of the whole tract north 79 degrees 15 minutes west 184 feet to a stone at the northwest corner of the whole tract, thence still with the outline south 5 degrees 30 minutes east 371.82 feet to a stake on said line 20 feet from the centre of Crain Highway thence binding on Crain Highway by a line parallel to and 20 feet northwesterly from the centre line of said road, northeasterly 366 feet more or less to the place of beginning; saving and excepting therefrom, however, all that portion of said lot which was conveyed by Noah E. Cannaday and wife to the County Commissioners of Anne Arundel County by a deed dated June 17, 1949, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 527, folio 218, for a public road.

BEING the same lot of ground which by assignment dated July 16, 1951, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 632, folio 465, was granted and assigned by C. Aileen Ames unto the aforementioned Dorothea Lamkin.

The said Charles O. Lamkin joins in the execution of this mortgage for the purpose of also assuming the primary obligation, jointly and severally, to repay the said indebtedness, and to fulfill the covenants herein contained, such obligation to be the joint and several, direct and primary, obligation of each and every one of the persons who execute this mortgage.

Filed 23 Oct, 1953.

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 mortgagee, its successors and assigns, ~~to have and to hold~~ during the residue of the term of years yet to come and unexpired therein, with the right and benefit of renewal of said term forever, subject to the payment of the yearly rent of **One Hundred Twenty (\$120.00) Dollars, payable half-yearly in even and equal semi-annual installments on the 16th days of January and July, in each and every year.**

If, however, the said Mortgagor(s) shall make the payments and perform the covenants herein contained, then this mortgage shall be void.

And the said mortgagor(s) covenant(s) with the said Aurora Federal Savings and Loan Association, 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, as may be required by the mortgagee, for the benefit of the mortgagee in such insurance companies as are acceptable to the mortgagee. To the extent of its lien thereon, and to deliver the policy to the mortgagee. If any loss within the provisions of said policy takes place, such insurance companies are hereby directed to pay the amount of such loss to the mortgagee only; the mortgagor(s) hereby waiving all right to the possession of said payment until the mortgagee's claim under this mortgage has been fully paid and satisfied.

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, and upon the failure of the Mortgagor(s) to keep the buildings on said property in good condition and repair, the Mortgagee 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) to comply with said demand of the Mortgagee, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided.

IV. To pay all ground rent (if any) taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable, and, for the purpose of establishing a fund to assure said payments, the mortgagor(s) shall pay to the Mortgagee, on the ~~20th~~ day of each month, one-twelfth of the yearly aggregate of such items. In the event the Mortgagor(s) fail(s) to make the said payments, or establish the said fund, the Mortgagee is hereby authorized to pay said expenses, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate hereinbefore recited, 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. Failure to establish the fund for the payment of the expenses above referred to shall constitute a default of this mortgage, for which foreclosure may be filed.

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 twenty days or after default in the performance of any of the foregoing covenants for twenty days.

VIII. That, as soon as this mortgage becomes in default and is placed in the hands of an attorney for collection, there shall become due by the mortgagor(s), who hereby agree(s) to pay to the said attorney, a fee of thirty-five dollars for his services in and about the collection of the said mortgage debt, even though the debt hereby secured is fully paid upon the demand of said attorney and before the property herein described is advertised for sale under the decree or power of sale herein authorized.

AND the said Mortgagor(s) hereby assent(s) to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor(s) hereby also authorize(s) the said Mortgagee, its successors or assigns or William F. Podlich, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of Thirty-five Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor(s), his, her or their heirs, personal representatives or assigns, or to whomever may be entitled to the same.

AND the said mortgagor(s) do(th) hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under a decree for said sale or under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs, attorney's fee and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest equal to one-half of the percentage allowed as commission to trustees making sale under orders or decrees of the Circuit Court for the City or County in which the mortgaged property is situated, which said expenses, costs and commission the said mortgagor(s) for himself, herself, or themselves and their heirs, personal representatives and assigns do(th) hereby covenant and agree to pay; and the said mortgagee, or said William F. Podlich, its said Attorney shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor legal tender be made of said principal, interest, costs, attorney's fee, expenses and commission.

AND the said mortgagor(s) hereby covenant(s) that the property herein described is unencumbered, except as may be herein set forth, that he, she or they will warrant specially the said property and that he, she or they will execute such further assurances thereof as may be requisite.

The covenants herein contained shall bind, and the benefits and advantages herein recited shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto.

Witness the hand(s) and seal(s) of the said mortgagor(s).

WITNESS:

*Elsie Curtis*

ELSIE CURTIS

*Dorothea Lamkin* (SEAL)  
(Dorothea Lamkin)

(SEAL)

*Charles O. Lamkin* (SEAL)  
(Charles O. Lamkin)

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 22nd day of January

in the year one thousand nine hundred and fifty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared

Dorothea Lamkin and Charles O. Lamkin, her husband, the mortgagor(s).

named in the foregoing mortgage and ~~as above~~ they acknowledged said mortgage to be ~~his own~~ their act.

At the same time also appeared, John L. Fisher,

President of Aurora Federal Savings and Loan Association, 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.

*Elsie Curtis*  
Notary Public.

ELSIE CURTIS

My commission expires on

May 4th 1953.

Recorded- 27th Jany., 1953, at 2 P.M.

**MORTGAGE**

FROM

DOROTHEA LAMKIN

CHARLES O. LAMKIN, her husband

TO

AURORA FEDERAL SAVINGS AND  
LOAN ASSOCIATION

Block No. ....

Received for record Jan 27  
1953 at 1:20 o'clock P.M.

Same day recorded in Liber 735 &c. one of  
No. 735 folio 226

the Land Records of Baltimore and examined per  
John L. Fisher Clerk.  
Cost of Record \$ .....

WILLIAM F. PODLICH  
ROBERT F. PODLICH

Attorneys at Law  
301 BALTIMORE LIFE BLDG.  
Charles Street at Saratoga  
BALTIMORE (1) MD.

Property:

Crain Hwy & Old Stage Rd.

Description approved [Signature]

Execution approved [Signature]

MILITARY AFFIDAVIT UNDER SOLDIERS' AND SAILORS' CIVIL  
RELIEF ACT OF 1940 AND AMENDMENT THERETO OF  
OCTOBER 6th, 1942

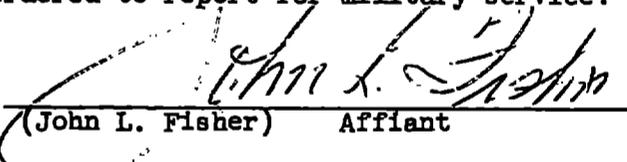
ATTORNEY'S EXHIBIT NO. 2.

IN THE MATTER OF THE SALE	:	No. 10,843	Equity
of the	:		
MORTGAGED REAL ESTATE	:	IN THE	
of	:	CIRCUIT COURT	
DOROTHEA LAMKIN and	:	for	
CHARLES O. LAMKIN, her husband	:	ANNE ARUNDEL COUNTY	

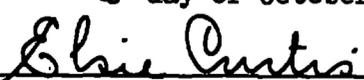
STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared JOHN L. FISHER, President of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, which corporation is the owner and holder of the mortgage filed in the above proceeding, and he made oath in due form of law that he knows the defendants herein, and that to the best of his information, knowledge and belief -

- (1) said defendants are not in the military service of the United States.
- (2) said defendants are not in the military service of any nation allied with the United States.
- (3) said defendants have not been ordered to report for induction under the Selective Training and Service Act of 1940, as amended;
- (4) said defendants are not members of the Enlisted Reserve Corps who have been ordered to report for military service.

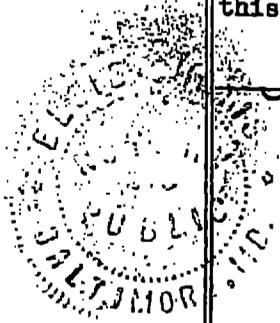
  
\_\_\_\_\_  
(John L. Fisher) Affiant

Subscribed and sworn to before me,  
this 22nd day of October, 1953.

  
\_\_\_\_\_  
Notary Public

ELSIE CURTIS

Filed 23 Oct, 1953.



IN THE MATTER OF THE SALE :  
 OF THE : No. 10,843 Equity  
 MORTGAGED REAL ESTATE OF : In the Circuit Court of  
 DOROTHEA LAMKIN and : Anne Arundel County  
 CHARLES O. LAMKIN, her husband : Docket 15, folio 164

STATEMENT OF MORTGAGE CLAIM

Statement of the mortgage claim of Aurora Federal Savings and Loan Association, a body corporate, under the mortgage filed in these proceedings, from the aforesaid Dorothea Lamkin and Charles O. Lamkin, her husband, to said body corporate, dated January 22, 1953, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 735, folio 226:

Original loan.....	\$10,500.00
Amount repaid.....	159.11
Loan balance .....	\$10,340.89
Interest 7/20 to 11/24/53.....	197.32
	<u>\$10,538.21</u>
Credit expense account.....	43.20
	<u>\$10,495.01</u>

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

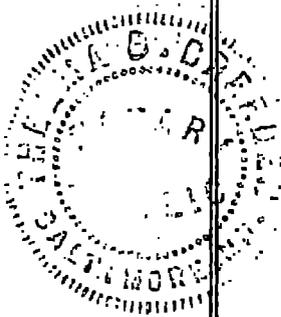
By John L. Fisher  
 (John L. Fisher) President

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 20<sup>th</sup> day of November, 1953, before me, the subscriber, a Notary Public of the State and City aforesaid, personally appeared John L. Fisher, President of Aurora Federal Savings and Loan Association, a body corporate, the Plaintiff in the above entitled cause, and made oath that the foregoing 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.

Witness my hand and Notarial Seal.

Theresa B. Breedon  
 THERESA B. BREEDON Notary Public



Filed 20 Nov., 1953.

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY STATE OF MARYLAND

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF

DOROTHEA LAMKIN and CHARLES O. LAMKIN, her husband

BOND OF Attorney To SELL

No. 10,843

Docket 15, folio 164

KNOW ALL MEN BY THESE PRESENTS: That we, William F. Podlich, Baltimore Life Building, City of Baltimore, State of Maryland

as Principal, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate 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 Eleven Thousand and 00/100----- Dollars (\$11,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 17th day of November, in the year of our Lord, nineteen hundred and fifty-three

WHEREAS, the above bounden William F. Podlich

from Dorothea Lamkin and Charles O. Lamkin, her husband, by virtue of the power contained in a mortgage Savings and Loan Association, a body corporate bearing date the 22nd day of January, 1953 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 735 Folio 226 and

William F. Podlich

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden William F. Podlich

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

CATHERINE W. McCANN

William F. Podlich (SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

J. L. Bitz Witness as to Surety

By Howard J. McNamara Attorney in fact.



Approved this 20 Nov, 1953. John H. Hopkins, 3rd, Clerk. Filed 20 Nov, 1953.

IN THE MATTER OF THE SALE :  
 OF THE : No. 10, 843 EQUITY  
 MORTGAGED REAL ESTATE : IN THE CIRCUIT COURT  
 OF : FOR  
 DOROTHEA LAMKIN and : ANNE ARUNDEL COUNTY  
 CHARLES O. LAMKIN, her husband : Docket 15 - Folio 164

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of William F. Podlich, attorney named in the mortgage filed in the above entitled proceedings, respectfully shows:

WILLIAM F. PODLICH, Solicitor,  
 801 Baltimore Life Building.

ATTORNEY'S SALE  
 - OF -

VALUABLE LEASEHOLD PROPERTY SITUATED ON THE WEST SIDE OF CRAIN HIGHWAY AT SOUTHWEST CORNER OF OLD STAGE ROAD (Situated about 1.6 Miles South of Glen Burnie, Anne Arundel County, Maryland.)

The undersigned attorney, under and by virtue of the power and authority contained in a mortgage, dated January 22nd, 1933, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 735, Folio 128, &c., from Dorothea Lamkin and Charles O. Lamkin, her husband, to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, the said mortgage being now in default, will sell at public auction, on the premises, on TUESDAY, NOVEMBER 24TH, 1953, AT 3 O'CLOCK, P. M.,

all that leasehold lot or parcel of ground situate in Anne Arundel County, and described as follows:

BEGINNING FOR THE SAME at an iron pipe on the west side of Crain Highway and on the outline of the whole tract, and running thence from said place of beginning along the outline of the whole tract north 79 degrees 15 minutes west 184 feet to a stone at the northwest corner of the whole tract, thence still with the outline south 5 degrees 30 minutes east 371.82 feet to a stake on said line 20 feet from the centre of Crain Highway thence binding on Crain Highway by a line parallel to and 20 feet northwesterly from the centre line of said road, northeasterly 368 feet more or less to the place of beginning; saving and excepting therefrom, however, all that portion of said lot which was conveyed by Noah E. Cannaday and wife to the County Commissioners of Anne Arundel County by a deed dated June 17, 1949, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 527, Folio 218, for a public road.

Improved by a two-story brick dwelling house.  
 Subject to an annual ground rent of \$120.00.

TERMS OF SALE: CASH on ratification of sale.

All taxes, ground rent and other public dues and charges are to be adjusted to date of sale.

A cash deposit of \$500.00 will be required of the purchaser on the day of sale, balance of purchase price to bear interest at 8% from day of sale.

WILLIAM F. PODLICH,  
 Attorney named in Mortgage.  
 E. T. NEWELL & COMPANY,  
 Auctioneers.

(1) That under and by virtue of the power contained in a mortgage from Dorothea Lamkin and Charles O. Lamkin, her husband, to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, dated January 22nd, 1933, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 735, Folio 226, &c., to make sale of the property therein described in case of default, and default having occurred thereunder, the said William F. Podlich, attorney named in said mortgage, after having given due notice of the time, place, manner and terms of sale by advertisement in THE MARYLAND GAZETTE, a newspaper printed and published in Anne Arundel County, did, on Tuesday, November 24th, 1953, at 3 o'clock, P.M. at the said mortgaged premises, offer the property in said mortgage described for sale by public auction, and the said William F. Podlich, attorney as aforesaid, then and there sold the said property to Michael Firkal and Virginia Firkal, his wife, at and for the sum of Eleven Thousand Three Hundred (\$11,300.00) Dollars, they, being at that figure, the highest bidders therefor, the said property so sold, being more particularly described in the annexed copy of the advertisement of sale, which is prayed to be taken as a part of this Report.

*Filed Dec 5 1953*

(2) And the said attorney further reports that he has received from the purchasers the deposit of Five Hundred Dollars (\$500.00), required by the terms of said sale, and has also obtained the written agreement of the purchasers to comply with the other of said terms; same being as set out in said advertisement annexed hereto.

(3) Said attorney reports further that said property, so sold, was not owned by any individual whose military status could or might affect the right of said attorney to make said sale.

(4) Said attorney also reports that the sale of said property was also advertised in the issue of the Baltimore Sunday Sun, dated November 22nd, 1953.

AS in duty bound, etc.

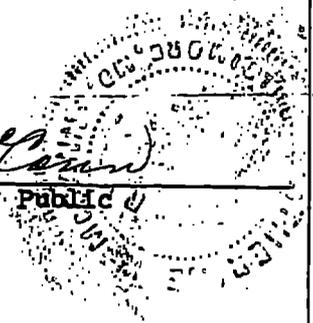
*William F. Podlich*  
\_\_\_\_\_  
(William F. Podlich) Attorney named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, SCT:

I HEREBY CERTIFY that, on this 30<sup>th</sup> day of November, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William F. Podlich, attorney named in the aforementioned mortgage, and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

*Catherine W. McCann*  
\_\_\_\_\_  
CATHERINE W. McCANN Notary Public



IN THE MATTER OF THE SALE  
OF THE  
MORTGAGED LEASEHOLD PROPERTY  
OF

~~VERSUS~~  
DOROTHEA LAMKIN and  
CHARLES O. LAMKIN, her husband

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,843 Equity

Filed Dec. 5 1953

Ordered, this 5th day of DECEMBER, 19 53, That the sale of the  
Property in these Proceedings mentioned

made and reported by William F. Podlich, attorney named in mortgage  
~~Trustee~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12th  
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 12th  
day of JANUARY next.

The report states that the amount of sales to be \$ 11,300.00

*Charles Hopkins 3rd*  
Clerk.

True Copy,

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE SALE  
OF THE  
MORTGAGED LEASEHOLD PROPERTY  
OF

~~VERSUS~~  
DOROTHEA LAMKIN and  
CHARLES O. LAMKIN, her husband

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 13 day of January, 19 54,  
that the sale made and reported by the ~~Attorney~~ <sup>Attorney</sup> aforesaid, be and the same ~~is~~ <sup>is</sup> 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~~ <sup>Attorney</sup> allowed the usual commissions and such proper expenses as he shall pro-  
duce vouchers for the Auditor.

*Benjamin Richardson*  
Judge

Filed 13 Jan, 1954.

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md. January 7, 1954

We hereby certify, that the annexed

Order nisi - Sale - Eq. 10843

Dorothea Lamkin

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 12th

day of January, 1954. The first

insertion being made the 10th

day of December, 1953.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed 13 Jan, 1954.

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,843 Equity
IN THE MATTER OF THE SALE
OF THE MORTGAGED LEASE-
HOLD PROPERTY OF DOROTHEA
LAMKIN And CHARLES O. LAM-
KIN, Her Husband.
Ordered, this 5th day of DECEMBER,
1953, That the sale of the Property in
these Proceedings mentioned made
and reported by William F. Podlich,
attorney named in mortgage BE RATI-
FIED AND CONFIRMED, unless
cause to the contrary thereof be shown
on or before the 12th day of JAN-
UARY next; Provided, 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 JANUARY next.
The report states that the amount of
sales to be \$11,300.00.
JOHN H. HOPKINS, 3rd., Clerk.
True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.

No. M.G. 11836

17



Dr. In the Matter of the Sale of the Mortgaged Leasehold Property in ac.  
of Dorothea Lamkin and Charles O. Lamkin, her husband

To Attorney for Fee, viz:	35	00		
To Attorney for Commissions, viz:	372	29		407 29
<hr/>				
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	18	75		
Clerk of Court - additional costs	2	75		
Auditor - stating this account and three copies	22	50		
				54 00
<hr/>				
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	42	52		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	11	10		
U. S. Fidelity & Guaranty Co. -bond premium	44	00		
E. T. Newell & Co. - auctioneer's fee	100	00		
One-half Federal documentary stamps	6	33		
One-half State documentary stamps	6	32		
Catherine W. McCann - affidavits		50		
				224 77
<hr/>				
To Attorney for Ground Rent, viz:				
Wilbur R. Leitch - ground rent due 1/16/54	60	00		60 00
<hr/>				
To Aurora Federal Savings & Loan Ass'n, mortgagee - in full for mortgage claim filed	10,495	01		10,495 01
<hr/>				
To James E. Tippet, Jr., second mortgagee, this balance on account second mortgage claim filed	198	19		198 19
				11,439 26
<hr/>				
Amount of second mortgage claim filed	1,081	02		
Cr. Amount allowed as above		198 19		
Balance due	882	83		

with William F. Podlich, Attorney named in Mortgage Cr.

1953				
Nov.	24	Proceeds of Sale	11,300	00
		Interest on deferred payment to 1/25/54	109	80
		Refund 1953 State and County taxes (1 month and 6 days)	12	13
		Refund ground rent due by purchaser from 11/24/53 to 1/16/54	17	33
				29 46
				11,439 26

ORDER NISI

In the Matter of the Sale of the  
Mortgaged Leasehold Property

VERSUS  
of  
Dorothea Lamkin

and  
Charles O. Lamkin, her husband

In the  
**CIRCUIT COURT**  
For  
**ANNE ARUNDEL COUNTY**

No. 10,843

Equity.

ORDERED, This 19 day of February, 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 29  
day of March next; Provided a copy of this Order be inserted in some newspaper  
published in Anne Arundel County, once in each of three successive weeks before the  
29 day of March next.

*Filed 19 Feb, 1954. John H. Hopkins, 3rd, Clerk.*

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 8 day of February, 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.

*Matthew J. Brown  
Judge*

FILED

1957 FEB -9 AM 10:02

16

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 2, 1954

We hereby certify, that the annexed

Order nisi - Ann. Act. Eq. 10843

Dorothea Lamkin

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3

successive weeks before the 29th

day of March, 1954. The first

insertion being made the 25th

day of February, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By [Signature]

ORDER NISI

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 10,843 Equity

In The Matter Of The Sale Of The Mortgaged Leasehold Property Of DOROTHEA LAMKIN And CHARLES O. LAMKIN, Her Husband

Ordered, this 19th day of February, 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 29th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 29th day of March next.

JOHN H. HOPKINS, 3rd., Clerk. True Copy, TEST: JOHN H. HOPKINS, 3rd., Clerk. m-11

FILED

No. M. G. 37057 FEB -7 PM 2:47

17

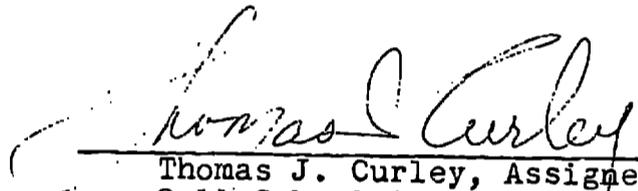
In the Matter of the	:	No. 11,695	Equity
Sale of the Mortgaged	:		In the
Real Estate of	:		Circuit Court
William E. Brooks and	:		for
Phyliss Brooks, his wife,	:		Anne Arundel County

: : : : : : : : :

ORDER TO DOCKET SUIT

Mr. Clerk:

Please docket this suit and file this original mortgage and assignment thereof.

  
 \_\_\_\_\_  
 Thomas J. Curley, Assignee,  
 9-11 School Street  
 Annapolis, Md.

Filed MAR 22 1956

No. 11, 695 Equity

LIBER 100 PAGE 556

LIBER 900 PAGE 370

Form No. 1—County Fee

PURCHASE MONEY

**This Mortgage**, made this 29<sup>th</sup> day of January, in the year one thousand nine hundred and Fifty-five, between WILLIAM E. BROOKS and PHYLISS BROOKS, his wife, of Washington, District of Columbia, ~~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 WILLIAM E. BROOKS and PHYLISS BROOKS, his wife, the sum of Six thousand and 00/100 (\$6,000.00)----- dollars,

being the balance of the purchase money for the Property herein described, which said sum the said Mortgagor(s) agree(s) to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 % per annum, in the manner following:

By the payment of Forty-five and 34/100 (\$45.34)----- 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 WILLIAM E. BROOKS and PHYLISS BROOKS, his wife,

do(th) grant, convey and assign unto said Enterprise Federal Savings and Loan Association of Annapolis, Md., its successors and assigns, all that lot, piece, or parcel of ground situate,

lying and being in the Second election district of Anne Arundel County, State of Maryland, and described as follows:

BEGINNING for the same at an original boundary stone Marked "B" hereifound; said stone marks the beginning of the second or North 83 degrees East 668 foot line of that conveyance from Percival C. Wells to William C. Wood and Florence E. Wood, his wife, by deed dated May 17, 1950 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 582, folio 465, thence from the point of beginning so fixed binding on said second line and the prolongation thereof, with meridian corrected, North 89 degrees 33 minutes 10 seconds East 676.65 feet to intersect the Southwest side of the County Road, 30 feet wide, leading from Annapolis to Bay Ridge; thence leaving said prolongation and with the southwest side of said County Road, South 31 degrees 57 minutes 40 seconds East 17.60 feet to a point which marks the northeast corner of that property intended to be conveyed from William C. Wood and wife to E. J. Kramer and wife by two deeds recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 746, folio 179 and Liber J.H.H. No. 746, folio 182;

MAR 22 1956

Filed-----

thence leaving said side of said Road and with the outlines of the land intended to be conveyed to Kramer, South 89 degrees 33 minutes 10 seconds West 138.49 feet; thence South 29 degrees 06 minutes 00 seconds East 187.56 feet to intersect the second line of the first exception described in the aforementioned conveyance from Percival C. Wells to William C. Wood and wife; thence leaving the outlines as intended to be conveyed to Kramer and binding on part of the outlines of said first exception, with meridian corrected, the following three courses and distances: South 50 degrees 43 minutes 00 seconds West 111.05 feet; thence South 89 degrees 33 minutes 10 seconds West 550.81 feet to intersect the first line of the whole tract; thence binding on part of said first line, with meridian corrected and still with the outlines of said first exception, North 00 degrees 26 minutes 40 seconds West 249.20 feet to the point of beginning.

CONTAINING 3.424 acres of land, more or less, within the bounds of this description.

BEING a part of the first exception described in that conveyance from Percival C. Wells to William C. Wood and Florence E. Wood, his wife, by deed dated May 17, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 582, folio 465.

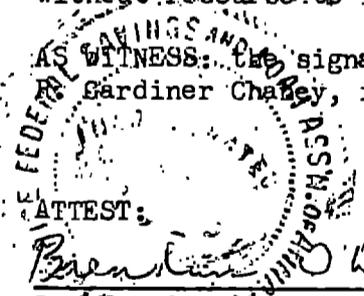
SEE ALSO Deed from Sylvanus Stokes, Sr., widower, to William C. Wood, dated March 12, 1929, and recorded among the Land Records aforesaid in Liber F.S.R. No. 43, folio 394.

AND BEING the same property conveyed to the within named mortgagors, William E. Brooks and Phyliss Brooks, his wife, from William C. Wood and Florence E. Wood, his wife, by deed of even date and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

FOR VALUE RECEIVED, The Enterprise Federal Savings and Loan Association of Annapolis hereby assigns the foregoing mortgage and debt thereby secured without recourse to Thomas Curley this 14th day of March, 1956.

AS WITNESS: the signature of the said body corporate by the hand of Gardiner Chaney, its President, and its corporate seal hereto affixed.

ATTEST:

  
*Brendan O'Dwyer*  
Brendan O'Dwyer, Secretary

THE ENTERPRISE FEDERAL SAVINGS  
AND LOAN ASSOCIATION

BY *R. Gardiner Chaney*  
R. Gardiner Chaney, President

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.

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) WILLIAM E. BROOKS AND PHYLISS BROOKS, 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  $.5\frac{1}{2}\%$  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 foregoing 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

*William E. Brooks* (SEAL)  
WILLIAM E. BROOKS

*Phyliss Brooks* (SEAL)  
PHYLISS BROOKS

..... (SEAL)

..... (SEAL)

4

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 29th day of January

in the year one thousand nine hundred and Fifty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared WILLIAM E.

BROOKS and PHYLISS BROOKS, his wife, -----, the mortgagor(s) named in the foregoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act.

At the same time also appeared R. Gardiner Chaney, President of Enterprise Federal Savings and Loan Association of Annapolis, Md., a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.



Samuel M. Ivrey; Notary Public.

Recorded: Feb. 3, 1955 at 9.40 A.M.

Mortgage

FROM

WILLIAM E. BROOKS and

PHYLISS BROOKS, his wife,

TO

ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MD.

Containing 3.424 acres, more or less Property Second Election District Anne Arundel County State of Maryland

Received for record at 9:15 o'clock P.M.

Same day recorded in Liber

No. 900 folio 370 &c. one of

the Land Records of Anne Arundel County

and examined per JOHN H. HICK-KING Clerk.

Cost of Record \$ 5.75

SAMUEL M. IVREY ATTORNEY AT LAW 146 GLOUCESTER STREET ANNAPOLIS, MD.

ASSMT Received for Record of M.A.H.S. at 9:25 A.M. and the same day recorded in Liber & A. of Property: 200 Fol. 373 Land Records of Anne Arundel County GEORGE T. CROMWELL, Clerk 10090

Description approved

Execution approved

ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION BY R. Gardiner Chaney, President

FOR VALUE RECEIVED, the Enterprise Federal Savings and Loan Association, a body corporate, hereby assigns the above and within Mortgage unto Samuel M. Ivrey, attorney named in the Mortgage, for the purpose of foreclosure and collection. AS WITNESS its corporate seal and the signature of R. Gardiner Chaney, its president, this 15th day of February, 1956. ATTEST:

Samuel M. Ivrey, Secretary

In the Matter of the : No. 11,695 Equity  
 Sale of the Mortgaged : In the  
 Real Estate of : Circuit Court  
 William E. Brooks and : for  
 Phylliss Brooks, his wife. : Anne Arundel County

: : : : : : : : :

STATEMENT OF MORTGAGE CLAIM

Statement of the mortgage claim of Thomas Curley, Assignee, under the mortgage from William E. Brooks and Phylliss Brooks, his wife, dated January 29th, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 900, folio 370:

Amount of principal due on mortgage dated	
the 29th day of January, 1955	\$5861.80
Interest, one month	29.30
	<hr/>
	\$5891.10

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

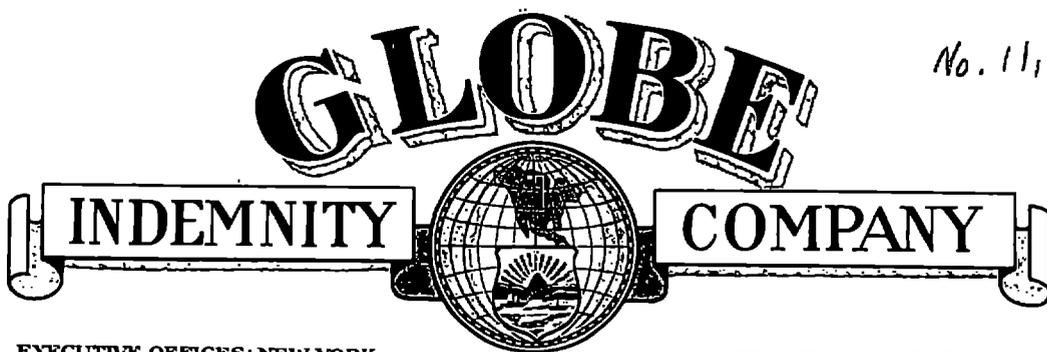
I hereby certify that upon this 22nd day of March, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Thomas J. Curley and made oath in due form of law that the foregoing is a true statement of the amount remaining due him on his mortgage claim described therein, and that he has not received any security or satisfaction therefor, other than the mortgage referred to in said statement, and the mortgage in said statement mentioned.

Witness my hand and seal Notarial.

*Mary D. Hoff*  
 Notary Public

MAR 22 1956  
 Filed \_\_\_\_\_

No. 11,695 Equity



EXECUTIVE OFFICES: NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, THOMAS J. CURLEY, 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 EIGHT THOUSAND AND NO/100 ---- DOLLARS, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firstly by these presents, sealed with our seals, and dated this 2nd day of April, 1956.

WHEREAS, by virtue of a power of sale contained in a Mortgage from William E. Brooks and Phyliss Brooks, his wife, to Enterprise Federal Savings & Loan Association of Annapolis, Md. bearing date on or about the 29th day of January 1955, the said Thomas J. Curley as Assignee, is authorized and empowered to make sale of the property described in said Mortgage in case default should occur in the principal debt secured by said Mortgage or of the interest thereon in whole or in part. AND WHEREAS default has occurred in the payment of the principal and interest aforesaid, and the said Thomas J. Curley as Assignee of said Mortgage, is about to execute said power and make sale of the property described in said Mortgage.

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

Witness:

Virginia S. Hubbard  
Virginia S. Hubbard as to both

Thomas J. Curley (SEAL)  
Thomas J. Curley  
PRINCIPAL  
GLOBE INDEMNITY COMPANY, a body corporate

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

Bond approved this 4 April, 1956  
George J. Cromwell, Clerk

APR 4 1956

Filed

Legal Notices

**Public Sale  
OF VALUABLE  
REAL ESTATE**

This tract of land containing 3.424 acres, is located near the County Road leading from Annapolis to Bayridge and is directly in the rear of Al's Bar. said tract is improved by a semi-bungalow containing two large rooms up-stairs, five rooms below with a plastic tile bath and a 26 x 20 foot basement.

Under and by virtue of the power of sale contained in the mortgage from William E. Brooks and Phyllis Brooks, his wife, dated January 20th, 1955, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 900, folio 370, said mortgage being duly assigned by the aforesaid Mortgagee to Thomas Curley by assignment dated March 14th, 1956, and recorded at the foot of the original mortgage, said Assignee will offer for sale at public auction at the Court House Door in the City of Annapolis on

**Tuesday, April 10th, 1956  
at 10 o'clock A. M.**

All that tract or parcel of land in the said mortgage described containing 3.424 acres and having a frontage of 208.01 feet and a depth of 650.81 feet on the south side, 676.66 feet on the north side, the rear line being 249.2 feet, with a 17.8 foot right of way to the Annapolis-Bayridge Road along the north side of the property of Al's Bar.

Being the same property that was conveyed to William E. Brooks and Phyllis Brooks, his wife, by deed dated the 20th day of January, 1955 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 900, folio 370.

IMPROVEMENTS: This property is improved by a modern 1 1/2 story shingled bungalow.

TERMS OF SALE: A deposit of \$500.00 will be required of the purchaser as a deposit on the day of sale, balance to be paid in cash upon the ratification of the sale or all cash at the option of the purchaser. Deferred payments to bear interest at the rate of 6% from the day of sale. Arrangements for carrying a mortgage for a major portion of the purchase price by a substantial purchaser may be made with the undersigned prior to the day of sale.

FOR FURTHER PARTICULARS apply

THOMAS J. CURLEY, Assignee,  
9-11, School Street.  
GEORGE SCIBLE, Auctioneer. a-2

In the Matter of the : No. 11695 Equity  
Sale of the Mortgaged : In the  
Real Estate of : Circuit Court  
William E. Brooks and : for  
Phyllis Brooks, his wife, : Anne Arundel County

: : : : : : : :

**AUCTIONEER'S CERTIFICATE AND PURCHASER'S  
AGREEMENT**

: : : : : : : :

I hereby certify that upon this 10th day of April, 1956, I sold the within described property unto  
*George B. Noel'Feb*

at and for the sum of *Five Thousand and 00/100* Dollars, he being at that figure the highest bidder therefor.

Witness my hand and seal placed hereon the day and year first above written.

Witness:

*Thomas Curley*

*George Scible* (Seal)  
Auctioneer

I hereby certify that upon this 10th day of April, 1956, I purchased the within described property from George Scible, Auctioneer, at and for the sum of *Five Thousand and 00/100* — Dollars and I do hereby agree to comply with the terms of said sale.

Witness my hand and seal placed hereon the day and year first above written.

*George B. Noel'Feb* (Seal)  
Purchaser

Witness:

*Mary M. Hoff*

**FILED**  
1956 APR 19 PM 1:49

8

In the Matter of the Sale of : No. 11,695 Equity  
the Mortgaged Real Estate of : In the  
William E. Brooks and Phyliss : Circuit Court  
Brooks, his wife. : for  
: Anne Arundel County

: : : : : : : : :

REPORT OF SALE.

To the Honorable, the Judges of said Court:

The report of Thomas J. Curley, Assignee for the purpose of foreclosure, empowered to sell certain real estate described in a mortgage from William E. Brooks and Phyliss Brooks, his wife, to Enterprise Federal Savings and Loan Association of Annapolis and in these proceedings hereinbefore mentioned, respectfully shows:

That after giving bond with security for the faithful performance of his trust, and after having complied with all the other prerequisites, as required by law and prescribed by said mortgage, and giving notice of the time, place, manner and terms of sale by advertisements inserted in the Maryland Gazette, a weekly newspaper, published in Anne Arundel County, for at least three successive weeks prior to the date of sale, he did, pursuant to said notice, attend at the Court House door, Church Circle, in the City of Annapolis, Maryland, on April 10th, 1956, at 10 o'clock A.M., and then and there proceeded to sell said property in manner following, that is to say:

Your Assignee offered at public sale to the highest bidder the property mentioned in the aforesaid mortgage, situated in the Second Election District of Anne Arundel County, and more particularly described as follows:

Beginning for the same at an original boundary stone marked "B" here found; said stone marks the beginning of the second or N 83° E, 668 foot line of that conveyance from Percival C. Wells to William C. Wood and Florence E. Wood, his wife, by deed dated

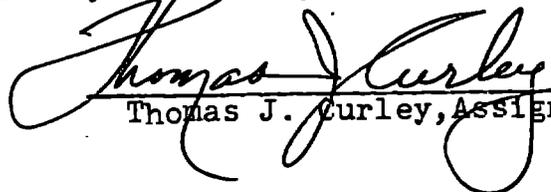
1956 APR 19 PM 1:49

9

May 17th, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 582, folio 465, thence from said point of beginning so fixed binding on said second line and the prolongation thereof, with meridian corrected, N 89° 33' 10" E 676.65 feet to intersect the southwest side of the County Road, 30' wide, leading from Annapolis to Bay Ridge; thence leaving said prolongation and with the southwest side of said County Road, S 31° 57' 40" E, 17.6 feet to a point which marks the northeast corner of that property intended to be conveyed from William C. Wood and wife to E.J. Kramer and wife by two deeds recorded in J.H.H. No. 746, folio 179, and J.H.H. No. 746, folio 182; thence leaving said side of said road and with the outlines of the land intended to be conveyed to Kramer, S 89° 33' 10" W, 138.49; thence S 29° 06' 0" E, 187.56 feet to intersect the second line of the first exception described in the aforementioned conveyance from Percival C. Wells to William C. Wood and wife; thence leaving the outlines as intended to be conveyed to Kramer and binding on part of the outlines of said first exception, with meridian corrected, the following three courses and distances: S 50° 43' 0" W, 111.05 feet; thence S 89° 33' 10" W, 550.81 feet to intersect the first line of the whole tract; thence binding on part of said first line, with meridian corrected, and still with the outlines of said first exception; N 0° 26' 40" W, 249.2 feet to the point of beginning. Containing 3.424 acres, more or less.

And your Assignee sold the above described property unto George B. Woelfel for the sum of Five Thousand (\$5000) Dollars cash, he being at that figure the highest bidder therefore.

Respectfully submitted,

  
Thomas J. Curley, Assignee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 10th day of April, 1956, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Thomas J. Curley, Assignee named in the above report of sale, and made oath in due form of law that the

matters and things stated in the foregoing report are true to the best of his knowledge, information and belief, and that the sale therein reported was fairly made.

Witness my hand and seal Notarial.

Mary M. Hoff, Notary Public

ORDER NISI

In the Matter of the Sale of the Mortgaged Real Estate of

XXXXXX

William E. Brooks and Phyllis Brooks, his wife

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,695 Equity

Ordered, this 19th day of April, 1956, That the sale of the property in these proceedings mentioned made and reported by Thomas J. Curley, Assignee, Trustee

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

The report states that the amount of sales was \$5000.00.

FILED 1956 APR 19 PM 3:15 True Copy

George J. Cromwell Clerk

TEST: Clerk

(Final Order)

In the Matter of the Sale of the Mortgaged Real Estate of

XXXXXX

William E. Brooks and Phyllis Brooks, his wife

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

ORDERED BY THE COURT, This 23d day of May, 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 Michaelson Judge

FILED 1956 MAY 24 PM 3:37

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. 11,886 EQUITY

In the Matter of the Sale of the  
 Mortgaged Real Estate of  
 WILLIAM E. BROOKS and  
 PHYLLIS BROOKS, his wife.

Ordered, this 19th day of April, 1956  
 That the sale of the property in these  
 proceedings mentioned made and re-  
 ported by Thomas J. Carley, Assignee,  
 BE RATIFIED AND CONFIRMED  
 unless cause to the contrary thereon be  
 shown in or before the 22nd 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 22nd day of May next.

The report states that the amount  
 of sale was \$5000.00.

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

m-11

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 22, 1956

We hereby certify, that the annexed

Order Nisi Sale  
Eq. 11,695

William E. Brooks

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel  
County, Maryland, once a week for 4

successive weeks before the 22nd

day of May, 1956. The first

insertion being made the 20th

day of April, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. E.C. 3972 1956 MAY 23 AM 8:54

By H. Tilghman



Dr.

In the Matter of the Sale of the Mortgaged Real Estate of  
William E. Brooks and Phyllis Brooks, his wife

in ac.

To Assignee for Fee, viz:	50	00		
To Assignee for Commissions, viz:	180	00	230	00
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	36	40		
Jos. W. Alton, Jr. - Sheriff's costs	2	90		
Auditor - stating this account	13	50	62	80
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		
Globe Indemnity Co. - bond premium	32	00		
George W. Scible - auctioneer's fee	25	00		
Clerk of Court - recording assignment	1	00		
One-half Federal documentary stamps	2	75		
One-half State documentary stamps	2	75		
Mary M. Hoff - notary fees	1	50	120	24
To Assignee for Taxes, viz:				
1956 State and County taxes (\$53.64) - adjusted - 101 days	13	13	13	13
To Thomas J. Curley, Assignee of the mort- gage filed in these proceedings - this balance on account mortgage claim	4,573	83	4,573	83
			5,000	00
Amount of mortgage claim filed	5,891	10		
Cr. Amount allowed above	4,573	83		
Balance subject to decree in personam	1,317	27		

with

Thomas J. Curley, Assignee

Cr.

1956

Apr. 10

Proceeds of Sale

5,000 00

5,000 00

5,000 00

ORDER NISI

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

In the Matter of the Sale of the  
Mortgaged Real Estate

VERSUS of

William E. Brooks

and

Phyllis Brooks, his wife

No. 11,695

Equity.

1956 DEC 21 PM 3:58

FILED

ORDERED, This 21 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 25 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 25 day of January next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 5 day of February, 1957, that the foregoing 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.

Matthew S. Evans  
Judge

Filed 1957 Feb 9 AM 10:21

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Legal Notice

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 11,695 Equity In The Matter Of The Sale Of The Mortgaged Real Estate of WILLIAM E. BROOKS and PHYLLIS BROOKS, his wife Ordered, this 21st 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 25th 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 25th day of January next. GEORGE T. CROMWELL, Clerk True Copy, TEST: GEORGE T. CROMWELL, Clerk (GEORGE B. WOELFEL, Atty.) J-7

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 17, 1957

We hereby certify, that the annexed

Order Nisi Eq. 11,695 Auditor Account

William E. Brooks

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 25th

day of January, 1957. The first

insertion being made the 24th day of

December, 1956

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. E.C. 9803 FEB -7 PM 2:47

By H. Tilghman

THE CAPITAL BUILDING AND LOAN  
ASSOCIATION OF BALTIMORE CITY

IN THE CIRCUIT COURT

VS.

FOR

GEORGE M. CULLUM and WANDA CULLUM  
his wife

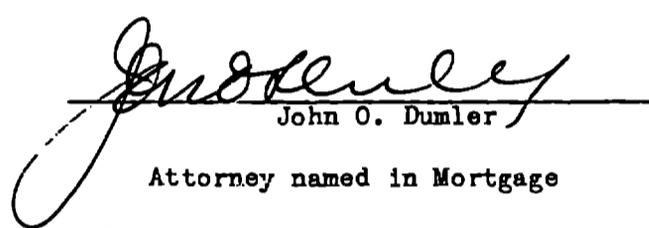
ANNE ARUNDEL COUNTY  
(In Equity)

.....oOo.....

No. 11,362

Mr. Clerk:

Please docket the above entitled case, and file the enclosed mortgage as Plaintiff's Exhibit "A".

  
John O. Dumler  
Attorney named in Mortgage

*Filed 25 May, 1933*

[DR.—CITY OR COUNTY]

# Mortgage

Plaintiff's Exhibit "A"

*No. 11,362 Equity*

THIS MORTGAGE, Made this fifteenth day of September,  
Nineteen Hundred and Fifty-three, by and between George M. Cullum and Wanda Cullum,

his wife,

of Baltimore City, in the State of Maryland, hereinafter called the  
Mortgagor, and THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate  
of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the said Mortgagor, being a member of the said body corporate, has received therefrom  
an advance or loan of Nine Thousand Four Hundred  
Dollars (\$ 9400.00 ), said advance or loan having been used in part payment of the purchase money  
for the property hereinafter described; and

WHEREAS, the said Mortgagor being therefore justly indebted unto the Mortgagee for borrowed  
money in the said principal sum of Nine Thousand Four Hundred  
Dollars (\$ 9400.00 ), the said Mortgagor does hereby covenant to repay the same, with interest at the  
rate of six per centum ( 6 % ) per annum, computed monthly, unto the Mortgagee,  
or its assigns, at the office of the Mortgagee, or its assigns, in monthly instalments (including principal  
and interest) of Seventy-nine Dollars (\$ 79.00 ),  
plus one-twelfth of the annual taxes, water rents, ground rent, if any, insurance premiums, and other  
public charges and assessments, commencing on the first day of October, 19 53, and  
continuing on the first day of each month thereafter until the principal, interest and such charges as may  
be imposed upon the said Mortgagor under the by-laws of said body corporate, (which by-laws are hereby  
referred to and expressly made a part hereof), are fully paid.

The said instalment payments may be applied by the Mortgagee in the following order: (1) to the  
payment of interest; (2) to the payment of all taxes, water rents, assessments or public charges of every  
nature and description, ground rent, if any, insurance premiums and other charges affecting the herein-  
after described premises; and, (3) towards the payment of the aforesaid principal sum.

The said Mortgagor agrees to pay a "late charge" not to exceed four per cent (4%) of any installment  
which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved  
in handling delinquent payments.

AND WHEREAS, this mortgage shall also secure future advances so far as is legally permissible at  
the date hereof.

THIS mortgage loan may be prepaid, in whole or in part, and when the amount prepaid equals or  
exceeds twenty per cent of the original principal amount of the loan, ninety days' interest on the amount  
prepaid will be charged as a consideration for the acceptance of such prepayment.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and the sum  
of One Dollar, this day paid, the receipt whereof is hereby acknowledged, the said Mortgagor

does hereby grant, convey and assign unto the said Mortgagee, its successors and assigns, all those  
lot(s) of ground situate, lying and being in Anne Arundel County  
State of Maryland, and particularly described as follows:

BEING known and designated as Lots Numbered Twenty-four and Twenty-five (24 and  
25) Section "P P" Riviera Beach as shown on a Plat of Riviera Beach recorded in Plat  
Cabinet 1, Rod I, Plat 2,  
Book W.N.W. No. 2, folio 63, /said lots having a total frontage of about fifty feet on  
the northwest side of Lake Road as shown on said plat.

BEING same property which, by deed of even date herewith, and recorded or intended  
to be recorded among the Land Records of Anne Arundel County immediately prior hereto  
was granted and conveyed by James E. Barton and wife to the herein named Mortgagors.

*Filed 25 May, 1955*

TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures.

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

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

It is agreed that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary, and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced shall be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to.

And the said Mortgagor does further covenant and agree:

1. To repay the indebtedness, together with interest, as herein provided.
2. To keep the improvements on said property in good repair, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies designated by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.
3. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time.
4. To pay all taxes, water rent, ground rent, if any, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate herein agreed to from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with interest thereon.
5. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.
6. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the Mortgagor (s), by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the Mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided, at the option of the Mortgagee.
7. That the whole of said Mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly instalment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days.
8. That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.

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

AND the said Mortgagor, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, does hereby (1) declare his assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); and the said Mortgagor does hereby (2) also authorize the said Mortgagee, its successors or assigns, or Harry A. Kohlerman or John O. Dumler, its duly authorized Attorneys, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in the county or city in which the land is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of Seventy-five Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making said sale equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagor, or his assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor, or his assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

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

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

WITNESS:

*George M. Cullum* (SEAL)  
George M. Cullum

*Antoinette M. Granese*  
Antoinette M. Granese

*Wanda Cullum* (SEAL)  
Wanda Cullum

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, That on this fifteenth day of September, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared George M. Cullum and Wanda Cullum, his wife, known to me to be

the above-named Mortgagor(s), and they acknowledged the foregoing Mortgage to be their act:

At the same time also personally appeared Carl F. Dockman, the President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said Mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

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



*Antoinette M. Granese*  
Antoinette M. Granese Notary Public

My commission expires May 2, 1955.

Recorded-24th-Sept-1953-at-10:00-A.M.

ANNE ARUNDEL COUNTY

**Mortgage**

*30746*

FROM

GEORGE M. CULLUM

AND WIFE

TO

THE CAPITAL  
BUILDING AND LOAN ASSOCIATION  
OF BALTIMORE CITY

*Recorded for Record 24 Day  
of Sept. 1953 at 10:00 A.M.  
and the same day recorded in Liber  
J.H.H. No. 24 of Vol. 312, Land  
Records of Anne Arundel County  
John H. Kohlman  
Attorney*

KOHLERMAN AND DUMLER

Attorneys at Law

Baltimore, Maryland

*[Handwritten signature]*

File No. 10986-T

Property:  
Lots 24-25  
Section P.P.  
Riviera Beach

Description approved

Execution approved

*[Handwritten signature]*

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY	:	IN THE CIRCUIT COURT
	:	
VS.	:	FOR
	:	
GEORGE M. CULLUM and WANDA CULLUM, his wife	:	ANNE ARUNDEL COUNTY (In Equity)
.....oOo.....	:	No. 11,362

I HEREBY CERTIFY, that on this 13<sup>TH</sup> day of May, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Charles F. Loos, Vice President of The Capital Building and Loan Association of Baltimore City, Plaintiff in the above entitled case, and made oath in due form of law that the Defendants, George M. Cullum and Wanda Cullum, his wife, against whom the above case has been docketed, are not in the Military Service of the United States, or of any nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps and have not been ordered to report for service therein.

*Isabelle Bowes*  
 Isabelle Bowes  
 Notary Public  
 100 3783

*Charles F. Loos*  
 Charles F. Loos Affiant

*Filed 25 May, 1955.*

THE CAPITAL BUILDING AND LOAN  
ASSOCIATION OF BALTIMORE CITY

IN THE CIRCUIT COURT

VS.

FOR

GEORGE M. CULLUM and  
WANDA CULLUM, his wife

ANNE ARUNDEL COUNTY  
(In Equity)

No. 11,362

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage dated September 15, 1953	\$ 9200.00
Plus Interest & Taxes to date	<u>236.54</u>
TOTAL AMOUNT DUE	\$ 9436.54

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY that on this 22nd day of June, in the year one thousand nine hundred fifty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared Mary E. Bauer, Secretary of The Capital Building and Loan Association of Baltimore City, and made oath in due form of law that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.



*Antoinette M. Granese*  
Antoinette M. Granese Notary Public

My commission expires May 6, 1957.

# Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE 3

No. 11,362 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, John O. Dumler  
Fidelity Building  
Baltimore, Maryland as Principal,

and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of NINE THOUSAND FIVE HUNDRED AND 00/100 -----

----- (\$9,500.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 21st day of June in the year of our Lord nineteen hundred and fifty-five.

Whereas, the above bounden John O. Dumler by virtue of the power contained in a mortgage from George M. Cullum and Wanda Cullum, his wife

to The Capital Building and Loan Association of Baltimore City bearing date the 15th day of September, 1953 and recorded among the mortgage records of Anne Arundel County in Liber J.H.H. No. 784 Folio 392 and he

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden John O. Dumler

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

In Testimony Whereof, the above bounden John O. Dumler

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

Signed, sealed and delivered in the presence of:

Gloria Novak  
Gloria Novak

John O. Dumler (SEAL)

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

C. Berg  
C. BERG

As to Surety

E. V. Shockley  
E. V. Shockley  
Attorney-in-Fact

Attorney-in-Fact

*approved this 24 June, 1953*  
*John H. Hopkins, 3rd, Clerk*  
*20 1, 24 June, 1953*

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of MARYLAND, does hereby constitute and appoint E. V. Shockley its Attorney-in-Fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in any Court in or of the State of Maryland and it does hereby declare that all such bonds signed and executed by its said Attorney-in-Fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND duly affixed by its Vice-President and attested by its Assistant Secretary, this 21st day of April, 1932.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



ATTEST: J. G. YOST  
Assistant Secretary

By: E. R. NUNN  
Vice-President

I HEREBY CERTIFY that the above is a correct and true copy of the original Power of Attorney.

June 21, 1935

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

*R. D. Gilliss*  
R. D. GILLISS Assistant Secretary

THE CAPITAL BUILDING AND LOAN ASSOCIATION  
OF BALTIMORE CITY

IN THE CIRCUIT COURT

VS.

FOR

GEORGE M CULLUM and  
WANDA CULLUM, his wife

ANNE ARUNDEL COUNTY  
(In Equity)  
Case No. 11,362  
Docket Folio No.

AUCTIONEER'S CERTIFICATE

KOHLERMAN & DUMLER, Solicitors  
1400 Edgell Building  
Baltimore 1, Maryland

MORTGAGE SALE

ON DESIRABLE FEE SIMPLE  
RESIDENTIAL PROPERTY  
SITUATED ON LAKE ROAD, RIVIERA BEACH,  
ANNE ARUNDEL COUNTY

Under and by virtue of the power and authority contained in a mortgage from George M. Cullum and Wanda Cullum, his wife to The Capital Building and Loan Association of Baltimore City, a body corporate, dated September 15, 1953 and recorded among the Land Records of Anne Arundel County to Liber J.L.H. No. 784, folio 302 (default having occurred thereunder), the undersigned, the attorney named in said mortgage will sell at public auction on the premises on Wednesday the 29th day of June, 1955 at 3:30 P.M. all those lots of ground situated and lying in Anne Arundel County, State of Maryland and being described as follows:

BEING known and designated as Lots numbered 24 and 25, Section "P P" Riviera Beach as shown on a Plat of Riviera Beach filed among the Land Records of Anne Arundel County in Plat Book W.N.W. No. 2, folio 63 (new reference Cabinet 1, Rod 1, Plat 2), said lots having a combined frontage of about 50 feet on the northwest side of Lake Road and a depth of 125 feet more or less as shown on said plat. Said lots are on the northwest side of Lake Road approximately 257 feet southwesterly of Main Avenue.

The above property is in fee simple and is improved by a frame dwelling. Subject to Riviera Beach restrictions which are on record. TERMS OF SALE: A cash deposit of \$500.00 will be required of the purchaser at the time and place of sale. Balance of purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County to bear interest from day of sale to day of settlement at 6% per annum. Taxes and all other public charges if any to be adjusted to day of sale.

Attorney named in Mortgage.  
JOHN O. DUMLER,  
E. T. NEWELL & CO., INC.,  
Auctioneers

Ju-23

I hereby certify that I have this 29th day of June, 1955, sold the property described in the attached advertisement of sale at and for the sum of \$ 8700.00 to F. Edward Smith, Jr. being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

*E. T. Newell & Co.*  
E. T. Newell & Co. Auctioneer

PURCHASER'S AGREEMENT

I hereby certify that I have this 29th day of June, 1955, purchased the property described in the attached advertisement of sale from John O. Dumler, Attorney named in mortgage, at and for the sum of \$8700.00 and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

TEST:

*John O. Dumler*  
John O. Dumler  
*F. Edward Smith, Jr.*  
F. Edward Smith, Jr.  
Purchaser

*Filed 20 July, 1955*

THE CAPITAL BUILDING AND LOAN : IN THE CIRCUIT COURT  
ASSOCIATION OF BALTIMORE CITY :  
VS. : FOR  
GEORGE M. CULLUM and : ANNE ARUNDEL COUNTY  
WANDA CULLUM, his wife : (In Equity)  
. . . . . : Case No. 11,362  
. . . . . : Docket Folio

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

The report of sale of John O. Dumler, Attorney named in mortgage, to make sale of the fee simple property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Capital Gazette Press, Inc., a newspaper published in Anne Arundel County, for more than twenty days preceding the day of sale, the said John O. Dumler, Attorney named in mortgage, did, pursuant to said notice on the 29th day of June, 1955 at 3:30 o'clock p.m. sell on the premises, the aforesaid fee simple property unto F. Edward Smith, Jr., at and for the sum of Eighty-seven Hundred Dollars (\$8700.00) cash, the said F. Edward Smith, Jr., having offered the greatest price therefor.

*John O. Dumler*  
John O. Dumler  
Attorney named in Mortgage.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I hereby certify, that on this 19th day of July, in the year one thousand nine hundred and fifty-five, before me, the subscriber, a Notary Public of the State, of Maryland, in and for Baltimore City, aforesaid, personally appeared John O. Dumler, Attorney named in mortgage, and made oath that the facts stated in the foregoing Report of Sale are true as therein set forth and that the said sale thereby reported was fairly made.



*Antoinette M. Granese*  
Antoinette M. Granese Notary Public

My commission expires May 6, 1957.  
Filed 20 July, 1955.

11

The Capital Building And Loan  
Association Of Baltimore City

versus

George M. Cullum and  
Wanda Cullum, his wife

IN THE  
CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,362 Equity

Ordered, this 20 day of July, 1955, That the sale of the  
Property in these Proceedings mentioned,

made and reported by John O. Dumlér, Attorney named in Mortgage,  
~~XXXXXXXX~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 29  
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 29  
day of August next.

The report states that the amount of sale <sup>was</sup> ~~was~~ \$ 8,700.00.

*George J. Cromwell,* Clerk.

True Copy.

TEST: Clerk.

(Final Order)

*Filed 20 July, 1955.*

The Capital Building And Loan  
Association Of Baltimore City

versus

George M. Cullum and  
Wanda Cullum, his wife

IN THE  
CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 31<sup>st</sup> day of August, 1955,  
that the sale made and reported by the ~~Attorney~~ <sup>Attorney</sup> aforesaid, be and the same ~~is~~ <sup>is</sup> 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~~ <sup>Attorney</sup> allowed the usual commissions and such proper expenses as he shall pro-  
duce vouchers for the Auditor.

*Benjamin Michaels*  
Judge.

*Filed 31 Aug, 1955.*

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

**CERTIFICATE OF PUBLICATION**

Annapolis, Md., August 29, 1955

We hereby certify, that the annexed

Order nisi Sale

Eq. 11,362

George M. Cullum

was published in

**Maryland Gazette**

a newspaper published in the City of Annapolis, Anne Arundel  
County, Maryland, once a week for 4

successive weeks before the 29th

day of August, 1955. The first

insertion being made the 25th day of

July, 1955.

**THE CAPITAL-GAZETTE PRESS, INC.**

By D. T. [Signature]

Filed 30 Aug, 1955

**ORDER NISI**

IN THE CIRCUIT COURT  
FOR ANNE ARUNDEL COUNTY  
No. 11,362 Equity  
The Capital Building And Loan Association  
Of Baltimore City

Vs.

**GEORGE M. CULLUM And WANDA  
CULLUM, His Wife.**

Ordered, this 20th day of July, 1955,  
That the sale of the Property in these  
Proceedings mentioned, made and re-  
ported by John O. Dumler, Attorney  
named in Mortgage, BE RATIFIED  
AND CONFIRMED, unless cause to the  
contrary thereof be shown on or before  
the 20th day of August next; Provided,  
a copy of this Order be inserted in some  
newspaper published in Anne Arundel  
County, once in each of three successive  
weeks before the 20th day of August  
next.

The report states that the amount of  
sale was \$8,700.00.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

a-18

In the Case of

The Capital Building & Loan  
Association of Baltimore City  
VS.  
George M. Cullum  
and  
Wanda Cullum, his wife

In the  
Circuit Court

For  
Anne Arundel County  
No. 11,362 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.

[Dotted lines for text entry]

September 29, 1955

All of which is respectfully submitted.

*Laura K. Dickel*  
Auditor.

Filed: 5 Oct. 1955

Dr.

The Capital Building and Loan Association of Baltimore City  
vs. George M. Cullum and Wanda Cullum, his wife

in ac.

To Attorney for Fee, viz:	75	00		
To Attorney for Commissions, viz:	294	79	369	79
To Attorney for Court Costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	26	75		
Auditor - stating this account	13	50	50	25
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	33	76		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	10	75		
Fidelity & Deposit Co. of Md. -bond premium	38	00		
E. T. Newell & Co., Inc. - auctioneer's fee	75	00		
One-half Federal documentary stamps	4	95		
One-half State documentary stamps	4	95		
Antoinette M. Granese - notary fees	1	00	182	41
To The Capital Building & Loan Ass'n of Baltimore City, mortgagee - this balance on account mortgage claim	8,276	83	8,276	83
			8,879	28
Amount of mortgage claim filed	9,436	54		
Cr. Amount allowed above	8,276	83		
Balance subject to decree in personam	1,159	71		



ORDER NISI

The Capital Building & Loan  
Association of Baltimore City

VERSUS

George M. Cullum

and

Wanda Cullum, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,362

Equity.

ORDERED, This 5<sup>th</sup> day of October, 1955, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 14<sup>th</sup> 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 day of November next.

Filed: 5 Oct. 1955

George J. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 8<sup>th</sup> day of February, 1957, that the foregoing 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 ~~proceeds~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Richardson  
Judge

FILED

1957 FEB -9 AM 11:57

# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

## CERTIFICATE OF PUBLICATION

Annapolis, Md., *November 15*, 1955

We hereby certify, that the annexed -----

*Order Nisi - Eq. 11,362*  
*Auditor Account*

*George M. Cullum*

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 *November*, 1955. The first

insertion being made the *13th* ----- day of

*October*, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By *H. Tilghman*

### Order Nisi

IN THE CIRCUIT COURT  
FOR ANNE ARUNDEL COUNTY  
No. 11,362 Equity  
THE CAPITAL BUILDING & LOAN  
ASSOCIATION of Baltimore City

Vs.

GEORGE M. CULLUM and WANDA  
CULLUM, his wife

Ordered, this 5th day of October, 1955,  
That the Report and Account of the  
Auditor, filed this day in the above en-  
titled cause BE RATIFIED AND CON-  
FIRMED, unless cause to the contrary  
be shown on or before the 14th day of  
November next; Provided, a copy of  
this Order be inserted in some news-  
paper published in Anne Arundel  
County, once in each of three successive  
weeks before the 14th day of November  
next.

GEORGE T. CROMWELL, Clerk.

True Copy. TEST:

GEORGE T. CROMWELL, Clerk.

o-27

FILED

No. M.G. 1957 FEB -7 PM 2:46

18

Modern Estates Inc.

VS

Ralph Kettle  
and  
Mary Kettle  
his wife  
and any and all persons  
who may be or have any  
interest in the hereinafter  
proceedings.

\* IN THE  
\*  
\*  
\* CIRCUIT COURT  
\*  
\* of  
\* ANNE ARUNDEL COUNTY  
\*  
\* (In Equity )  
\*

*No. 11,919*

To the Honorab~~e~~, the Judge of said Court,  
Your Orator complaining by Sweetser Linthicum, Solicitor  
respectfully represents unto Your Honor;

1. That on October 10, 1938 Joseph H. Pepper, Treasurer  
and Collector of Taxes for the State of Maryland and for Anne  
Arundel County, by virtue of the power and authority vested in  
him by the Public Local Laws relating to the sale of property  
for non payment of taxes assessed against said property sold to  
the County Commissioner of Anne Arundel County the hereinafter  
described lots of ground to wit;

Lots Nos 7 and 8 Section "D " on the Plat of  
Garland- Flat Book No. 4 folio 4 in fee simple .

2. That the said lots are now vested in the Plaintiff in  
this case by reason of a deed dated October 2, 1956 and re-  
corded among the Land Records of Anne Arundel County in Liber  
G.T.C. No. 1066 folio 582 etc from Joseph H. Griscom, Jr et al

3. That the original Certificate <sup>No 2985</sup> of the aforesaid Tax  
Sale is attached hereto and prayed to be taken as part hereof  
and marked Exhibit No. 1

4. That although the period of one year and oneday has  
expired since the aforesaid sale, the lots have not been redeed-  
ed by any party in interest and the present proceedings to fore-  
close the right of redemption is brought within two years from  
the date of the issuing of the Tax Certificate.

5. That the amount of money necessary for the redemption  
of said lots is the purchase price plus interest at 6% and all  
taxes and also all taxes and County charges and liens accruing  
from the date of the sale of said lots to the date of redemption

1956 NOV -5 PM 2:13  
FILED

and also the taxes and charges accruing subsequent to the date of sale of said lots with interest and penalties and also the total disbursements made by the Plaintiff herein, the present holder of the Tax Certificate or by their predecessors in accordance with Chapter 761 of the Acts of 1943 and acts mandatory thereto.

6. That the address of the defendants, if living or of their heirs are unknown to Your Orator.

To the end hereto.

1. That Your Honorable Court pass a final decree vesting in the plaintiff, Modern Estates Inc. an indefeasible title in fee simple in and to the lots herein described and referred to and to bar all rights of redemption and foreclose all prior or subsequent alienations and descents of the property herein described and all encumbrances herein except any property assessments to which said property is subject, taxes and other County liens accruing subsequent to the aforesaid tax sale.

2. That an Order of Publication be issued against the ---- Defendants and any and all persons claiming rights or interest in the above proceedings and in the Lots set forth in the Certificate of Tax Sale, to show cause if any they have why the relief as prayed should not be granted and to answer the Bill of Complaint and abide by the Orders and Decrees of this Court,

And as in duty bound etc,  
Modern Estate Inc

*Seth H. Linthicum*  
BY

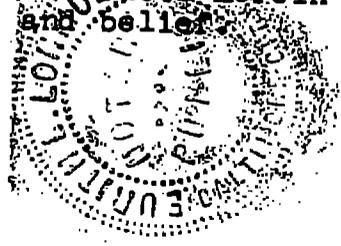
*Sweetser Linthicum*  
Sweetser Linthicum  
Solicitor for Plaintiff

President

State of Maryland, <sup>Balto. City</sup> Anne Arundel County, to wit:

I hereby certify that on this <sup>3rd</sup> ~~10th~~ day of <sup>November</sup> ~~October~~ in the year one thousand nine hundred fifty six before me the subscriber a Notary Public in and for the State and ~~County~~ <sup>City</sup> aforesaid personally appeared Seth H. Linthicum, President of the Modern Estates Inc. and made oath in due form of law that the matters and facts herein contained are true to the best of his knowledge and belief.

2



*Erwin L. Lammeller*  
Notary Public

No 2985 CERTIFICATE OF TAX SALE

I, Joseph H. Pusey, Jr., successor to Joseph H. Leppe, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 10 - 1938, I sold to A. A. Co. Comm. at public auction for the sum of 15.76 Dollars and

\_\_\_\_\_ Cents, of which 15.76 Dollars has been paid as a deposit on the property in district 5 described as lots 7-8 Bldg D situated at Garland ~~Plat~~ Plat Book No 4 - folio 4.

and assessed to Ralph + Mary Kettle.

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 17th day of September 19 56

Joseph H. Pusey, Jr. Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 17 day of October, 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Pusey, Jr. Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Lillian J. Porter Notary Public.

My Commission Expires May 6, 1957.

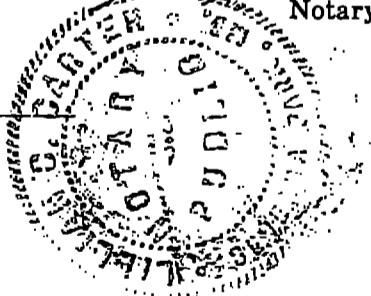
3

FILED

1956 NOV -5 PM 2:13

Exhibit No 1

No 11,919 Equity



Modern Estates Inc.  
Vs  
Ralph Kettle  
and  
Mary Kettle  
his wife  
and any and all persons  
who may be or have any  
interest in the hereinafter  
proceedings

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IN THE  
CIRCUIT COURT  
of  
ANNE ARUNDEL COUNTY  
(In Equity)

*No. 11,919 Equity*

Order of Publication.

The object of this Proceeding is to secure the foreclosure of all rights of redemption in the following described property in the Fifth District in Anne Arundel County sold by Joseph H Pepper, Treasurer of Anne Arundel County and Collector of State and County Taxes for Anne Arundel County.

Certificate of Tax Sale No. 2985 for all those two Lots known as Nos. 7 and 8 in Section "D" as shown on the Plat of Garland Recorded in Plat Book 4 folio 4

It is thereupon this 5 day of <sup>November</sup> ~~October~~ 1956 by the Circuit Court of Anne Arundel County; Ordered; That Notice be given by the insertion of a copy of this Order in one newspaper in Anne Arundel County, once a week for four successive weeks, warning all persons interested in the properties aforesaid to be and appear in this Court by the 9 day of *January* 1957 and redeem the properties in the Bill of Complaint or thereafter a final decree will be rendered foreclosing all rights of redemption in the said properties and vesting in the Plaintiff a title free and clear of any encumbrances.

*George T. Cromwell,*  
*Clk*

4

FILED  
1956 NOV -5 PM 2:14

SWEETZER LINTHICUM, Atty.  
Maple Road,  
Linthicum, Maryland

IN THE  
CIRCUIT COURT  
OF ANNE  
ARUNDEL COUNTY  
(In Equity)  
No. 11,919 EQUITY  
MODERN ESTATES, INC.

vs.  
RALPH KETTLE and MARY KET-  
TLE, his wife, and any and all per-  
sons who may be or have any interest  
in the hereinafter proceedings.

**Order Of  
Publication**

The object of this Proceeding is to  
secure the foreclosure of all rights of  
redemption in the following described  
property in the Fifth District in Anne  
Arundel County sold by Joseph, H.  
Pepper, Treasurer of Anne Arundel  
County and Collector of "State" and  
County Taxes for Anne Arundel County.  
Certificate of Tax Sale No. 2065 for  
all those two Lots known as Nos. 7 and  
8 in Section "D", as shown on the Plat  
of Garland recorded in Plat Book 4,  
folio 4.

It is thereupon this 6th day of  
October, 1956, by the Circuit Court of  
Anne Arundel County, Ordered: That  
Notice be given by the insertion of a  
copy of this Order in one newspaper in  
Anne Arundel County, once a week for  
four successive weeks, warning all  
persons interested in the properties  
aforesaid to be and appear in this  
Court by the 9th day of January, 1957,  
and redeem the properties in the Bill  
of Complaint or thereafter a final decree  
will be rendered foreclosing all rights  
of redemption in the said properties and  
vesting in the Plaintiff a title free and  
clear of all encumbrances.

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

**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 of Publication  
Eq. 11,919 Property

Ralph Kettle

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 9th

day of January, 1957. The first

insertion being made the 18th day of

November, 1956

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

**FILED**

No. M.G. 8923  
1957 JAN 23 AM 10:57  
5

Modern Estates Inc

vs.

Ralph Kettel et al

No. 11,919 ~~DIVORCE~~ EQUITY

IN THE  
CIRCUIT COURT  
FOR  
ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

The respondent, s. Ralph Kettel and Mary Kettel, his wife, after order of publication duly published (~~for record~~) (~~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 (~~as a result of summons~~).

It is, thereupon, this 24 day of January, 1957, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that said bill of complaint be, and the same is hereby, taken pro confesso against said respondents.

And it is further ordered that leave is hereby granted to the complainant to take testimony before any one of the standing Examiners of this Court in support of the allegations of the said bill upon giving due notice to the respondent of the time and place of taking of testimony.

*Matthew P. Brown*  
Judge

6  
FILED  
1957 JAN 24 AM 9:55

Modern Estates Inc.

VS

Ralph Kettle and  
Mary Kettle, his wife  
and any and all persons  
who may be or have any interest  
in the hereinafter proceedings.

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IN THE  
CIRCUIT COURT  
of  
ANNE ARUNDEL COUNTY  
(In Equity )  
Case No. 11,919

FINAL DECREE.

The above cause being submitted, no cause to the contrary  
having been shown, it is therefor Ordered and Decreed this  
12<sup>th</sup> day of ~~February~~ <sup>March</sup> 1957, by the Circuit Court of Anne  
Arundel County that the title to the following lots to wit;

Lots Nos. 7 and 8, Section "D" on the Plat of GARLAND  
Plat Book No. 4 folio 4

be and they are hereby vested in the plaintiff, Modern Estates  
Inc. in fee simple, free of all rights, of redemption and free  
and clear of any encumbrances.

And it is further ordered that the plaintiff pay the costs  
of these proceedings.

*Benjamin Michaelson*  
-----  
Judge

7

FILED

1957 MAR 13 AM 11:58  
1957 MAR 13 AM 11:58

