LIBER 101 PAGE 1

JOHN E. STOKES, JR. Davidsonville, Maryland	:	NO. 11,544 EQUITY
VS.	:	
COSBY M. STOKES 1113 Tyler Avenue Annapolis, Maryland	:	IN THE
HOWARD L. STOKES Bay Ridge & Tyler Avenues Annapolis, Maryland	:	CIRCUIT COURT
FRANK A. STOKES c/o Leonard A. Ruggiero 22 Decatur Avenue, Bay Ridge Annapolis, Maryland	:	FOR ANNE ARUNDEL COUNTY
RICHARD S. STOKES 1007 Tyler Avenue Annapolis, Maryland	:	
MARTHA S. MILLER 1009 Tyler Avenue Annapolis, Maryland	:	

::::::::

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orator, John E. Stokes, by his Solicitors, Samuel Schenker and Allan D. Housley respectfully represents:

FIRST: That John Elmer Stokes, Sr. during his lifetime became seized and possessed of three tracts or parcels of land containing 8.95 acres lying, being and situate in the Sixth Election District of Anne Arundel County (formerly the Second Election District) of Anne Arundel County, Maryland, in common with the defendants, said land being acquired:

(1) By deed dated February 5, 1903 and recorded among the land records of Anne Arundel County in Liber G.W. 29 folio 56, a certified copy of which is filed herewith and marked Exhibit No. 1, James R. Brashears and Matilda Mc C. Brashears, his wife, conveyed to John E. Stokes a certain parcel of land located in the Sixth Election District of Anne Arundel County, Maryland, and described therein as being lot #44 of the tract known as "The President", the plat of which is recorded in Liber G.W. 27 folio 114, fronting 195' on Bay Ridge Road and having an even depth of 435½'.

Filed: 24 Oct. 1955

SAMUEL SCHENKER
ATTORNEY AT LAW
150 SOUTH STREET
ANNAPOLIS, MARYLAND

2. By deed dated April 16, 1907, and recorded among the land records of Anne Arundel County in Liber G.W. 54, folio 391, a certified copy of which is filed herewith and marked as Exhibit No. 2, Florence M. Wooley, George E. Wooley and Elizabeth C. Wooley, his wife, conveyed to John E. Stokes, a certain parcel of land located in the Sixth Election District of Anne Arundel County, Maryland, and described therein as Lot #43 of the tract known as "The President", the plat of which is recorded in Liber G.W. 27, folio 114, fronting 200' on Bay Ridge Road and having an even depth of 435½'.

3. By deed dated June 10, 1919, and recorded among the Land Records of Anne Arundel County, in Liber W.N.W. 11, folio 31, a certified copy of which is filed herewith and marked Exhibit No. 3, C. Corner Ridout and Nina P. Ridout, his wife, conveyed to John E. Stokes, Sr., a certain parcel of land located in the Sixth Election District of Anne Arundel County, Maryland, and described therein as being Lot #45 and part of Lot #46 of the tract known as "The President", the plat of which is recorded in Liber G.W. 27 folio 114, fronting 250' on Bay Ridge Road and having an even depth of 871', which said parcel of land was subsequently conveyed to Nicholas H. Green, Trustee, by John E. Stokes and Annie R. Stokes, his wife, when John E. Stokes married Annie R. Stokes, by deed dated August 25, 1932, and recorded among the Land Records of Anne Arundel County, in Liber F.S.R. 106, folio 3, a certified copy of which is filed herewith and marked as Exhibit No. 4, and immediately reconveyed by Nicholas H. Green, Trustee, to John E. Stokes and Annie R. Stokes, his wife, to hold as tenants by the entirities, by deed dated August 25, 1932, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 106, folio 4, a certified copy of which is filed herewith and marked as Exhibit No. 5, and it is prayed to be taken as part and parcel of this bill as fully as though the same were incorporated therein at length, saving and excepting, therefrom five tracts or parcels of land conveyed.

SAMUEL SCHENKER
ATTORNEY AT LAW
150 SOUTH STREET
ANNAPOLIS, MARYLAND

1. By deed dated May 20, 1946 and recorded among tbe Land Records of Anne Arundel County in Liber J.H.H. 363, folio 107, a certified copy of which is filed herewith and marked Exhibit No. 6, John E. Stokes, Sr. and Caroline Stokes, his wife, andThe Farmers National Bank of Annapolis, a body corporate, Mortgagee, conveyed to Howard Lane Stokes and Rebecca E. Stokes, his wife, a certain parcel of land located in the Sixth Election District of Anne Arundel County, Maryland, fronting 50' on Bay Ridge Road and having an even depth of 219', said parcel of land lying immediately adjacent to the parcel of land conveyed by deed dated August 20, 1952, hereinafter referenced.

2. By deed dated August 20, 1952 and recorded among the Land Records of Anne Arundel County is Liber J.H.H. 702, folio 495, a certified copy of which is filed herewith and marked Exhibit No. 7, John E. Stokes, Sr. and Caroline Stokes, his wife, conveyed to Howard Land Stokes and Rebecca E. Stokes, his wife, a certain parcel of land located in the Sixth Election District of Anne Arundel County, Maryland, and described as lying on the Northside of the intersection on Bay Ridge Road and Tyler Avenue, fronting 50' on Bay Ridge Road and having an even depth of 219'.

3. By deed dated February 25, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 815, folio 41, a certified copy of which is filed herewith and marked as Exhibit No. 8, John E. Stokes and Carrie Stokes, his wife, conveyed to the First Baptist Church of Eastport, a body corporate, a certain parcel of land located in the Sixth Election District of Anne Arundel County, Maryland, fronting 100' on Van Buren Street and having an even depth of 200'.

4. By deed dated October 4, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 869, folio 244, a certified copy of which is filed herewith and marked

SAMUEL SCHENKER
ATTORNEY AT LAW
150 SOUTH STREET
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Exhibit No. 9, John E. Stokes, widower, conveyed to Linwood A. Hall and Lois L. Hall, his wife, a certain parcel of land located in the Sixth Election District of Anne Arundel County, Maryland, fronting 60' on Tyler Avenue and having an even depth of 250'.

5. By deed dated November 27, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 875, folio 237, a certified copy of which is filed herewith and marked Exhibit No. 10, John Elmer Stokes, widower, conveyed to Cosby M. Stokes and Esther Frances Stokes, his wife, a certain parcel of land located in the Sixth Election District of Anne Arundel County, Maryland, fronting 120' on Van Buren Street and having an even depth of 175'.

SECOND: And thus being seized and possessed of the aforesaid parcels of land and the improvements thereon, said improvements being a two story frame dwelling, the said John Elmer Stokes, Sr., widower, died during the year 1955 testate, his last will and testament being recorded in the Records of the Orphans Court for Anne Arundel County, Maryland Liber R.G.P., Book No. 5, folio 460, Docket 57, and left surviving him as his only heirs at law five sons and one daughter, to wit:

1. John E. Stokes, Jr.
   Davidsonville, Maryland

2. Cosby M. Stokes,
   1113 Tyler Avenue
   Annapolis, Maryland

3. Howard L. Stokes
   Bay Ridge & Tyler Avenues
   Annapolis, Maryland

4. Frank A. Stokes
   c/o Leonard A. Ruggerio
   22 Decatur Avenue
   Bay Ridge,
   Annapolis, Maryland

5. Richard S. Stokes
   1007 Tyler Avenue
   Annapolis, Maryland

SAMUEL SCHENKER
ATTORNEY AT LAW
150 SOUTH STREET
ANNAPOLIS, MARYLAND

6. Martha S. Miller
1009 Tyler Avenue
Annapolis, Maryland

THIRD That said real estate cannot be divided in kind without material loss or injury to the parties entitled thereto:

To the end therefore:

1. That a trustee may be appointed to make sale of the real estate in these proceedings for the purpose of partition and the proceeds arising therefrom may be divided among the parties entitled thereto according to their respective interests.

2. That your Orator may have such other and further relief as the case may require.

And as in duty bound, etc.

John E. Stokes, Jr., Plaintiff

Samuel Schenker
Petitioner for Solicitor
Towns-Worth Building
Annapolis, Maryland

Allan D. Housley
Petitioner for Solicitor
Towns-Worth Building
Annapolis, Maryland

SAMUEL SCHENKER
ATTORNEY AT LAW
150 SOUTH STREET
ANNAPOLIS, MARYLAND

STATE OF MARYLAND, ANNE ARUNDEL COUNTY TO WIT:

I hereby certify that John E. Stokes Jr., the Plaintiff in the aforegoing bill of complaint personally appeared before me the Subscriber, a Notary Public, of the State and County aforesaid, and after being duly sworn, stated the facts set forth in said Bill of Complaint are true to the best of his beliefs.

WITNESS My Hand and Seal:

Notary Public

SAMUEL SCHENKER
ATTORNEY AT LAW
150 SOUTH STREET
ANNAPOLIS, MARYLAND

This Deed made this Fifth day of February in the year one thousand nine hundred and three by Matilda McC Brashears and James R. Brashears her husband of the first part, and John E. Stokes of the Second part all of Anne Arundel County in the State of Maryland

Witnesseth that in consideration of the Sum of Two Hundred Dollars Current money of the United States, the receipt of which is hereby acknowledged by the Said parties of the first- They the Said parties of the first part by these presents do grant and convey unto the Said party of the Second part his heirs and assigns in fee Simple, all of that tract or parcel of land, Situate lying and being in the Second Election District of Anne Arundel County, and described as follows, that is to Say:

Beginning for the Same at a point on the west Side of the Public road from Eastport to Bay Ridge this Said point being distant fifteen hundred and eighty three and one half feet from a Stone marked A on a plat of the tract of land purchased by the Said Matilda Mc_ Brashears from the Farmers National Bank of Annapolis, Maryland, which is recorded among the Land Records of Anne Arundel County in Liber G W No 27 folio 111&c. and running thence N 70° West Four Hundred and thirty five and one half feet on a line parallel with a thirty foot road known as Harrison Street, thence S 20° West for a distance of two hundred feet in a line parallel with the public road from Eastport to Bay Ridge to a point on the aforesaid Street and thence along the line of Said Street in a line parallel with the first line herein mentioned to the Said public road for a distance of Four Hundred and Thirty five and one half feet, thence along the Said Bay Ridge road to the beginning point for a distance of Two Hundred feet. The Said lot or tract of land containing Two Acres of land and being part of the tract conveyed to the Said Matilda McC Brashears by the Farmers National Bank of Annapolis by a deed bearing date of the 16th September 1902 and recorded in the aforesaid Land Records in Liber G.W 27 folios 111&c, and the Said lot is known as Lot No 44 of Said plat.

And it is further agreed between the grantors and the grantee in consideration of the premises that the said John E. Stokes Shall be allowed to divert a Small Stream of water, which now runs down or near Said

11,544 Eq.
Stokes v Stokes
Examiner's Exhibit #1
Filed 22 Nov., 1955
E Clewans, Examiner
Re-filed 13 Mar., 1956

Harrison Street from Said Street into his own premises, in order that he may have the use of Said Water 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 Said Property and premises above described and mentioned and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the Said John E. Stokes the party of the Second part in fee Simple

And the Said parties of the first part do hereby covenant that they will warrant specially the property hereby granted and conveyed, and that they will execute such further assurances of Said property As may be requisite Witness the hands and seals of the said grantors

Test Matilda McC Brashears (Seal)

John N Davis Jas R. Brashears (Seal)

State of Maryland, Anne Arundel County, to wit

I Hereby Certify that on this fifth day of February in the year one thousand nine hundred and three before me the Subscriber a Justice of the Peace of the State of Maryland, in and for Anne Arundel County aforesaid personally appeared Matilda McC Brashears and James R. Brashears her husband and each acknowledged the foregoing deed to be their respective act

John N Davis

Justice of the Peace

Recorded 10-February 1903

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Deed is truly taken and copied from Liber G. W. No. 29, folio 56, 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 3rd day of November, 1955.

George T. Cromwell

George T. Cromwell, Clerk

This DeeD, maDe this Sixteenth day of april, in the year one thousand nine hundred and seven by Florence M. Woolley, George E. Wolley and Elizabeth C. Woolley his wife of Anne Arundel County State of Maryland, of the one part and John E. Stokes of the County and State of theother part. Witnesseth, that in consideration of the sum of Three Hundred and Seventy five dollars current money in hand paid by the said John E. Stokes to the parties of the first part at or before the sealing and delivery of these presents the receipt whereof is hereby acknowledged they the said Florence M. Woolley, George E. Woolley and Elizabeth C. Woolley his wife as aforesaid have granted bargained and sold and by these presents do grant and convey unto the said John E. Stokes his heirs and assigns in fee simple, all that lot or parcel of land situate lying and being in the Second District of Anne Arundel County, near Eastport and described as follows, that is to say;

Beginning for the same it being designated as lot No. 43 on the Tract of Land called The President which said plat; recorded among the Land Records for said County in Liber G. W. No. 27 folio 114; on the west side of the Public Road leading from Eastport to Thomas Point and now called Bay Ridge Avenue being Also the North East corner of Lot No. 44 on said Plat and running with the line of said Avenue North Twenty degrees East one hundred and Ninety five feet to a stake on the South line of Van Buren Street; thence with said South line of said Street North Seventy degrees West four hundred and Thirty five and one half feet to a post; thence parallel with said public road, Now Bay Ridge Avenue South Twenty degrees West One hundred and Ninety five feet to a post; thence with the north line of a lot of ground now owned by the said John E. Stokes, South Seventy degrees east four hundred and thirty five and one half feet to the point of beginning, containing one and ninety five hundreds acres of land more or less, Being the same lot or parcel of land which was conveyed to the said Florence M. Woolley and George E. Woolley by deed from Matilda McC. Brashears and husband dated the Twenty First day of July in the year Nineteen hundred and threee and recorded among the Land Records for Anne Arundel County in Liber G.W. No. 33 folio 41&c., as by reference thereto will more fully appear.

71.544 Eq
Stokes & Stokes 10 Examiner's Exhibit #2 Filed 22 Nov., 1955. E/Clowers Examiner Re-filed 13 Mar., 1956.

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 or parcel of land and premises; above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said John E. Stokes his heirs and assigns forever in fee-simple-

And the said parties hereto of the first part 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 said grantors.

Test;

Nannie S. Stockett;

Florence M. Woolley (Seal)

Geo. E. Woolley (Seal)

Elizabeth C. Wooley (Seal)

State of Maryland, Anne Arundel County, to wit;

I hereby certify that on this Sixteenth day of April in the year one thousand nine hundred and seven before me, the subscriber a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally apeared Florence M. Woolley, George E. Woolley and Elizabeth C. Woolley his wife and each acknowledged the foregoing deed to be their act.

(Notary's Seal) Nannie S. Stockett, Notary Public

Recorded 17th April 1907.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing Deed is truly taken and copied from Liber G.W. No. 54, folio 391, 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 27th day of October, 1955.

George T. Cromwell

George T. Cromwell, Clerk

($1.00 Rev. Stamp.)

This Deed, Made this 10th. day of June, 1919, by and between C. Corner Ridout and Nina P. Ridout, his wife, parties of the first part, and John E. Stokes, party of the second part, all of Anne Arundel County, Maryland, Witnesseth:-

That for and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable considerations, paid by the said party 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 party of the second part, his heirs and assigns,

All that tract of land situate in the Second Election District of Anne Arundel County, Maryland, near the Village of Eastport, on the northwest side of the public road leading from the said village of Eastport to Bay Ridge, with a frontage on said road of 250 feet and a depth of 871 feet, containing five acres of land, more or less; being the whole of lot No. 45 and part of lot No. 46 as laid out on the plat of the tract of land called "The President" and filed among the Land Records of Anne Arundel County in Liber G. W. No. 27, folio 114. And being the property which was conveyed to the said C. Corner Ridout by James M. Munroe, Attorney, by deed dated the 5th. day of June, 1918, recorded among the aforesaid Land Records in Liber G. W. No. 142, folio 99.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances therto belonging, or in anywise appertaining.

To Have And To Hold the above described property unto and to the proper use and benefit of the said party of the second part, his heirs and assigns, forever, in fee simple.

And the said parties of the first part hereby covenant that they will warrant specially the property hereby intended to be conveyed, and will execute such other and further assurances of the same as may be necessary.

Witness the hands and seals of the said grantors.

Test: Thomas O. Gott. C. Corner Ridout, (Seal)

11/5/44 Eg Stokes to Stokes 12 Examiner's Exhibit #3 Filed 22 Nov., 1955. E/Chaves, Examiner Re-filed 13 Mar., 1956.

Nina P. Ridout, (Seal)

State of Maryland, Anne Arundel Coutny. To Wit:-

I hereby certify, that on this 10th. day of June, 1919, before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared C. Corner Ridout and Nina P. Ridout, his wife, and acknowledged the aforegoing deed to be their act,

Witness my hand and Notarial Seal.

(Notary Seal) Thomas O. Gott, Notary Public

Recorded 11th. June, 1919.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing Deed is truly taken and copied from Liber W.N.W. No. 11, folio 31, 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 1st day of November, 1955.

George T Cromwell

George T. Cromwell, Clerk

THIS DEED made this twenty-fifth day of August in the year Nineteen hundred and thirty-two by John E. Stokes and Annie R. Stokes, his wife, of the first part and Nicholas H. Green, Trustee as hereinafter named, of the second part, all of Anne Arundel County, in the State of Maryland,

WITNESSETH, That for and in consideration of the sum of Ten dollars, current money, in hand paid by the said party of the second part to the said parties of the first part, at or before the execution and delivery of these presents, the receipt whereof is hereby acknowledged, and for divers other good and valuable considerations, them thereunto moving, the said John E. Stokes and Annie R. Stokes, his wife, have bargained and sold and by these presents do grant and convey unto the said Nicholas H. Green, Trustee, his successors and assigns, in fee simple, in special trust and confidence nevertheless to immediately reconvey to the said John E. Stokes and Annie R. Stokes his wife, as tenants by the entireties, their heirs and assigns, all those three lots of ground situate on the Northwest side of the public road leading from the Village of Eastport to Bay Ridge, in the Second Election District of Anne Arundel County, Maryland, and described as follows:

First: All that lot of ground situate on the northwest side of said public road, with a frontage thereon of two hundred and fifty feet and a depth of eight hundred/seventy-one feet, containing five acres of land, more or less, being the whole of Lot No. 45 and part of Lot No. 46 as laid out on the plat of the tract of land called "The President" and filed among the Land Records of Anne Arundel County in Liber G.W. No. 27, folio 114. Being the same property conveyed to the said John E. Stokes by C. Corner Ridout and wife, by deed dated June 10, 1919, and recorded among the aforesaid Land Records in Liber W. N. W. No. 11 folio 31.

Second: All that lot of ground situate on the Northwest side of said public road, with a frontage thereon of two hundred feet and a depth of four hundred thirty-five and one half feet, containing two acres of land, more or less, designated as Lot Number 44 on the aforesaid plat.

11,544 Eq
Stokes - Stokes Examiner's Exhibit #4 E/Clowans, Examiner
14 Filed 22 Nov., 1955. Re-filed 13 Mar., 1956.

Being the same property which was conveyed to the said John E. Stokes by Matilda McC. Brashears and husband, by deed dated February 5, 1903, and recorded among the aforesaid Land Records in Liber G. W. No. 29 folio 56.

Third: All that lot of ground situate on the northwest side of said public road, with a frontage thereof of two hundred feet and a uniform depth of four hundred thirty-five and one half feet, containing two acres of land, more or less, designated as Lot No. 43 on the aforesaid plat. Being the same lot of ground conveyed to the said John E. Stokes by Florence M. Wooley et al. by deed dated April 16, 1907, and recorded among the aforesaid Land Records in Liber G. W. No. 54 folio 391.

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

To Have and To Hold the above described property with its appurtenances unto and to the proper use and benefit of him the said Nicholas H. Green, Trustee, his successors and assigns, in fee simple, in special trust and confidence nevertheless to immediately reconvey the same unto the said John E. Stokes and Annie R. Stokes, his wife, as tenants by the entireties, their heirs and assigns, in fee simple.

Witness the hands and seasl of the above named grantors onthe day and in the year first above written.

Test: John E. Stokes. (Seal)

Myrtle Sturm. Annie R. Stokes. (Seal)

State of Maryland, Anne Arundel County, Sct:

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify that on this 25" day of August in the year Nineteen hundred and thirty-two before me the subscriber a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared John E. Stokes and Annie R. Stokes, his wife, and they acknowledged the aforegoing deed to be their act and deed.

Witness my hand and seal Notarial,

(NOTARIAL SEAL) Myrtle Sturm.

Notary Public.

Recorded-August-26-1932-10-A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing Deed is truly taken and copied from Liber F.S.R. No. 106, folio 3, 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 2nd day of November, 1955.

George T. Cromwell

George T. Cromwell, Clerk

THIS DEED made this 25" day of August, in the year Nineteen hundred and thirty-two by Nicholas H. Green, Trustee as hereinafter mentioned, of the first part and John E. Stokes and Annie R. Stokes, his wife, of the second part, all of Anne Arundel County, in the State of Maryland,

WITNESSETH: Whereas the said parties of the second part by deed of even date herewith conveyed the hereinafter described property to the said Nicholas H. Green, Trustee, in special trust and confidence nevertheless to immediately reconvey the same to the said parties of the second part as tenants by entireties, and in execution of the trust reposed in him by said deed and in order to effectuate the intention of all the parties hereto, the said Nicholas H. Green, Trustee, executes this deed.

Re-filed 13 Mar., 1956.

Now therefore this Deed Witnesseth that in consideration of the premises and of the sum of Five Dollars the said Nicholas H. Green, Trustee, has bargained and sold and by these presents does grant and convey unto the said John E. Stokes and Annie R. Stokes, his wife, as tenants by the entireties, their heirs and assigns, in fee simple: All those three lots of ground situate on the Northwest side of the public road leading from the Village of Eastport to Bay Ridge, in the Second Election District of Anne Arundel County, Maryland, and described as follows:

First: All that lot of ground situate on the northwest side of said public road, with a frontage thereon of two hundred and fifty feet and a depth of eight hundred seventy-one feet, containing five acres of land, more or less. Being the whole of Lot No. 45, and part of Lot No. 46 as laid out on the plat of the plat of the tract of land called "The President" and filed among the Land Records of Anne Arundel County in Liber G.W. No. 27 folio 114. Being the same property conveyed to the said John E. Stokes by C. Corner Ridout and wife, by deed dated June 10, 1919 and recorded among the aforesaid Land Records in Liber W.N.W. No. 11 folio 31.

Second: All that lot of ground situate on the Northwest side of said public road with a frontage thereon of two hundred feet and a depth of four hundred thirty-five and one-half feet, containing two acres of land, more or less, designated as Lot NUmber forty-four on the aforesaid plat. Being the same property which was conveyed to the said John E. Stokes by Matilda McC. Brashears and husband, by deed dated February 5, 1903, and

11,544 Eq - Stokes - Stokes
17 Filed Examiner's #5 Nov., 1955. E/Clawans Examiner

recorded among the aforesaid Land Records in Liber G. W. No. 29 folio 56.

Third: All that lot of ground situate on the northwest side of said public road, with a frontage thereon of two hundred feet and a uniform depth of four hundred thirty-five and one half feet, containing two acres of land, more or less, designated as Lot No. 43 on the aforesaid plat. Being the same lot of ground conveyed to the said John E. Stokes by Florence M. Woolley et al. by deed dated April 16, 1907, and recorded among the aforesaid Land Records in Liber G. W. No. 54 folio 391.

The above three tracts of land being the same property which was conveyed to the said Nicholas H. Green, Trustee, by John E. Stokes and Annie R. Stokes, his wife, by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County prior to the recording of this deed.

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

To Have and To Hold the above described property with its appurtenances unto and to the proper use and benefit of them the said John E. Stokes and and Annie R. Stokes, his wife, as tenants by the entireties, their heirs and assigns, in fee simple.

Witness the hand and seal of the above named grantor on the day and in the year first above written.

Witness: Nicholas H. Green. (Seal)

Myrtle Sturm. Trustee.

State of Maryland, Anne Arundel County sct:

I hereby certify that on this 25" day of August in the year Nineteen hundred and thirty-two before me the subscriber a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared Nicholas H. Green, Trustee, and he acknowledged the aforegoing deed to be his act and deed.

Witness my hand and seal Notarial.

(NOTARIAL SEAL) Myrtle Sturm.

Notary Public.

Recorded-August-26-1932-10-A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Deed is truly taken and copied from Liber F.S.R. No. 106, folio 4, 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 2nd day of November, 1955.

George T Cromwell

George T. Cromwell, Clerk

Gift- No consideration R. T. B. 111

THIS DEED, Made this Twentieth day of May in the year nineteen hundred and forty-six, by JOHN E. STOKES, Sr., and CAROLINE STOKES, his wife of Anne Arundel County, State of Maryland, of the first part; THE FARMERS NATIONAL BANK OF ANNAPOLIS, a body corporate of the State of Maryland, Mortgagee, of the second part; and HOWARD LANE STOKES and REBECCA E. STOKES, his wife, of Anne Arundel County, State of Maryland, of the third part.

WHEREAS, The Farmers National Bank of Annapolis is the holder of a mortgage covering the property hereinafter described, and other property, dated the first day of May, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 274, folio 406, and unites in this Deed for the purpose of releasing said land hereinafter described from the legal operation and effect of said mortgage; RETAINING, NEVERTHELESS, the lien of said mortgage upon the remainder of the property mentioned in said mortgage.

Re-filed 13 Mar., 1956.

NOW, THEREFORE, THIS DEED WITNESSETH: That for and in consideration of the sum of Ten ($10.00) Dollars and other good and valuable considerations, the receipt thereof is hereby acknowledged, the said parties of the first part, John E. Stokes, Sr., and Caroline Stokes, his wife, and the said party of the second part, The Farmers National Bank of Annapolis, do hereby grant, convey and release unto the said parties of the third part, Howard Lane Stokes, and Rebecca E. Stokes, his wife, as tenants by the entireties, their heirs and assigns, in fee simple.

ALL that piece or parcel of ground situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland, and being a lot fifty (50) feet by two hundred nineteen (219) feet, more or less, on Bay Ridge Road, and being designated as Lot No. Two (2) on an unrecorded plat made by J. Carson Boush, Surveyor, in August, 1910, and being shown thereon as a lot Fifty (50) feet by Two Hundred Twenty-one (221) feet, two feet of said lot having been heretofore conveyed for the widening of the said Bay Ridge Road, leaving said lot with a depth of Two Hundred Nineteen (219) feet, and described as follows:

11.544 Eq
Stokes Stokes Filed 22 Nov., 1955. Exhibit #6 20 E/Clearance Examiner

BEGINNING for the same at a point on the County Road 50 feet in a Northerly direction from Tyler Street and Bay Ridge Road and running from thence in a Westerly direction parallel to the North side of Tyler Street Two hundred nineteen (219) feet, more or less, to Lot No. 6 as shown on the aforesaid plat; thence with Lot No. 6 at right angles to Tyler Street Fifty (50) feet to the division line between Lots Nos. 2 and 3 as shown on the aforesaid plat; thence with the division line between Lots Nos. 2 and 3 in an Easterly direction two hundred nineteen (219) feet to Bay Ridge Road; thence with Bay Ridge Road in a southerly direction Fifty (50) feet to the place of beginning.

Being a part of the same property conveyed to John E. Stokes and Annie R. Stokes, his wife, as tenants by the entireties by Nicholas H. Green, Trustee, by Deed dated August 25, 1932, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 106, folio 4; the said Annie R. Stokes having departed this life April 8, 1944, leaving the said John E. Stokes surviving tenant by the entirety; the said John E. Stokes having since intermarried with Caroline Stokes.

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

TO HAVE AND TO HOLD the said lot of ground and premises above described and mentioned and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Howard Lane Stokes and Rebecca E. Stokes, his wife, as tenants by the entireties, their heirs and assigns, in fee simple.

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

WITNESS the hands and seals of the said parties of the first part; and WITNESS the corporate name of The Farmers National Bank of Annapolis by Carey L. Meredith, its President, and its corporate seal duly attested by Daniel H. Nichols, its Cashier.

WITNESS:

BEATRICE A. VELENOVSKY

JOHN E. STOKES, SR. (SEAL)

CAROLINE STOKES (SEAL)

THE FARMERS NATIONAL BANK OF ANNAPOLIS,
Mortgagee,

ATTEST:

BY: CARY L. MEREDITH
PRESIDENT

DANIEL H. NICHOLS
CASHIER

(Corporate Seal)

STATE OF MARYLAND, Anne Arundel County, to-wit:

I HEREBY CERTIFY, That on this 20th day of May in the year nineteen hundred and forty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared JOHN E. STOKES, Sr., and CAROLINE STOKES, his wife, parties of the first part hereto, and they acknowledged the foregoing Deed to be their act and deed; and at the same time also personally appeared Carey L. Meredith, President of THE FARMERS NATIONAL BANK OF ANNAPOLIS, Mortgagee, party of the second part hereto, and he acknowledged the foregoing Deed to be the act of the said The Farmers National Bank of Annapolis.

AS witness my hand and Notarial seal.

(Notarial Seal)

BEATRICE A. VELENOVSAY
NOTARY PUBLIC

Recorded - 25th May 1946, at 9:45 A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing Deed is truly taken and copied from Liber J.H.H. No. 363, folio 107, 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 2nd day of November, 1955.

George T. Cromwell

George T. Cromwell, Clerk

No Stamps Required

LIBER 702 PAGE 495 LIBER 101 PAGE 23

THIS DEED, Made this 20th day of August in the year nineteen hundred and fifty-two, by and between JOHN E. STOKES, SR. and CAROLINE STOKES, his wife, of Anne Arundel County, State of Maryland, of the first part; and HOWARD LANE STOKES and REBECCA E. STOKES, his wife, of Anne Arundel County, State of Maryland, of the second part.

WITNESSETH: That for and in consideration of the sum of Ten ($10.00) Dollars and other good and valuable considerations, the receipt thereof is hereby acknowledged, the said parties of the first part, John E. Stokes, Sr. and Caroline Stokes, his wife, do hereby grant and convey unto the said parties of the second part, Howard Lane Stokes and Rebecca E. Stokes, his wife, as tenants by the entireties, their heirs and assigns, in fee simple.

ALL that piece or parcel of land situate, lying and being in the Sixth Election District of Anne Arundel County, formerly in the Second Election District of Anne Arundel County, State of Maryland, and being at the intersection of Bay Ridge Road and Tyler Street and described as follows:

BEGINNING for the same at a point at the intersection of the West side of Bay Ridge Road and the North side of Tyler Street, and running from thence with the West side of the Bay Ridge Road 50 feet to the beginning point of a Lot heretofore conveyed by John E. Stokes, Sr., et al., to Howard Lane Stokes and Rebecca E. Stokes, his wife, by Deed dated the Twentieth day of May, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.F.R. No. 363, folio 107; thence leaving the said Westerly side of the Bay Ridge Road and running with the first line of said conveyance 219 feet, more or less, to the end of said line; thence at right angles to the last mentioned line and parallel with the Bay Ridge Road in a Southerly direction 50 feet, more or less, to the North side of Tyler Street; thence with the North side of Tyler Street in an Easterly direction 219 feet, more or less, to the place of beginning.

Being a part of the same property conveyed to John E. Stokes and Annie R. Stokes, his wife, as tenants by the entireties, by Nicholas H. Green, Trustee, by Deed dated the Twenty-fifth day of August, 1932, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 106, folio 4;

Re-filed 13 Mar, 1956

#544 Eq
Stokes Stokes
Filed 22 Nov, 1955 24
Examiner's Exhibit #7
E. Clawans
Examiner

the said Annie R. Stokes having departed this life April 8, 1944, leaving the said John E. Stokes surviving tenant by the entirety; the said John E. Stokes having since intermarried with Caroline Stokes.

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

TO HAVE AND TO HOLD the said lot of ground and premises above described and mentioned and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Howard Lane Stokes and Rebecca E. Stokes, his wife, as tenants by the entireties, their heirs and assigns, in fee simple.

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

WITNESS the hands and seals of the said parties of the first part hereto.

WITNESS:

Jacqueline R. Calabrese
Jacqueline R. Calabrese

John E. Stokes (SEAL)
John E. Stokes, Sr.

Caroline Stokes (SEAL)
Caroline Stokes

STATE OF MARYLAND, Anne Arundel County, to-wit:

I HEREBY CERTIFY, That on this 20th day of August in the year nineteen hundred and fifty-two, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared JOHN E. STOKES, SR. and CAROLINE STOKES, his wife, parties of the first part hereto, and they acknowledged the foregoing Deed to be their act and deed.

AS WITNESS my hand and Notarial seal.

Jacqueline R. Calabrese
Jacqueline R. Calabrese - NOTARY PUBLIC

Recorded-21st-Aug.-1952-at-2:00-P.M.

92

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Deed is a true copy, per pnotostat, as recorded in Liber J.H.H. No. 702, folio 495, 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 27th day of October, 1955.

George T. Cromwell

George T. Cromwell, Clerk

THIS DEED, made this 25 day of February, 1954, by and between John E. Stokes and Carrie Stokes, his wife, of the first part, GRANTORS; and The First Baptist Church of Eastport, a body corporate, duly incorporated under the laws of the State of Maryland, of the second part, GRANTEE,

WITNESSETH: That for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, receipt whereof in full is hereby acknowledged, the said GRANTORS do hereby grant and convey unto the said GRANTEE, its successors and assigns, in fee simple, all that tract or parcel of ground situate, lying and being in the Sixth Election District of Anne Arundel County, State of Maryland, and more particularly described as follows:

BEGINNING for the same at a pipe found on the south side of Van Buren Street, said pipe being located where the South 20° West, 195 ft. line of the conveyance from Florence M. Wooley, et al, to John E. Stokes, by deed recorded among the Land Records of Anne Arundel County in Liber G.W. 54, Folio 391 and dated April 16, 1907, intersects said side of Van Buren Street, said pipe also being the northeasternmost corner of a lot conveyed by Maurice Meade to W. H. Morgan, said deed recorded among said Land Records in Liber J.H.H. 690, Folio 501; and running from said beginning point with the south side of Van Buren Street as now used, South 74° 08' East, 100 ft. to an iron pipe set; thence running through the above-mentioned conveyance to Stokes and also through part of the conveyance from Matilda Brashears and James, her husband, to John E. Stokes, by deed dated February 5, 1903 and recorded among said Land Records in Liber G.W. 29, Folio 56, South 15° West, 200 ft. to a pipe set; thence parallel with Van Buren Street, North 74° 08' West, 100 ft. to a pipe set; thence with the west lines of the two above-mentioned conveyances to Stokes, as now surveyed, North 15° East, 200 ft. to the place of beginning.

BEING part of the two above-mentioned conveyances to John E. Stokes, and as surveyed by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors in February 1954.

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

TO HAVE AND TO HOLD the above described tract of land unto and to the proper use and benefit of the said GRANTEE, its successors and assigns, in fee simple.

Re-filed 13 Mar. 1956

11,544 E
Stokes & Stokes

Examiner's Exhibit #E

E/Clowans
Examiner

27 Filed 22 Nov. 1955

AND the said GRANTORS hereby covenant that they will WARRANT SPECIALLY the title to the property hereby conveyed, and will execute such other and further assurances of the same as may be requisite.

WITNESS the hands and seals of the said GRANTORS:

WITNESS:

Russell E. Meade

Russell E. Meade

John E. Stokes (SEAL)

Carrie Stokes (SEAL)

Carrie Stokes

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 15 day of February, 1954, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John E. Stokes and Carrie Stokes, his wife, and they acknowledged the aforegoing Deed to be their act.

WITNESS my hand and Notarial seal.

A. Lorraine Ericsson

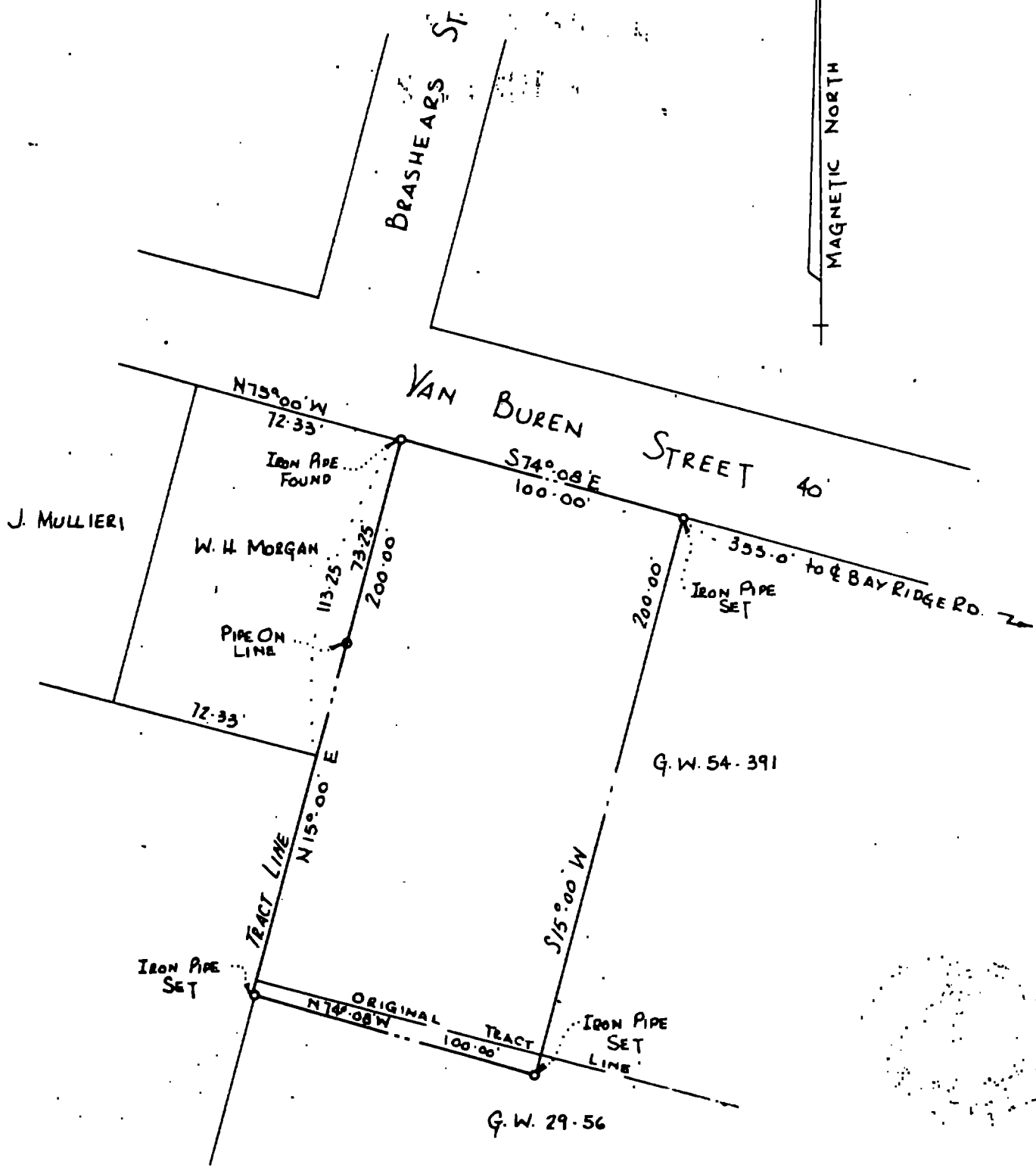
Notary Public

A. Lorraine Ericsson

Recorded: February 26, 1954 at 2.30 P.M.

LIBER 815 PAGE 43

LIBER 101 PAGE 28



Scale 1"=50'	SURVEY	J. R. McCRONE Jr., Inc.
Date FEB. 1954	℄ LOT ON VAN BUREN ST. ANNAPOLIS	Registered Professional Engineers and Surveyors
	PART ℄ STOKES PROPERTY	Annapolis, Md.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Deed is a true copy, per photostat, as recorded in Liber No. 815, folio 41, 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 27th day of October, 1955.

George T. Cromwell

George T. Cromwell, Clerk

LIBER 101 PAGE 30

BOOK 869 PAGE 244

THIS DEED, made this 4th day of October, 1954, by and between John E. Stokes, Widower, of the first part, GRANTOR; and Linwood S. Hall and Lois L. Hall, his wife, of the second part, GRANTEES,

WITNESSETH: That for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, receipt whereof in full is hereby acknowledged, the said GRANTOR does hereby grant and convey unto the said GRANTEES, as tenants by the entireties, unto the survivor of them, his or her heirs and assigns, in fee simple, all that tract or parcel of ground situate, lying and being on Tyler Avenue, Eastport, Sixth Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

BEGINNING for the same at a pipe found on the north side of Tyler Street, said pipe being at the southwest corner of the conveyance from C. Corner Ridout and Nina Ridout, his wife, to John E. Stokes, by deed dated June 10, 1919 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 11, Folio 31, said point also being South 75° 18' East, 200 ft., more or less, along Tyler Street from the east side of what is now known as Hoover Avenue, and running from said beginning point with the westernmost line of said conveyance, at right angles, North 14° 42' East, 250 ft. to a bar set on the south side of Hanson Street; thence with the same, South 75° 18' East, 60 ft. to an iron bar; thence leaving Hanson Street at right angles, South 14° 42' West, 250 ft. to a bar set on the north side of Tyler Street; thence with the same, North 75° 18' West, 60 ft. to the place of beginning. Containing 0.344 acres, more or less.

BEING the westernmost 60 ft. of the above-mentioned conveyance from Ridout to Stokes, and as surveyed by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors, in September 1954.

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

Mortgage regd W.W.T.

Hy. 644 Eq
Stokes - Stokes

Examiner's
Ex. L.L.R. #9

E/Clowans
Examiner

Filed 22 Nov. 31, 1955 Re-filed 13 Mar., 1956.

BOOK 869 PAGE 245

LIBER 101 PAGE 31

TO HAVE AND TO HOLD the above described tract of land unto and to the proper use and benefit of the said GRANTEES, as tenants by the entireties, unto the survivor of them, his or her heirs and assigns, in fee simple.

AND the said GRANTOR hereby covenants that he will WARRANT SPECIALLY the title to the property hereby conveyed, and will execute such other and further assurances of the same as may be requisite.

WITNESS the hand and seal of the said GRANTOR:

WITNESS:

Alice C. Hudak

John E. Stokes (SEAL)

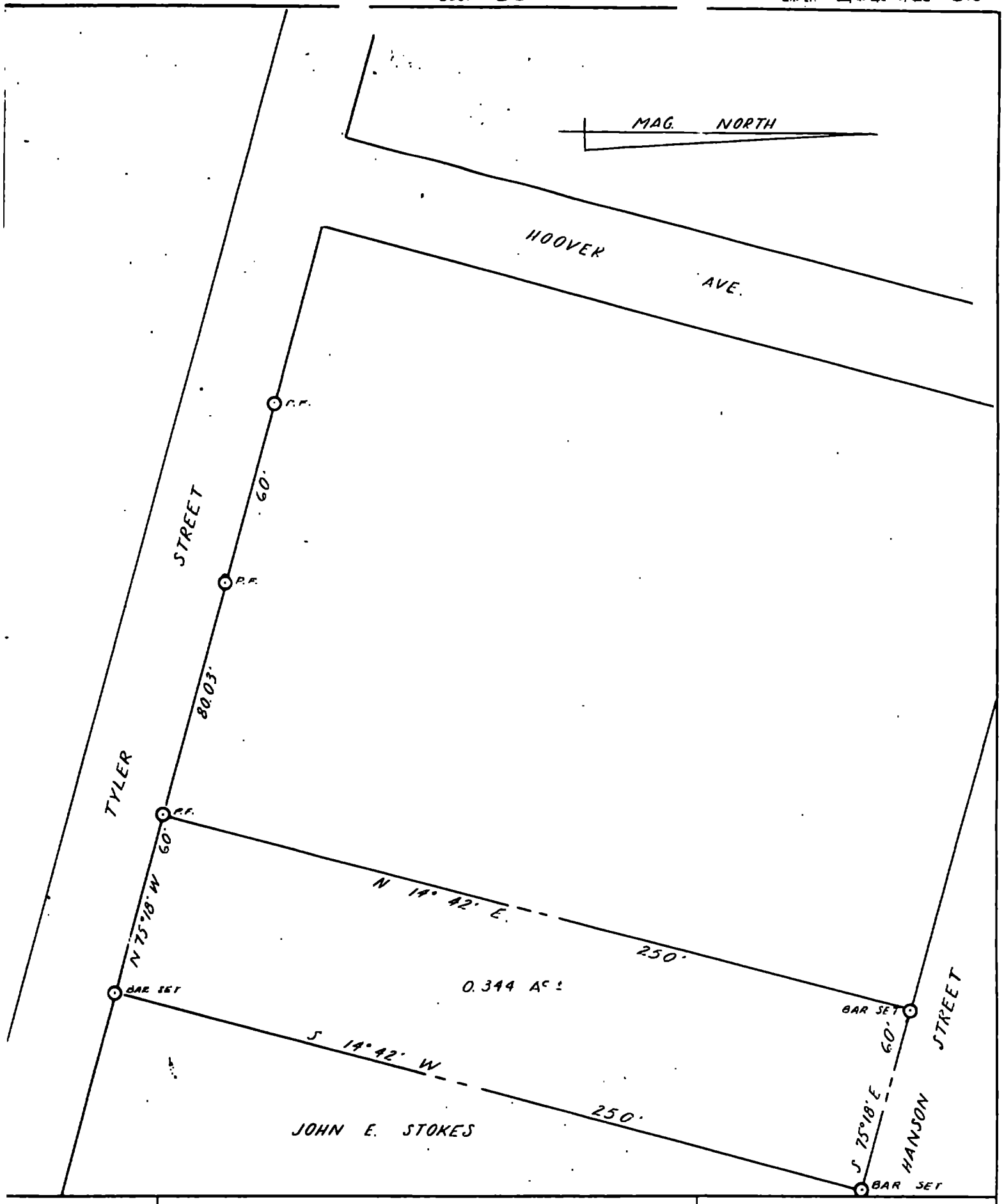
STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 4th day of October, 1954, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John E. Stokes, Widower, and he acknowledged the aforegoing Deed to be his act.

WITNESS my hand and Notarial seal.

Alice C. Hudak, Notary Public

Recorded- 5 Oct., 1954, at 1:25 P.M.



Scale 1" = 40'	SURVEY PART OF STOKES PROP.	J. R. McCRONE Jr., Inc.
	ANNAPOLIS, MD.	Registered Professional Engineers and Surveyors
Date SEPT. '54	FOR LINWOOD HALL	Annapolis, Md.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Deed is a true copy, per photostat, as recorded in Liber J.H.H. No. 869, folio 244, 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 27th day of October, 1955.

George T. Cromwell

George T. Cromwell, Clerk

NO TITLE EXAMINATION MADE

BOOK 875 PAGE 237

LIBER 101 PAGE 34

THIS DEED, made this 27th day of November, in the year Nineteen Hundred and Fifty-four (1954), by and between John Elmer Stokes, Sr., widower, party of the first part, hereinafter called "GRANTOR", and Cosby M. Stokes and Esther Frances Stokes, his wife, parties of the second part, hereinafter called "GRANTEES".

WITNESSETH: That for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, paid him by the parties of the second part, the receipt whereof by the party of the first part is hereby acknowledged, the said "GRANTOR" has bargained and sold, and by these presents doth grant and convey unto the said Cosby M. Stokes and Esther Frances Stokes, his wife, their heirs and assigns, in fee simple as tenants by the entirety,

ALL THOSE TWO LOTS OF GROUND situate, lying and being in the Sixth Election District of Anne Arundel County, Maryland, formerly the Second District, and more particularly described as follows: LOT "A"(1) Beginning for the same at a pipe set on the south side of Van Buren Street, said pipe being located South 74° 08' East, 100 feet from where the South 20° West, 195 foot line of the conveyance from Florence M. Wooley et al to John E. Stokes, by Deed dated April 16, 1907 and recorded among the Land Records of Anne Arundel County in Liber G. W. 54, folio 391, intersects said side of Van Buren Street; said intersection being the northeasternmost corner of a lot conveyed by Maurice Meade to W. H. Morgan, said Deed recorded among the said Land Records in Liber J.H.H. 690, folio 501; and running from said beginning point with the south side of Van Buren, as now used, South 74° 08' East, 60 feet to an iron bar set; thence running through the above mentioned conveyance, to Stokes, South 15° West, 175 feet to a pipe set; thence parallel with Van Buren Street, North 74° 08' West, 60 feet to a pipe set; thence with the west line of a conveyance from the said Stokes to the Baptist Church as now surveyed, North 15° East, 175 feet to the place of beginning.

BEING part of the above mentioned conveyance to Stokes and as

no consideration - no stamps necessary

Re-filed 18 Mar, 1956.

11,544 Eg
Stoken Stokes

Examiner's Exhibit #10
35 Filed 22 Nov, 1955

E/Clowans
Examiner

surveyed by J. R. McCrone, Jr., Inc. Registered Professional Engineers and Land Surveyors in October, 1954.

Lot "B" (2) Beginning for the same at an iron pipe set on the south side of Van Buren Street, said pipe being located South 74° 08' East, 160 feet from where the South 20° West, 195 foot line of the conveyance from Florence M. Wooley et al to John E. Stokes, by Deed dated April 16, 1907 and recorded among the Land Records of Anne Arundel County, Maryland, in Liber G. W. 54, folio 391, intersects said side of Van Buren Street; said intersection being the northeasternmost corner of a lot conveyed by Maurice Meade to W. H. Morgan, by a Deed recorded among said Land Records in Liber J.H.H. 690, folio 501; and running from said beginning point with the south side of Van Buren Street, as now used, South 74° 08' East, 60 feet to an iron bar set; thence running through the above conveyance to Stokes, South 15° West, 175 feet to apipe set; thence parallel with Van Buren Street, North 74° 08' West, 60 feet to a pipe set; thence with the west line of Lot "A", as now surveyed, North 15° East, 175 feet to the place of beginning.

BEING part of the above mentioned conveyance to Stokes and as surveyed by J. R. McCrone, Jr. Inc. Registered Professional Engineers and Land Surveyors in October, 1954.

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

TO HAVE AND TO HOLD the above described property or parcel of land unto and to the proper use and benefit of the said Cosby M. Stokes and Esther Frances Stokes, his wife, their heirs and assigns, forever in fee simple, as tenants by the entirety,

AND THE GRANTOR hereby covenants that he will Warrant Specially the title to the property hereby conveyed, and that he will execute such other and further assurances that may be requisite or necessary.

WITNESS THE hand and seal of the within named GRANTOR.

TEST:

Barbara Ann Schwartz
Barbara Ann Schwartz

John Elmer Stokes, Sr.
His X Mark. (SEAL)
John Elmer Stokes, Sr.

9E

BOOK 875 PAGE 239 LIBER 101 PAGE 36

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:-

I hereby certify that on this 27th day of November, 1954, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John Elmer Stokes, Sr., widower, and acknowledged the foregoing instrument of writing to be his act and deed.

WITNESS my hand and Notarial Seal.

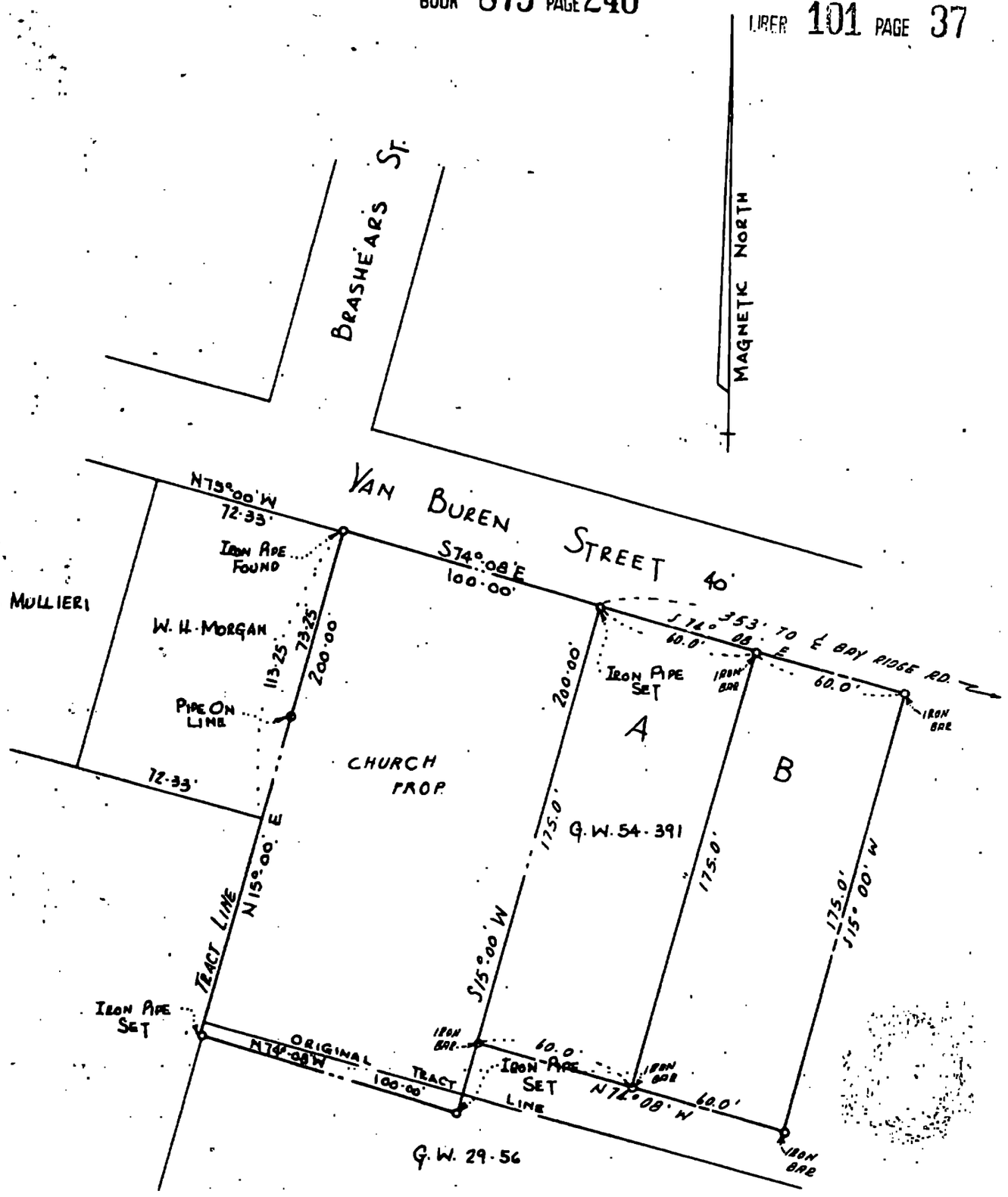
Barbara Ann Schwartz

Barbara Ann Schwartz, Notary Public

Recorded: Oct. 28, 1954 at 2.40 P.M.

BOOK 875 PAGE 240

LIBER 101 PAGE 37



Scale 1"=50'	SURVEY	J. R. McCRONE Jr., Inc.
Date FEB. 1954 Rev OCT. 1954	of LOTS ON VAN BUREN ST. ANNAPOLIS	Registered Professional Engineers and Surveyors
	PART of STOKES PROPERTY	Annapolis, Md.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Deed is a true copy, per photostat, as recorded in Liber J.H.H. No. 875, folio 237, 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 27th day of October, 1955.

George T. Cromwell

George T. Cromwell, Clerk

John E Stokes, Jr.

vs.

Corby M. Stokes, et al

No. 11544 ~~DIVORCES~~ - EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

The respondents Corby M. Stokes, et al

after ~~order of publication duly published~~ (or served) (having been duly summoned), having failed to appear to the bill of complaint and answer same according to the command of the said ~~order of publication (or~~ writ of summons).

It is, thereupon, this 2d day of February 19 56 by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that said bill of complaint be, and the same is hereby, taken pro confesso against said respondent.

And it is further ordered that leave is hereby granted to the complainant to take testimony before any one of the standing Examiners of this Court in support of the allegations of the said bill upon giving due notice to the respondent of the time and place of taking of testimony.

Benjamin Michaelson
Judge

40

Filed FEB 2 1956

JOHN E. STOKES, JR.	:	IN
Plaintiff	:	THE CIRCUIT COURT
vs.	:	FOR
HOWARD L. STOKES, et al,	:	ANNE ARUNDEL COUNTY
Defendants:		NO. 11,541 EQUITY

:::::

TESTIMONY ON BEHALF OF THE PLAINTIFF

February 16, 1956

Present:

Mr. Samuel Schenker, Solicitor for Plaintiff

Mr. Cosby M. Stokes, Defendant

Mr. Howard L. Stokes, Defendant

Mr. Frank A. Stokes, Defendant

Mr. Richard S. Stokes, Defendant

Mrs. Martha S. Miller, Defendant

Mr. Emanuel Klawans, Examiner

Mrs. Irene Hazel, Court Stenographer

Witnesses:

John E. Stokes, Jr., pages 2,3.

Clarence A. Remaley, pages 4,5.

Fred E. Voges, pages 5,6,7.

Cosby M. Stokes, pages 7,8.

41 Filed MAR 13 1956

John E. Stokes, Jr., a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Schenker)

1. State your name and address.

A. John E. Stokes, Jr., Davidsonville, Maryland.

2. And are you the son of John Elmer Stokes, Sr.?

A. Yes sir.

3. Is John Elmer Stokes, Sr. living?

A. No, he's dead.

4. When did he die?

A. March, 1955.

5. And did he leave any other children?

A. Five others.

6. What are their names.

A. Frank A. Stokes, 56; Cosby M. Stokes, 48; Martha S. Miller, around 40; Richard S. Stokes, around 38; and Howard, he is in his 30's, 35 maybe.

7. Was John Elmer Stokes, Sr. survived by any widow?

A. No, she died before him.

8. Has notice to creditors been published?

A. Yes.

9. Who received Letters Testamentary?

A. Cosby Stokes.

10. And his Will was probated in Orphan's Court for Anne Arundel County? Will offered as Examiner's Exh. 11. E C

A. Yes.

11. And Notice to Creditors was published?

A. Yes.

12. When did time for Notice to Creditors expire?

A. September or October, 1955.

13. Has the estate been fully administered in the Orphan's Court?

A. Yes.

14. In the Will, your father left his real estate to what parties?

A. Six living children.

15. Those are the ones you named earlier?

A. Yes.

16. And that property is located where?

A. On Bay Ridge Avenue in Annapolis.

17. And it consist of approximately how much land?

A. Around 7 acres.

18. And does it have any improvements on it?

A. Yes, a house.

19. What would you say the approximate value of this land and house is?

A. I imagine thirty five or forty thousand dollars.

20. Is the property susceptible of division in kind without loss or injury to the parties?

A. I don't hardly see how you could.

21. Why not?

A. Well, there's lots on Bay Ridge Avenue and lots on Tyler Avenue, and lots on Van Buren Street, and some are worth more than others.

22. What should be done with the property in your opinion?

A. It should be sold and the proceeds divided.

Mr. Schenker: We offer the Exhibits marked 1 through 10, which are the 10 deeds and are part of the case, to show title of testator and portions of the property that have been conveyed away.

(Mr. Klawans)

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

John E. Stokes Jr.
John E. Stokes, Jr.

3

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

(Mr. Schenker)

1. State your name and address.

A. Clarence A. Remaley, 216A Main Street, Annapolis, Maryland.

2. What business are you engaged in?

A. Real estate broker.

3. How long?

A. Over 10 years.

4. Are you familiar with real estate values in the City of Annapolis?

A. I am.

5. Have you bought and sold property in the City of Annapolis recently?

A. Yes sir.

6. Are you familiar with the property belonging to the estate of John E. Stokes, Sr., located on Bay Ridge Road between Tyler Avenue and Van Buren Street?

A. I am.

7. When did you last examine the property?

A. February 7th, 1956.

8. What was your reason for making this examination?

A. To appraise its value.

9. Describe the property.

A. The property in question has a frontage, roughly, of 575 feet on Bay Ridge Avenue, 212 feet on Van Buren Street, except for a couple lots sold in the corner, and 589.84 feet on Tyler Avenue. It consist of some front land and back land and improved with one dwelling.

10. What, in your opinion, is its present value?

A. I appraise it at Thirty Five Thousand Six Hundred Dollars ($35,600.00) of which Thirteen Thousand Dollars ($13,000.00 is for the house and land around the house.

11. Do you believe this property is susceptibile to division in kind without injury or loss to the parties?

A. It is not, in my opinion.

12. Would it be to the best interest to the owners to sell this property and divide the proceeds?

A. I think it would be.

13. Why?

A. Well, you have a situation here where you have front lots and back lots with different values, plus the house and you can't divide the house between five or six different people, and if you give one person the house there's not enough land for the rest of the people to get an equitable share. Plat offered as Exh. 12. E/Klawans, examiner

(Mr. Klawans)

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

Clarence A. Remaley

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

(Mr. Schenker)

1. State your name and address.

A. Fred E. Voges, 3 Church Circle, Annapolis, Maryland.

2. What business are you engaged in?

A. Real estate.

3. How long have you been so engaged?

A. Nearly 23 years.

4. Are you familiar with the real estate values in the City of Annapolis?

A. I am.

5

5. Have you bought and sold property in the City of Annapolis recently?

A. I have.

6. Are you familiar with the property belonging to John E. Stokes, Sr., located on Bay Ridge Ave. between Tyler Avenue and Van Buren Street?

A. I am.

7. When did you last examine this property?

A. February 7th, 1956.

8. What was your reason for examining the property at that time?

A. To make an appraisal of the property for this case.

9. Will you describe the property?

A. The property occupies a considerable portion of the block fronting on Bay Ridge Avenue and located between Tyler Street and Van Buren Street. It has a frontage on Tyler Avenue of 589.94 feet and average depth of 250 feet; and another portion on Bay Ridge Avenue with 150 feet frontage and depth of 219 feet; and another portion of about 200.67 feet on Bay Ridge Avenue with a depth of 431.34 feet; another section of 194.11 feet on Bay Ridge Avenue with a depth of 212.36 feet on Van Buren Street; and a small lot on Van Buren Street 64 x 175 feet in depth. There is an old house on the Bay Ridge portion, that is the only improvement on the property.

10. What, in your opinion, is its present value?

A. In my opinion, Thirty Five Thousand Six Hundred Dollars ($35,600.00).

11. Would you break that down?

A. That is broke down, Thirteen Thousand Dollars ($13,000.00) for the old dwelling and the land around it; and Twenty Two Thousand Six Hundred Dollars ($22,600.00) for the lots.

12. Do you believe this property is susceptible to division in kind without loss or injury to the parties?

A. I do not, due to the fact there are improvements on one portion which would be impossible to divide.

13. Would it be to the best interest of the owners to sell this property and divide the proceeds?

A. It would.

14. Do you have an idea which would be the best way to sell this property?

A. I think it would produce more revenue selling it as lots, but in order to do that sewer and water would have to be installed and that would cost considerable and it would be a very difficult thing to do with so many people involved. Under the circumstances I think it should be sold as a whole

(Mr. Klawans)

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

Fred E. Voges

Fred E. Voges

Plaintiff's Case

Cosby M. Stokes, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Klawans)

1. What is your name?

A. Cosby M. Stokes.

2. Where do you live?

A. 1113 Tyler Avenue, Annapolis, Maryland.

3. What do you want to tell the Court?

A. What we feel could be done with the property is have the lots that face on Tyler sold; we had no idea of cutting them up, sell them as they are. We have five or six lots on Bay Ridge Road, not counting the one the house is on. Then there's one lot on Van Buren Street, and we feel that

the place can be advertised and sold without putting it in public auction. It is not a matter of share holding any land, we figure the whole thing sold because none of us felt we wanted the responsibility of the old home place, however, since this has come up we have had any number of request for lots and also the entire place, and we felt we couldn't do anything until we got straight here.

(Mr. Schenker)

What you're saying could entail a considerable period of time before all lots were sold out.

(Mr. Stokes)

Well, I've had an offer from Jessie Adams, he's interested in the whole place.

(Mr. Schenker)

Well, he could purchase it at the sale.

(Mr. Stokes)

But why go through the cost of the sale when we wouldn't have to?

(Mr. Klawans)

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

Cosby M. Stokes

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

Witness my hand and seal this 10th day of March, 1956.

Emanuel Klawans (SEAL)
Emanuel Klawans, Examiner

E.K. $10.00

I.H. $8.00 pd. 3/7/56 J.H.

I, John E. Stokes, Sr., of 1316 Bayridge Avenue, Eastport, Maryland, being of sound and disposing mind and capable of executing a valid deed or contract, realizing that it is appointed for men to die and that we know not the time nor the place thereof, therefore, in order to make provisions for the distribution of my earthly estate, in that event, I do make, publish and declare this to be my last will and testament, hereby revoking all other wills or codicils heretofore by me made.

After the payment of all my just debts and funeral expenses I hereby give, devise and bequeath all of my property of whatever nature and kind and wheresoever situate to my children who are living at the time of my death, my said living children to take per capita and not per stirpe, share and share alike, it being understood that in no event shall any of my grandchildren take any of my property in the place and stead of their deceased parent.

I hereby constitute and appoint Richard Schultz of Baltimore, Maryland, the executor of this my last will and testament and in the event he should refuse to serve I do hereby nominate my son Cosby Stokes to be the executor.

In Testimony Whereof, I have hereunto subscribed my name and affixed my seal this 23rd day of August, 1954.

John E. Stokes Sr. (Seal)
John E. Stokes, Sr.

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

Mary M. Hoff
[illegible]

11,544 Eq
Stokes Stokes

Examiner's Exh. 11

50 Filed MAR 13 1956 Examiner

Anne Arundel County, Ss:

On the 14" day of March, 1955
came Mary M. Hall
and made Oath in due form of law, that She do not know of any Will or
Codicil of John E. Stokes, Sr.
late of said County, deceased, other than the above instrument of writing, and that She
received the same from the Register of Wills for Anne
Arundel County
Testators died
on ~~or about~~ the 7" day of March, 1955
Sworn to before the subscriber

Test: Clemence C. Burwell
Deputy *Register of Wills for Anne Arundel County.*

Anne Arundel County, Ss:

On the 14 day of March, 1955
came Mary M. Hall
subscribing witnesses to the aforegoing last Will and Testament of
John E. Stokes, Sr. late of said County, deceased, and made oath in
due form of law, that She did see the Testator
sign and seal this Will; that She heard him publish, pronounce and
declare the same to be his last Will and Testament, that at the time of
his so doing he was to the best of her appreciation, of sound
and disposing mind, memory and understanding; and that She together with
George B. Woolgel
subscribed Their names as witnesses to this Will in his presence, at
his request and in the presence of each other.

Sworn to before the subscriber

Test: Clemence C. Burwell
Deputy *Register of Wills for Anne Arundel County.*

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51

ANNE ARUNDEL CO TY, SS. LIBER 101 PAGE 50

On this 15th day of March A. D. 19 55 personally appeared

Thomas J. Curley who on oath says that

he is well acquainted with George B. Woelfel

and that affiant knows his handwriting, having often seen him write; that after examining

the signature of George B. Woelfel on the paper writing

purporting to be the last Will and Testament of John E. Stokes, Sr.,

deceased, late of ANNE ARUNDEL COUNTY, MARYLAND, affiant declares the same to be in the

handwriting of said George B. Woelfel and it is well known to

affiants that said George B. Woelfel is deceased out of reach of this Court

Thomas J. Curley

SIGNATURES.

Sworn to and subscribed before me on the day and year aforesaid.

Clarence C. Bidwell

Register of Wills for Anne Arundel County.

52

The Undersigned Richard J. Schulz

.....appointed

Executor.....in the last Will and Testament of John E. Stokes, Sr.

late of Anne Arundel County, deceased, do hereby refuse to act as Executor..... of said Will and do therefore renounce all.....my.....right to LETTERS TESTAMENTARY upon said deceased's Estate, and all right, title and claim, that.....I.....may, or could have had, by virtue of said appointment.

In Testimony Whereof, ...I.....hereunto subscribed.....my.....name this.....12.....day of.....March.....19.55.....

Witness:

Cordelia Schulz

Richard J. Schulz

Richard J. Schulz
6310 Bellona avenue
Baltimore 12, Maryland.

In the Orphans' Court of Anne Arundel County:

The Court after having carefully examined the above last Will and Testament of John E. Stokes, Sr., late of said County, deceased, together with the codicil attached; and also the evidence adduced as to its validity, orders and decrees this 15" day of March, 19 55 that the same be admitted in this Court as the true and genuine last Will and Testament and Codicil of the said John E. Stokes, Sr., deceased.

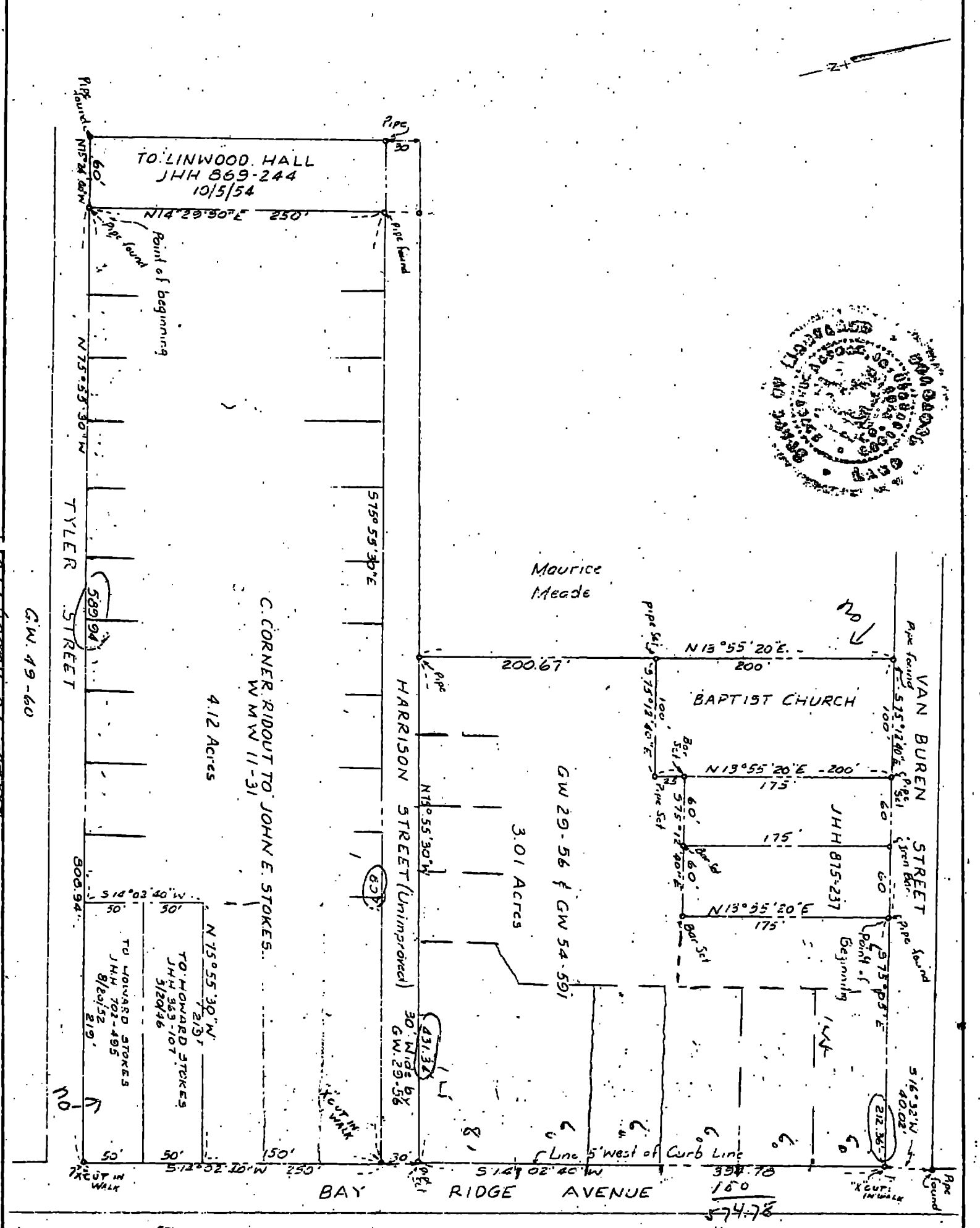
JUDGES

Owain E. Owens

Milton D. Delany

MEYER & THALHEIMER BALTIMORE, MD.

53



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JOB No. 2235

Folder - C.M. Stokes

Scale 1"=100'	SURVEY - REMAINDER OF	J. R. McCRONE Jr., Inc.
Date 1/19/56	Jno. E. STOKES PROPERTY	Registered Professional Engineers and Surveyors
	ANNAPOLIS, MD.	Annapolis, Md.

11,544 Eq Stokes - Stokes 54 Examiner's Exh. 12 E. K. Lowry, Examiner

JOHN E. STOKES, JR. DAVIDSONVILLE, MARYLAND Complainant	:	IN THE
VS:	:	CIRCUIT COURT
	:	FOR
COSBY STOKES, et al 1113 TYLER AVENUE ANNAPOLIS, MARYLAND Respondents	:	ANNE ARUNDEL COUNTY
	:	EQUITY NO. 11,544
	:	

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

D E C R E E

This cause, standing ready for hearing and having been submitted on petition and answer thereto, and tesitmony, and all of the proceedings having been read and considered, and it appearing to the Court that the petition or bill filed herein is that of John E. Stokes, against Cosby Stokes, et al, and that the respondents have been duly summoned and have appeared in these proceedings and having appeared in this Court; and it also appearing to the Court by the testimony of discreet and responsible witnesses taken before the Examiner of this Court, who state in their depositions the value and quantity of the property and the facts and circumstances, that it would be for the benefit and advantage of the complainant and of the respondents that a decree for the sale of the land and property described in these proceedings and set forth in the bill of complaint should be passed; and it further appearing that the property would not be susceptible of division in kind now or hereafter among those in title,

IT is thereupon this 2d day of ~~March~~ April, 1956, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that the property and land mentioned and described in these proceedings and in the bill of complaint be sold for the purpose of partition among the parties; that Samuel Schenker be , and he is here-

SAMUEL SCHENKER
ATTORNEY AT LAW
150 SOUTH STREET
ANNAPOLIS, MARYLAND

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by, appointed trustee to make said sale; and that the course and manner of their proceedings shall be as follows:

He 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 forty thousand dollars ($40,000.00), conditioned for the faithful performance of the trust reposed in him by this decree or to be reposed in him by any future decree or order in the premises. He shall then proceed to make the said sale after having given at least three weeks' notice by advertisement inserted in some newspaper published in Anne Arundel County and such other notice as he may think proper of the time, place, manner and terms of sale, which terms shall be as follows: A deposit of 10% of the purchase price to be paid in cash on the day of sale, deferred payments to bear interest at 6% per annum from the day of sale; and if not sold at public sale on the day so advertised, the trustee shall proceed to make sale at either private or public sale to the best advantage and upon the terms above set forth; and as soon as may be convenient after any such sale, the said trustee 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 trustee shall, by a good and sufficient deed to be executed, acknowleged and recorded according to law, convey to the purchaser or purchasers of said property, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, complainant and respondents, and those claiming by, from and under them or any of them; and the said trustee shall bring into this Court the money arising from said sale or sales, to be distributed under the direction of this Court after deducting the costs of this suit and such [redacted] 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

John E. Stokes, Jr.	:	No. 11544 Equity
	:	In the
Vs.	:	Circuit Court
	:	For
Cosby M. Stokes	:	Anne Arundel County

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

PETITION TO AMEND DECREE AND ORDER OF COURT THEREON

To the Honorable, the Judges of Said Court:

The petition of Allan D. Housley respectfully submits:

1.

That your petitioner is a member of the Anne Arundel County Bar in good standing.

2.

That on or about the 5th day of October, 1955, your petitioner was approached by Samuel Schenker, Esq., another member of the Anne Arundel County Bar, who advised your petitioner that he had been employed by one John E. Stokes, Jr., a devisee under the Last Will and Testament of John E. Stokes, Sr., deceased, to file a bill of complaint in this Honorable Court in Equity praying that a sale be made for the purpose of partition of the real estate heretofore divised to him and his four brothers and sister by his father as aforesaid.

That said Samuel Schenker requested your petitioner to prepare the bill of complaint and that they would jointly sign said bill.

3.

That in accordance with the request of Samuel Schenker, Esq., your petitioner prepared the bill of complaint and after signing same delivered said bill to Samuel Schenker who also in turn signed the bill and filed it.

4.

Subsequently and prior to the 2nd day of February, 1956, your petitioner was approached by one Cosby M. Stokes who advised your petitioner that he was a spokesman for the remaining heirs and who in turn requested your petitioner to represent their interests to see that

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said interests were protected at the time of sale, Your petitioner then advised said Cosby M. Stokes that he would probably be appointed one of the trustees with Samuel Schenker as they had both signed the bill of complaint and as such a trustee, your petitioner would protect their interests as well as that of the plaintiff. This answer being satisfactory to said Cosby M. Stokes and the other heirs, they procured no counsel to represent them. Whereupon on the 2nd day of February, 1956, said Samuel Schenker, Esq., procured a decree from the Honorable Court and proceeded to take testimony on behalf of the plaintiff without notifying the petitioner.

5.

That the said realty in these proceedings has been appraised at the sum of thirty-five thousand six hundred dollars ($35,600.00) according to the heretofore mentioned testimony.

6.

That Cosby M. Stokes, Frank A. Stokes, Richard S. Stokes, and Martha S. Miller, devisees under the Last Will and Testament of John E. Stokes, Sr., deceased, and whose combined interest is four-sixth (4/6) of the estate do not believe their interests will be fully protected under the present decree and, therefore, have requested your petitioner to represent them.

7.

That the said decree ordering a public sale of the property was signed by this Honorable Court on the 2nd day of April, 1956, and not having been enrolled lies within the jurisdiction of said Court.

Wherefore, your petitioner prays:

1. That said decree for the sale of the realty in these proceedings rendered April 2, 1956, may be amended by making your petitioner a co-trustee with the said Samuel Schenker, Esq.

2. That your petitioner may have such other and further relief as this case may require.

And as in duty bound, etc.

Cosby M. Stokes
Cosby M. Stokes

Allan D. Housley
Allan D. Housley
Peitioner

Frank A. Stokes
Frank A. Stokes

Richard S. Stokes
Richard S. Stokes

Martha S. Miller
Martha S. Miller

STATE OF MARYLAND, Anne Arundel County, to wit:

On the 11th day of April, 1956, personally appeared Allan D. Housley, peitioner, who made oath in due form of law that the statements in the aforegoing Petition are true to the best of his knowledge and belief.

Notary Public

STATE OF MARYLAND, Anne Arundel County, to wit:

On the 11th day of April, 1956, personally appeared Cosby M. Stokes, Frank A. Stokes, Richard S. Stokes, and Martha S. Miller, four of the devisees under the Last Will and Testament of John E. Stokes,Sr., deceased, and made oath in due form of law that the statements in the aforegoing Petition are true to the best of their knowledge and belief, and, furthermore state they do not believe their interests will be fully protected under the present decree and, therefore, have requested the said Allan D. Housley, Esq., to represent them.

Notary Public

ORDER OF COURT

Upon the foregoing petition and affidavits on this 13th day of April, 1956, in the Circuit Court for Anne Arundel County in Equity be ADJUDGED, ORDERED, and DECREED that the decree of this Court filed in these proceedings dated April 2, 1956, be and the same is hereby amended by adding the name of Allan D. Housley as co-trustee with Samuel Schenker, Esq., unless cause to the contrary be shown on or before the 30th day of April, 1956, provided that a copy of this petition and order of Court be served upon the heirs at law of John L. Stokes, Sr. deceased, or their counsel of record on or before the 23rd day of April, 1956.

~~Judge~~

/s/ Benjamin Michaelson
Judge

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JOHN E. STOKES, JR.	:	NO. 11,544 EQUITY
	:	IN THE
vs.	:	CIRCUIT COURT
	:	FOR
COSBY M. STOKES	:	ANNE ARUNDEL COUNTY
	:	

.. ..

PETITION OF HOWARD LANE STOKES

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Howard Lane Stokes by William J. Boehm, his Solicitor, respectfully shows unto your Honors:-

1. That Howard Lane Stokes, the Petitioner, requested William J. Boehm to represent his interest in these proceedings.

2. That your Petitioner was advised by his Solicitor that the property in these proceedings has been decreed to be sold at public auction on May 3, 1956, at the Court House door and that Samuel Schenker, Esquire, by the terms of the decree, was duly appointed Trustee to make sale thereof.

3. That Howard Lane Stokes has an one-sixth (1/6) interest in the property which is being sold and respectfully requests this Honorable Court, for the best interest of this Estate, to amend the decree, passed in these proceedings dated April 2, 1956, to allow a period of one hundred twenty (120) days to pass prior to sale at public auction of the property described in these proceedings, with authority in said trustee or trustees to offer said property for sale at private sale at the figure not less than the appraised value as shown in the testimony of this proceeding.

4. That your Petition respectfully prays to this Honorable Court that the decree by amended in order that his counsel may be named as a co-trustee in these proceedings, in order to represent his interest, as he has not heretofore been represented by counsel at any time during the proceedings of this case.

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

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5. That your Petitioner further avers to this Honorable Court that he discussed his intention of requesting the Court to amend its decree as aforesaid, in order to have the property first offered at a private sale as aforesaid and that said heirs, namely; Cosby M. Stokes, Frank W. Stokes, Richard S. Stokes and Martha S. Miller, which collectively represents a four-sixth (4/6) interest of the Estate, with your Petitioner's one-sixth (1/6) interest, totals five-sixth (5/6) interest, have all orally consented to the passing of a amended decree as heretofore prayed.

TO THE END, THEREFORE:

(1) That your Petitioner respectfully prays that the said decree for the sale of the realty in these proceedings, rendered April 2, 1956, may be amended by making William J. Boehm a co-trustee with Samuel Schenker, Esquire.

(2) That said decree be amended to read that the trustees at first offer the property at a private sale and have authority to make sale at a figure not less than the appraised value; and upon expiration of one hundred twenty (120) days, if no private sale has been consummated, to offer said property at a public sale at the Court House door.

(3) That your Petitioner may have such other and further relief in the premises as his case in equity may require.

AND AS IN DUTY BOUND, etc.

William J. Boehm,
Solicitor for Petitioner
160 South Street,
Annapolis, Maryland.

Howard Lane Stokes

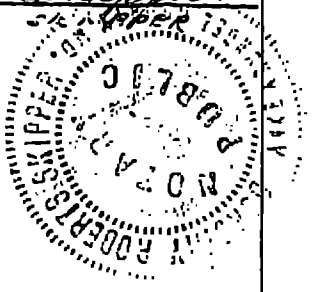
STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:-

I HEREBY CERTIFY, that on this 11th day of April, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Howard

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

Lane Stokes, one of the devisees under the Last Will and Testament of John E. Stokes, Sr., deceased, and made oath in due form of law that the statements in the aforegoing Petition are true to the best of his knowledge and belief; and, furthermore states that he does not believe his interest will be fully protected under the present decree and, therefore, has requested William J. Boehm, to represent him.

Dorothy Roberts Skipper
DOROTHY ROBERTS
Notary Public



WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

ORDER OF COURT

Upon the foregoing Petition and Affidavit, it is this 12th day of April, 1956, in the Circuit Court for Anne Arundel County, in Equity, ORDERED that the decree of this Court filed in these proceedings, dated April 2, 1956, be and the same is hereby amended by inserting the name of William J. Boehm as co-trustee, with Samuel Schecker, Esquire, and it is further ORDERED that said trustees shall first offer the property described in these proceedings at a private sale, within a period of one hundred twenty (120) days, at a figure not less than the appraised value shown in these proceedings, and if said property remains unsold after expiration of one hundred twenty (120) days, to offer said property at public sale, at the Court House door, within the provisions set forth in the decree dated April 2, 1956; unless cause to the contrary be shown on or before the 30th day of April, 1956; provided, however, a copy of this Petition and Order of Court thereon be served upon the heirs at law of John E. Stokes, Sr., deceased, or their counsel of record, on or before the 23d day of April, 1956.

Benjamin Michaelson
JUDGE

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

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LIBER 101 PAGE 63

JOHN E. STOKES, JR.,	:	
	:	IN THE
VS:	:	CIRCUIT COURT
	:	FOR
COSBY M. STOKES, ET AL	:	ANNE ARUNDEL COUNTY
	:	EQUITY NO. 11,544
	:	

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

ANSWER OF JOHN E. STOKES, JR.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of John E. Stokes, Jr., respectfully shows unto your Honors:

(1). That the allegations of paragraph 1 are neither admitted nor denied.

(2). That the allegations of paragraph 2 are admitted.

(3). That the allegation of the petitioners one-sixth (1/6) interest is admitted, but denied that it is in the best interest of the estate to allow a sum of one hundred and twenty days to pass prior to sale at public auction of the property, Inasmuch as the Trustee in this matter has already obligated the estate to certain expenses for the sale of the property at public auction on May 3, 1956, and it is highly spectulative as to the obtaining of a figure not less than the appraised value, and such a method is irregular. And further, that the petitioner and the other heirs were offered adequate opportunity to purchase the interest of John E. Stokes, Jr., and after agreeing to do so refused to carry out the agreement, and further a delay of one hundred and twenty (120) days would obligate the estate to be sold at a time which would not be inducive to bring the best possible price at a public auction.

(4). That John E. Stokes, Jr, recognized that the appointment of a Trustee is within the discretion of the Court, and that ordinarily all sides in this matter are entitled to an

SAMUEL SCHENKER
ATTORNEY AT LAW
180 SOUTH STREET
ANNAPOLIS, MARYLAND

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appointment of a Trustee to represent their interest, but recognizes and understands, that Samuel Schenker, by his appointment as Trustee by the Court is not to represent only himself, but all parties concerned, and is obligated accordingly, and further that the Trustee has done all the preliminary work that is necessary for the sale of the property, and that the appointment of any other Trustee is unwarranted at this time, as nothing further remains to be done other than the sale on May 3, 1956, and further that the Petitioner had ample time and notice to be represented by counsel prior to the passing of a decree and the qualifying of said Trustee.

(5). That the allegations of paragraph 5 is neither admitted nor denied, and strict proof thereof is demanded.

AND having answered the petition of Howard Lane Stokes the said John E. Stokes, Jr., requests the Court to dismiss the petition, and allow the sale to proceed on May 3, 1956, in accordance with its decree dated April 2, 1956.

John E. Stokes, Jr.,

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 18th day of April, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John E. Stokes, Jr., and made oath in due form of law that the above answer is true to the best of his knowledge and belief.

Witness My Hand and Notarial Seal.

Bert E. Schenker
Notary Public

I John E. Stokes, Jr., hereby certify that a copy of this answer was mailed to William J. Boehm, Attorney for Howard L. Stokes, this 18th day of April, 1956.

SAMUEL SCHENKER
ATTORNEY AT LAW
150 SOUTH STREET
ANNAPOLIS, MARYLAND

LIBER 101 PAGE 65

JOHN E. STOKES, JR. :

VS: :

COSBY M. STOKES, et al :

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

EQUITY NO. 11,544

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

ANSWER TO PETITION TO

AMEND DECREE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of John E. Stokes, Jr., respectfully shows

L. That he admits the allegations of paragraph 1.

2. That he admits the allegations of paragraph 2.

3. That he admits the allegations of paragraph 3.

4. That he neither admits nor denies the allegations of paragraph 4, and demands strict proof thereof, and further that the petitioner did negotiate exclusively on behalf of the Plaintiff with the Defendants for the purchase of the Plaintiff's interest, and did not advise the Plaintiff or Samuel Schenker as to his alleged conversation with the said Cosby M. Stokes, nor was the Petitioner ever lead to beleive by the Plaintiff or the said Samuel Schenker, that it would be requested that he be appointed Trustee in this matter.

5. That he admits the allegations of paragraph 5.

6. That he neither admits nor denies the allegations of paragraph 6, and demands strict proof thereof, and alleged that all the devisees under the Last Will and Testament of John E.Stokes Sr., were satisfied to have Samuel Schenker act as Trustee in this matter and it is only the result of outside intervention and meddling that has caused this petition and the one that followed on behalf of Howard Lane Stokes to be filed for the appointment

SAMUEL SCHENKER
ATTORNEY AT LAW
150 SOUTH STREET
ANNAPOLIS, MARYLAND

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68

of co-trustees.

7. That he admits the allegations of paragraph 7, but alleged that the appointment of co-trustees at this late date might set a precedent which would be inherently dangerous to the orderly administration of justice.

8. The said Cosby M. Stokes had on numerous occasions prior to and subsequent to the signing of the decree on April 2, 1956, by the court conversed with said Samuel Schenker, who was appointed Trustee by this court, and requested information as to the status of this case which information was always supplied, apparently to the satisfaction of the said Cosby M. Stokes, who apparently was satisfied with Mr. Schenker's appointment as Trustee, and furthermore, Mr. Schenker qualified as Trustee prior to filing of these petitions and further, that the Petitioner advised Mr. Schenker several days prior to filing of this petition that all of the heirs wanted him to represent their interest, and it was only after he was informed by Mr. Schenker to the effect that he would oppose such a petition, that a separate petition was filed on behalf of Howard Lane Stokes by William Boehm and it is requested that the Court take note that both of these petitions were filed on the same day within a relative short period of time.

WHEREAS the Plaintiff having answered the Petition to Amend Decree, asks that the same be dismissed.

John E. Stokes, Jr.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY TO WIT:

I hereby certify that on this 23rd day of April, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John E. Stokes, Jr., and made oath in due form of law that the above answer is true to the best of his knowledge and belief, and that the above answer is his act.

Bert E. Schenker,
Notary Public

SAMUEL SCHENKER
ATTORNEY AT LAW
150 SOUTH STREET
ANNAPOLIS, MARYLAND

I hereby certify that on this day of April, 1956, a copy of the Answer to Petition to Amend Decree was delivered to Allan Housley, Petitioner.

John E. Stokes, Jr.

John E. Stokes, Jr.,

SAMUEL SCHENKER
ATTORNEY AT LAW
150 SOUTH STREET
ANNAPOLIS, MARYLAND

John E. Stokes, Jr.	)(	No. 11,544 Equity
vs,	)(	In the Circuit Court
	)(	for
Cosby M. Stokes,	)(	Anne Arundel County
et al	)(	

ORDER OF COURT

The matter of the answers to the petitions to amend the Decree of this Court dated April 2, 1956, and passed in these proceedings, coming on for a hearing, counsel were heard and the proceedings fully considered by the Court.

It appearing to the Court that, according to the record of these proceedings, it would be in order for the respondent heirs to have representation in the sale of the properties mentioned and described in this cause, it is hereby ADJUDGED, ORDERED AND DECREED this twenty-fifth day of April, 1956, by the Circuit Court for Anne Arundel County, in Equity, that William J. Boehm be, and he is hereby, appointed co-trustee with Samuel Schenker, who has already been appointed trustee herein by this Court, to make sale of the property herein, in accordance with the provisions of the aforesaid Decree of this Court dated April 2, 1956, and upon the same terms and conditions as set forth in said Decree.

And it is further ADJUDGED, ORDERED AND DECREED that the said William J. Boehm furnish bond as said co-trustee, in accordance with the law in such cases made and provided.

Benjamin Hudson
JUDGE

FILED
1956 APR 25 PM 3:04
1956 APR 25 PM 3:04

LIBER 101 PAGE 69

Bond No. 620396-A
(replacing Bond No. 620396)

BOND OF TRUSTEE ON SALE OF REAL ESTATE

JOHN E. STOKES Petitioner	*	
		IN THE
Vs.	*	CIRCUIT COURT
COSBY STOKES Respondent	*	FOR
		ANNE ARUNDEL COUNTY
	*	EQUITY NO. 11,544

****

KNOW ALL MEN BY THESE PRESENTS, that we, SAMUEL SCHENKER of Annapolis, Maryland, and WILLIAM J. BOEHM of Chesterfield, Maryland, and the Great American Indemnity Company, a Corporation recognized under the laws of the State of New York and duly authorized to do business in the State of Maryland, are held and firmly bound unto the Circuit Court, Anne Arundel County, Maryland, in the sum of Forty Thousand ($40,000) Dollars lawful money of the United States, to be paid to the said Circuit Court of Anne Arundel County, Maryland, for which payment, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

SIGNED AND SEALED THIS 17th day of May, 1956.

THE CONDITION OF THIS OBLIGATION IS SUCH: That whereas the above named Samuel Schenker and William J. Boehm was by a decree of the Circuit Court of Anne Arundel County, Maryland, appointed Trustees for the Sale of Real Estate located at Bay Ridge Avenue and Van Buren Street, Annapolis, Anne Arundel County, Maryland, in the above entitled proceeding, and has accepted the said Trust and all the duties and obligations pertaining thereto.

NOW, THEREFORE, if the said Samuel Schenker and William J. Boehm shall faithfully and truly account for all moneys, assets, and effects coming into their hands arising out of such proceeding, this this obligation to be void; otherwise to remain in full force and virtue.

Witness:

Dorothy R. Skipper

Samuel Schenker, Trustee

Dorothy R. Skipper

William J. Boehm, Trustee

GREAT AMERICAN INDEMNITY COMPANY

Robert G. Norman

BY: F. D. Sears, Atty-in-Fact

approved this 22d day of May 1956
George T. Cromwell, Clerk.

FILED

1956 MAY 22 PM 2:18

F. 14037L

72

JOHN E. STOKES, JR.	:	IN THE
vs.	:	CIRCUIT COURT
COSBY M. STOKES, et al	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	NO. 11,544 EQUITY

.. ..

REPORT OF SALE

The Report of Sale of Samuel Schenker and William J. Boehm, Trustee appointed by the Circuit Court for Anne Arundel County in the above entitled cause to make sale of the real estate described in these proceedings in Exhibits No. 1 through No. 10 filed in this cause containing seven (7) acres of land, more or less, located on Bay Ridge Road, Van Buren Street and Tyler Avenue, respectfully shows:

1. That after giving bond with a security for the faithful discharge of their trust as perscribed by said Decree, which was duly approved, and having given notice of time, place, manner and terms of sale by advertisement inserted in the Evening Capital, a daily newspaper published in Annapolis, Maryland, for more than three successive weeks preceeding the day of sale, the said trustees, Samuel Schecker and William J. Boehm, did at the request and consent of all the heirs at law of John E. Stokes, Sr., deceased, and all parties of interest in this cause, withdraw said property from public sale and at the consent and request of the aforesaid heirs at law of John E. Stokes, Sr., did on the 10th day of May, 1956, sell at private sale to Cosby M. Stokes, Richard S. Stokes, Howard L. Stokes and Martha S. Miller, the herein described property for the sum of Thirty Nine Thousand ($39,000.00) Dollars, in accordance with the terms as set forth in Contract of Sale filed in these proceedings as Exhibit "A".

Samuel Schenker

William J. Boehm

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

FILED
1956 MAY 29 PM 1:07

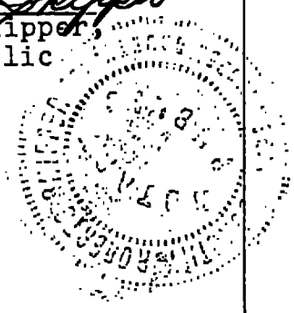
FILED
1956 JUN 13 PM 3:59

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 10th day of May, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Samuel Schenker and William J. Boehm, trustee, and made oath in due form of law that the Report of Sale as herein filed is true as therein set forth to the best of their information, knowledge and belief.

WITNESS my hand and Notarial Seal.

Dorothy Roberts Skipper
Dorothy Roberts Skipper,
Notary Public



WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

JOHN E. STOKES, JR.	:	IN THE
vs.	:	CIRCUIT COURT
COSBY M. STOKES, et al	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	NO. 11,544 EQUITY
	:	

.. ..

STIPULATION OF TRUSTEE

Samuel Schenker and William J. Boehm, trustees, appointed by decree of the Circuit Court for Anne Arundel County in these proceedings, respectfully stipulate that they hereby waive the commissions and attorneys' fee which they may be entitled to by virtue of the rules of court or for which they may be entitled to on account of the sale of the real estate sold in these proceedings.

Samuel Schenker

William J. Boehm

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

FILED
1956 MAY 29 PM 1:

FILED
1956 JUN 13 PM 3:59

CONTRACT OF SALE—Form 10.

LIBER 101 PAGE 73

THIS AGREEMENT, Made this 10th day of May nineteen hundred and Fifty-six, between SAMUEL SCHENKER and WILLIAM J. BOEHM, TRUSTEES

of the first part and COSBY M. STOKES, RICHARD S. STOKES, HOWARD L. STOKES and MARTHA S. MILLER

of the second part.

Witnesseth, that the said parties of the first part do hereby bargain and sell unto the said parties of the second part, and the latter doth hereby purchase from the former, the following described property, situate and lying in Sixth Election District (formerly Second) containing seven acres of land, more or less, located on Bay Ridge Road, Van Buren Street and Tyler Avenue, in the village of Eastport, Annapolis, Anne Arundel County, Maryland.

At and for the price of Thirty Nine Thousand ($39,000.00) Dollars,

of which Six Thousand Five Hundred ($6,500.00) Dollars,

have been paid prior to the signing hereof and the balance to be paid as follows.
Six Thousand Five Hundred ($6,500.00) Dollars confessed judgement note at 4% interest to Frank A. Stokes. Balance of $26,000.00 to be paid within 60 days hereof. Purchasers to pay all costs and expenses incident to Equity Case No. 11,544.

Taxes and costs of recording and documentary stamps to be paid by the purchasers

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

Taxes, to be paid or allowed for by the Vendor to xxxxxxxxxxxx nineteen hundred and

Time is the essence of this contract.

1958 JUN 23 PM 3:58 FILED

Witness our hands and seals.

Samuel Schenker (SEAL)

William J. Boehm (SEAL)

Cosby M. Stokes [SEAL]

Richard S. Stokes [SEAL]

Howard L. Stokes [SEAL]

Martha S. Miller [SEAL]

TEST:

as to all

The undersigned hereby agree to the contract of sale.

John E. Stokes

Frank A. Stokes

76

PETITIONERS' EXH. B. T "A"

LIBER 101 PAGE 74

JOHN E. STOKES, JR.	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
COSBY M. STOKES, et al	:	ANNE ARUNDEL COUNTY
	:	NO. 11,544 EQUITY

.. ..

PETITION TO
RATIFY SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:-

The Petition of Samuel Schenker and William J. Boehm, Trustees, in the above entitled case respectfully shows:

1. That the Petitioners, Samuel Schenker and William J. Boehm, Trustees, did on the 10th day of May, 1956, sell at private sale to Cosby M. Stokes, Richard S. Stokes, Howard L. Stokes and Martha S. Miller, the property described in these proceedings for the sum of Thirty Nine Thousand ($39,000.00) Dollars, as more fully set forth in the Contract of Sale attached herewith and made a part hereof and marked as Petitioners' Exhibit "A", and which Exhibit sets forth the terms and conditions of said sale as well as payment.

Wherefore, your Petitioners, Samuel Schenker and William J. Boehm, Trustees, respectfully prays this Honorable Court to ratify said sale upon publication of the usual nisi thereon.

Samuel Schenker

William J. Boehm

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

FILED
1956 JUN 13 PM 3:58

1956 JUN 13 PM 3:58

LIBER 101 PAGE 75

ORDER NISI

JOHN E. STOKES, Jr.

versus

COSBY M. STOKES, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,544 Equity

Ordered, this 14th day of June, 1956, That the sale of the Property in these Proceedings mentioned made and reported by Samuel Schenker and William J. Boehm Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 28th 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 28th day of July next.

The report states that the amount of sales was $39,000.00

George T. Cromwell Clerk.

True Copy.

TEST: Clerk.

Filed 13 June 1956 at 3:58 P.M.

(Final Order)

JOHN E. STOKES, Jr.

versus

Cosby M. Stokes, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 7th day of December, 1956, that the sale made and reported by the Trustees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as they shall produce vouchers for the Auditor.

Benjamin Michaelson Judge

FILED

1956 DEC -8 AM 9:43

78

LIBER 101 PAGE 76 OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
NO. 11,544 EQUITY
JOHN E. STOKES, JR.,
versus
COSBY M. STOKES, et al.

Ordered, this 14th day of June, 1956, That the sale of the Property in these Proceedings mentioned made and reported by Samuel Schenker and William J. Boehm, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 28th 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 28th day of July next.

The report states that the amount of sales was $39,000.00.

GEORGE T. CROMWELL, Clerk.

True Copy. TEST:

GEORGE T. CROMWELL, Clerk.

jy-17

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 30, 1956

We hereby certify, that the annexed Order Nisi Sale Eq. 11,544. John E. Stokes Jr.

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 28th day of July, 1956. The first insertion being made the 26th day of June, 1956

THE CAPITAL-GAZETTE PRESS, INC.

By H. T. Tofman

FILED

No. E.C. 6595 1956 DEC -7 PM 2:11

79

JOHN E. STOCKES, JR.	:	IN THE
VS.		CIRCUIT COURT
	:	
COSBY M. STOKES, et al		FOR
	:	ANNE ARUNDEL COUNTY
		NO. 11,544 EQUITY
	:	

.. ..

PETITION TO PASS AN ORDER DISMISSING THE PETITION TO AMEND DECREE AND ORDER OF COURT THEREON, BY ALLAN D. HOUSLEY

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of William J. Boehm and Samuel Schenker, Trustees, respectfully shows:

That on the 12th day of April, 1956, Allan D. Housley, Solicitor for Cosby M. Stokes, Frank A. Stokes and Martha S. Miller, filed a Petition in these proceedings for appointment as a Co-Trustee, which Petition, after hearing in open court was denied by the Court at the conclusion of said hearing; however, no Order of Court was passed thereon in the proceedings denying said Petition.

That a recent title examination was made upon the property by the attorney for the purchaser and he stated an opinion that the lack of an Order dismissing the Petition may create a cloud on the title and suggested to your Petitioners that an Order be passed in the proceedings denying the Petition to Amend Decree and Order of Court thereon by Allan D. Housley as heretofore filed.

Samuel Schenker

William J. Boehm

FILED
1956 DEC 10 PM 2:27

ORDER OF COURT

Upon the foregoing Petition, it is this 10th day of December, 1956, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that the Petition to Amend Decree and Order of Court Thereon filed by Allan D. Housley, having been heard in

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

80

open court on the 25th day of April, 1956, be and the same is hereby dismissed.

Benjamin Michaelson
Judge

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

FILED
1956 DEC 10 PM 3:14

81

In the Case of

John E. Stokes, Jr.,

vs.

Cosby M. Stokes,

et al

In the

Circuit Court

For

Anne Arundel County

No. 11,544 Equity

To the Honorable, the Judges of said Court:

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

December 14, 1956

All of which is respectfully submitted.

Laura K. Fickling
Auditor.

FILED

1956 DEC 18 PM 3:29

In the Case of

Dr. John E. Stokes, Jr., vs. Cosby M. Stokes, et al in ac.

Trustees' Commissions Waived (6/13/56)				
To Trustees for Court costs, viz:				
Plaintiff's Solicitor's appearance fee		10	00	
Defendants' Solicitors' appearance fee		10	00	
Clerk of Court - Court costs		115	50	
Jos. W. Alton, Jr. - Sheriff's costs		7	25	
Emanuel Klawans - Examiner's fee		10	00	
Irene Hazel - stenographer's fee		8	00	
Auditor - stating this account		45	00	
				205 75
To Trustees for Expenses, viz:				
Capital-Gazette Press - advertising sale		100	00	
Capital-Gazette Press - order nisi (sale)		8	00	
Capital-Gazette Press - order nisi (acct)		6	00	
Speer Publications, Inc. - handbills		15	29	
Great American Indemnity Co. - bond premium		160	00	
Clarence A. Remaley - appraisal and testimony		50	00	
Fred E. Voges - appraisal and testimony		50	00	
George W. Scible - auctioneer's fee		35	00	
Clerk of Court - certified copies deeds		31	50	
Register of Wills - certified copy of Will		4	00	
J. R. McCrone & Co. - 6 copies of plat		1	00	
Economy Hardware - new lock for premises		3	50	
Dorothy R. Skipper - notary fee		1	00	
				465 29
To Trustees for Taxes, viz:				
1956 State and County taxes		161	26	
1956 Annapolis City taxes		120	66	
				281 92
BALANCE FOR DISTRIBUTION - $39,000.00				
Distributed to devisees of John E. Stokes, as follows:				
(1) To John E. Stokes, Jr., son - one-sixth	$6,500.00			
LESS				
Judgment Claim of Jess Motors, #3679 Law - $159.33				
Judgment claim of Estate of E. L. Elliott #2884 Law	407.98	567.31	5,932	69
(2) To Cosby M. Stokes, son - one-sixth			6,500	00
(3) To Howard L. Stokes, son - one-sixth			6,500	00
(4) To Frank A. Stokes, son - one-sixth			6,500	00
(5) To Richard S. Stokes, son - one-sixth			6,500	00

(6) To Martha S. Miller, daughter - one-sixth		6,500	00	
To Trustees for Liens Paid, viz:				
(1) Jess Motors - in full payment judgment in #3679 Law, viz:				
Debt	$67.05			
Interest from 7/25/40 to 5/2/56	63.32			
Court costs	2.00			
Si. Fa	20.25			
Atty's fee	6.71			
		159	33	
(2) Estate of Emma L. Elliott - in full payment judgment in #2884 Law, viz:				
Debt	$300.96			
Interest from 8/51 to 5/4/56	84.52			
Court costs	22.50	407	98	39,000 00
				39,952 96

with

Samuel Schenker and William J. Boehm, Trustees

Cr.

1956				
May	10	Proceeds of Sale (Contract dated 5/10/56)	39,000 00	39,000 00
		Amount paid by purchaser to cover taxes, Court costs in these proceedings, etc., as agreed	952 96	952 96
			39,952 96	

ORDER NISI LIBER 101 PAGE 83

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

John E. Stokes, Jr.

VERSUS

Cosby M. Stokes,

et al

No. 11,544 Equity.

FILED DEC 18 PM 3:30

ORDERED, This 19 day of December, 19 56, That the Report and Account of the Auditor, filed this day in the above entitled cause,

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

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 8th 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.

William I. Cromwell
Judge

FILED

1957 FEB -9 AM 10:09

LIBER 101 PAGE 84 OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 15, 1957

We hereby certify, that the annexed

Order Nisi Eq. 11,544

Auditor Account

John E. Stokes, Jr.

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 21st day of January, 1957. The first insertion being made the 26th day of December, 1956

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Legal Notice

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,544 Equity
JOHN E. STOKES, JR.
Versus
COSBY M. STOKES, et al

Ordered, this 19th 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
J-3

FILED
1957 FEB -7 PM 2:46

No. E.C. 9294

86

LIBER 101 PAGE 85

LOUIS M. ALBERT, 101 A Acreslea Furnace Branch, Glen Burnie, Maryland	:	IN THE
	:	CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
EDDIE B. MITCHELL and MERLE MITCHELL, his wife, 82 East Street, Annapolis, Maryland.	:	EQUITY NO. 11,328

.. ..

BILL OF COMPLAINT TO FORECLOSE MECHANICS' LIEN

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Complainant, Louis M. Albert, by William J. Boehm, his attorney, respectfully says:-

1. Your Complainant is a Masonry Contractor whose place of business is 101 A Acreslea Furnace Branch, Glen Burnie, Maryland and in the course of his business, supplied materials and performed labor by way of masonry work upon the building and property hereinafter described during the period within six months last past. Said materials and labor were furnished at the instance and request of Joseph McAfee, Trustee as Pop's Construction Company and that the Complainant notified the Defendants in this case on March 30, 1955 by registered letter, which letter had enclosed Notice of Mechanics' and Materialman's Lien, a copy of said notice being filed herewith marked Exhibit No. 1 and prayed to be taken as a part hereof. The nature and amount of claim of your Complainant against the Defendants for the aforesaid materials and labor supplied are set forth in the Mechanics' Lien which has been filed and recorded among the Mechanics' Lien Docket No. 11, folio 64, the original of which, together with the statement attached hereto are filed herewith and prayed to be taken as part hereof and marked as Complainant's Exhibit No. 2.

2. That the Defendants herein, Eddie B. Mitchell and Merle Mitchell, his wife, are residents of the City of Annapolis, State of Maryland and are the owners or reputed owners of the property

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

Filed 25 Apr., 1955.

and building located on Lot No. 7 and 10 feet of Lot No. 6, of Capital Hill Manor, constructed of cement block foundation. That your Complainant completed the construction of aforesaid basement and that the General Contractor, Joseph McAfee has not commenced the erection of the upper stories of said house and that the Complainant in this case has not received any payment on account of the construction of the said basement.

3. That said Defendants hold title to the aforesaid property by virtue of a deed dated March 4, 1949 from Carroll Henson and Wife to the Defendants herein and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 513, folio 222.

4. That your Complainant is a holder of the Lien mentioned in Exhibit No. 2 in the amount of $762.04 with interest from April 14, 1955, the date of the filing thereof, against the Defendants, the owners or reputed owners of the property for which the said materials were furnished and labor performed as aforesaid. And that the Complainant has not been paid for said materials or labor, as filed and shown in the Mechanics' Lien aforesaid; that the above mentioned materials were supplied and labor performed during the period from on or about the 2nd of March, 1955, at an aggregate price of $762.04, all of which remains due and unpaid and for which demand has heretofore been made, and which is more fully set forth in the statement attached to said Mechanics' Lien.

5. Your Complainant desires to recover the amount of its lien by the foreclosure thereof.

TO THE END THEREFORE:

(1). That this Honorable Court decree a sale of the property mentioned in these proceedings and that a trustee be appointed to make sale thereof for apportionment of the proceeds thereof among those entitled to liens according to their respective

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

2

rights.

(2). And for such other and further relief as your Complainant's case may require.

AND as in duty bound, etc.

William J. Boehm
160 South Street,
Annapolis, Maryland.
Solicitor for Complainant

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

NOTICE OF MECHANICS AND MATERIALMAN'S LIEN

To Mr. and Mrs. Eddie B. Mitchell
82 East Street
Annapolis, Maryland

March 18, 1955

I hereby notify you that I intend to claim a lien, as provided by the Code of Public General Laws of Maryland, relating to the liens of mechanics, materialman and others against all that house situate on lot 7 and 10feet of lot 6, of Capital Hill Manor, Sixth Election District of Anne Arundel County and also against the lots upon which the said house or houses are erected, of which said house and lots you are the owner or reputed owners for the sum of $762.04, whereof $762.04 are designated as my claim against said house and lots for materials, concrete blocks, concrete, cement and sand, and labor furnished by me within 60 days last past, for the construction of said house, to Joseph McAfee, the general contractor for the building thereof, under an agreement made by me with the said Joseph McAfee, as such contractor.

The said house fronts 50 feet on Spa Road with a depth of 98 feet, more or less, known as lot 7 and 10 feet of lot 6 of Capital Hill Manor, more particularly described in a certain deed dated March 4, 1949 from Carroll Henson and wife to Eddie B. Mitchell and Merle Mitchell, his wife, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 513, Folio 222.

I append hereto a particular statement of my claim setting forth in detail the amount claimed by me to be due, the kind of material furnished and labor furnished to said contractor as aforesaid.

William J. Boehm,
Attorney

Louis M. Albert

Examiner's Exhibit No. 2 (notice and registered receipt)
Albert vs. Mitchell, et ux.
No. 11,328 Equity
filed 5/24/55 cwc

4

EXHIBIT #1

Filed 25 Apr., 1955.
Refiled 7 June, 1955.

Form 3806-S (Rev. 2-52)

Receipt for Registered Article No. 9818 Postmaster per [illegible]

Fee paid [illegible] cents. Class postage [illegible]

Declared value [illegible] Surcharge paid, $

Return Receipt fee [illegible] Spl. Del'y fee

Delivery restricted to addressee:

In person ..... or order ..... Fee paid

Accepting employee will place his initials in space indicating restricted delivery.

POST OFFICE ANNAPOLIS, MD. MAR 29 1955

NOTICE TO SENDER—Enter below name and address of addressee as an identification. Preserve and submit this receipt in case of inquiry or application for indemnity.

[illegible]

(Name of addressee) (P. O. and State of address)

[illegible] Annapolis, Md.

Post Office Department

OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $[illegible]

(GPO)

ANNAPOLIS MAR 30 1955 MD.

Return to William J. Bodkin

(NAME OF SENDER)

Street and Number, or Post Office Box, 160 Smith St.

REGISTERED ARTICLE

No. 9818 Post Office ANNAPOLIS, MD.

INSURED PARCEL

No. State

16—19421

[illegible]

PHONE: ~~CRAIN 20W1~~ HB 3080

ESTIMATES GIVEN

BRICK & BLOCK

Contractors

101A ACRESLEA FURNACE BRANCH

GLEN BURNIE, MARYLAND

Material and Labor, Contract on Lot 7 and 10 feet of Lot 6, of Capital Hill Manor Sixth District of Anne Arundel County, Maryland for Joseph McAfee, Contractor for Eddie B. and Merle Mitchell, 82 East Street, Annapolis, Maryland.

740	8x12x16 at 65¢ each concrete block	481.	00	
100	8x8x16 at 45¢ each concrete block	45.	00	
260	8x8x16 not laid at 18¢ each concrete block	46.	80	
8	yards of concrete	108.	00	
10	bags cement	13.	78	
2	tons sand at $1.23 per ton	2.	46	
				697.04
	$65.00 work done on fireplace			65.00
				$762.04

7

LIBER 101 PAGE 90

LIBER 11 PAGE 64

LOUIS M. ALBERT, 101 A Acreslea Furnace Branch, Glen Burnie, Maryland	:	IN THE
	:	CIRCUIT COURT
Vs.	:	FOR
EDDIE B. MITCHELL and MERLE MITCHELL, his wife, 82 East Street, Annapolis, Maryland.	:	ANNE ARUNDEL COUNTY

.. ..

MECHANIC'S LIEN

The Plaintiff, Louis M. Albert, claims the sum of Seven Hundred Sixty Two Dollars and Four Cents ($762.04) to be due and owing him from the Defendants Eddie B. Mitchell and Merle Mitchell, his wife, against that dwelling occupying lots of ground which are located at Capital Hill Manor in the Sixth Election District of Anne Arundel County as well as against those lots of ground upon which said building is erected and so much other ground adjacent thereto and used in connection therewith as may be necessary for the ordinary and useful purposes of said building, which said lots are situated at Capital Hill Manor, Sixth Election District of Anne Arundel County, State of Maryland, and fronts 50 feet on Spa Road with a depth of 98 feet, more or less, and described as follows:

> Lot 7 and 10 feet of lot 6 of Capital Hill Manor, more particularly described in a certain deed dated March 4, 1949 from Carroll Henson and wife to Eddie B. Mitchell and Merle Mitchell, his wife, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 513, folio 222.-

Of which said lots of ground and improvements thereon, the said Eddie B. Mitchell and Merle Mitchell, his wife, at the time of the furnishing of the materials hereinafter mentioned, were the owners or reputed owners.

The said claim being for materials furnished by the Plaintiff for or about the construction of the aforesaid dwelling on the aforesaid lots number 7 and 10 feet of lot number 6, of Capital Hill Manor, at the instance and request and upon contract

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

Filed 25 Apr. 1955.
Refiled 7 June, 1955.

to Joseph McAfee, the general contractor for the building thereof, at the particular times, of the nature and kind and amounts for the prices set forth in the bill of particulars hereto annexed and filed herewith as a part of this Lien Claim, and which material and labor have been furnished within less than six months before the filing of this claim.

WHEREFORE, the said Louis M. Albert, hereby requests the Clerk of the Circuit Court for Anne Arundel County to file and record this claim as a Lien as well as against the said lots of ground and dwelling thereon as against the said Eddie B. Mitchell and Merle Mitchell, his wife, as owners or reputed owners thereof, agreeable to the Public General Laws of Maryland, and titled "Mechanic's Lien".

AND AS IN DUTY BOUND, etc.

William J. BOEHM

Louis M. Albert

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To wit:

I HEREBY CERTIFY, that on this 14th day of April, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Louis M. Albert, and made oath in due form of law that the aforegoing account is just and correct and that he has received no payment thereon other than as by credits shown, and he did also make oath that the matters and facts set forth in the foregoing Lien claim are true as therein stated, to the best of his knowledge, information and belief.

WITNESS my hand and notarial seal.

William J. BOEHM Notary Public

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

9

LIBER 101 PAGE 92

Phone GLEN BURNIE 3080 LIBER 11 PAGE 66 ESTIMATES GIVEN

B R I C K & B L O C K

CONTRACTORS

101A Acreslea Furnace Branch,
Glen Burnie, Maryland.

Material and Labor, Contract on Lot 7 and 10 feet of Lot 6, of Capital Hill Manor, Sixth District of Anne Arundel County, Maryland for Joseph McAfee, Contractor for Eddie B. and Merle Mitchell, 82 East Street, Annapolis, Maryland

740 8x12x16 at 65¢ each concrete block	$481.00	
100 8x8x16 at 45¢ each concrete block	45.00	
260 8x8x16 not laid at 18¢ each concrete block	46.80	
8 yards of concrete	108.00	
10 bags cement	13.78	
2 tons sand at $1.23 per ton	2.46	
		$697.04
$65.00 work done on fireplace		65.00
		$762.04

Recorded- 14th April, 1955, at 2:40 P.M.

Exhibit #2

10

LIBER 101 PAGE 93

M E C H A N I C 'S
L I E N

LOUIS M. ALBERT

vs.

EDDIE B. MITCHELL and
MERLE MITCHELL, his wife

Lot 7 and 10 feet of Lot 6,
Capital Hill Manor, Sixth Election
District of Anne Arundel Co., Md.

Received for Record 64 Day
of April 192[illegible], at 2 40 P M
and the same day recorded in Liber
J. H. H. No. 11 Fol. 64, Land
Records of Anne Arundel County.

[illegible] H. HOPKINS, Jr. Clerk

WILLIAM J. BOEHM
ATTORNEY AT LAW
160 SOUTH STREET
ANNAPOLIS, MARYLAND

LIBER 101 PAGE 94

LOUIS M. ALBERT,	*	IN THE
PLAINTIFF	*	CIRCUIT COURT
VS.	*	FOR
EDDIE B. MITCHELL and MERLE MITCHELL, his wife,	*	ANNE ARUNDEL COUNTY
DEFENDANTS	*	NO. 11,328 EQUITY

* * * * *

ANSWER OF MERLE MITCHELL

* * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now comes one of the Defendants, Merle Mitchell, by Noah A. Hillman her Solicitor, and for Answer to the Bill of Complaint in this cause shows:

1. That she admits the allegations of paragraph One of the Bill of Complaint.

2. That for answer to paragraph Two thereof she shows:

(a) That she and her husband, the Co-Defendant herein, are residents of Annapolis and are the owners of the property mentioned.

(b) That the other allegations of said paragraph Two are correct except that this Defendant has no personal knowledge that the Plaintiff has not received any payment from the General Contractor. However, she has reason to believe that the Plaintiff's allegation is correct.

3. That she admits the allegations of paragraph Three.

4. That she admits the allegations of paragraph Four.

5. That she has no objection to recovery of the amount due the Plain-

AH A. HILLMAN
TORNEY AT LAW
APOLIS, MARYLAND

Filed 2 May, 1955

tiff by foreclosure of his lien.

WHEREFORE, having answered the Bill of Complaint as fully as she can, this Defendant prays, etc.

AND, as in duty bound, etc.

Noah A. Hillman
Solicitor for Merle Mitchell,
Defendant

I hereby certify, that on this 2nd day of May, 1955, I mailed a copy of the foregoing Answer of Merle Mitchell to William J. Boehm, Esq., at his law office, South Street, Annapolis, Maryland, Solicitor for Plaintiff.

Noah A. Hillman
Solicitor for Merle Mitchell,
Defendant

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Louis M. Albert	:	No. 11328 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Eddie B. Mitchell and Merle Mitchell, his wife.	:	Anne Arundel County
	:	

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

To the Honorable, the Judges of said Court:

The answer of Eddie B. Mitchell by George B. Woelfel and Thomas J. Curley, respectfully shows:

1.

That he admits the allegations contained in paragraph one of said bill of complaint.

2.

That for answer to paragraph two of said bill of complaint he shows:

(a) That he and his wife, the co-defendant, are residents of the City of Annapolis and are the owners of the property mentioned.

(b) That the other allegations of said paragraph two are correct except that this Defendant has no personal knowledge that the Plaintiff has not received any payment from the general contractor. However, he has reason to believe that the Plaintiff's allegation is correct.

3.

That he admits the allegations contained in paragraph three of said bill of complaint.

4.

That he admits the allegations contained in paragraph four of said bill of complaint.

5.

That he has no objection to recovery of the amount due the Plaintiff by foreclosure of his lien.

Filed 17 May, 1933 George B. Woelfel
Geo. B. Woelfel, Sol. Def.

14

LOUIS M. ALBERT,	:	IN
Plaintiff	:	THE CIRCUIT COURT
vs.	:	FOR
EDDIE B. MITCHELL and MERLE MITCHELL, his wife,	:	ANNE ARUNDEL COUNTY
Defendants	:	NO. 11, 328 EQUITY

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

TESTIMONY ON BEHALF OF PLAINTIFF

May 24, 1955

Mr. William J. Boehm, Solicitor for Plaintiff

Mr. Noah A. Hillman, Solicitor for Merle Mitchell

Mr. George B. Woelfel, Solicitor for Eddie B. Mitchell

Mr. Chipman W. Cunningham, Examiner

Mrs. Irene Hazel, Asst. Court Stenographer

Witnesses:

Louis M. Albert, pages 2 - 5 incl.

SIGNATURE WAIVED BY CONSENT OF COUNSEL

Filed 7 June, 1955

Louis M. Albert, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Boehm)

1. State your name and address to the Court.

A. Louis M. Albert, 1011 Stewart Lane, Glen Burnie, Maryland.

2. What is your occupation?

A. Mason contractor.

3. Do you know the defendants in this case, Eddie B. Mitchell and Merle Mitchell, his wife?

A. No, I do not know them. I took the the job under Mr. McAfee, general contractor.

4. Do you know where the property, mentioned in these proceedings, is located?

A. On Spa Road here in Annapolis, the property is known as Lot 7 and adjoins 10 feet of Lot 6 of Capital Hill Manor as described in deed dated March 4, 1949.from Carroll Henson and wife to the defendants herein and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 513, folio 222.

5. I show you a contract, can you identify that contract?

A. Yes sir, this is the contract that Mr. McAfee signed, that I made up and he was suppose to pay me these prices for putting up the foundation and masonry house. And he owes me $762.04. (CONTRACT FILED HEREWITH MARKED EXAMINER'S EX. 1)

6. Have you received any payments whatsoever on account?

A. No sir, I haven't.

7. Is this Mr. McAfee's signature?

A. Yes.

8. Did he order you to commence with the work?

A. He did.

9. When did he order you to commence to work?

A. January 10, 1955.

10. Now, Mr. Albert, when was the last day you were on the premises doing your work?

A. I would say some where around the 2nd of March was when I did the last day of work, I moved the forms and cleaned up the debris around the house. There's a few block left on the premises which is figured in the bills.

11. On or about March 18, 1955 a notice was mailed by registered mail to the defendants. I show you a notice of mechanics and materialman's lien dated March 18, 1955 and which was delivered to the defendants on March 30, 1955, did you direct me to send that?

A. Yes.

(NOTICE OF MECHANICS AND MATERIALMAN'S LIEN AND REGISTERED RECEIPT FILED HEREWITH MARKED EXAMINER'S EX.2)

12. What did you do with the other copies after you found the defendants were separated?

A. I nailed one copy on the building in Mr. George Frank's presence.

Mr. Hillman: Admitted that the parties received notice in accordance with the law.

13. As a result you sought Joseph McAfee for payment?

A. Yes.

14. Did you receive payment?

A. No.

15. As a result on the 14th day of April, 1955 a mechanic's lien was filed, did you order me to file this mechanic's lien?

A. I did.

16. Does this mechanic's lien describe the property where you worked?

A. It does.

(MECHANIC'S LIEN RE-FILED HEREWITH MARKED EXAMINER'S EX.3)

17. Since filing the mechanic's lien have you received any money from anyone?

A. Not from anyone.

17

18. Are there any unpaid supplies or labor that you have to pay due on this job?

A. There's one in the amount of $100.00 due Annapolis Block Company, the rest have been paid by me.

19. Do you know the whereabouts of Mr. McAfee at the present time?

A. I saw a letter that he is in the State of Florida.

20. I understand from the Bill of Complaint filed in these proceedings that you pray the Court to have an Order passed to have these premises sold to satisfy your material and labor liens on this property?

A. I do.

(Cross Examination by Mr. Hillman)

1. Is it your intention to pay Annapolis Block Company out of the proceeds of this sale or will you pay them otherwise and present proof?

A. I can pay them otherwise.

2. Who dug the foundation?

A. Mr. Seeley Feldmeyer.

3. Do you know whether Mr. Feldmeyer has been paid?

A. He hasn't as far as I know.

4. Who put in the footings?

A. I did.

5. Do you know what the price was for digging the foundation?

A. Somewhere around $100.00.

6. Except for digging the foundation was all other work done by you?

A. Yes.

7. Was all material furnished by you?

A. Yes sir.

8. How far did you get with the construction of this house?

A. I got within one days work of completing the foundation when I was notified the parties, Eddie B. Mitchell and Merle Mitchell, were having marital trouble.

9 There no carpenter work has been done?

A. No, just masonry.

(Cross Examination Waived by Mr. Woelfel)

(Mr. Cunningham)

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

Signature Waived

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

Witness my hand and seal this 7th day of June, 1955.

Chapman W. Cunningham (SEAL)
Chapman W. Cunningham, Examiner.

C.W.C. $10.00

I.H. $7.00 Pd. 6/7/55

GB 3080

PHONE: ~~CRAIN 23W1~~

ESTIMATES GIVEN

LIBER 101 PAGE 102

BRICK & BLOCK

Jan. 3, 55

Contractors Louis M Albert

101A ACRESLEA FURNACE BRANCH
GLEN BURNIE, MARYLAND

Unit Price Contract
Mr. & Mrs Eddie B Mitchell

65¢ each buying & laying	8X12X16	con Block	
28¢ " " " "	4X8X16	" "	✓
45¢ " " " "	8X8X16	" "	
$145 Per thousand Brick buying & laying or $80. Per thous laying only.			✓
$125 extra Labor for Fireplace ½			
$45 Parging Basement	✓		
$30 Faring	✓		

General Contr. Joseph McAfee Contractor
Filed 7 June, 1955.

Examiner Exhibit No. 1
Albert vs. Mitchell, et ux
No. 11,328 Equity
filed 5/24/55
21

GB 3080

PHONE: ~~CRAIN 23W1~~

Bill.

ESTIMATES GIVEN

BRICK & BLOCK

Contractors

101A ACRESLEA FURNACE BRANCH
GLEN BURNIE, MARYLAND

Contr on 10 T 7 & 10 & 206
Capital Hill Manor
6th Dist
Merle
Eddie B
82 East St

Material On Sparr Rd Job.
For Jos McAfee Contr.
Job for Mr & Mrs Eddie Mitchell

740	8X12X16 at 65¢ each con block	481.00	
100	8X8X16 at 45¢ each "	45.00	
260	8X8X16 not laid 18¢ "	46.80	
8	yds concrete	108.00	
10	bags cement	13.78	
2	ton sand at 1.23 ton	2.46	
		697.04	
	65.00 work done on fireplace	65	
		762.04	Total

22

LOUIS M. ALBERT,	*	IN THE
PLAINTIFF	*	CIRCUIT COURT
VS.	*	FOR
EDDIE B. MITCHELL, ET UX,	*	ANNE ARUNDEL COUNTY
DEFENDANTS	*	NO. 11,328 EQUITY

* * * * *

SUBMISSION FOR DECREE

* * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now come the parties to this cause, by their respective Solicitors, and submit this case for immediate and final Decree for sale of the property mentioned in this proceeding.

Solicitor for Plaintiff

Solicitor for Eddie B. Mitchell, Defendant

Solicitor for Merle Mitchell, Defendant

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Filed 15 June, 1933.

LOUIS M. ALBERT	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
EDDIE B. MITCHELL and MERLE MITCHELL, his wife	:	ANNE ARUNDEL COUNTY
	:	NO. 11328 Equity

.. ..

DECREE FOR SALE OF PROPERTY AND APPOINTMENT OF TRUSTEE TO MAKE SALE

The above case standing ready for hearing and being submitted, the Bill of Complaint to foreclose Mechanics' Lien, exhibits and all the other proceedings were, by the Court, read and considered--

It is thereupon, this 15th day of June, in the year nineteen hundred and fifty-five, by the Circuit Court for Anne Arundel County ADJUDGED ORDERED, and DECREED, that the real property mentioned in the proceedings which is necessary for the ordinary and useful purposes of the incompleted dwelling, to wit: Lot No. 7 and 10 feet of Lot No. 6 of Capital Hill Manor, as described in a deed dated March 4, 1949 from Carroll Henson and wife to Eddie B. Mitchell and Merle Mitchell, his wife, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 513, folio 222, be sold, that William J. Boehm and George B. Woelfel and Noah Hellman be, and they are hereby, appointed TRUSTEES to make said sale, and that the course and manner of their proceedings shall be as follows: they shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by theirselves, and a surety or sureties to be approved by this Court, in the penalty of $ Fifteen Hundred Dollars, condition for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by any future Decree or Order in the premises; they shall then proceed to make

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

Filed 15 June, 1955

24

the said sale, having given at least three weeks notice by advertisement, inserted in such daily newspaper or newspapers published in Anne Arundel County as they shall think proper, of the time, place, manner and terms of sale, which shall be a deposit of ten per cent (10%) of the purchase price to be paid, in cash, on the date of sale, deferred payment to bear interest at the rate of six per cent (6%) per annum from date of sale; and if the property is not sold at public auction, on the day so advertised, the Trustees shall proceed to make sale at either private or public sale, to the best advantage, and upon the terms, as hereinabove set forth. 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 proceedings relative to such sale; with an annexed affidavit of the truth thereof and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on 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, his, her, or their heirs the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Complainant and Defendants, and those claiming by, from or under them or either of them. And the said Trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

Benjamin Michaelson
Judge

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

25

Trustee—Md.

LIBER 101 PAGE 106
11328

No. 525124

A STOCK COMPANY

"Old and Tried" Organized 1849

Glens Falls

INSURANCE COMPANY
Glens Falls, N. Y.

No. 11,328 Equity ✓

Know All Men by These Presents:

THAT WE William J. Boehm, George B. Woelfel and Noah A. Hillman

as principal, and the GLENS FALLS INSURANCE COMPANY, a corporation of the State of New York, Glens Falls, N. Y., as surety, are held and firmly bound unto the State of Maryland in the full and just sum of ONE THOUSAND FIVE HUNDRED AND NO/100 ($1,500.00) - - - - - - - - - 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 seventeenth day of June in the year nineteen hundred and fifty-five

WHEREAS, the above bounden William J. Boehm, George B. Woelfel, and Noah A. Hillman by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County, Maryland, has been appointed trustee to sell Real Estate

mentioned in the proceedings in the case of Albert

vs.

Mitchell

now pending in said Court

Now the Condition of this Obligation is such, that if the above bounden William J. Boehm, George B. Woelfel and Noah A. Hillman

do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed, and delivered in the presence of

Joseph A. Schwalier

William J. Boehm (SEAL)

George B. Woelfel [SEAL]

Noah A. Hillman [SEAL]

GLENS FALLS INSURANCE COMPANY

By Fred E. Voges [SEAL]
Fred E. Voges Attorney-In-Fact

Form 15195

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

26

ROBERT H. CAMPBELL LIBER 101 PAGE 107 - - - - - - - - - - Auctioneer

TRUSTEES' SALE

OF VALUABLE

REAL ESTATE

LOCATED AT CAPITAL HILL MANOR, IN THE CITY OF ANNAPOLIS, IN SIXTH ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

By virtue of a degree passed in the cause of Louis Albert vs. Eddie B. Mitchell and Merle Mitchell, his wife, No. 11328 Equity, in the Circuit Court of Anne Arundel County, the undersigned Trustees will sell at public auction at the Court House door, in the City of Annapolis, Maryland, on

Tues., July 19, 1955

AT 11 O'CLOCK A.M.

the following property: Lot No. 7 and 10 feet of Lot No. 6 of Capital Hill Manor, as described in a deed dated March 4, 1949, from Carroll Hyenson and his wife to Eddie B. Mitchell and Merle Mitchell, his wife, and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. 513, Folio 222.

This property is improved with a concrete block foundation. An ideal location for a small dwelling.

TERMS OF SALE: A deposit of 10% of the purchase price will be required at the time and place of sale; deferred payment to bear interest at six per cent per annum from day of sale to date of settlement. Taxes and all public charges will be adjusted to date of sale.

For further particulars inquire of the undersigned - -

WILLIAM J. BOEHM,
NOAH A. HILLMAN,
GEORGE B. WOELFEL,
Trustees

Filed 19 July, 1955

27

LIBER 101 PAGE 108

I, Robert H Campbell, Auctioneer, do hereby certify that I did on this 19th day of July 1955, did sell the property described on the reversed side of this hand bill for the sum of $1000.00 to Anna Bell Stepney she being the highest bidder therefore

Robt. H. Campbell Auctioneer

I hereby certify that on the 19th day of July, 1955, that I did purchase the property described on the reverse side of this hand bill for the sum of $1000.00. On account of which I have made a deposit of $100 and I agree to comply with the terms of sale.

Witness
George B. Woelfel

Annabell Stepney

We, do hereby certify that on this 19th day of July, 1955, that we sold the property described on the reverse side of this hand bill to ANNABELL STEPNEY for the sum of $1000.00 and received a deposit of 10% thereof

William J. Boehm

George B Woelfel

Noah A Hillman

Trustees,

Filed 19 July, 1955.

LOUIS M. ALBERT

LIBER 101 PAGE 109

IN THE

vs. :

CIRCUIT COURT

EDDIE B. MITCHELL and MERELE MITCHELL, his wife. :

FOR

:

ANNE ARUNDEL COUNTY
No. 11,328

....

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of William J. Boehm, George B. Woelfel and Noah A. Hillman, Trustee, appointed by the Decree of the Circuit Court for Anne Arundel County in the above entitled cause, to make sale of the property known as Lot No. 7 and 10 feet of Lot No. 6 of Capital Hill Manor as described in a Deed dated March 4, 1949, from Carroll Henson and wife to Eddie B. Mitchell and wife, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 513, Folio 222, and more fully described in the proceedings said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of their trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Evening Capital, a daily newspaper published in Annapolis, Maryland, for more than three successive weeks preceding the day of sale, said Trustees, William J. Boehm, George B. Woelfel and Noah A. Hillman, did pursuant to said notice on the 19th day of July, 1955, at 11:00 o'clock a.m., attend at the Court House Door, then and there sold the said property at and for the sum of $1000.00 to Annabell Stegner, she being the highest bidder therefor, terms of sale being deposit of 10%, balance on ratification of sale. Interest at 6% to be paid upon the deferred payments

William J. Boehm

George B. Woelfel

Noah A. Hillman

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

Filed 19 July, 1955.

29

STATE OF MARYLAND, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 19th day of July, 1955, before me the susbcriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared William J. Boehm, George B. Woelfel and Noah A. Hillman, Trustees 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.

Clarence L Johnson

Clarence L Johnson
Notary Public

CLARENCE L. JOHNSON NOTARY PUBLIC ANNE ARUNDEL CO. MD.

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

30

LIBER 101 PAGE 111

ORDER NISI

Louis M. Albert

versus

Eddie B. Mitchell and
Merele Mitchell, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,328 Equity

Ordered, this 19 day of July, 19 55, That the sale of the Property in these Proceedings mentioned, made and reported by William J. Boehm, George B. Woelfel and Noah A. Hillman, Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 23 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 23 day of August next.

The report states that the amount of sale ~~xxxxx~~ was $ 1,000.00.

George T. Cromwell, Clerk.

True Copy.

TEST: Clerk.

Filed 19 July, 1955.

(Final Order)

Louis M. Albert

versus

Eddie B. Mitchell and
Merele Mitchell, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 24th day of August, 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

31

Filed 24 Aug., 1955.

LIBER 101 PAGE 112

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

Legal Notices

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
NO. 11,328 EQUITY

LOUIS M. ALBERT

versus

EDDIE B. MITCHELL and MERELE MITCHELL, his wife.

Ordered, this 19th day of July, 1955. That the sale of the Property in these Proceedings mentioned, made and reported by William J. Boehm, George B. Woelfel and Noah Hillman, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 23rd 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 23rd day of August next.

The report states that the amount of sale was $1,000.00.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

A-12

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 22, 1955

We hereby certify, that the annexed

Order Nisi Sale

Eq. 11,328

Eddie B. Mitchell

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 23rd day of August, 1955. The first insertion being made the 22nd day of July, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tillghman

No. E. C. .....

32

Filed 24 Aug., 1955

In the Case of

Louis M. Albert

VS.

Eddie B. Mitchell

and

Merle Mitchell, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,328 Equity

To the Honorable, the Judges of said Court:

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

September 16, 1955

All of which is respectfully submitted.

Laura K. Fickling

Auditor

Filed 20 Sept., 1955

33

Dr. Louis M. Albert vs. Eddie B. Mitchell and Merle Mitchell, his wife in ac.

To Trustees for Commissions, viz:	58	25	58	25
To Trustees for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Defendants' Solicitors' appearance fee	10	00		
Clerk of Court - Court costs	48	75		
Jos. W. Alton, Jr. - Sheriff's costs	2	90		
Chipman W. Cunningham - Examiner's fee	10	00		
Irene Hazel - stenographer's fee	7	00		
Auditor - stating this account	13	50	102	15
To Trustees for Expenses, viz:				
Capital-Gazette Press - advertising sale	41	28		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Glens Falls Insurance Co. - bond premium	10	00		
Robert H. Campbell - auctioneer's fee	25	00		
One-half Federal documentary stamps		55		
One-half State documentary stamps		55	91	38
To Trustees for Taxes, viz:				
1955 Annapolis City taxes - adjusted to 7/19/55 - 19 days		22		22
To Louis M. Albert, holder of the mechanic's lien filed in these proceedings - this balance on account claim filed	757	50	757	50
			1,009	50
Amount of Mechanic's Lien Claim Filed	762	04		
Cr. Amount allowed above	757	50		
Balance due	4	54		

34

with William J. Boehm, George B. Woelfel and Noah A. Hillman, Trustees

Cr.

1955				
July	19	Proceeds of Sale	1,000 00	
		Interest on deferred payment to 8/31/55	6 30	1,006 30
		Refund 1955 State and County taxes ($7.22 - adjusted to 7/19/55)	3 20	3 20
				1,009 50

35

ORDER NISI

LIBER 101 PAGE 116

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

Louis M. Albert

VERSUS

Eddie B. Mitchell

and

Merle Mitchell, his wife

No. 11,328 Equity.

ORDERED, This 20 day of September, 19 55, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 24 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 24 day of October next.

Filed 20 Sept. 1955. George J. Cromwell, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 7th 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.

Benjamin Michaelson
Judge.

FILED

1957 FEB -8 PM 2:52

96

LIBER 101 PAGE 117

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 10, 1955

We hereby certify, that the annexed

Order Nisi Eq. 11,328

Auditor account

Eddie B. Mitchell.

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 October, 1955. The first insertion being made the 21st day of September, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By N. Tilghman

Legal Notices

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
NO. 11,328 EQUITY

Order Nisi

LOUIS M. ALBERT
versus
EDDIE B. MITCHELL and
MERLE MITCHELL, his wife.

Ordered, this 20th day of September, 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 24th 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 24th day of October next.

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

e-5

FILED

1957 FEB -7 PM 2:46

No. E.C. 47

37

LIBER 101 PAGE 118

WALTER S. CALWELL,
Attorney Named in Mortgage

vs.

PAUL J. BOTHE

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

(In Equity)
No. 11,350

Mr. Clerk:

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

1. Original Mortgage from the said Paul J. Bothe to Washington Irving Trust Company, dated June 26, 1947 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 416, folio 427, which Mortgage by mesne Assignments is presently held by The County Trust Company, Tarrytown, New York.

Walter S. Calwell
Walter S. Calwell
Attorney Named in Mortgage

Filed 11 May, 1955

LIBER 101 PAGE 119

LIBER 416 PAGE 427 #9095 #13109

No. 11,350 Equity

FHA Form No. 3127-h
(For use under Section 603)
(Revised 10-1-42)

MORTGAGE

THIS MORTGAGE, Made this 26th day of June, A. D. 1947, by and between PAUL J. BOTHE of ANNE ARUNDEL COUNTY, in the State of Maryland, hereinafter called the Mortgagor, and WASHINGTON IRVING TRUST COMPANY a corporation organized and existing under the laws of the State of New York, hereinafter called the Mortgagee.

~~WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of Dollars ($) the due execution of this mortgage having been a condition precedent to the granting of said advance, it being part of the purchase money for the property hereinafter described.~~

(The above paragraph is to be omitted if Mortgagee is not a building and loan association.)

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of SIX THOUSAND Dollars ($ 6,000.00), 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 on the unpaid principal until paid, principal and interest being payable at the office of Washington Irving Trust Company, in Tarrytown, Westchester County, New York ~~Maryland~~, or at such other place as the holder hereof may designate in writing, in monthly installments of THIRTY ONE and 68/100 Dollars ($ 31.68), commencing on the first day of August, 19 47, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of July, 19 72. Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity: PROVIDED, HOWEVER, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

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 ($1.00) 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 that lot(s) of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

16—20920-1

BEING known and designated as Lot No. 76 as laid down and shown on the Plat of Brookwood, which Plat is duly recorded among the Land Records of Anne Arundel County in Cabinet No. 3 Rod E-4 Plat No. 10. The improvements whereon are known as 4929 Brookwood Road, (formerly 229 Brookwood Road.)

BEING the same lot of ground which by an Assignment 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 assigned by the Eljo Homes, Inc. unto said Mortgagor herein.

TOGETHER with and including as part of the building and improvements erected on the aforesaid lot or parcel of ground, plumbing accessories, laundry tray, kitchen cabinets (2), kitchen ranges (2), light fixtures, screens, water heater, all of which accessories and equipment are herewith declared to be, by the said Mortgagor, fixtures and permanent additions to the realty and intended to be included as part of the security for this Mortgage.

Plaintiff's Exhibit A.

Filed 11 May, 1955.

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(s) of ground and improvements unto the said Mortgagee, its successors and assigns, for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the yearly rent of Seventy-eight ($78.00) Dollars, payable half-yearly on the 15th. days of June and December.

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 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, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid, the following sums:

(*a*) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth ($\frac{1}{12}$) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with which to discharge the said Mortgagee's obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the provisions of Title VI of the National Housing Act, as amended, and Regulations thereunder. The Mortgagee shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the Mortgagor all payments made under the provisions of this subsection which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner.

(*b*) 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) 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.

(*c*) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the mortgage debt hereby secured shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Federal Housing Commissioner;
(II) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;
(III) interest on the mortgage debt secured hereby; and
(IV) amortization of the principal of said debt.

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 two (2) cents for each dollar of each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (*b*) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (*b*) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor

shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (*a*) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (*b*) 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 balance then remaining in the funds accumulated under (*b*) of paragraph 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (*a*) of paragraph 1.

3. That 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; 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 of four and one-half per centum (4½%) per annum and shall be secured by this mortgage.

4. 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.

5. That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies, including war damage, in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. 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 the 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.

6. 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.

7. 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.

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 5 months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 5 months time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

9. 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 continuing for the space of thirty days, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, its successors and assigns, or Walter S. Calwell or Joseph J. Callahan , 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 or their heirs 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, 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 counsel fee of FIFTY Dollars ($ 50.00) 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 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.

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

Witness: J. Hodge Smith
J. HODGE SMITH

Paul J. Bothe [SEAL]
PAUL J. BOTHE

_____ [SEAL]

_____ [SEAL]

_____ [SEAL]

STATE OF MARYLAND, BALTIMORE CITY to wit:

I HEREBY CERTIFY, That on this 26th day of June 19 47, before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~aforesaid~~ Baltimore County personally appeared PAUL J. BOTHE the above named Mortgagor, and he acknowledged the foregoing Mortgage to be his act.

At the same time also personally appeared JOSEPH J. CALLAHAN, 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.

J. Hodge Smith
J. HODGE SMITH *Notary Public.*

NOTARY PUBLIC BALTIMORE COUNTY, MD.

Recorded July 8th. 1947 at 9:00 A.M.

FORM APPROVED.....
READY FOR RECORD.....

(2)

STATE OF MARYLAND

Loan No.

COUNTY MORTGAGE

PAUL J. BOTHE

TO

WASHINGTON IRVING TRUST COMPANY

Received for Record July 8, 1947, at 9:00 o'clock A. M. Same day recorded in Liber No. JHH 416 Folio 427, etc., one of the Mortgage Records of Anne Arundel County and examined per John A. Dreschler, Clerk.

Cost of Records, $ 9.00

No. _____
Insured under Section 603 of
The National Housing Act and
Regulations of the Federal Housing
Commissioner for War Housing Insurance

Dated March 31, 1941

as amended _____

FEDERAL HOUSING COMMISSIONER

By _____
(Authorized agent)

Date _____

Reference is made to the Act and to the Regulations thereunder covering assignments of the insurance protection on this note.

U. S. GOVERNMENT PRINTING OFFICE 16—20920-1

500—1-54.

LIBER 101 PAGE 123

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

PAUL J. BOTHE

IN THE

ANNE ARUNDEL
Circuit Court for ~~Baltimore~~ County

IN EQUITY.
No. 11,350

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of The County Trust Company

under the mortgage from the said Paul J. Bothe

to Washington Irving Trust Company

dated the 26th day of June 19 47, and recorded among the Land Records of ~~Baltimore~~ Anne Arundel County in Liber J.H.H. No. 416 Folio 427

Amount of loan	$6,000.00
Less - amount paid on principal	1,160.99
	4,839.01
Plus - unpaid interest to 6/7/1955	148.39
Plus - overdraft in escrow account	63.92
	5,051.32

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

I HEREBY CERTIFY, that on this 6th day of June in the year nineteen hundred and fifty-five, before me, the subscriber a Notary Public of the State of Maryland, in and for said ~~County~~ City of Baltimore, personally appeared Joseph J. Callahan, Agent for The County Trust Company holder of the Mortgage

~~the party~~ 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.

CLARA M. LINK NOTARY PUBLIC BALTIMORE CITY

Clara M. Link

Clara M. Link - Notary Public

Filed 7 June, 1955.

6

~~Mortgage~~ Attorney's Bond.

LIBER 101 PAGE 124

I-369

No. 11,350 Equity

174355

227 ST. PAUL STREET
BALTIMORE, MD

NEW AMSTERDAM CASUALTY COMPANY

60 JOHN STREET
NEW YORK, N.Y.

Know All Men by These Presents:

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

Sealed with our seals, and dated this 3rd day of June in the year nineteen hundred and fifty-five.

Whereas, the above bounden Walter S. Calwell Attorney named in Mortgage

by virtue of the power contained in a Mortgage from Washington Irving Trust Company to Paul J. Bothe

bearing date the 26th day of June nineteen hundred and forty-seven and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 416, Folio 427, and

is about to sell the land and premises described in said Mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

Now the Conditions of this Obligation are Such, That if the above bounden 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. Kirk

Attest: Alvin E. Leroy

Assistant Secretary Alvin E. Leroy

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

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By G. Lee Burgess
Vice-President G. Lee Burgess

Approved this 7 June, 1955
John H. Hopkins, 3rd, Clerk

Filed 7 June, 1955.

7

LIBER 101 PAGE 125

No. 11,350 Equity

MILITARY AFFIDAVIT

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 8th day of July 19 55 before me, the subdcriber, a Notary Public, in and for the City of Baltimore, State of Maryland aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law that the Defendant PAUL J. BOTHE against whom foreclosure proceedings were instituted is not in the Military Service of the United States, or of any Nation with which the United States is allied in the present war, that he has not been ordered to report for induction under the Selective Training and Service Act of 1940, that he is not a member of the Enlisted Reserve Corps, and has not been ordered to report for service therein, [redacted], and that the Affiant's sources of information was the family of the Defendant.

Walter S. Calwell

Walter S. Calwell - Affiant

Clara M. Link

Clara M. Link - Notary Public

Filed 15 June, 1955

CALLAHAN and CALWELL,
Solicitors
Baltimore Federal Building,
Baltimore 2, Maryland

ATTORNEY'S SALE
OF
VALUABLE LEASEHOLD PROPERTY

NO. 4929 (FOMERLY 229) BROOKWOOD ROAD, BROOKLYN, SECTION FIFTH DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND.

Under and by virtue of the power and authority contained in a Mortgage from Paul J. Bothe to Washington Irving Trust Company, dated June 26, 1947 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 416, Folio 427, (default having occurred thereunder) the undersigned, Attorney Named in Mortgage, will sell at Public Auction at the Court House Door, in Annapolis, on

TUESDAY, JUNE 7TH, 1955,

AT 2 P.M.

all that leasehold lot of ground and improvements situate and lying near Brooklyn, Anne Arundel County, and described as follows:—

Being known and designated as Lot No. 76 as laid down and shown on the Plat of Brookwood, which Plat is duly recorded among the Land Records of Anne Arundel County in Cabinet No. 3 Rod E-4 Plat No. 10, known as No. 4929 (formerly 229) Brookwood Road.

Subject to the payment of an annual ground rent of $78.00.

The improvements whereon consist of a 2 story brick row, 2 family dwelling, containing 6 rooms and 2 baths, with full basement and modern facilities.

TERM 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 settlement.

WALTER S. CALWELL,
Attorney Named in Mortgage
E. T. Newell & Co., Auctioneers.

ju-2

LIBER 101 PAGE 126

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY (In Equity)
PAUL J. BOTHE	:	Docket
	:	No. 11,350

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated June 26th, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 416 folio 427 from said Paul J. Bothe to Washington Irving Trust Company, which

Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland-Gazette" "Evening Capital" newspapers published in Anne Arundel County, for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the

7th day of June, 1955 at Two P.M. (E.D.T.)
at the Court House Door, in Annapolis
attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County

known and designated as Lot No. 76 as laid down and shown on the Plat of Brookwood, which Plat is duly recorded among the Land Records of Anne Arundel County in Cabinet No. 3 Rod E-4 Plat No. 10, the improvements whereon are known as No. 4929 (formerly 229) Brookwood Road, more particularly and at length described in the aforementioned Mortgage and advertisement of sale, a copy of which is attached hereto.

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

Filed 15 June, 1955.

9

The property was sold to The County Trust Company at and for the sum of Fifty-two Hundred fifty ($5250.00) Dollars, subject to the payment of the annual ground rent of Seventy-eight ($78.00) 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 8th day of June, 1955 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE CITY

Clara M. Link

Clara M. Link - Notary Public

LIBER 101 PAGE 128

ORDER NISI

Walter S. Calwell,
Attorney Named in Mortgage

versus

Paul J. Bothe

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,350 Equity

Ordered, this 15 day of June, 19 55, That the sale of the Property in these Proceedings mentioned, made and reported by Walter S. Calwell, Attorney Named in Mortgage, ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 18 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 18 day of July next.

The report states that the amount of sales to be $5,250.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

Filed 15 June, 1955.

(Final Order)

Walter S. Calwell,
Attorney Named in Mortgage

versus

Paul J. Bothe

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 19th day of July, 19 55, that the sale made and reported by the ~~Trustee~~ attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

Filed 19 July, 1955.

11

LIBER 101 PAGE 129

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,350 Equity
WALTER S. CALWELL, Attorney Named in Mortgage

vs.

PAUL J. BOTHE

Ordered, this 15th day of June, 1955, That the sale of the Property in these Proceedings mentioned, made and reported by Walter S. Calwell, Attorney Named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 18th 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 18th day of July next.

The report states that the amount of sales to be $5,250.00

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

jy-7

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 15, 1955

We hereby certify, that the annexed

Order Nisi - Sale

Eq. #11,950.

Paul J. Bothe

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once ~~a week~~ Time for 1 ~~successive~~ weeks before the 18th day of July, 1955. The first insertion being made the 16th day of June, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tulghman

No. E. C. .....

12

Filed 15 July, 1955

LIBER 101 PAGE 130

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,350 Equity
WALTER S. CALWELL, Attorney Named in Mortgage
vs.
PAUL J. BOTHE

Ordered, this 15th day of June, 1955, That the sale of the Property in these Proceedings mentioned, made and reported by Walter S. Calwell, Attorney Named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 18th 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 18th day of July next.

The report states that the amount of sales to be $5,250.00

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

jy-7

OFFICE OF
Maryland Gazette
Published by
THE CAPITAL-GAZETTE PRESS, INC.
(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 15, 1955

We hereby certify, that the annexed

Order Nisi - Sale
Eq. 11,350.
Paul J. Bothe

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 18th day of July, 1955. The first insertion being made the 23rd day of June, 1955

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tulghman

13
No. 8149

Filed 15 July, 1955.

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
VS.
Paul J. Bothe

In the
Circuit Court
For
Anne Arundel County
No. 11,350 Equity

To the Honorable, the Judges of said Court:

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

September 2, 1955

All of which is respectfully submitted.

Laura R. Jinkling
Auditor.

Filed 14 Sept., 1955.

Dr. Walter C. Calwell, Attorney named in Mortgage, vs. Paul J. Bothe in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	188	63	238	63
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	25	75		
Auditor - stating this account	13	50	49	25
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		
New Amsterdam Casualty Co. - bond premium	22	00		
E. T. Newell & Co. - auctioneer's fee	25	00		
One-half Federal documentary stamps	3	03		
One-half State documentary stamps	3	02		
Clara M. Link - notary fees	1	25	103	30
To Attorney for Ground Rent, viz: Semi-annual ground rent due 6/15/55 - 5 months 22 days	37	34	37	34
To The County Trust Company, holder of the mortgage filed in these proceedings- this balance on account mortgage claim	4,919	16	4,919	16
			5,347	68
Amount of mortgage claim filed	5,051	32		
Cr. Amount allowed above	4,919	16		
Balance subject to decree in personam	132	16		

with Walter C. Calwell, Attorney named in Mortgage Cr.

1955				
June	7	Proceeds of Sale	5,250 00	
		Interest on deferred payment to 7/20/55	37 62	5,287 62
		Refund 1955 State and County taxes adjusted to 6/7/55	60 06	60 06
				5,347 68

LIBER 101 PAGE 134

ORDER NISI

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

Paul J. Bothe

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,350 Equity.

ORDERED, This 14 day of September, 19 55, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 24 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 24 day of October next.

Filed 14 Sept. George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 25th day of October, 19 55, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge

Filed: 25 Oct. 1955

17

LIBER 101 PAGE 135

OFFICE OF
Maryland Gazette
Published by
THE CAPITAL-GAZETTE PRESS, INC.
(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
NO. 11,350 EQUITY

Order Nisi

WALTER S. CALWELL,
Attorney named in Mortgage,
versus
PAUL J. BOTHE.

Ordered, this 14th day of September, 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 24th 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 24th day of October next.

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

o-6

18

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 10, 1955

We hereby certify, that the annexed

Order Nisi Eq. 11,350
Auditor Account

Paul J. Bothe

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 24th day of October, 1955. The first insertion being made the 22nd day of September, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By A. Tilghman

Filed 21 Oct., 1955.

LIBER 101 PAGE 136

IN THE MATTER OF	:	No. 11,325 EQUITY
THE SALE	:	
OF	:	IN THE
REAL ESTATE OF	:	CIRCUIT COURT
JAMES F. DICKSON and	:	FOR
ELIZABETH V. DICKSON, his wife,	:	ANNE ARUNDEL COUNTY

Mr. Clerk:

Please docket this suit and file the attached mortgage from James F. Dickson and Elizabeth V. Dickson, his wife, to The Farmers National Bank of Annapolis dated September 8, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 588, folio 485.

R. Tilghman Brice, III
Attorney named in the mortgage

Filed 20 apr., 1955.

RECORDATION TAX ACT OF 1947 $5.50 $5.50
RECORDATION TAX ACT OF 1947 $5.50 $5.50
RECORDATION TAX ACT OF 1947 $5.50 $5.50

No. 11,325 Equity

This Mortgage, Made this — — - Eighth - - - - - - day of September in the year nineteen hundred and fifty, by and between JAMES F. DICKSON and ELIZABETH V. DICKSON, his wife, -

Mortgagors of Anne Arundel County, - - - - - - - - - - - - - - - - - - in the State of Maryland, of the first part, and THE FARMERS NATIONAL BANK OF ANNAPOLIS, a body corporate, of Anne Arundel County, State of Maryland, - - - - Mortgagee , of the second part., Witnesseth:

WHEREAS, the said parties of the first part, James F. Dickson and Elizabeth V. Dickson, his wife, are justly and bona fide indebted unto the said The Farmers National Bank of Annapolis in the full and just sum of FIFTEEN THOUSAND ($15,000.00) DOLLARS, for the payment whereof, the said parties of the first part have passed to the said The Farmers National Bank of Annapolis their joint and several promissory note of even date herewith in the amount of Fifteen Thousand ($15,000.00) Dollars, payable Eight (8) years after date, with interest thereon at the rate of Five (5%) per cent per annum; to be repaid at the rate of One Hundred Eighty-nine Dollars and Ninety Cents ($189.90) monthly, said payments to be applied first to interest due on the current unpaid balance of the principal, and remainder of payment to be applied to the reduction of the principal; first of said payments to be due and payable One (1) month from the date hereof.

IT IS AGREED AND UNDERSTOOD by and between the parties hereto that the said parties of the first part shall have the right and privilege of making larger payments on account of the said principal sum at any payment due date.

IT IS FURTHER AGREED AND UNDERSTOOD by and between the parties hereto that any balance due on the said principal sum aforesaid at the end of Eight (8) years shall be due and payable on the - Eighth - - - day of September, 1958.

IT IS FURTHER AGREED AND UNDERSTOOD by and between the parties hereto that a failure on the part of the said parties of the first part, their heirs, personal representatives, or assigns, to make the payments herein set out shall constitute a default under this mortgage, and no waiver of any one breach of any covenant herein shall be construed to constitute a waiver of the covenant itself, or any subsequent breach thereof; and

WHEREAS, the execution of this mortgage to secure the payment of the said sum of Fifteen Thousand ($15,000.00) Dollars, plus interest thereon, was a condition precedent to said loan.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagor s, James F. Dickson and Elizabeth V. Dickson, his wife, - do - - grant and convey unto the said Mortgagee, The Farmers National Bank of Annapolis, its successors- - - - - - - - - heirs and assigns, in fee simple, all those- - - - - - - - - lot s- - - or parcels - - - of ground situate and lying in the Second Election District of Anne Arundel County, State of Maryland, and described as follows, that is to say:

Lots Nos. SIXTY (60) and SEVEN (7) and a part of Lot No. SIX (6) of Section Four (4) as shown on the plat of "Bay Ridge", Anne Arundel County, said part of Lot No. 6 described as follows:

BEGINNING for the same on the Southwest side of River Drive at a distance of

Filed 20 Apr., 1955

150.17 feet Northwest from the corner formed by the intersection of the Northwest side of Bagby Path and the Southwest side of River Drive, and running thence Northwesterly binding on the Southwest side of River Drive 25 feet to the Southeast corner of Lot No. 7 of Section 4 as shown on the plat of Bay Ridge; and running thence Southwest binding on the division line between Lot No. 6 and Lot No. 7 in said Section 4 as shown on said plat, 147.70 feet to the Northeasternmost corner of Lot No. 61 in said Section 4 on said plat; and running thence Southeast and binding on the division line between Lots Nos. 6 and 61 in said Section 4 on said plat, 25 feet; and thence running by a straight line Northeast about 148 feet 7½ inches to the place of beginning. Being and intended to be the Northwestmost 25 feet of Lot No. 6 of Section 4 on said plat of "Bay Ridge". Subject to an easement over a 5 foot strip of ground to the rear line of said lots for the purpose of drains, water mains, gas mains, poles to carry wires to conduits for wires, etc.

Being the same property conveyed to James F. Dickson and Elizabeth V. Dickson, his wife, by Fannie I. Leese, Widow, Lorraine Leese Good and Norman C. Good, her husband, Martin Norman Leese and Bertha B. Leese, his wife, and William Earl Leese, and Mildred V. Leese his wife, by Deed dated the 13th day of September, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 338, folio 476.

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

TO HAVE AND TO HOLD the aforesaid parcels of ground and premises unto and to the proper use and benefit of the said Mortgagee , The Farmers National Bank of Annapolis, its- successors, heirs and assigns, forever.

PROVIDED, that if the said Mortgagors aforesaid, their- heirs, personal representative or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Fifteen Thousand ($15,000.00)- - - - - - - - - - - - - - Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is further agreed that, until default be made in the premises, the said Mortgagors aforesaid 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 aforesaid 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 of either of them, at any

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

AND the said Mortgagors, for themselves, their- - heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisements 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 commissions the said Mortgagors for themselves, their- - - heirs, personal representatives and assigns, do - - hereby - - - - - - covenant to pay, and the said Mortgagee, its- - - - - successors, heirs, personal representatives or assigns, or R. Tilghman Brice, III, their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same is 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, as aforesaid for themselves, their- - - - - - - - heirs, personal representatives, and assigns, do - - - - - - further covenant to insure with such coverage as may be required from time to time by the Mortgagee, its- - - - successors, heirs, personal representatives or assigns, and pending the existance of this Mortgage, to keep insured in some good company or companies satisfactory to the Mortgagee, its- - - - - - - - - - successors, heirs, personal representatives, or assigns, the improvements on the hereby mortgaged land to the amount of Fifteen Thousand ($15,000.00)- - - - - - - - - - - - - Dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, or other loss, to inure to the benefit of the said Mortgagee, its- - - - - - - - successors, heirs, personal representatives, or assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, its- - - - successors, heirs, personal representatives, or assigns.

IT being understood and agreed that if the Mortgagors, their- - - - heirs, personal representatives, or assigns, fails to pay any taxes and/or insurance premiums, the Morgagee, its- - - - successors, heirs, personal representatives, or assigns, may in their discretion pay the same and charge said taxes and/or insurance premiums to the mortgage indebtedness.

WITNESS the hands and seals of the said Mortgagors.

Test:

Beatrice A. Velenovsky

James F. Dickson (SEAL)

Elizabeth V. Dickson (SEAL)

(SEAL)

(SEAL)

STATE OF MARYLAND, Anne Arundel - - - - - - - - - - - COUNTY, TO WIT:

I Hereby Certify, that on this -- *Eighth* -- day of September - - - - - - in the year nineteen hundred and fifty, - - - - - before me, the subscriber, a Notary Public- - - -of the State of Maryland, in and for the County aforesaid, personally appeared JAMES F. DICKSON and ELIZABETH V. DICKSON, his wife, -

the Mortgagor s named in the aforegoing Mortgage and they acknowledged the aforegoing Mortgage to be their- - - act. At the same time also appeared Daniel H. Nichols, Cashier of THE FARMERS NATIONAL BANK OF ANNAPOLIS, a body corporate, Mortgagee, - - - - - - - - and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth; and further made oath in due form of law that he is the Agent of the Mortagee and duly authorized to make this affidavit.

AS witness my hand and Notarial Seal.

Beatrice A. Velenovsky
Beatrice A. Velenovsky
NOTARY PUBLIC

Recorded Sept. 9th. 1950 at 11:10 A.M.

MORTGAGE

FROM

JAMES F. DICKSON

ELIZABETH V. DICKSON,
his wife,

TO

THE FARMERS NATIONAL BANK
OF ANNAPOLIS

Lots Nos. 60, 7 and part of 6 of Section 4 of Bay Ridge, Second Election District of Anne Arundel County, Md.

Received for Record *Sept 9*, 19*50*,
at *11-10* o'clock *A* M. Same day recorded
in Liber *JHH* No. *588* Folio *485*, &c.,
one of the Land Records of *A.A. Co.*
examined per
John H. Hopkins 3rd, Clerk.
Cost of Record, $ *4.75*

R. TILGHMAN BRICE, III
ATTORNEY AND COUNSELOR AT LAW
LEE BUILDING — 8 CHURCH CIRCLE
P. O. BOX 123
ANNAPOLIS, MARYLAND

IN THE MATTER OF THE	NO. 11,325	EQUITY
SALE OF THE		IN THE
MORTGAGED REAL ESTATE		CIRCUIT COURT
OF		FOR
JAMES F. DICKSON and ELIZABETH V. DICKSON, his wife,		ANNE ARUNDEL COUNTY

STATEMENT OF CLAIM OF THE FARMERS NATIONAL BANK OF ANNAPOLIS

Amount due on mortgage from James F. Dickson and Elizabeth V. Dickson, his wife, to The Farmers National Bank of Annapolis, dated the 8th day of September 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 588, folio 485	$9,913.51
Interest from January 5, 1955, to May 17, 1955	181.75
	$10,095.26

STATE OF MARYLAND, Anne Arundel County, to-wit:

I HEREBY CERTIFY, That on this 10th day of May in the year nineteen hundred and fifty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared CARY L. MEREDITH, Cashier of THE FARMERS NATIONAL BANK OF ANNAPOLIS, and made oath in due form of law that there is due and owing the said The Farmers National Bank of Annapolis, the sum of NINE THOUSAND NINE HUNDRED THIRTEEN DOLLARS and FIFTY-ONE CENTS ($9,913.51) and interest at the rate of Five (5%) percent per annum from the 5th day of January 1955, on the above entitled mortgage which is held by the said The Farmers National Bank of Annapolis.

AS WITNESS my hand and Notarial Seal.

Margaret V. Phillips

Margaret V. Phillips - NOTARY PUBLIC

Filed 11 May, 1955.

6

Jud. 14073.

LIBER 101 PAGE 142

MORTGAGEE OR ATTORNEYS' BOND

No. 11,325 Equity

Know all Men by these Presents:

THAT WE R. T. Brice III, Attorney for Farmers National Bank

of Annapolis, Maryland

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Twenty-five Thousand ---------- *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* 16 th *day of* May *in the year of our Lord nineteen hundred and* Fifty-five

WHEREAS, the above bounden R. T. Brice III, Attorney for Farmers National Bank *by virtue of a power contained in a mortgage from* James F. Dickson and Wife

to Farmers National Bank,

dated Sept. 8, 1950 *and recorded in Liber* J. H. H. *No.* 558 *folio* 485 *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 R. T. Brice III, Attorney for Farmers National Bank, *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
Eleanor L. Owings

R. Tilghman Brice, III [SEAL]

MARYLAND CASUALTY COMPANY

Per Chas. F. Lee, President

of Chas. F. Lee & Co., Inc., Agents.

ATTEST:
Marie Bethel
Marie Bethel *Secretary*

Approved this 16 May, 1955.
John H. Hopkins, 3rd, Clerk.

Filed 16 May, 1955.

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

LIBER 101 PAGE 143

MORTGAGEE'S SALE

OF VALUABLE

Waterfront Property

LOCATED AT BAY RIDGE, ANNE ARUNDEL COUNTY, MARYLAND

By virtue of the power of sale contained in a mortgage from James F. Dickson and Elizabeth V. Dickson, his wife, dated September 8, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 588, folio 485; said mortgage being in default, I will offer to public sale at the Court House Door in the City of Annapolis on

Tuesday, May 17, 1955

AT 10:30 O'CLOCK A.M.

the following property:

Lots Nos. 60 and 7 and part of Lot No. 6 of Section 4 as shown on the Plat of Bay Ridge, Anne Arundel County, Maryland, recorded in Plat Book 3, Plat 44, said part of Lot No. 6 described as follows:

BEGINNING for the same on the southwest side of River Drive at a distance of 150.17 feet northwest from the corner formed by the intersection of the northwest side of Bagby Path and the southwest side of River Drive, and running thence northwesterly binding on the southwest side of River Drive 25 feet to the southeast corner of Lot No. 7 of Section 4 as shown on the plat of Bay Ridge; and running thence southwest binding on the division line between Lot No. 6 and Lot No. 7 in said Section 4 as shown on said plat, 147.70 feet to the northeasternmost corner of Lot No. 61 in said Section 4 on said plat; and running thence southeast and binding on the division line between Lots Nos. 6 and 61 in said Section 4 on said plat, 25 feet; and thence running by a straight line northeast about 148 feet 7½ inches to place of beginning. Being and intended to be the northwestmost 25 feet of Lot No. 6 of Section 4 on said plat of "Bay Ridge." Subject to an easement over a 5 foot strip of ground to the rear line of said lots for the purpose of drains, water mains, gas mains, poles to carry wires to conduits for wires, etc.

Being the same property conveyed to James F. Dickson and Elizabeth V. Dickson, his wife, by Fannie L. Leese, widow, Lorraine Leese Good and Norman C. Good, her husband, Martin Norman Leese and Bertha B. Leese, his wife, and William Earl Leese and Mildred V. Leese, his wife, by Deed dated September 13, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 338, folio 476.

This property overlooks the Chesapeake Bay and Severn River and is improved by a two story frame dwelling; being designated as No. 29 Decatur Avenue, Bay Ridge; said Lot No. 60, Section 4, fronting 50 feet on Decatur Avenue; said Lots Nos. 7 and part of 6, Section 4, fronting approximately 75 feet on River Drive.

TERMS OF SALE: A deposit of Two Thousand Five Hundred ($2,500.00) Dollars will be required of the purchaser on the day of sale, balance of purchase money, including interest at the rate of Six (6%) per cent, per annum, to be paid in cash on ratification of sale.

Taxes, insurance and all other assessments to be adjusted to day of sale.

For further particulars, inquire of the undersigned.

Filed 17 May 1955

R. TILGHMAN BRICE, III,
Attorney named in mortgage,
Lee Building, Annapolis, Maryland

8

LIBER 101 PAGE 144

This is to certify that L. have this day purchased the property described on the reverse side hereof from R. Tilghman Brice, III, Attorney named in Mortgage, at and for the price of Twenty thousand Seven Hundred fifty Dollars, and agree to comply with the terms of sale.

Mildred Jones Schutrumpf

Mrs. Mildred Jones SCHUTRUMPF
7541 Alaska Ave
Wash 12 D.C.

Rudolph 3-1976
Lowe 9-6430
Pur

This is to certify that I have this day sold to MILDRED JONES SCHUTRUMPF the property described on the reverse side hereof, at and for the price of Twenty Thousand Seven Hundred Fifty ($20,750.00) - - - - - - - - Dollars.

George W. Scible
Auctioneer

9

Filed 17 May, 1955.

IN THE MATTER OF THE	(	No. 11,325 EQUITY
SALE OF THE	)	
MORTGAGED REAL ESTATE	(	IN THE CIRCUIT COURT
OF	)	FOR
JAMES F. DICKSON and ELIZABETH V. DICKSON, his wife,	( )	ANNE ARUNDEL COUNTY

: : : : : : : : :

REPORT OF SALE

To the Honorable, the Judges of said Court:

The Report of Sale of R. Tilghman Brice, III, Attorney named in the mortgage filed in this case, respectfully shows:

That the said mortgage being overdue and in default, he did, after having given bond with surety duly approved by the Clerk of this Court, advertise the said property for sale on Tuesday, May 17, 1955, at 10:30 o'clock, A.M., by advertisement in the Evening Capital, a newspaper printed daily at Annapolis, Maryland, for more than three successive weeks before the day of sale, and also by handbills which he caused to be posted at the Court House door in the City of Annapolis, Maryland, and in pursuance of said notice, he did attend in person at the Court House door in the City of Annapolis, Maryland, on Tuesday, May 17, 1955, at 10:30 o'clock A.M., that being the time and place advertised for said sale, and did then and there offer said property mentioned in said mortgage filed in this case, which said mortgage is dated the 8th day of September 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 588, folio 485, said property being Lots Nos. 60 and 7 and part of Lot No. 6 of Section 4, as shown on the plat of Bay Ridge recorded among the Plat Records of Anne Arundel County in Plat Book No. 3, folio 44; said property being more particularly described in said mortgage, together with all improvements thereon and all appurtenants thereto, and did sell the property hereinabove described unto MILDRED JONES

Filed 17 May, 1955.

10

SCHUTRUMPF, at and for the sum of TWENTY THOUSAND SEVEN HUNDRED FIFTY ($20,750.00) DOLLARS, she being then and there the highest bidder therefor, and he files herewith one of the handbills of said sale upon which is endorsed a certificate of the Auctioneer as to said sale.

ALL of which is respectfully submitted.

R. Tilghman Brice, III
Attorney named in the mortgage

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

I HEREBY CERTIFY, That on this Seventeenth day of May in the year nineteen hundred and fifty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared R. TILGHMAN BRICE, III, Attorney named in the mortgage mentioned in these proceedings, and made oath in due form of law that the matters and things set out in the foregoing Report of Sale are true as therein stated, and that the sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Margaret V. Phillips NOTARY PUBLIC

//

LIBER 101 PAGE 147

ORDER NISI

In The Matter Of The Sale Of
Real Estate Of

~~Trustee~~

James F. Dickson and
Elizabeth V. Dickson, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,325 Equity

Ordered, this 17 day of May, 19 55, That the sale of the Property in these Proceedings mentioned, made and reported by R. Tilghman Brice, III, Attorney named in the Mortgage, ~~Trustees~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20 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 20 day of June next.

The report states that the amount of sales ~~was~~ was $ 20,750.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Filed 17 May, 1955.

In The Matter Of The Sale Of
Real Estate Of

~~Trustee~~

James F. Dickson and
Elizabeth V. Dickson, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 21st day of June, 1955, that the sale made and reported by the ~~Trustee~~ Attorney aforesaid, be and the same is hereby formerly Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

12

Filed 21 June, 1955.

R. TILGHMAN BRICE, III
Lee Building,
Annapolis, Maryland

MORTGAGEE'S SALE
OF VALUABLE WATERFRONT PROPERT LOCATED AT BAY RIDGE, ANNE ARUNDEL COUNTY

By virtue of the power of sale contained in a mortgage from James F. Dickson and Elisabeth V. Dickson, his wife, dated September 8, 1950, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 588, folio 495; said mortgage being in default, I will offer to public sale at the Court House Door in the City of Annapolis on

TUESDAY, MAY 17, 1955
AT 10:30 O'CLOCK A.M.

the following property:

Lots Nos. 60 and 7 and part of Lot No. 6 of Section 4 as shown on the Plat of Bay Ridge, Anne Arundel County, Maryland, recorded Plat Book 8, Plat 44, said part of Lot No 6 described as follows:

BEGINNING for the same on the southwest side of River Drive at a distance of 150.17 feet northwest from the corner formed by the intersection of the northwest side of Bagby Path and the southwest side of River Drive, and running thence northwesterly binding on the southwest side of River Drive 25 feet to the southeast corner of Lot No. 7 of Section 4 as shown on the plat of Bay Ridge; and running thence southwest binding on the division line between Lot No. 6 and Lot No. 7 in said Section 4 as shown on said plat, 147.70 feet to the northeasternmost corner of Lot No. 61 in said Section 4 on said plat; and running thence southeast and binding on the division line between Lots Nos. 6 and 61 in said Section 4 on said plat, 25 feet; and thence running by a straight line northeast about 148 feet 7½ inches to the place of beginning. Being and intended to be the northwestmost 25 feet of Lot No. 6 of Section 4 on said plat of "Bay Ridge." Subject to an easement over a 5 foot strip of ground to the rear line of said lots for the purpose of drains, water mains, gas mains, poles to carry wires to conduits for wires, etc.

Being The same property conveyed to James F. Dickson and Elisabeth V. Dickson, his wife, by Fannie L. Leese, widow, Lorraine Leese Good and Norman C. Good, her husband, Martin Normon Leese and Bertha B. Leese, his wife, and William Earl Leese and Mildred V. Leese, his wife, by Deed dated September 13, 1945, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 338, folio 478.

This property overlooks the Chesapeake Bay and Severn River and is improved by a two story frame dwelling; being designated as No. 29 Decatur Avenue, Bay Ridge; said Lot No. 60, Section 4, fronting 50 feet on Decatur Avenue; said Lots Nos. 7 and part of 6, Section 4, fronting approximately 75 feet on River Drive.

TERMS OF SALE: A deposit of Two Thousand Five Hundred ($2,500.00) Dollars will be required of the purchaser on the day of sale, balance of purchase money, including interest at the rate of Six (6%) per cent, per annum, to be paid in cash on ratification of sale.

Taxes, insurance and all other assessments to be adjusted to day of sale.

For further particulars, inquire of the undersigned.

R. TILGHMAN BRICE, III.
Attorney named in Mortgage,
Lee Building,
Annapolis, Maryland.

GEORGE W. SCIBLE, Auctioneer. m-12

OFFICE OF LIBER 101 PAGE 148

Evening Capital

Published by

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 17, 1955

We hereby certify, that the annexed

Mortgagee's Sale

James F. Dickson

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 17th day of May, 1955. The first insertion being made the 21st day of April, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Filed 20 June, 1955.

LIBER 101 PAGE 149

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY

No. 11,325 Equity

In The Matter Of The Sale Of Real Estate Of JAMES F. DICKSON and ELIZABETH V. DICKSON, His Wife.

Ordered, this 17th day of May, 1955, That the sale of the Property in these Proceedings mentioned, made and reported by

R. TILGHMAN BRICE, III,
Attorney named in the Mortgage,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th 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 20th day of June next.

The report ststes that the amount of sale was $20,750.00.

JOHN R. HOPKINS, 3rd, Clerk.

True Copy Test:
JOHN R. HOPKINS, 3rd, Clerk.

jn-9

Annapolis, Md., June 20, 1955

We hereby certify, that the annexed

Order Nisi

Eq. 11,325

James F. Dickson

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 20th day of June, 1955. The first insertion being made the 19th day of May, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By R. Tilghman

No. E.C. 2165

14

Filed 20 June, 1955

LIBER 101 PAGE 150

In the Case of

In the Matter of the Sale of
the Real Estate of
vs.
James F. Dickson
and
Elizabeth V. Dickson, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,325 Equity

To the Honorable, the Judges of said Court:

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

July 29, 1955

All of which is respectfully submitted.

Laura K. Dickerling
Auditor.

All of which is respectfully submitted.

Auditor.

15

Filed 1 Aug., 1955.

Dr. In the Matter of the Sale of the Real Estate of James F. Dickson and Elizabeth V. Dickson, his wife in ac.

To Attorney for Fee, viz:		200	00	
To Attorney for Commissions, viz:		656	15	856 15
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee		10	00	
Clerk of Court - Court costs		30	00	
Auditor - stating this account		36	00	
				76 00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale		55	00	
Capital-Gazette Press - handbills		12	90	
Capital-Gazette Press - order nisi (sale)		8	00	
Capital-Gazette Press - order nisi (acct)		6	00	
Maryland Casualty Co. - bond premium		100	00	
George W. Scible - auctioneer's fee		100	00	
One-half Federal documentary stamps		11	55	
One-hald State documentary stamps		11	55	
Margaret V. Phillips - notary fees		2	00	
				307 00
To Attorney for Taxes, viz:				
1955 State and County taxes ($209.23) - adjusted to 5/17/55		82	81	82 81
To Farmers National Bank of Annapolis, first mortgagee - in full for mortgage claim filed		10,095	26	10,095 26
To George W. Daw and Mary F. Daw, his wife, second mortgagees - in full for mortgage claim filed (Order 6/1/55), viz:				
Principal	$ 4,000.00			
Interest on $400.00 from 3/7/51 to 4/1/55 @ 4%	65.07			
Interest on $4,000.00 from 4/1/55 to 5/17/55 @ 4%	20.88			
		4,085	95	4,085 95

To James F. Hunt and Steve Foundas, Assignees of note secured by deed of Trust recorded J.H.H. 666 folio 276 (Order 5/31/55), viz:			
Principal	$ 4,185.00		
Interest (6%) from 6/8/54 to 5/17/55	236.45	4,421 45	4,421 45
To County Trust Company of Maryland, judgment creditor - in full for claim filed (Order 5/26/55), viz:			
Debt	$ 202.84		
Interest from 10/22/54 to 5/17/55	6.96		
Court costs	2.50		
Attorney's collectionfee	20.28	232 58	232 58
To James F. Dickson and Elizabeth V. Dickson, his wife, mortgagors - this balance		714 46	714 46
			20,871 66

with R. Tilghman Brice, III, Attorney named in Mortgage Cr.

1955				
May	17	Proceeds of Sale	20,750 00	
		Interest on deferred payment	121 66	20,871 66
				20,871 66

LIBER 101 PAGE 154

ORDER NISI

In the Matter of the Sale of the Real Estate of

~~VERSUS~~

James F. Dickson

and

Elizabeth V. Dickson, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,325 Equity.

ORDERED, This 1 day of August, 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 3 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 3 day of September next.

Filed 1 August, 1955 George J. Cromwell, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 7th day of September, 1955, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge

No. Equity.

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

Filed 7 Sept, 1955

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

In the Circuit Court for Anne Arundel County

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

LIBER 101 PAGE 155

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
NO. 11,325 EQUITY

In the Matter of the Sale of the Real Estate of
JAMES F. DICKSON and
ELIZABETH V. DICKSON, his wife.

Ordered, this 1st day of August, 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 3rd 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 3rd day of September next.

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

8-10

No. E.C. .....

19

CERTIFICATE OF PUBLICATION

Annapolis, Md. *September 6*, 19*55*

We hereby certify, that the annexed

Order Nisi

Auditor account

Eq. 11,325

James F. Dickson

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 *3rd* day of *September*, 19*55*. The first insertion being made the *2nd* day of *August*, 19*55*.

THE CAPITAL-GAZETTE PRESS, INC.

By *H. Tilghman*

Filed 6 Sept., 1955

LIBER 101 PAGE 156

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
RAYMOND D. CHILCOTE and	*	ANNE ARUNDEL COUNTY
FRANCES M. CHILCOTE, his wife	*	NO. 11,163 EQUITY

****

ORDER TO DOCKET SUIT

****

Mr. Clerk:

Please file the original mortgage in this foreclosure suit.

John Demyan

John Demyan, Jr.
Attorney named in the Mortgage

Filed 26 Oct, 1954

BOOK 637 PAGE 589

LIBER 101 PAGE 157

No. 11,163 Equity

PURCHASE MONEY

This Mortgage, Made this 15th day of August . 19 51.

by and between Raymond D. Chilcote and Frances M. Chilcote, his wife, - - - - - - - - -

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

WHEREAS, the said MORTGAGORS as a condition precedent to said loan have agreed to SHARES-PLAN ☐ A ☒ B ☐ C ☐ GI as herein indicated, and being the holder of -40- shares of unredeemed stock of said body corporate and a member thereof, have received from said body corporate an advance of $ 4,000.00 which is the par value of said shares of stock when fully paid up and completed, in the contemplation of the object and purpose of said Association, and in order to secure the full payment and completion of said shares of stock, said body corporate in accordance with its present constitution and by-laws, said MORTGAGORS have agreed to execute this Mortgage, the execution hereof being a condition precedent to said advance being made by said Association.

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

BEGINNING for the same at a pipe now set in the last or closing line of the parcel of land which by deed dated June 21, 1943 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 280, folio 323 was granted and conveyed by William T. Grieves unto Christian Grecht and Dora E. Grecht, his wife, which point of beginning is (with magnetic meridian now and hereinafter referred to the datum of June, 1943, distant South 54° 7' East 417.6 feet from a pipe now set at the beginning of said parcel of land granted and conveyed by Grieves unto Grecht, thence leaving the outlines of said last mentioned parcel of land and running North 35° 53' East 100 feet to an iron pipe now there set, thence South 54° 7' East 435.4 feet to the present shore of Curtis or Marley Creek thence running and binding on the meanderings of said shore line in a Westerly direction toa pipe now set at the intersection of said shore line of Curtis or Marley Creek with the said closing line of the said parcel of land granted and conveyed by Grieves unto Grecht aforementioned, and thence leaving said shore line and running and binding on said closing line of the land granted and conveyed by Grieves unto Grecht aforementioned, North 54° 7' West 300 feet to the place of beginning. Containing 85/100 acre, more or less, according to a survey and plat made and prepared by Edward Hall, Jr., County Surveyor, in Section, 1945, said Plat being recorded among the Land Records of Anne Arundel Coun ty.

Filed 26 Oct., 1954.

2

BEING the same property which the said Mortgagors acquired from Richard E. Gunther, Jr. and Lillian E. Gunther, his wife, by deed of even date herewith and intended to be recordedimmediately prior hereto.

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

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

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

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

AND the said MORTGAGORS, for themselves, their heirs, executors, administrators and assigns, covenant with the said MORTGAGEE, its successors and assigns, to pay and perform as follows, viz: to pay to the said MORTGAGEE, its successors and assigns, the monthly sum of $ 20.00 as dues at every regular monthly meeting of said MORTGAGEE until the full sum of the loan shall be repaid; and also pay at the time aforesaid, as interest, the monthly sum of $ 20.00 until the sum of one hundred dollars shall be repaid in monthly dues, then said monthly payments of interest shall be reduced fifty cents, and so on as often as one hundred dollars shall be so repaid in dues, the monthly payments of interest shall be reduced fifty cents; and to pay all public dues, monthly expenses and assessments for which the property hereby mortgaged may become liable when payable; and to pay all fines that may be imposed on him, them or it by said MORTGAGEE, in accordance with the by-laws, and to keep the improvements on said ground fully insured from loss by fire for the use of the MORTGAGEE.

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

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

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

AND the said MORTGAGORS for themselves, their personal representatives and assigns do further covenant to insure and pending the existence of this mortgage, to keep insured in some good company selected by the said MORTGAGEE, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least $ 4,000.00 and to cause the policy to be effected thereon, to be so framed or indorsed, as in case of fire, to inure to the benefit of said MORTGAGEE, to the extent of its lien or claim hereunder, and to deliver said policies to said MORTGAGEE, its successors and assigns.

WITNESS the hands and seals of the MORTGAGORS.

TEST:

Fred. W. Kuethe

Fred. W. Kuethe

Raymond D. Chilcote (SEAL)
Raymond D. Chilcote

(SEAL)
Frances M. Chilcote

Frances M. Chilcote (SEAL)

(SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 15th day of August, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Raymond D. Chilcote and Frances M. Chilcote, his wife - and acknowledged the foregoing mortgage to be their act. And at the same time also personally appeared Joseph D. Groh - the - - - President of THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION of Anne Arundel County, Maryland, Mortgagee, and made oath in due form of law, that the consideration named in the aforegoing mortgage, is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

FRED. W. KUETHE NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Fred. W. Kuethe
Fred. W. Kuethe Notary Public.

Recorded: August 17, 1951 at 9 A.M.

PURCHASE MONEY
Mortgage
FROM
RAYMOND D. CHILCOTE, and
FRANCES M. CHILCOTE, his wife
TO THE
GLEN BURNIE
SAVINGS AND LOAN ASSOCIATION
Of Anne Arundel County.

MORTGAGE ACCOUNT NO. 2819

Received for Record 17 Day of Aug 1951 at 9 A.M. and the same day recorded in Liber J.H.H. No. 637 Fol. 589 Land Records of Anne Arundel County.
John W. Hopkins Jr. Clerk

LAW OFFICE
JOHN DEMYAN, JR.
GLEN BURNIE, MARYLAND

Pd. 4.50

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

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

ATTEST:

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

..... Secretary.

By..... President.

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
RAYMOND D. CHILCOTE and	*	ANNE ARUNDEL COUNTY
FRANCES M. CHILCOTE, his wife	*	NO. [illegible] EQUITY

****
STATEMENT OF CLAIM
****

Advanced to Mortgage Loan		$ 4,000.00
Interest from the 30th day of January, 1954, to the 30th day of November, 1954.	$143.10	
Late fines from the 30th day of August, 1954, to the 30th day of November, 1954.	29.60	172.70
		$ 4,172.70
Dues Paid to Date		305.71
		$ 3,866.99

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

BY Fred W. Kuethe
Fred W. Kuethe - Secretary

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 22nd day of October, 1954; before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Fred W. Kuethe, Secretary of the Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate, and he made oath in due form of law that the aforegoing Statement of Claim or Account is true and correct as shown on the books of the Association.

WITNESS my hand and Notarial Seal.

Amelia M. Dubman

Notary Public

NOTARY PUBLIC

Filed 26 Oct., 1954.

6

LIBER 101 PAGE 162

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF RAYMOND D. CHILCOTE and FRANCES M. CHILCOTE, his wife.

vs.

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

EQUITY NO. 11,163

Military Affidavit

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY That, before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared John Demyan, Jr. Attorney named in the Mortgage and made oath in due form of law that he ~~(she)~~ knows the Mortgagors herein, and that to the best of his ~~(her)~~ knowledge, information and belief

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

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

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

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

John Demyan, Jr.
Affiant

Subscribed and sworn to before me this 5th day of October, 1954.

Amelia H. Tubman
Notary Public

Filed 3 Nov., 1954.

G 22056

GLOBE INDEMNITY COMPANY

HEAD OFFICE: NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

No. 11,163 Equity

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, John Demyan, Jr., as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Four Thousand Five Hundred Dollars current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this

WHEREAS by virtue of a power of sale contained in a mortgage from Raymond D. Chilcote and Frances M. Chilcote, his wife, to the Glen Burnie Savings and Loan Association, (No. 11,163 Equity) bearing date on or about August 15th, 1951, , the said John Demyan, Jr. is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part; and Whereas default has been made in the payment of the interest and principal aforesaid, and the said John Demyan, Jr. is about to execute said power and make sale of the property described as aforesaid in said mortgage;

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

SIGNED, sealed and delivered this 30th day of November, 1954, in the presence of

Margaret B. Hendrix

Margaret B. Hendrix, as to all

John Demyan, Jr. SEAL
Principal

GLOBE INDEMNITY COMPANY, a body corporate,

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

Surety

Approved this 30 Nov., 1954
John H. Hopkins, 3rd, Clerk

Filed 30 Nov. 1954.

GEORGE SCIBLE - - - - - - - - Auctioneer

JOHN DEMYAN, JR.
ATTORNEY AT LAW
16 Crain Highway
Glen Burnie, Maryland

LIBER 101 PAGE 164

MORTGAGE SALE

OF VALUABLE

Fee Simple Property

All that parcel of ground at Marley Creek, near Margate.

Property located at Marley Creek, near Margate, Fifth Election District of Anne Arundel County, State of Maryland.

Under and by virtue of the power of sale and authority contained in a Mortage from Raymond D. Chilcote and Frances M. Chilcote, his wife, dated August 15, 1951, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 637, folio 589 (default having occurred thereunder), the undersigned the attorney named in the mortgage, will sell at public auction, at the Court House door, (Church Circle Entrance), Annapolis, Maryland, on

TUESDAY, NOVEMBER 30th, 1954

AT 11 O'CLOCK A. M.

All that parcel of ground, situate, lying and being in Marley Creek, near Margate, Fifth Election District of Anne Arundel County, State of Maryland; and described as follows:

BEGINNING for the same at a pipe now set in the last or closing line of the parcel of land which by deed dated June 21, 1943 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 280, folio 323 was granted and conveyed by William T. Grieves unto Christian Grecht and Dora E. Grecht, his wife, which point of beginning is (with magnetic meridian now and hereinafter preferred to the datum of June, 1943-, distant South 54 degrees 7' East 417.6 feet from a pipe now set at the beginning of said parcel of land granted and conveyed by Grieves unto Grecht, thence leaving the outlines of said last mentioned parcel of land and running North 35 degrees 53' East 100 feet to an iron pipe now there set· thence South 54 degrees 7' East 435.4 feet to the present shore of Curtis or Marley Creek thence running and binding on the meanderings of said shore line in a Westerly direction to a pipe now set at the intersection of said shore line of Curtis or Marley Creek with the said closing line of the said parcel of land granted and conveyed by Grieves unto Grecht aforementioned, and thence leaving said shore line and running and binding on said closing line of the land granted and conveyed by Grieves unto Grecht aforementioned, North 54 degrees 7' West 300 feet to the place of beginning. Containing 85/100 acre, more or less, according to a survey and plat made and prepared by Edward Hall, Jr., County Surveyor, in September 1945, said Plat being recorded among the Land Records of Anne Arundel County.

BEING the same property which the said Raymond D. Chilcote and Frances M. Chilcote, his wife, acquired from Richard E. Gunther, Jr., and Lillian E. Gunther, his wife, by deed dated August 15, 1951 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 637, folio 587.

IMPROVEMENTS: One story frame dwelling.

TERMS OF SALE: A cash deposit of $300.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by The Circuit Court for Anne Arundel County, and to bear interest at 6% from date of sale to date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

JOHN M. DEMYAN,JR.,

9. Fri. 30 Nov. 1954 Attorney Named In Mortgage.

LIBER 101 PAGE 165

AUCTIONEER'S CERTIFICATE

November 30th, 1954

I HEREBY CERTIFY, that I have this date sold the the property described on the reverse side hereof unto Charles L. Pumphrey + Edna G. Pumphrey, his wife at and for the sum of $3800.00, they being at that figure the highest bidder therefor.

GEORGE W. SCIBLE
Auctioneer

PURCHASERS AGREEMENT

November 30th, 1954.

I HEREBY CERTIFY, that We Charles L + Edna G. Pumphrey, his wife, have purchased the property described on the reverse side hereof and agree to comply with the terms of sale; the purchase price being $3800.00.

Charles L Pumphrey

10

Filed 30 Nov, 1954.

LIBER 101 PAGE 166

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
RAYMOND D. CHILCOTE and		ANNE ARUNDEL COUNTY
FRANCES M.CHILCOTE,his wife	*	NO. 11,163 EQUITY

****
REPORT OF SALE
****

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of John Demyan,Jr,Attorney named in the Mortgage filed in these proceedings,respectfully shows:

That under and by virtue of a power of sale contained in a Mortgage from Raymond D. Chilcote and Frances M. Chilcote,his wife, to the Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate, dated August 15, 1951, and recorded among the Land Records of Anne Arundel County in Liber JHH 637, folio 589, the said John Demyan,Jr, Attorney named in the Mortgage,to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time,place,manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County,Maryland;and after having complied with all of the other requisites of the Mortgage and of the law for such cases made and provided, offered the property in said mortgage described at public auction at the Court House Door(Church Circle Entrance)Annapolis, Maryland on November 30th,1954 at 11 o'clock A.M., and then and there sold the said property to CHARLES L. PUMPHREY and EDNA G. PUMPHREY,his wife at and for the sum of Thirty Eight Hundred ($3,800.00) Dollars, they being at that figure the highest bidder therefor,said property being the following:

ALL that lot of ground situate, lying and being at Marley Creek, near Margate,Fifth Election District of Anne Arundel County, State of Maryland; and described as follows:

Filed 30 Nov., 1954.

11

BEING all that parcel of ground containing 85/100 of an acre,more or less,according to a survey and plat made by Edward Hall, Jr, County Surveyor, in September 1945; and said property is more fully described in a deed from Richard E.Gunther,Jr, and Lillian E.Gunther,his wife, to Raymond D.Chilcote and Frances M. Chilcote,his wife, by deed dated August 15,1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 637, folio 587.

AND the said Attorney further reports that he has received from the purchaser a deposit as required by the terms of said sale which are as follows:

TERMS OF SALE: a Cash deposit of $300.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest at 6% from date of sale to date of settlement.Taxes and all other expenses, including sanitary district,charges, if any, and all other assessments to be adjsuted to date of sale.

AND the said John Demyan,Jr, Attorney named in the Mortgage, states that the said sale was fairly made to the highest bidder aforesaid.

Respectfully submitted,

John Demyan,Jr, Attorney named in the Mortgage

STATE OF MARYLAND,ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY,that on this 30th day of November, 1954, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared John Demyan,Jr, Attorney named in the Mortgage, and he made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true to the best of his knowledge,information and belief.

WITNESS my hand and Notarial Seal.

Clarence C. Burnett
Notary Public

ORDER NISI

LIBER 101 PAGE 168

IN THE MATTER OF THE

MORTGAGED REAL ESTATE OF

~~XXXXXX~~

RAYMOND D. CHILCOTE and

FRANCES M. CHILCOTE, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,163 Equity

Ordered, this 30 day of November, 1954, That the sale of the Property in these Proceedings mentioned, made and reported by John Demyan, Jr., Attorney named in the Mortgage, ~~Trustees~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10 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 10 day of January next.

The report states that the amount of sale ~~XXXX~~ was $ 3,800.00.

John F. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Filed 30 Nov., 1954

IN THE MATTER OF THE

MORTGAGED REAL ESTATE OF

~~XXXXXX~~

RAYMOND D. CHILCOTE and

FRANCES M. CHILCOTE, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 17th day of January, 1955, that the sale made and reported by the ~~Trustees~~ Attorney aforesaid, be and the same is hereby Ratified and Confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustees~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

13

Filed 17 Jan., 1955.

JOHN DEMYAN, JR.,
ATTORNEY AT LAW
16 Crain Highway,
Glen Burnie, Maryland.

MORTGAGE SALE
OF VALUABLE
FEE SIMPLE PROPERTY

All that parcel of ground at Marley Creek, near Margate.

Property located at Marley Creek, near Margate, Fifth Election District of Anne Arundel County, State of Maryland.

Under and by virtue of the power of sale and authority contained in a Mortgage from Raymond D. Chilcote and Frances M. Chilcote, his wife, dated August 15, 1951, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 637, folio 589 (default having occurred thereunder), the undersigned the attorney named in the mortgage, will sell at public auction, at the Court House door, (Church Circle Entrance), Annapolis, Maryland, on

TUESDAY, NOVEMBER 30, 1954,
AT 11 O'CLOCK, A. M.

All that parcel of ground, situate, lying and being in Marley Creek, near Margate, Fifth Election District of Anne Arundel County, State of Maryland; and described as follows:

BEGINNING for the same at a pipe now set in the last or closing line of the parcel of land which by deed dated June 21, 1943 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 280, folio 323 was granted and conveyed by William T. Grieves unto Christian Grecht and Dora E. Grecht, his wife, which point of beginning is (with magnetic meridian now and hereinafter prefarred to the datum of June, 1943), distant South 54 degrees 7' East 417.6 feet from a pipe now set at the beginning of said parcel of land granted and conveyed by Grieves unto Grecht, thence leaving the outlines of said last mentioned parcel of land and running North 35 degrees 53' East 100 feet to an iron pipe now there set, thence South 54 degrees 7' East 435.4 feet to the present shore of Curtis or Marley Creek thence running and binding on the meanderings of said shore line in a Westerly direction to a pipe now set at the intersection of said shore line of Curtis or Marley Creek with the said closing line of the said parcel of land granted and conveyed by Grieves unto Grecht aforementioned, and thence leaving said shore line and running and binding on said closing line of the land granted and conveyed by Grieves unto Grecht aforementioned, North 54 degrees 7' West 300 feet to the place of begining. Containing 85/100 acre, more or less, according to a survey and plat made and prepared by Edward Hall, Jr., County Surveyor, in September 1945, said Plat being recorded among the Land Records of Anne Arundel County.

BEING the same property which the said Raymond D. Chilcote and Frances M. Chilcote, his wife, acquired from Richard E. Gunther, Jr. and Lillian E. Gunther, his wife, by deed dated August 15, 1951 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 637, folio 587.

IMPROVEMENTS: One story frame dwelling.

TERMS OF SALE: A cash deposit of $300.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by The Circuit Court for Anne Arundel County; and to bear interest at 6% from date of sale to date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

JOHN DEMYAN, JR.,
Attorney named in Mortgage.
GEORGE SCIBLE, Auctioneer. n-18

OFFICE OF
Maryland Gazette

LIBER 101 PAGE 169

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 3, 1954

We hereby certify, that the annexed

Mortgage Sale

Raymond D. Chilcote

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 30th day of November, 1954. The first insertion being made the 28th day of October, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed 6 Dec., 1954

LIBER 101 PAGE 170

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 3, 1955

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 11163

Raymond D. Chilcote

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 10th day of January, 1955. The first insertion being made the 9th day of December, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed 17 Jan., 1955.

No. M. G. 3797

15

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,103 Equity

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF RAYMOND D. CHILCOTE and FRANCES M. CHILCOTE, his wife.

Ordered, this 30th day of November, 1954, That the sale of the Property in these Proceedings mentioned, made and reported by John Demyan, Jr., Attorney named in the Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of January next.

The report states that the amount of sale was $3,800.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

d-30

In the Case of

In the Matter of the
Mortgaged Real Estate
of
~~VS~~
Raymond D. Chilcote
and
Frances M. Chilcote, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,163 Equity

To the Honorable, the Judges of said Court:

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

January 29, 1955

All of which is respectfully submitted.

Laura N. Jickling
Auditor.

Filed 2 Feb., 1955.

16

Dr. In the Matter of the Mortgaged Real Estate of Raymond D. Chilcote and Frances M. Chilcote, his wife

			in ac.	
To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	144	98	194	98
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	18	75		
Auditor - stating this account	13	50	42	25
To Attorney for Expenses, viz:				
Capital-Cazette Press - advertising sale	60	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Capital-Gazette Press - handbills	13	68		
Globe Indemnity Co. - bond premium	18	00		
George W. Scible - auctioneer's fee	25	00		
One-half Federal documentary stamps	2	20		
One-half State documentary stamps	2	20		
Amelia H. Tubman - notary fee	1	00		
Clemence C. Burwell - notary fee		50	136	58
To Attorney for Taxes, viz:				
1953 State and County taxes	41	85		
1954 State and County taxes ($46.80-adj)	42	90	84	75
To Glen Burnie Savings & Loan Ass'n of Anne Arundel County, mortgagee - this balance on account mortgage claim	3,374	11	3,374	11
			3,832	67
Amount of mortgage claim filed	3,866	99		
Cr. Amount allowed above	3,374	11		
Balance subject to decree in personam	492	88		

17

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

1954						
Nov.	30	Proceeds of Sale	3,800	00		
		Interest on deferred payment - one month	32	67	3,832	67
					3,832	67

LIBER 101 PAGE 174

ORDER NISI

In the Matter of the Mortgaged Real Estate ~~VERSUS~~ of Raymond D. Chilcote and Frances M. Chilcote, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,163 Equity.

ORDERED, This 2 day of February, 19 55, That the Report and Account of the Auditor, filed this day in the above entitled cause,

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

Filed 2 Feb 1955. John A. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 21st day of March, 1955, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge.

Filed 21 Mar. 1955.

LIBER 101 PAGE 175

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 18, 1955

We hereby certify, that the annexed

Order Nisi - Anne Arun. Co. Eq. 11163

Raymond D. Chiloote

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 March, 1955. The first insertion being made the 10th day of February, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed 19 Mar., 1955.

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,163 Equity

In The Matter Of The Mortgaged Real Estate Of RAYMOND D. CHILOOTE And FRANCES M. CHILOOTE, His Wife.

Ordered, this 2nd day of February, 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 14th 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 14th day of March next.

JOHN H. HOPKINS, 3rd., Clerk.

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

f-24

No. M.G. 5690

20

LIBER 101 PAGE 176

IN THE MATTER OF	:	IN THE
THE SALE OF THE MORTGAGED	:	CIRCUIT COURT
REAL ESTATE OF	:	FOR
EARL J. KURTH and LORETTA M. KURTH,	:	ANNE ARUNDEL COUNTY
his wife.	:	NO. 11120 EQUITY

: : : : : : : : :

Mr. Clerk:

Please docket this suit for foreclosure and file the original Mortgage as Exhibit "A" and the Statement of Mortgage Debt as Exhibit "B".

John S. Rouse Jr.

John G. Rouse, Jr.
Assignee for Purposes of
Foreclosure
18 West Street
Annapolis, Maryland

ROUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

Filed 20 Sept., 1954

V. 678

LIBER 676 PAGE 251

LIBER 101 PAGE 177
MARYLAND

No. 11,120 Equity

VA Form 4-6318 (Home Loan). April 1951. Use optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to RFC Mortgage Co.

MORTGAGE

THIS MORTGAGE, made this 8th day of April, A. D. 1952, by and between EARL J. KURTH and LORETTA M. KURTH, 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 FIFTY-SEVEN HUNDRED Dollars ($5700.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four per centum (4 %) per annum until paid, principal and interest being payable at the office of Baltimore Federal Savings and Loan Association, in Baltimore Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Thirty-four and 55/100 Dollars ($ 34.55), commencing on the first day of May, 1952, 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 April, 19 72. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of One Dollar ($1) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey, and assign unto the Mortgagee, its successors and assigns, all the following described property in Anne Arundel County, in the State of Maryland, to wit:

BEGINNING for the same at a monument heretofore set on the Northernmost side of Poplar Avenue as laid out thirty feet wide at a point distant South eighty-three degrees twenty-one minutes East three hundred fifty-nine feet from the point where the Northeast side of Hammonds Ferry Road is intersected by the Northernmost side of said Poplar Avenue and running thence with the Easternmost boundary of Lot #8 North six degrees thirty-nine minutes East three hundred twenty-six and sixty-seven one-hundredths feet to a monument heretofore set, thence running with part of the Northernmost boundary of Lot #8 North eighty-three degrees twenty-one minutes West eighty-nine feet thence running for a line of division across Lot #8 six degrees thirty-nine minutes West three hundred twenty-six and sixty-seven one-hundredths feet to the Northernmost side of the aforesaid Poplar Avenue; thence running with the Northernmost side of said Poplar Avenue South eighty-three degrees twenty-one minutes East eighty-nine feet to the place of beginning. Containing 0.667 acres more or less. Being the Easternmost eighty-nine feet of Lot #8 as shown on a Plat of Oscar M. Bulla land recorded in Plat Cabinet 3 Rod F-4 Plat 14.

BEING the same lot of ground which by Assignment dated of even date and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and assigned by The Bedford Holding Company to the herein Mortgagors.

FOR VALUE RECEIVED, Baltimore Federal Savings and Loan Association hereby assigns the foregoing mortgage and the debt thereby secured without recourse to FEDERAL NATIONAL MORTGAGE ASSOCIATION this 26th day of August, 19 52.

AS WITNESS: the signature of the said body corporate by the hand of Joseph M. Hiley its Vice President, and its corporate seal hereto affixed.

ATTEST

Joseph R. Schneider, Secretary

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

By

Joseph M. Hiley Vice, President

Exhibit A.

* Delete italicized words if Mortgagee is not a building and loan association.

16—49570-4

Filed 20 Sept., 1954

2

Filed as Equity # 11,120 sept. 20-54

LIBER 101 PAGE 178

Philadelphia, Pa.
August 20, 1954

LIBER 676 PAGE 252

The within Mortgage is hereby assigned to John G. Rouse, Jr., for the purpose of foreclosure proceedings.

Witness:

Oliver J. McCarron

FEDERAL NATIONAL MORTGAGE ASSOCIATION

BY _____
Arthur A. Gretz

Pursuant to Power of Attorney dated March 16, 1951, recorded June 13, 1951 in Liber J.H.H. 627, Folio 175.

Case V.

Received for Record 21 Day of Sept 1954, at 3:05 P M and the same day recorded in Liber J. H. H., No. 676 Fol. 254, Land Records of Anne Arundel County.

Clerk

JOHN H. HOPKINS, 3rd.

Pd. 7.5-4

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

Hot Point Electric Range	$200.00
7 Cu. Ft. Montgomery Ward-Deluxe Refrigerator	100.00
Westinghouse Laundromat	200.00

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 Sixty ($60.00) Dollars, payable half-yearly on the 8th days of April and October in each and every year.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

16—49590-5

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

1. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage note hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid the following sums:

(*a*) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.

(*b*) The aggregate of the amounts payable pursuant to subparagraph (*a*) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

(I) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums;
(II) interest on the indebtedness secured hereby; and
(III) amortization of the principal of said indebtedness.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. The Mortgagor agrees to pay a "late charge" not to exceed an amount equal to four per centum (4%) of any installment which is not paid within fifteen (15) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (*a*) of paragraph 1 preceding shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment for the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of (*a*) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under (*a*) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate of four per centum (4%) per annum from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at four per centum (4%) per annum and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

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

7. He will continuously maintain hazard insurance, of such type or types and amounts as the Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (*a*) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

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

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for thirty days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or 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:

Maurice F. Mackey, Jr.
MAURICE F. MACKEY, JR.

Earl J. Kurth [SEAL]
Earl J. Kurth

Loretta M. Kurth [SEAL]
Loretta M. Kurth

[SEAL]

[SEAL]

STATE OF MARYLAND, City of Baltimore to wit:

I HEREBY CERTIFY, That on this 8th day of April, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Earl J. Kurth and Loretta M. Kurth, 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.

Maurice F. Mackey, Jr.
MAURICE F. MACKEY, JR. Notary Public.

Recorded-16th-April-1952-at-1:30-P.M.

FORM APPROVED
READY FOR RECORD

Filed in Equity, Case #11120, Sept. 20-1954

STATE OF MARYLAND

Mortgage

FROM

EARL J. KURTH and

LORETTA M. KURTH, his wife

TO

BALTIMORE FEDERAL SAVINGS

AND LOAN ASSOCIATION

Received for Record April 16 1952, at 1-30 o'clock P.M.
Same day recorded in Liber 676 Folio 251 &c.,
one of the Land Records of
and examined per
Cost of Record, $, Clerk.

U. S. GOVERNMENT PRINTING OFFICE 16—49900-4

X-4678

LIBER 101 PAGE 181

5M—

SHORT ASSIGNMENT

OF MORTGAGE

FROM

BALTIMORE FEDERAL SAVINGS AND

LOAN ASSOCIATION

TO

FEDERAL NATIONAL MORTGAGE

ASSOCIATION

Received for Record 27 Aug 1952

at 9 o'clock A M. Same day

[illegible]ded in Liber J.W.H. No. 676

Folio 254 etc., one of the Land

R[illegible]rds of ~~Baltimore~~ Anne Arundel County, and examined.

Per

John W. Hopkins Jr.

Clerk.

Pd. 754

6

IBIT "B"

LIBER 101 PAGE 182

IN THE MATTER OF THE SALE	:	IN THE CIRCUIT COURT
OF THE MORTGAGED REAL ESTATE	:	FOR
OF	:	ANNE ARUNDEL COUNTY
EARL J. KURTH and LORETTA M. KURTH, his wife	:	NO. 11120 EQUITY
	:	
	:	

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

STATEMENT OF MORTGAGE DEBT

1.	Unpaid principal balance on 3-1-54	$5182.19
2.	Advances for account	-0-
3.	Unpaid interest on 1. above from 3-1-54 thru 8-17-54	96.16
		5278.35
4.	Less balance of deposits for taxes, insurance, etc.	51.90
5.	Net indebtedness to Federal Nat'l. Mtge. Assn.	5226.45
6.	Accruals to be added to indebtedness after 8-17-54	.5758

L. J. Shackleford

L. J. SHACKLEFORD

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF PHILADELPHIA) ss:

I HEREBY CERTIFY, that on this 20th day of August, 1954, before me, the subscriber, a Notary Public in and for the County and State aforesaid, personally appeared L. J. Shackleford, Chief, Fiscal Division, Philadelphia Agency, Federal National Mortgage Association, and made oath in due form of law that the above Statement of Mortgage Debt is correct to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Joseph Louis Rucci

NOTARY PUBLIC

NOTARY PUBLIC
My Commission Expires February 2, 1957

JOSEPH LOUIS RUCCI NOTARY PUBLIC PHILADELPHIA CO.

Exhibit "B"

Filed 20 Sept., 1954.

Jud. 14073.

LIBER 101 PAGE 183

MORTGAGEE OR ATTORNEYS' BOND

No. 11,120 County

Know all Men by these Presents:

THAT WE John G. Rouse, Jr.

of Annapolis, Md.

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Six thousand and ----------00/100 *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* 7th *day of* October *in the year of our Lord nineteen hundred and* fifty four

WHEREAS, the above bounden John G. Rouse, Jr.

by virtue of a power contained in a mortgage from Earl J. Kurth and Loretta M. Kurth, his wife

to Balto. Fed. Savings & Loan Asso., thereafter assigned to the Federal National Mortgage Asso., Phila., Pa.

dated April 8, 1952 *and recorded in Liber* J. H. H. *No.* 676 *folio* 251 *etc., one of the Land Record Books of* Anne Arundel County, Md. *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 John G. Rouse, Jr.

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

John G. Rouse [SEAL]

[SEAL]

MARYLAND CASUALTY COMPANY

Per Chas. F. Lee Jr. Resident

of Chas. F. Lee & Co., Inc., Agents

ATTEST: Edward C. Lee Secretary

Approved this 7 Oct 1954.
John H. Hopkins, 3rd, Clerk.

Filed 7 Oct 1954.

8

ROUSE AND MORTON
18 West Street,
Annapolis, Maryland

ASSIGNEE'S SALE

OF VALUABLE IMPROVED

Leasehold Property

Under and by virtue of a power of sale contained in a mortgage from EARL J. KURTH and LORETTA M. KURTH, his wife, to BALTIMORE FEDERAL SAVINGS & LOAN ASSOCIATION, dated April 8, 1952 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 676, Folio 251, which mortgage was short assigned to Federal National Mortgage Association and default having occurred thereunder was thereafter assigned to John G. Rouse, Jr., Assignee, for the purpose of foreclosure; the undersigned assignee will sell at public auction at the Court House door in the City of Annapolis on

TUESDAY, NOVEMBER 23, 1954

AT 11 O'CLOCK A.M.,

the following described parcel of land lying and being in the Fifth Election District of Anne Arundel County, State of Maryland.

Beginning for the same at a monument heretofore set on the Northernmost side of Poplar Avenue as laid out thirty feet wide at a point distant South eighty-three degrees twenty-one minutes East three hundred fifty-nine feet from the point where the Northeast side of Hammonds Ferry Road is intersected by the Northernmost side of said Poplar Avenue and running thence with the Easternmost boundary of Lot No. 8 North six degrees thirty nine minutes East three hundred twenty-six and sixty-seven one-hundredths feet to a monument heretofore set, thence running with part of the Northernmost boundary of Lot No. 8 North eighty-three degrees twenty-one minutes West eighty-nine feet thence running for a line of division across Lot No. 8 six degrees thrity-nine minutes West three hundred twenty-six and sixty-seven one-hundredths feet to the Northernmost side of the aforesaid Poplar Avenue; thence running with the Northernmost side of said Poplar Avenue South eighty-three degrees twenty-one minutes East eighty-nine feet to the place of beginning. Containing 0.687 acres more or less. Being the Easternmost eighty-nine feet to Lot No. 8 as shown on a Plat of Oscar M. Bulla land recorded in Plat Cabinet 3 Rod F-4 Plat 14.

The property is improved by a dwelling house and is known as 224 Poplar Avenue, Garland Park, Glen Burnie, Maryland. Subject to the payment of an annual ground rent of $60.00.

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 the date of sale.

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

JOHN G. ROUSE, Assignee,
18 West Street,
Annapolis, Maryland.

Filed 27 Nov., 1954

9

I hereby certify that at a public auction on Tuesday, November 23, 1954, at 11:00 A.M. at the Court House door in Annapolis, Maryland, I sold to the Federal National Mortgage Association, 700 Lincoln-Liberty Building, Philadelphia, Pennsylvania for the sum of Twenty-eight Hundred Fifty Dollars ($2,850.00), that being the highest bid obtainable certain leasehold property more particularly described as the reverse hereof. I further certify that the said sale was fairly made.

LIBER 101 PAGE 185

Auctioneer

I hereby certify that at a public auction on Tuesday, November 23, 1954, at 11:00 A.M. at the Court House door in Annapolis, Maryland, I purchased on behalf of the Federal National Mortgage Association, 700 Lincoln-Liberty Building, Philadelphia, Pennsylvania, the property described on the reverse hereof for the sum of Twenty-eight Hundred Fifty Dollars ($2,850.00).

James C. Watts Jr.
Agent for Purchaser

10

Filed 27 Nov., 1954.

IN THE MATTER OF THE SALE	:	IN THE CIRCUIT COURT
OF THE MORTGAGED REAL ESTATE	:	FOR
OF EARL J. KURTH and LORETTA	:	ANNE ARUNDEL COUNTY
M. KURTH, his wife	:	NO. 11120 EQUITY

::::::::

REPORT OF SALE

The Report of John G. Rouse, Jr., Assignee, Respectfully represents:

-1-

That pursuant to the power of sale contained in a mortgage from Earl J. Kurth and Loretta M. Kurth, his wife, to Baltimore Federal Savings and Loan Association dated April 8, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 676, folio 251, which mortgage was short assigned to Federal National Mortgage Association and default having occurred thereunder was thereafter assigned to the above-named assignee for the purpose of foreclosure, the said assignee 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 weekly newspaper, published in Anne Arundel County for twenty days before the sale did, pursuant to said notice, attend at the Court House door in the City of Annapolis on the Twenty-third day of November, 1954, at 11;00 A.M. and then and there proceed to sell said leashold property mentioned in these proceedings as follows:

> The following described parcel of land lying and being in the Fifth Election District of Anne Arundel County, State of Maryland:
>
> Beginning for the same at a monument heretofore set on the Northernmost side of Poplar Avenue as laid out thirty feet wide at a point distant South eighty-three degrees twenty-one minutes East three hundred fifty-nine feet from the point where the Northeast side of Hammonds Ferry Road is intersected by the Northernmost side of said Poplar Avenue and running thence with the Easternmost boundary of Lot No. 8 North six degrees thirty-nine minutes East three hundred twenty-six and sixty-seven one-hundredths feet to a monument heretofore set, thence running with part of the Northernmost boundary of Lot No. 8 North eighty-three degrees twenty-

ROUSE AND MORTON
ATTORNEYS AT LAW
BALTIMORE 2, MARYLAND

Filed 27 Nov., 1954.

11

one minutes West eighty-nine feet thence running for a line of division across Lot No. 8 six degrees thirty-nine minutes West three hundred twenty-six and sixty-seven one-hundredths feet to the Northernmost side of the aforesaid Poplar Avenue; thence running with the Northernmost side of said Poplar Avenue South eighty-three degrees twenty-one minutes East eighty-nine feet to the place of beginning. Containing 0.667 acres more or less. Being the Easternmost eighty-nine feet of Lot No. 8 as shown on a Plat of Oscar M. Bulla land recorded in Plat Cabinet 3, Rod F-4, Plat 14.

Said property is known as 224 Poplar Avenue, Garland Park, Glen Burnie, Maryland, and being subject to the payment of an annual ground rent of $60.00

-2-

He offered said premises for sale and sold the same to Federal National Mortgage Association at and for the sum of Twenty-eight Hundred Fifty Dollars ($2,850.00), it being then and there the highest bid for said property.

AND, as in duty bound, etc.

John G. Rouse Jr. Assignee
John G. Rouse, Jr., Assignee

STATE OF MARYLAND:

COUNTY OF ANNE ARUNDEL:

I HEREBY CERTIFY, That on this 23rd day of November, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid personally appeared JOHN G. ROUSE, JR., ASSIGNEE, 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 that said sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Dorothy L. Stockett
Notary Public

ROUSE AND MORTON
ATTORNEYS AT LAW
BALTIMORE 2, MARYLAND

LIBER 101 PAGE 188

ORDER NISI

In The Matter Of The Sale Of The Mortgaged Real Estate Of

~~Mortgagor~~

Earl J. Kurth and Loretta M. Kurth, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,120 Equity

Ordered, this 27 day of November, 1954, That the sale of the Property in these Proceedings mentioned, made and reported by John G. Rouse, Jr., Assignee, ~~Trustees~~,

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

The report states that the amount of sale ~~was~~ was $2,850.00.

John H. Harris, 3rd Clerk.

True Copy,

TEST: Clerk.

(Final Order) Filed 27 Nov., 1954.

In The Matter Of The Sale Of The Mortgaged Real Estate Of

~~Mortgagor~~

Earl J. Kurth and Loretta M. Kurth, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 15th day of January, 19 55 that the sale made and reported by the ~~Trustee~~ Assignee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

13 Filed 15 Jan., 1955.

ROUSE AND MORTON
18 West Street,
Annapolis, Maryland

ASSIGNEE'S SALE
OF VALUABLE IMPROVED LEASEHOLD PROPERTY

Under and by virtue of a power of sale contained in a mortgage from EARL J. KURTH and LORETTA M. KURTH, his wife to BALTIMORE FEDERAL SAVINGS & LOAN ASSOCIATION, dated April 8, 1952 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 676 Folio 251, which mortgage was short assigned to Federal National Mortgage Association and default having occurred thereunder was thereafter assigned to John G. Rouse, Jr., Assignee, for the purpose of foreclosure; the undersigned assignee will sell at public auction at the Court House door in the City of Annapolis on Tuesday, November 23, 1954, at 11 o'clock A. M., the following described parcel of land lying and being in the Fifth Election District of Anne Arundel County, State of Maryland.

Beginning for the same at a monument heretofore set on the Northernmost side of Poplar Avenue as laid out thirty feet wide at a point distant South eighty-three degrees twenty-one minutes East three hundred fifty-nine feet from th point where the Northeast side of Hammonds Ferry Road is intersected by the Northernmost side of said Poplar Avenue and running thence with the Easternmost boundary of Lot No. 8 North six degrees thirty-nine minutes East three hundred twenty-six and sixty-seven one-hundredths feet to a monument heretofore set, thence running with part of the Northernmost boundary of Lot No. 8 North eighty-three degrees twenty-one minutes West eighty-nine feet thence running for a line of division across Lot No. 8 six degrees thirty-nine minutes West three hundred twenty-six and sixty-seven one-hundredths feet to the Northernmost side of the aforesaid Poplar Avenue; thence running with the Northernmost side of said Poplar Avenue South eighty-three degrees twenty-one minutes East eighty-nine feet to the place of beginning.. Containing 0.667 acres more or less. Being the Easternmost eighty-nine feet to Lot No. 8 as shown on a Plat of Oscar M. Bulla land recorded in Plat Cabinet 3 Rod F-4 Plat 14.

The property is improved by a dwelling house and is known as 224 Poplar Avenue, Garland Park, Glen Burnie, Maryland. Subject to the payment of an annual ground rent of $60.00.

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 the date of sale.

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

JOHN G. ROUSE, Assignee,
18 West Street,
Annapolis, Maryland.

GEORGE SCIBLE, Auctioneer. n-18

OFFICE OF

Maryland Gazette

LIBER 101 PAGE 189

Published by

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 3, 1954

We hereby certify, that the annexed

Assignee's Sale

Earl J. Kurth

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 (2) successive weeks before the 23rd day of November, 1954. The first insertion being made the 28th day of October, 1954

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed 4 Dec., 1954.

IN THE MATTER OF THE SALE	:	IN THE CIRCUIT COURT
OF THE MORTGAGED REAL ESTATE	:	FOR
OF EARL J. KURTH and LORETTA	:	ANNE ARUNDEL COUNTY
M. KURTH, his wife	:	NO. 11,120 EQUITY

MILITARY AFFIDAVIT

STATE OF MARYLAND

ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 14th day of January, 1955, personally appeared before me, the subscriber, a Notary Public in and for the County and State aforesaid, John G. Rouse, Jr., Assignee, and made oath in due form of law that to the best of his knowledge and belief Earl J. Kurth and Loretta M. Kurth, against whom the above entitled foreclosure proceedings were instituted, were not at the time said proceedings were instituted and are not now in the Military Service of the United States, nor have they been ordered to report for induction under the Selective Training and Service Act of 1940, nor have they been ordered to report for Service in the Enlisted Reserve Corps, and that the affiant makes this affidavit on the basis of information obtained by Federal National Mortgage Association which information was made available to the affiant.

John G. Rouse Jr.
Affiant

Frances P. McWilliams
Notary Public

FRANCES P. McWILLIAMS NOTARY PUBLIC ANNE ARUNDEL CO. MD.

ROUSE AND MORTON
ATTORNEYS AT LAW
BALTIMORE 2, MARYLAND

15

Filed 14 Jan., 1955.

LIBER 101 PAGE 191

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 3, 1955

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 11120

Earle J. Kurth

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

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Pate

Filed 14 Jan., 1955.

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,120 Equity

In The Matter Of The Sale Of The Mortgaged Real Estate Of EARL J. KURTH And LORETTA M. KURTH, His Wife.

Ordered, this 27th day of November, 1954, That the sale of the Property in these Proceedings mentioned, made and reported by John G. Rouse, Jr., Assignee, 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 sales was $2,850.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

d-23

No. M. G. 3530

16

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of
Earl J. Kurth
and
Loretta M. Kurth, his wife

vs.

In the

Circuit Court

For

Anne Arundel County

No. 11,120 Equity

To the Honorable, the Judges of said Court:

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

February 11, 1955

All of which is respectfully submitted.

Laura K. Dickens
Auditor.

Filed 15 Feb., 1955.

17

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Earl J. Kurth and Loretta M. Kurth, his wife

in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	116	25	166	25
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	18	75		
Auditor - stating this account	13	50	42	25
To Attorney for expenses, viz:				
Capital-Gazette Press - advertising sale	50	00		
Capital-Gazette Press - handbills	12	50		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Maryland Casualty Co. - bond premium	24	00		
George W. Sdible - auctioneer's fee	25	00		
Clerk of Court - recording assignment		75		
One-half Federal documentary stamps	1	65		
One-half State documentary stamps	1	65		
Dorothy L. Stockett - notary fee		50		
Frances P. McWilliams - notary fee		50	130	55
To Attorney for Ground Rent, viz: Semi-annual ground rent of $30.00 due 10/8/54 adjusted - 46 days	7	55	7	55
To Federal National Mortgage Association, assignee of the mortgage filed in these proceedings, this balance on account mortgage claim	2,508	42	2,508	42
			2,855	02
Amount of mortgage claim filed	5,226	45		
Interest from 8/17/54 to 11/23/54 - 98 days - @ .5758	56	43		
	5,282	88		
Cr. Amount allowed above	2,508	42		
Balance subject to decree in personam	2,774	46		

18

with John G. Rouse, Jr., Assignee

			Dr.	Cr.
1954				
Nov.	23	Proceeds of Sale	2,850 00	2,850 00
		Refund 1954 State and County taxes ($48.32) - 38 days	5 02	5 02
				2,855 02

LIBER 101 PAGE 195

ORDER NISI

In the Matter of the Sale of

the Mortgaged Real Estate

~~VERSUS~~

of

Earl J. Kurth

and

Loretta M. Kurth, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,120 Equity.

ORDERED, This 15 day of February, 19 55, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 21 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 21 day of March next.

Test: 15 Feb 1955 Wm. T. Hopkins, 3rd, Clk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 22d day of March, 1955, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge

Filed 22 Mar 1955.

LIBER 101 PAGE 196

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 8, 1955

We hereby certify, that the annexed

Order Nisi.

Auditor Account

Eq. 11,120.

Earl J. Kurth

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 March, 1955. The first insertion being made the 17th day of February, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By B. Tilghman

Filed 9 Mar. 1955.

No. M.G. 6116

21

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,120 Equity

In The Matter Of The Sale Of The Mortgaged Real Estate Of EARL J. KURTH And LORETTA M. KURTH, His Wife.

Ordered, this 15th day of February, 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 21st day of March, next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once a each of three successive weeks before the 21st day of March next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

m-3

LIBER 101 PAGE 197

IN THE MATTER OF	:	IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE OF	:	
FRED DARWIN DAVIS AND	:	FOR
JANE E. DAVIS, HIS WIFE, AND	:	
LOUIS BARATTINI AND	:	ANNE ARUNDEL COUNTY
PEARL C. BARATTINI, HIS WIFE	:	EQUITY NO. 11,102

MR. CLERK:

Please docket this case and file the original Mortgages and Statement of Mortgage debt.

Samuel M. Ivrey

Samuel M. Ivrey, Assignee

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD

Filed 31 Aug., 1954.

Form No. 1—County Fee

LIBER 507 PAGE 91 LIBER 101 PAGE 198

No. 11,102 Equity

This Mortgage, made this Eighteenth day of December ,

in the year one thousand nine hundred and forty-eight , between

FRED DARWIN DAVIS and JANE E. DAVIS, his wife, and
LOUIS BARATTINI and PEARL C. BARATTINI, his wife, of

Anne Arundel County , in the State of Maryland, Mortgagor (s), and

Enterprise Federal Savings and Loan Association, of Annapolis, Md., a body corporate, duly incorporated, Mortgagee.

Whereas the said Enterprise Federal Savings and Loan Association, of Annapolis, Md., has this day loaned to the said Fred Darwin Davis and Jane E. Davis, his wife,

the sum of Three Thousand ($3,000.00) dollars,

being the balance of the purchase money for the Property herein described, which said sum the said Mortgagor(s) agree(s) to repay in installments with interest thereon from the date hereof, at the rate of ....6...% per annum, in the manner following:

By the payment of Thirty-three and thirty-three one hundredths ($33.33) 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, 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 Fred Darwin Davis and Jane E. Davis, his wife,

do(es) grant, convey and assign unto said Enterprise Federal Savings and Loan Association of Annapolis, Md., its successors and assigns, all those two lots , pieces , or parcels of ground situate, lying and being in Anne Arundel County, State of Maryland, and described as follows:

Beginning for the same at an iron pipe set on the west side of First Avenue, (40' Wide) said pipe being located South 22° 06' West, 233.65 feet from the corner formed by the south side of Watts Avenue and the west side of First Avenue; said point also being at the end of the first line of the first part of the conveyance from Julius C. Fry and Mary L. Fry to Benjamin Michaelson, Trustee, by deed dated August 10, 1940, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 220, folio 495; and running from thence and with the west side of First Avenue, South 22° 06' West, 105.2 feet to a pipe; thence leaving First Avenue and running with the south line of the second part of said conveyance, North 60° 07' West, 198 feet to a pipe; thence North 29° 53' East, 54.5 feet to a pipe and fence corner; thence with a line of fence, South 60° 07' East, 17 feet and North 29° 53' East, 48.9 feet to a pipe and fence corner; thence with the north line of the first part of the above mentioned conveyance, South 60° 07' East, 166.75 feet to the place of beginning.

Being all of the above mentioned conveyance from Fry to

Filed 31 Aug., 1954.

Michaelson excepting therefrom the area now lying in the bed of First Avenue and as surveyed by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor, in November, 1948.

And being the identical property conveyed from Benjamin Michaelson, Trustee for Gloria Barattini, to the above named Fred Darwin Davis and Jane E. Davis, his wife, by Deed of even date herewith which Deed is intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto, the said Louis Barattini and Pearl C. Barattini, his wife, joining in the execution of this Mortgage for the purpose of guaranteeing the said loan and the payment of this Mortgage.

FOR VALUE RECEIVED, the Enterprise Federal Savings and Loan Association, a body corporate, hereby assigns the above and within Mortgage unto Samuel M. Ivrey, Assignee, for the purpose of foreclosure and collection.

AS WITNESS its corporate Seal and the signature of R. Gardiner Chaney, its President, this 11th day of August, 1954.

ENTERPRISE FEDERAL SAVINGS & LOAN ASSOCIATION

ATTEST:

BY: R. Gardiner Chaney

Samuel M. Ivrey, Secretary

R. Gardiner Chaney, President

Assmt

Received for Record 31 Day Aug. 1954, at 2.30 P M and same day recorded in Liber J.B. No 501 Fol. 94, Land Records of Anne Arundel County.

1954 Clerk

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) Fred Darwin Davis and Jane E. Davis, his wife, and Louis Barattini and Pearl C. Barattini, his wife, for themselves, their heirs, personal representatives or assigns, covenant(s) with the said Enterprise Federal Savings and Loan Association of Annapolis, Md., as follows:

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

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

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

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

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

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

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the aforegoing covenants for thirty days, only, however, after notice and demand in either event having been served on the mortgagor(s) in person or by mail, to the mortgagors' last known address.

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

And the said mortgagor(s) consent(s) that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Section 720 to 732 inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898—or any supplement thereto—or this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said mortgagee, its successors or assigns, or by ~~Ben~~ Edward G. Chaney, 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 ~~three~~ fifty 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:

Edward G. Chaney
EDWARD G. CHANEY

Fred Darwin Davis (SEAL)
FRED DARWIN DAVIS

Jane E. Davis (SEAL)
JANE E. DAVIS

Louis Barattini Sr. (SEAL)
LOUIS BARATTINI

Pearl C. Barattini (SEAL)
PEARL C. BARATTINI

LIBER 507 PAGE 94

LIBER 101 PAGE 201

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this Eighteenth day of December, in the year one thousand nine hundred and forty-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Fred Darwin Davis and Jane E. Davis, his wife, and Louis Barattini and Pearl C. Barattini, his wife, the mortgagor(s) named in the aforegoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act.

At the same time also appeared Dr. 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.

Edward G. Chaney

Edward G. Chaney Notary Public.

My commission expires on May 2 1949

Recorded Dec. 31st. 1948 at 12:05 P.M.

FOR VALUE RECEIVED, I HEREBY ASSIGN THE ABOVE AND WITHIN MORTGAGE UNTO THE ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION, A BODY CORPORATE, OF THE UNITED STATES OF AMERICA.

AS WITNESS MY HAND AND SEAL THIS 1ST DAY OF DECEMBER, 1953.

WITNESS: Samuel M. Ivrey

SAMUEL M. IVREY

Edward G. Chaney Assignee (Seal)

EDWARD G. CHANEY

To be filed in Equity Case no. 11,102

Mortgage

FROM

FRED DARWIN DAVIS and JANE E. DAVIS, his wife LOUIS BARATTINI and PEARL C. BARATTINI, his wife

TO

ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MD.

Property First Ave., Odenton

Received for record 31 Dec. 1948 at 12:05 o'clock P. M.

Same day recorded in Liber J.H.H. No. 507 folio 91 &c. one of the Land Records of Anne Arundel County and examined per John H. Hopkins, 3rd Clerk.

Cost of Record $ 2

Received for Record 1 Dec. 1948 at 1:45 P.M. and the same day recorded in Liber J.H.H. No. 507 Fol. 94, Land Records of Anne Arundel County

JOHN H. HOPKINS, 3rd Clerk

Pd. 7.00 Paid

Property: Sarryn

Description approved

Received for Record 1 Dec. 1948 at 1:45 P.M. and the same day recorded in Liber J.H.H. No. 507 Fol. 94, Land Records of Anne Arundel County

Execution approved

FOR VALUE RECEIVED, the Enterprise Federal Savings and Loan Association, a body corporate, hereby assigns the above and within Mortgage unto Edward G. Chaney, Assignee, for the purpose of foreclosure and collection.

AS WITNESS its corporate seal and the signature of R. Gardiner Chaney, its president, this 28th day of March, 1951.

ATTEST: ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION

By: R. Gardiner Chaney, Pres.

Edward G. Chaney, Sec'y

LIBER 101 PAGE 202

Form No. 1—County Fee

BOOK 582 PAGE 355

No. 11,102 Equity

This Mortgage, made this 22nd day of MAY,

in the year one thousand nine hundred and fifty, between

FRED DARWIN DAVIS and JANE E. DAVIS, his wife, of

Anne Arundel County, in the State of Maryland, Mortgagor (s), and

Enterprise Federal Savings and Loan Association, of Annapolis, Md., a body corporate, duly incorporated, Mortgagee.

Whereas the said Enterprise Federal Savings and Loan Association, of Annapolis, Md., has this day loaned to FRED DARWIN DAVIS and JANE E. DAVIS, his wife,

the sum of One Thousand and 00/100 ($1,000.00) dollars,

being the balance of the purchase money for the Property herein described, which said sum the said Mortgagor(s) agree(s) to repay in installments with interest thereon from the date hereof, at the rate of ....6..% per annum, in the manner following:

By the payment of Eight and 44/100 ($8.44)

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, 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 FRED DARWIN DAVIS and JANE E. DAVIS, his wife,

do(th) grant, convey and assign unto said Enterprise Federal Savings and Loan Association of Annapolis, Md., its successors and assigns, all those two lots, pieces, or parcels of ground situate, lying and being in Anne Arundel County, State of Maryland, and described as follows:

Beginning for the same at an iron pipe set on the West side of First Avenue, (40' Wide) said pipe being located South 22 degrees 06 minutes West, 233.65 feet from the corner formed by the South side of Watts Avenue and the West side of First Avenue; said point also being at the end of the first line of the first part of the conveyance from Julius C. Fry and Mary L. Fry to Benjamin Michaelson, Trustee, by deed dated August 10, 1940, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 220, folio 495; and running from thence and with the West side of First Avenue, South 22 degrees 06 minutes West, 105.2 feet to a pipe; thence leaving First Avenue and running

Filed 31 Aug., 1954.

6

with the South line of the second part of said conveyance, North 60 degrees 07 minutes West, 198 feet to a pipe; thence North 29 degrees 53 feet East, 54.5 feet to a pipe and fence corner; thence with a line of fence, South 60 degrees 07 minutes East, 17 feet and North 29 degrees 53 minutes East, 48.9 feet to a pipe and fence corner; thence with the North line of the frist part of the above mentioned conveyance, South 60 degrees 07 minutes East, 166.75 feet to the place of beginning. Being all of the above mentioned conveyance from Fry to Michaelson excepting therefrom the area now lying in the bed of First Avenue and as surveyed by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor, in November, 1948.

Received for Record 31 Day of Aug. 1954, at 2.30 P.M. and the same day recorded in Liber J. H. H., No. 582 Fol. 358 Land Records of Anne Arundel County.
JOHN H. HOPKINS 3rd Clerk
75¢ Paid

CANCELLED
RECORDATION TAX
ACT OF 1947
$1.00 $1.00

FOR VALUE RECEIVED, the Enterprise Federal Savings and Loan Association, a body corporate, hereby assigns the above and within Mortgage unto Samuel M. Ivrey, Assignee, for the purpose of foreclosure and collection.

AS WITNESS its corporate Seal and the signature of R. Gardiner Chaney, its President, this 11th day of August, 1954.

ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: R. Gardiner Chaney
R. Gardiner Chaney, President

ATTEST:
Samuel M. Ivrey
Samuel M. Ivrey, Secretary

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.

7

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) FRED DARWIN DAVIS and JANE E. DAVIS, his wife, for themselves, their heirs, personal representatives or assigns, covenant(s) with the said Enterprise Federal Savings and Loan Association of Annapolis, Md., as follows:

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

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

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

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

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

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

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the aforegoing covenants for thirty days, only, however, after notice and demand in either event having been served on the mortgagor(s) in person or by mail, to the mortgagors' last known address.

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

And the said mortgagor(s) consent(s) that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Section 720 to 732 inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898—or any supplement thereto—or this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said mortgagee, its successors or assigns, or by Edward G. Chaney, 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:

Edward G. Chaney

Edward G. Chaney

Fred Darwin Davis (SEAL)
Fred Darwin Davis

Jane E. Davis (SEAL)
Jane E. Davis

(SEAL)

(SEAL)

-1 0 4 2-

BOOK 582 PAGE 358

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 22nd day of MAY, in the year one thousand nine hundred and fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared FRED DARWIN DAVIS and JANE E. DAVIS, his wife, the mortgagor(s) named in the aforegoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act.

At the same time also appeared R. Gardiner Chaney, President of Enterprise Federal Savings and Loan Association of Annapolis, Md., a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

Edward G. Chaney

Edward G. Chaney Notary Public.

My commission expires on MAY 7, 1951

EDWARD G. CHANEY NOTARY PUBLIC ANNE ARUNDEL CO. MD.

INSPECTED F.O.B. H.L.B.B.

Recorded- 2nd August, 1950, at 11:15 A.M.

FOR VALUE RECEIVED, I HEREBY ASSIGN THE ABOVE AND WITHIN MORTGAGE UNTO THE ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION, A BODY CORPORATE, OF THE UNITED STATES OF AMERICA.

AS WITNESS MY HAND AND SEAL THIS 1st DAY OF DECEMBER, 1953.

WITNESS: Samuel M. Ivrey

SAMUEL M. IVREY

Edward G. Chaney Assignee (Seal)

EDWARD G. CHANEY

Mortgage

FROM

FRED DARWIN DAVIS and JANE E. DAVIS, his wife,

TO

ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MD.

Property

Received for record 2nd Aug 1950 at 11:15 o'clock P M

Same day recorded in Liber 8 H H No. 582 folio 355 &c. one of the Land Records of Anne Arundel County and examined per John H. Hopkins 3rd Clerk.

Cost of Record $ Sh. 1.10

BENJAMIN MICHAELSON ATTORNEY AT LAW ANNAPOLIS, MD.

Recorded for Record 2 Day of June 1953 at 1:45 P.M. and the same day recorded in Liber J.H.H. No. 582 Fol. 358, Land Records of Anne Arundel County

JOHN H. HOPKINS, 3rd CLERK

To be filed in Equity Case no. 11,102

UNDER 101 PAGE 204A

FOR VALUE RECEIVED, the Enterprise Federal Savings and Loan Associa n, a body corporate, hereby assigns the above and within Mortgage unto Edward G. Chaney, Assignee, for the purpose of foreclosure and collection.

AS WITNESS its corporate seal and the signature of R. Gardiner Chaney, its president, this 28th day of March, 1951.

ATTEST:

ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION

By: R. Gardiner Chaney
R. Gardiner Chaney, Pres.

Edward G. Chaney
Edward G. Chaney, Sec'y

LIBER 101 PAGE 204B

Property: Assign

Description approved

Execution approved

LIBER 101 PAGE 205

IN THE MATTER OF	:	IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE OF	:	
FRED DARWIN DAVIS AND	:	FOR
JANE E. DAVIS, HIS WIFE, AND	:	ANNE ARUNDEL COUNTY
LOUIS BARATTINI AND	:	
PEARL C. BARATTINI, HIS WIFE	:	EQUITY NO. 11,102

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage claim of Enterprise Federal Savings and Loan Association of Annapolis, Maryland, under Mortgages to the said Association from Fred Darwin Davis and Jane E. Davis, his wife, and Louis Barattini and Pearl C. Barattini, his wife, (1) dated the 18th day of December, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 507, folio 91, and (2) dated the 22nd. day of May, 1950 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 582, folio 355, said Mortgages being in default.

Balance due upon Principal	$5,568.52
Interest to 9/27/54	24.85
	$5,593.37

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 30th day of August, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared R. Gardiner Chaney, President of the Enterprise Federal Savings and Loan Association of Annapolis, Maryland, and made oath in due form of law that the foregoing is a true statement of the amount remaining due on its Mortgage claim described herein, and that it has not received any security of any satisfaction therefor other than the Deed of Mortgage in said statement mentioned.

AS WITNESS my Hand and Notarial Seal.

Samuel M. Ivrey; Notary Public

SAMUEL M. IVREY NOTARY PUBLIC ANNE ARUNDEL CO. MD.

LAW OFFICES OF SAMUEL M. IVREY ANNAPOLIS, MD.

10

Filed 31 Aug., 1954

LIBER 101 PAGE 206

No. 11,102 Equity

GLOBE INDEMNITY COMPANY

HEAD OFFICE: NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Samuel M. Ivrey, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Six Thousand Two Hundred Dollars current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 27th day of September, 1954.

WHEREAS by virtue of a power of sale contained in a mortgage from Fred Darwin Davis and Jane E. Davis, his wife, and Louis Barattini and Pearl C. Barattini, his wife, bearing dates on or about December 18, 1948, and May 22, 1950, the said Samuel M. Ivrey is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part; and Whereas default has been made in the payment of the interest and principal aforesaid, and the said Samuel M. Ivrey is about to execute said power and make sale of the property described as aforesaid in said mortgage;

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

SIGNED, sealed and delivered in the presence of

Margaret B. Hendrix

Samuel M. Ivrey SEAL
Principal

GLOBE INDEMNITY COMPANY, a body corporate,

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

Approved this 27 Sept., 1954
John H. Hopkins, 3rd, Clerk.

Filed 27 Sept., 1954.

LIBER 101 PAGE 207

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICES: NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

#11,402 Equity

ADDITIONAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Samuel M. Ivrey, Esquire, 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 Six Hundred Dollars ($600.00) 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 27th day of September, 1954.

WHEREAS by virtue of a power of sale contained in a mortgage from Fred Darwin Davis and Jane E. Davis, his wife, and Louis Barattini and Pearl C. Barattini, his wife, bearing dates on or about December 18, 1948, and May 22, 1950, the said Samuel M. Ivrey 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 Samuel M. Ivrey 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 Samuel M. Ivrey does and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation shall be void; and of no effect; otherwise to be and remain in full force and virtue in law.

SIGNED, SEALED AND DELIVERED
in the presence of

Samuel M. Ivrey (SEAL)
Samuel M. Ivrey, PRINCIPAL

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

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

Approved this 30 Sept, 1954
John H. Hopkins, 3rd, Clerk

12

Filed 30 Sept., 1954

LIBER 101 PAGE 208

GEORGE W. SCIBLE - Auctioneer.

ASSIGNEE'S SALE

OF VALUABLE

Improved Real Estate

Odenton, Anne Arundel County, Maryland

Under and by virtue of the power of sale contained in the Mortgages from Fred Darwin Davis and Jane E. Davis, his wife, and Louis Barattini and Pearl C. Barattini, his wife, to Enterprise Federal Savings and Loan Association of Annapolis, Maryland, Incorporated, dated (1) the 18th day of December, 1948, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 507, folio 91, and (2) dated the 22nd day of May, 1950 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 582, folio 355, and duly assigned for the purpose foreclosure, default having occurred in said Mortgages, the undersigned, will offer for sale at public auction at the Court House Door, Annapolis, Maryland, on

Monday, September 27th, 1954

AT 11 O'CLOCK, A.M.

All those lots, pieces or parcels of ground situate, lying and being in the Fourth Election District of Anne Arundel County, State of Maryland, and described as follows:

Beginning for the same at an iron pipe set on the West side of First Avenue, (40') wide, said pipe being located South 22 degrees 06 minutes West, 233.65 feet from the corner formed by the south side of Watts Avenue and the west side of First Avenue; said point also being at the end of the first line of the first part of the conveyance from Julius C. Fry and Mary L. Fry to Benjamin Michaelson, Trustee, by deed dated August 10, 1940, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 220; folio 495, and running from thence and with the West side of First Avenue, South 22 degrees 06' West, 105.2 feet to a pipe, thence leaving First Avenue and running with the South line of the second part of said conveyance, North 60 degrees 07' West 198 feet to a pipe, thence North 29 degrees 53' East 54.5 feet to a pipe and fence corner, thence with a line of fence, South 60 degrees 07' East 17 feet and North 29 degrees 53' East, 48.9 feet to a pipe and fence corner, thence with the north line of the first part of the above mentioned conveyance, South 60 degrees 07' East, 166.75 feet to the place of beginning.

Being all of the above mentioned conveyance from Fry to Michaelson excepting therefrom the area now lying in the bed of First Avenue and as surveyed by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor, in November, 1948.

And being the identical property conveyed from Benjamin Michaelson, Trustee for Gloria Barattini, to Fred Darwin Davis and Jane E. Davis, his wife, by deed dated December 18, 1948 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 507, folio 87; the said Louis Barattini and Pearl C. Barattini, his wife, joining in the execution of this Mortgage for the purpose of guaranteeing the said loan and the payment of the Mortgage.

The said property being improved by a frame dwelling consisting of 6 rooms, bath and utility room.

TERMS OF SALE: A deposit of Ten (10%) per cent of the purchase price will be required of the purchasers or purchaser on the day of sale, balance of the purchase money with interest thereon at the rate of 6% per annum, to be paid in cash upon final ratification of sale. For further particulars, apply to:

Filed 5 Oct. 1954

SAMUEL M. IVREY, ASSIGNEE,
144 GLOUCESTER STREET,
ANNAPOLIS, MARYLAND.

I/WE hereby certify that I/We purchased the property described on the reverse side of this Hand Bill at and for the price of $ 6,775.00 and I/We agree to abide by the terms therein.

Witness my/our hand and seal this 27th day of September 1954.

Witness;

Samuel W. Owen.

The Melton Realty Company
By Meyer Lipsitch, Vice-President.
(SEAL)

I hereby certify that I sold property described on the reverse side of this Hand Bill to THE MELTON REALTY COMPANY at and for the price of $ 6,775.00 he/they, being then and there the highest bidder therefor.

Witness my hand and seal this 27th day of September 1954.

Witness:

Samuel W. Owen, Assignee

(SEAL)
Auctioneer

Filed 5 Oct., 1954.

IN THE MATTER OF THE	*	IN THE
MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
FRED DARWIN DAVIS AND	*	FOR
JANE E. DAVIS, HIS WIFE AND	*	ANNE ARUNDEL COUNTY
LOUIS BARATTINI AND	*	
PEARL C. BARATTINI, HIS WIFE	*	NO. 11,102 EQUITY

* *

ASSIGNEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Samuel M. Ivrey, Assignee, filed in these proceedings, authorized to make sale of the property therein mentioned in the event of default thereunder respectfully shows:

That the said Mortgage, being in default, having given bond with surety which was duly approved and having given 20 days' notice of time, place and manner and terms of sale by advertisement in the "Evening Capital", a newspaper printed and published in Anne Arundel County, he did pursuant to said notice of sale, attend in person at the Courthouse Door in the City of Annapolis, Maryland, on Monday, September 27th, 1954 at 11 o'clock A. M., the time and place mentioned in said advertisement and then and there in the presence of a number of persons, did proceed to sell at public sale the property mentioned in said Mortgage, to wit:

ALL those lots, pieces or parcels of ground situate, lying and being in the Fourth Election District of Anne Arundel County, State of Maryland and described as follows:

BEGINNING FOR THE SAME at an iron pipe set on the West side of First Avenue,(40') wide, said pipe being located South 22 degrees 06 minutes West 233.65 feet from the corner fromed by the South side of Watts Avenue and the West side of First Avenue; said point also being at the end of the first line of the first part of the conveyance from Julius C. Fry and Mary L. Fry to Benjamin Michaelson, Trustee, by deed dated August 10, 1940 and recorded among

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD

15

Filed 5 Oct., 1954

the Land Records of Anne Arundel County in Liber J.H.H. No. 220, folio 495, and running from thence and with the West side of First Avenue, South 22 degrees 06 minutes West, 105.2 feet to a pipe; thence leaving First Avenue and running with the South line of the second part of said conveyance, North 60 degrees 07 minutes West 198 feet to a pipe; thence North 29 degrees 53 minutes East 54.5 feet to a pipe and fence corner; thence with a line of fence, South 60 degrees 07 minutes East 17 feet and North 29 degrees 53 Minutes East, 48.9 feet to a pipe and fence corner, thence with the North line of the first part of the above mentioned conveyance, South 60 degrees 07 minutes East, 166.75 feet to the place of beginning.

BEING all of the above mentioned conveyance from Fry to Michaelson excepting therefrom the area now lying in the bed of First Avenue and as surveyed by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor, in November 1948.

AND B ING the identical property conveyed from Benjamin Michaelson Trustee for Gloria Barattini, to Fred Darwin Davis and Jane E. Davis, his wife, by deed dated December 18, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 507, folio 87; the said Louis Barattini and Pearl C. Barattini, his wife, joining in the execution of this Mortgage for the purpose of guaranteeing the said loan and the payment of the Mortgage.

SAID property being sold to The Melton Realty Company of Baltimore State of Maryland, at and for the sum of $6,775.00, it being at that price then and there the highest bidder therefor.

The said purchaser has agreed to comply with the terms of sale. The agreement of the purchaser, certificate of the auctioneer and report of sale are filed herewith, all of which is respectfully submitted.

AND as in duty bound, etc.

Samuel M. Ivrey; Assignee

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 5 day of October, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Samuel M. Ivrey, Assignee, 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 same was fairly made.

Nellie Elizabeth Sterling
Notary Public

NELLIE ELIZABETH STERLING NOTARY PUBLIC ANNE ARUNDEL COUNTY

My Commission Expires:
May 2, 1955

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD

17

LIBER 101 PAGE 213

ORDER NISI

In The Matter Of The
Mortgaged Real Estate Of
~~vs~~
Fred Darwin Davis And
Jane E. Davis, His Wife, And
~~Louis Barattini And~~
Pearl C. Barattini, His Wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 11,102 Equity

Ordered, this 5 day of October, 19 54, That the sale of the Property in these Proceedings mentioned, made and reported by Samuel M. Ivrey, Assignee, ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15 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 15 day of November next.

The report states that the amount of sales to be $ 6,775.00.

True Copy,

John H. Hopkins, 3rd, Clerk.

TEST: Clerk.

Filed 5 Oct., 1954

(Final Order)

In The Matter Of The
Mortgaged Real Estate Of
~~vs~~
Fred Darwin Davis And
Jane E. Davis, His Wife, And
~~Louis Barattini And~~
Pearl C. Barattini, His Wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 19th day of November, 1954, that the sale made and reported by the ~~Trustee~~ assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

18

Filed 19 Nov., 1954.

LIBER 101 PAGE 214

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. 11,102 Equity

In The Matter Of The Mortgaged Real Estate Of FRED DARWIN DAVIS And JANE E. DAVIS, His Wife, And LOUIS BARATTINI And PEARL C. BARATTINI, His Wife.

Ordered, this 5th day of October, 1954. That the sale of the Property in these Proceedings mentioned, made and reported by Samuel M. Ivrey, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrery thereof be shown on or before the 15th 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 15th day of November next.

The report states that the amount of sales to be $6,775.00.

JOHN E. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN E. HOPKINS, 3rd., Clerk.

n-4

CERTIFICATE OF PUBLICATION

Annapolis, Md. November 16, 1954

We hereby certify, that the annexed

Order Nisi - Sale - Eq 11102

Fred Darwin Davis

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 15th day of November, 1954. The first insertion being made the 14th day of October, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Yates

No. M. G. 2658

19

Filed 18 Nov., 1954.

In the Case of

In the Matter of the
Mortgaged Real Estate
of

VS.

Fred D. Davis and Jane E. Davis,
his wife
and
Louis Barattini and Pearl C.
Barattini, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,102 Equity

To the Honorable, the Judges of said Court:

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

February 1, 1955

All of which is respectfully submitted.

Laura N. Jinkling
Auditor.

Filed 2 Feb., 1955.

20

Dr. In the Matter of the Mortgaged Real Estate of Fred D. Davis and Jane E. Davis, his wife, and Louis Barattini and Pearl C. Barattini, his wife

in ac.

To Assignee for Commissions, viz:	234	92		
To Assignee for Fee, viz:	50	00	284	92
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	22	50		
Auditor - stating first account	13	50		
Auditor - stating second account	9	00	55	00
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	56	24		
Capital-Gazette Press - handbills	14	79		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (first account)	6	00		
Capital-Gazette Press - order nisi (second account)	6	00		
Blobe Indemnity Co. - bond premium	27	20		
George W. Scible - auctioneer's fee	35	00		
One-half Federal documentary stamps	3	85		
One-half State documentary stamps	3	85		
Clerk of Court - recording two assignments	1	50		
Nellie E. Sterling - notary fee		50	162	93
To Assignee for Taxes, viz:				
1953 State and County taxes	59	03		
1954 State and County taxes ($342.96- adjusted to 9/27/54, plus interest)	34	64		
Tax sale costs	2	50	96	17
To Enterprise Federal Savings & Loan Ass'n of Annapolis, Md., mortgagee - in full for mortgage claim filed	5,593	37	5,593	37
To Feldman's Inc., judgment creditor - in full for claim in #5334 Law (Order of 1/20/55), viz:				
Debt $203.43				
Interest from 5/25/54 to 9/27/54 4.24				
Court costs 20.33				
Court costs in #5188 Law 11.00				
Recording release .50	239	50	239	50
To Fred D. Davis and Jane E. Davis, his wife, mortgagors - this balance	398	79	398	79
			6,830	68

21

with Samuel M. Ivrey, Assignee Cr.

1954				
Sept.	27	Proceeds of Sale	6,775 00	
		Interest on deferred payment to 11/22/54	55 68	6,830 68
				6,830 68

LIBER 101 PAGE 218

ORDER NISI

In the Matter of the Mortgaged Real Estate

~~XXXXX~~ of Fred D. Davis and Jane E. Davis, his wife and Louis Barattini and Pearl C. Barattini, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,102 Equity.

ORDERED, This 2 day of February, 19 55, That the Second Report and Account of the Auditor, filed this day in the above entitled cause,

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

Filed 2 Feb., 1955. John H. Hyde, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 21st day of March, 1955, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~[illegible]~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge.

Filed 21 Mar., 1955.

LIBER 101 PAGE 219

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 18, 1955

We hereby certify, that the annexed

Order Nisi - Aud. Acct. - Eq. 11,102

Fred D. Davis

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 March, 1955. The first insertion being made the 10th day of February, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By Norris Yates

Filed 19 Mar., 1955.

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,102 Equity

In The Matter Of The Mortgaged Real Estate Of FRED D. DAVIS And JANE E. DAVIS, His Wife, And LOUIS BARATTINI And PEARL C. BARATTINI, His Wife.

Ordered, this 2nd day of February, 1955, That the Second Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 14th day of 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 14th day of March next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

f-24

No. M.G. 5691

EP

LIBER 101 PAGE 220

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF LIONEL STEWART MORELAND, Widower	EQUITY NO. 11,033 IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

Mr. Clerk:

Please institute the above entitled case and file the original mortgage and statement of mortgage debt.

George E. Rullman, Attorney
named in Mortgage

Filed 4 June, 1954.

COUNTY FORM. LIBER 101 PAGE 221

No. 11,033 Equity

This Mortgage, Made this 5th day of ~~June~~ July, in the year one thousand, nine hundred and forty-six, Between Lionel Stewart Moreland, widower,

of Anne Arundel County, in the State of Maryland, Mortgagor, and FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance in the sum of SIXTY-THREE HUNDRED ($6300.00) Dollars, being part of the purchase money for the property hereinafter described; and

WHEREAS, said Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of four per cent. (4%) per annum in the manner following:

By the payment of FORTY-THREE ($43.00) Dollars, on or before the first day of each and every month from the date hereof, commencing on the first day of July, 1946, 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.

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 MORTGAGOR

do hereby grant and convey unto the said FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS, its successors and assigns in fee simple.

All that lot of ground situate near the village of Eastport, in the Seoond Elootion Distriot of Anne Arundel County, Maryland, known and distinguished as No. 1013 Madison Court, as shown on the plat hereinafter referred to, and described as follows:

Beginning for the same on the easternmost side of Madison Court at the distance of 285.96 feet measured northerly along the easternmost side of Madison Court from a point of ourve in Lot No. 1035 Madison Court, as shown on the plat of Eastport Manor, recorded among the Plat Reoords of Anne Arundel County in Cabinet 3, Rod E-5, Plat 13; said point of beginning being in line with the oenter line of a partition wall there ereoted; and running thence northerly, binding on the easternmost side of Madison Court by a ourve to the left with a radius of 50.00 feet, the distance of 18.86 feet; thenoe south 59 degrees 54 minutes 50 seoonds east 113.67 feet to the west side of Brashears Street, as now laid out 40 feet wide; thenoe, binding on the west side of Brashears Street south 14 degrees 42 minutes west 75.45 feet to a point in line with the center line of the partition wall herein referred to; and thence to and through the oenter of said partition wall north 38 degrees 17 minutes 50 seoonds west 147.58 feet to the place of

Filed 4 June, 1954.

beginning. Being the same property which was conveyed to the above named Mortgagor by Eastport Manor, Inc., by deed dated the eighth day of June, 1946, and left for record among the Land Records of Anne Arundel County simultaneously with these presents.

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

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

And the said Mortgagor , for himself, his heirs, personal representatives and assigns, covenants 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 thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor , his heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (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 four per cent. (4%) 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 , his 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 Mortgagor , his 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 Mortgagor , his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided: (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 aforegoing covenants or conditions for thirty days; (8) should this mortgage be paid off before maturity in the regular course of payments, said Mortgagor covenant s with the said Mortgagee to pay four per cent. (4%) 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 Mortgagor , his 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 Mortgagor , his heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

AND the said Mortgagor , for himself, his 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 Mortgagor , for himself, his heirs, personal representatives or assigns, hereby covenant to pay; and the said Mortgagee, its successors or assigns, or its attorneys or agents, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs and 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 Mortgagor covenants that he will warrant specially the title to the property here conveyed, and that he will execute such further assurances as may be requisite.

WITNESS the hand and seal of the said Mortgagor .

Witness:

Lionel Stewart Moreland (SEAL)
Lionel Stewart Moreland

(SEAL)

Ruby W. Chaney
Ruby W. Chaney

(SEAL)

(SEAL)

LIBER 101 PAGE 224

INSPECTED
L. H. H.
F. H. L. B. A.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 5th day of ~~June~~, July, 19 46, before me, the subscriber, a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared Lionel Stewart Moreland, widower, the Mortgagor named in the aforegoing Mortgage, and acknowledged the aforegoing mortgage to be his 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.

Ruby W. Chaney
Ruby W. Chaney Notary Public.

PURCHASE MONEY

MORTGAGE

FROM

Lionel Stewart Moreland,
widower

TO

FIRST
FEDERAL SAVINGS and LOAN
ASSOCIATION
OF
ANNAPOLIS

Received for Record July 8, 1946,
at 11-45 o'clock A. M. Same day recorded
in Liber J.H.H. No. 369 Folio 190
etc., one of the Land Records of
County, and examined per
Clerk.
Cost of Record, $ 5.00
.50
5.50

GEORGE E. ROLLMAN
Attorney-at-Law
Lee Building
Annapolis, Md.

10¢ stamps required

IN THE MATTER OF THE SALE	EQUITY NO. 11,033
OF THE	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	FOR
LIONEL STEWART MORELAND, Widower	ANNE ARUNDEL COUNTY

STATEMENT OF MORTGAGE DEBT

To balance due on principal	$6,070.24
To interest to July 1, 1954	20.23
Total Due	$6,090.47

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

I hereby certify that on this 4th day of June, 1954, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Iola P. Anderson, Secretary of the 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 Schwartz

Barbara Ann Schwartz, Notary Public

6

Filed 4 June, 1954.

F. 21738 500 9-35 Made in U.S.A.

LIBER 101 PAGE 226

No. 11,033 Equity

MORTGAGEES OR ATTORNEYS BOND.

KNOW ALL MEN BY THESE PRESENTS, THAT we, George E. Rullman

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 Six Thousand Five Hundred ($6,500.00) - 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 15th day of June, in the year of our Lord Nineteen Hundred Fifty-four

WHEREAS, the above bounden George E. Rullman

by virtue of the power contained in a mortgage from Lionel Stewart Moreland, Widower to First Federal Savings & Loan Association of Annapolis bearing date the 5th day of July, 1946 and recorded among the ~~mortgage~~ Land records of Anne Arundel County in Liber J.H.H. No. 369 Folio 120 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

Jean M. Sato

George E. Rullman [SEAL]

[SEAL]

NATIONAL SURETY CORPORATION

By Rose M. Bausch
ROSE M. BAUSCH ATTORNEY-IN-FACT

As to Surety

Estelle M. Fiedler
ESTELLE M. FIEDLER

Attorney in Fact

Approved this 17 June, 1954.
John H. Hopkins, 3rd, Clerk.

Filed 17 June, 1954.

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF LIONEL STEWART MORELAND, Widower	:	EQUITY NO. 11033 IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

STATEMENT OF MORTGAGE DEBT

To balance due on principal	$6,267.26
To interest to October 31, 1954	20.89
Total Due	$6,288.15

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

I hereby certify that on this 28th day of September, 1954, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Iola P. Anderson, Secretary of the 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 Schwartz

Barbara Ann Schwartz, Notary Public

8

Filed 28 Sept., 1954.

George W. Scible - Auctioneer

PUBLIC SALE

— OF VALUABLE —

Residence Property

SITUATE AT EASTPORT MANOR AND KNOWN AS 1013 MADISON COURT (STREET) NOW IN THE CITY OF ANNAPOLIS, IMPROVED BY A TWO STORY BRICK RESIDENCE, FOUR ROOMS AND BATH.

Under and by virtue of the power of sale contained in a mortgage from Lionel Stewart Moreland, Widower, dated July 5, 1946 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 369, folio 120, the undersigned attorney named in said mortgage to make sale of said 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, JUNE 29th, 1954

AT 11:00 O'CLOCK, A. M.

the following described property, namely:

All that lot of ground situate near the village of Eastport, in the Second Election District of Anne Arundel County, Maryland (now in the City of Annapolis), known and distinguished as No. 1013 Madison Court, as shown on the plat hereinafter referred to, and described as follows:

Beginning for the same on the easternmost side of Madison Court at the distance of 285.96 feet measured northerly along the easternmost side of Madison Court from a point of curve in Lot No. 1035 Madison Court, as shown on the plat of Eastport Manor, recorded among the Plat Records of Anne Arundel County in Cabinet 3, Rod E-5, Plat 13; said point of beginning being in line with the center of a partition wall there erected; and running thence northerly, binding on the easternmost side of Madison Court by a curve to the left with a radius of 50.00 feet, the distance of 18.86 feet; thence south 59 degrees 54 minutes 50 seconds east 113.67 feet to the west side of Brashears Street, as now laid out 40 feet wide; thence, binding on the west side of Brashears Street south 14 degrees 42 minutes west 75.45 feet to a point in line with the center line of the partition wall herein referred to; and thence to and through the center of said partition wall north 38 degrees 17 minutes 50 seconds west 147.58 feet to the place of Beginning.

Being the same property which was conveyed to Lionel Stewart Moreland by Eastport Manor, Inc., by deed dated the 8th day of July, 1946 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 369, folio 119.

TERMS OF SALE: A deposit of $500.00 will be required of the purchaser or purchasers on the day of sale, balance of purchase money, with interest thereon at the rate of 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, Md.

CAPITAL GAZETTE PRESS ANNAPOLIS, MD.

Filed 27 Oct., 1954

9

AUCTIONEER'S CERTIFICATE

I hereby certify that I did offer for sale the property described on the reverse side hereof, at the time stated therein and did sell to the First Federal Savings and Loan Association of Annapolis the within described property at and for the price of Five Thousand Nine Hundred Fifty Dollars ($5,950.00), it being there and then the highest bidder therefor.

George W. Scible, Auctioneer

PURCHASER'S CERTIFICATE

On behalf of the First Federal Savings and Loan Association of Annapolis, the Mortgagee in this case, the First Federal Savings and Loan Association of Annapolis purchased the property at public sale, at the time and place stated in said Notice of Sale, at and for the price of Five Thousand Nine Hundred Fifty Dollars ($5,950.00), being the highest bid received, and the First Federal Savings and Loan Association of Annapolis agrees to abide by the terms as set out in the advertisement.

First Federal Savings and Loan
Association of Annapolis

By: J. Poland Brown

10

Filed 27 Oct., 1954

IN THE MATTER OF THE SALE	:	EQUITY NO. 11033
OF THE	:	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	:	FOR
LIONEL STEWART MORELAND, Widower	:	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 Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of the power of sale contained in a mortgage from Lionel Stewart Moreland, Widower, dated July 5, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 369, folio 120, 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 hand-bills 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 26th, 1954, at eleven o'clock A.M., and then and there sold the said property to the First Federal Savings and Loan Association of Annapolis at and for the sum of Five Thousand Nine Hundred Fifty Dollars ($5,950.00), it being then and there the highest bidder therefor, which property is as follows:

> ALL that lot of ground situate near the village of Eastport, in the Second Election District of Anne Arundel County, Maryland (now in the City of Annapolis), known and distinguished as No. 1013 Madison Court, as shown on the plat hereinafter referred to, and described as follows: Beginning for the same on the easternmost side of Madison Court at the distance of 285.96 feet measured northerly along the easternmost side of Madison Court from a point of curve in Lot No. 1035 Madison Court, as shown on the plat of Eastport Manor, recorded among the Plat Records of Anne Arundel County in Cabinet 3, Rod E-5, Plat 13; said point of beginning being in line with the center of a partition wall there erected; and running thence northerly binding on the easternmost side of Madison Court by a curve to

11

Filed 27 Oct., 1954.

the left with a radius of 50.00 feet, the distance of 18.86 feet; thence south 59 degrees 54 minutes 50 seconds east 113.67 feet to the west side of Brashears Street, as now laid out 40 feet wide; thence binding on the west side of Brashears Street South 14 degrees 42 minutes west 75.45 feet to a point in line with the center line of the partition wall herein referred to; and thence to and through the center of said partition wall north 38 degrees 17 minutes 50 seconds west 147.58 feet to the place of beginning.

BEING the same property which was conveyed to Lionel Stewart Moreland by Eastport Manor, Inc., by deed dated the 8th day of July, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 369, folio 119.

Said property is improved by a two story brick residence, four 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 $500.00 will be required of the purchaser or purchasers on the day of sale, balance of purchase money, with interest thereon at the rate of 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

Attorney Named in Mortgage

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

I hereby certify that on this 26th day of October, 1954, 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.

NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Barbara Ann Schwartz

Barbara Ann Schwartz, Notary Public

12

LIBER 101 PAGE 232

IN THE MATTER OF THE SALE	:	EQUITY NO. 11033
OF THE	:	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	:	FOR
LIONEL STEWART NORELAND, Widower	:	ANNE ARUNDEL COUNTY

ORDER NISI

ORDERED, This 27 day of October, 1954, that the sale of the property mentioned in these proceedings, and made and reported by George E. Rullman, Attorney, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 30 day of November, next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County once in each of four successive weeks before the 30 day of November next.

The report states the amount of sale to be Five Thousand Nine Hundred Fifty Dollars ($5,950.00).

John H. Hopkins, 3rd,
CLERK

Filed 27 Oct., 1954

FINAL ORDER

ORDERED, by the Court this 2d day of ~~October~~ December, 1954, that the sale made and reported by the Attorney aforesaid, be and the same is hereby RATIFIED and CONFIRMED, no cause to the contrary having been shown, although due notice appears to have been given, as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

13

Filed 2 Dec, 1954.

1954 101 PAGE 233

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 1, 1954

We hereby certify, that the annexed

Order Nisi Sale

Eq. 11033

Lionel Stewart Moreland

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 30th day of November, 1954. The first insertion being made the 29th day of October, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By [illegible]

Filed 1 Dec., 1954

No. E. C. 3157

14

ORDER NISI

IN THE CIRCUIT COURT
FOR ANE ARUNDEL COUNTY
No. 11033 Equity

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF LIONEL STEWART MORELAND, Widower.

ORDERED, This 27th day of October, 1954, that the sale of the property mentioned in these proceedings, and made and reported by George E. Rullman, Attorney, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 30th day of November, next; rovided a copy of this Order be inserted in some newspaper published in Anne Arundel County once in each of four successive weeks before the 30th day of November next.

The report states the amount of sale to be Five Thousand Nine Hundred Fifty Dollars ($5,950.00).

JOHN E. HOKINS, 3rd., Clerk.

TRUE COUY, TEST:

JOHN E. HOKINS, 3rd., Clerk.

n-19

LIBER 101 PAGE 234

In the Case of

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

Lionel Stewart Moreland,
Widower

In the

Circuit Court

For

Anne Arundel County

No. 11,033 Equity

To the Honorable, the Judges of said Court:

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

December 17, 1954

All of which is respectfully submitted.

Laura K. Jahelka
Auditor.

Filed 22 Dec., 1954.

15

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Lionel Stewart Moreland, Widower

in ac.

To Attorney for fee, viz:	50 00		
To Attorney for Commissions, viz:	208 50		258 50
To Attorney for Court costs, viz:			
Plaintiff's Solicitor's appearance fee	10 00		
Clerk of Court - Court costs	18 75		
Auditor - stating this account	13 50		42 25
To Attorney for Expenses, viz:			
Capital-Gazette Press - advertising first sale	23 12		
Capital-Gazette Press - first handbills	9 69		
Capital-Gazette Press - advertising second sale	36 57		
Capital-Gazette Press - second handbills	15 49		
Capital-Gazette Press - order nisi (sale)	8 00		
Capital-Gazette Press - order nisi (acct)	6 00		
National Surety Corporation -bond premium	26 00		
George W. Scible - auctioneer's fee	25 00		
One-half Federal documentary stamps	3 30		
One-half State documentary stamps	3 30		
Barbara A. Schwartz - notary fees	1 50		157 97
To Attorney for Taxes, viz:			
1954 Annapolis City taxes ($61.92-adj)	20 01		20 01
To Attorney for Benefit charges, viz:			
City of Annapolis - Water Department - water service to 9/20/54	33 48		33 48
To First Federal Savings & Loan Ass'n of Annapolis, mortgagee - this balance on account mortgage claim	5,451 52		5,451 52
			5,963 73
Amount of mortgage claim filed	6,288 15		
Cr. Amount allowed above	5,451 52		
Balance subject to decree in personam	836 63		

with George E. Rullman, Attorney named in Mortgage Cr.

1954						
Oct.	26	Proceeds of Sale	5,950	00	5,950	00
		Refund 1954 State and County Taxes ($76.04) - amonths 5 days	13	73	13	73
					5,963	73

ORDER NISI LIBER 101 PAGE 237

In the Matter of the Sale of the Mortgaged Real Estate ~~of~~ of Lionel Stewart Moreland, Widower

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 11,033 Equity.

ORDERED, This 22 day of December, 19 54, That the Report and Account of the Auditor, filed this day in the above entitled cause,

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

Filed 22 Dec., 1954. John H. Hopkins, Jr., Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 27th day of January, 1955, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge.

Filed 27 Jan., 1955.

LIBER 101 PAGE 238

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 25, 1955

We hereby certify, that the annexed

Order Nisi

Eq. 11,033

Auditor Account

Lionel Stewart Moreland.

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, 1955. The first insertion being made the 23rd day of December, 1954

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Filed 26 Jan., 1955.

No. E. C. 3865

19

Legal Notices

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,033 Equity

In The Matter Of The Sale Of The Mortgaged Real Estate Of Lionel Stewart Moreland, Widower

Ordered, this 22nd day of December, 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 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.

JOHN H. HOPKINS, 3rd., Clerk,

True Copy: TEST:

JOHN H. HOPKINS, 3rd., Clerk,

j-6

IN THE MATTER OF THE SALE OF	:	EQUITY NO. 11033
THE MORTGAGED REAL ESTATE OF	:	IN THE CIRCUIT COURT FOR
LIONEL STEWART MORELAND, WIDOWER	:	ANNE ARUNDEL COUNTY
	:	

: : : : :

PETITION TO FILE MILITARY AFFIDAVIT
NUNC PRO TUNC

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of George E. Rullman, Attorney named in the above entitled case, respectfully shows unto your Honors:

That the Veterans Administration is demanding of your Petitioner that he file a Military Affidavit in this proceeding, the mortgage having been executed by an ex-serviceman. According to the demand, your Petitioner files herewith a Military Affidavit in accordance with the provision of the Code of Public General Laws of Maryland, which is prayed to be taken as a part hereof.

May it please your Honors to pass an Order in the premises permitting your Petitioner to file the within Military Affidavit in this proceeding and to be taken Nunc Pro Tunc.

AND, AS IN DUTY BOUND,

George E. Rullman

George E. Rullman, Petitioner
Attorney named in Mortgage

Filed 22 June, 1955.

ORDER OF COURT

Upon the foregoing Petition, it is thereupon this 27th day of June, 1955, Ordered by the Circuit Court for Anne Arundel County, sitting in Equity, that the Petition of George E. Rullman, Attorney named in the mortgage filed in this proceeding, be and he

20

Filed 27 June, 1955.

is hereby, permitted to file a Military Affidavit in this proceeding, and the same is to be taken Nunc Pro Tunc.

Benjamin Michaelson
Judge.

IN THE MATTER OF THE SALE	EQUITY NO. 11033
OF THE MORTGAGED REAL ESTATE	IN THE CIRCUIT COURT FOR
OF LIONEL STEWART MORELAND, WIDOWER	ANNE ARUNDEL COUNTY

AFFIDAVIT

In compliance with Soldiers and Sailors Civil Relief Act of Congress October 1940 and Soldiers and Sailors Civil Relieft Act Art. 87A, Bagby's Annotated Code of Maryland, 1939, Ed.

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 the 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 October, 1940 and Soldiers and Sailors Civil Relief Act, Art. 87A Bagby's Ann. Code of Md., 1939 Ed., that on behalf of plaintiff, careful investigation has been made to ascertain whether or not the above named defendants are not in the military service of the United States and that as a result of said investigation affiant has discovered and does hereby make oath that said defendant is not in the military service of the United States, that is to say, said defendant is not a member of the Army of the United States, the United States Navy, the Marine Corps, the Coast Guard, and is not an officer of the Public Health Service detailed by proper authority for duty either with the Army or Navy, and said defendant is not on active duty with any of the branches aforesaid, nor is said defendant under training or education under the supervision of the United States preliminary to induction into the military service, but is employed as a civilian and not subject to aforesaid.

George E. Rullman

Attorney and Agent - Affiant

SUBSCRIBED and sworn to before me this 22nd day of June, 1955.

Barbara Ann Jones

Barbara Ann Jones, Notary Public

BARBARA ANN JONES NOTARY PUBLIC ANNE ARUNDEL CO., MD.

22

Filed 22 June, 1955, Nunc pro Tunc.

LIBER 101 PAGE 241

BEATRICE J. CHANEY Odenton, Maryland Complainant	:	IN THE CIRCUIT COURT
vs.	:	FOR
ALONZO P. CHANEY c/o Slater's Tavern Subway Bar Odenton, Maryland Respondent	: : :	ANNE ARUNDEL COUNTY No. 10,977 Equity

: : : : : : :

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Beatrice J. Chaney, Complainant, by Louis M. Strauss and Morris Turk, her Solicitors, respectfully represents:

1. That your Complainant was married to Alonzo P. Chaney, the Respondent, by a Minister of the Gospel on or about September 9, 1932 in Gambrills, Maryland, both of whom are adults.

2. That the Complainant and Respondent acquired by deed dated October 22, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 387, folio 226, fee simple title to the following property:

> Lot of ground fronting 69.39 feet on State Road leading from Gambrills to Fort Meade with an even depth of 214.2 feet situate in the Fourth Election District of Anne Arundel County, Maryland.

as shown on a certified copy of said Deed filed herewith as "Complainant's Exhibit No. 1".

3. That the aforesaid marriage was dissolved by a Divorce decree "A Vinculo Matrimonii" signed by this Honorable Court on the 22nd day of March, 1954, which said cause is Divorce No. 4603, a certified copy of said Divorce decree is filed herewith as "Complainant's Exhibit No. 2".

4. That the property aforesaid, because of the Decree of Divorce aforesaid, now held and owned by the parties hereto as tenants in common, and beacuse of its nature, it is not susceptible of Partition in Kind between the parties hereto, without loss or injuries to their respective interests therein.

5. That there are no other interests in the aforesaid property other than that of your Complainant and Respondent, and that a sale of said property is necessary for the best interests and advantage of the parties hereto, in order that the proceeds thereof may be divided among the parties hereto.

Filed 9 Apr., 1954

WHEREFORE, Your Complianant prays:

1. That this Honorable Court pass a decree for the sale of the property herein mentioned, and that the money arising from such sale be divided among the parties according to their respective interests and rights.

2. That a Trustee or Trustees be appointed to convey the property to the purchaser or purchasers thereof upon ratification of sale.

3. That your Complainant may have such other and further relief as this case may require.

May it please your Honor to grant unto your Petitioner the Writ of Subpeona directed to:

Alonzo P. Chaney, c/o Slater's Tavern, Subway Bar, Odenton, Maryland commanding him to be and appear in this Honorable Court, either in person or by Solicitor on some certain day, to be named therein, to answer the premises and abide by and perform such decree as may be passed herein.

AND AS IN DUTY BOUND, etc.

Louis M. Strauss

Morris Turk

Louis M. Strauss
Morris Turk
Solicitors for Complainant

(NO STAMPS REQUIRED)

THIS DEED, Made this 22nd day of October in the year Nineteen hundred and forty six, by and between Virgie D. Chaney, widow, party of the first part and Alonza P. Chaney, and Beatrice J.Chaney, his wife, parties of the second part, all of Anne Arundel County, in the State of Maryland.

WITNESSETH: That for and in consideration of the sum of Ten ($10.00) Dollars, and other good and valuable considerations, paid by the parties of the second part to the party of the first part, the receipt whereof is hereby acknowledged, the said party of the first part, does hereby grant and convey unto the said parties of the second part, as tenants by the entireties, their heirs or assigns,

ALL that lot, piece or parcel of ground situate, lying and being in the Fourth Election District of Anne Arundel County and described as follows, according to a plat and survey made by J. R. McCrone, Jr., Regestered Professional Engineer and Land Surveyor in September, 1946, said plat recorded herewith.

BEGINNING for the same at a pipe set on the west side of a 15 foot right of way leading from the State Road into the Higgins property, said pipe being set at the same beginning point as described in a conveyance from William T. Hammond and Gladys, his wife, to George R. Chaney and Virgie, his wife, by deed dated September 21, 1932 and recorded in the Land Records of Anne Arundel County in Liber F.S.R. 109, folio 424; and running from thence and with the southeast line of said conveyance, North 45 degrees 27 minutes west 69.39 feet to a pipe; thence running across the Chaney lot, North 35 degrees 13 minutes East, 214.2 feet to a pipe set on the southwest side of the State Road leading from Gambrills to Fort Meade; thence with same, South 45 degrees 27 minutes East, 69.39 feet to a pipe set where the west side of the aforementioned 15 foot right of way intersects the southwest side of the State Road; thence with the west side of said right of way, South 35 degrees 13 minutes west, 214.2 feet to the place of beginning.

BEING a part of the same property which was conveyed to George R. Chaney and Virgie D. Chaney, his wife, by William T. Hammond and Gladys Hammond, his wife, by deed dated the 12th day of September, 1932, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 109, folio 424, the said George R. Chaney having since died.

Filed 7 Apr. 1954
Refiled 7 July, 1954

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

TO HAVE AND TO HOLD the above described property unto and to the proper use and benefit of the said parties of the second part as tenants by the entireties, their heirs or assigns, forever in fee simple.

AND the said party of the first part hereby covenants that she will warrant specially the property hereby intended to be conveyed, and will execute such other and further assurances of the same as may be necessary.

WITNESS the hand and seal of the said party of the first part.

WITNESS: GENEVA H. ANDERSON VIRGIE D. CHANEY (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 22nd day of October, in the year Nineteen hundred and forty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Virgie D. Chaney, widow, and she acknowledged the aforegoing deed to be her act and deed.

As witness my hand and seal Notarial.

(Notarial Seal) Geneva H. Anderson

Notary Public

Recorded October 23, 1946 at 9:45 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. 387 folio 226, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 8th day of April, A.D. 1954.

John H. Hopkins, 3rd. CLERK.

John H. Hopkins, 3rd.

BEATRICE J. CHANEY

VS.

ALONZO P. CHANEY

No. 4603 Divorces-Equity

In the Circuit Court for Anne Arundel County, Maryland.

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

Whereupon it is ordered this 22nd day of March, Nineteen Hundred and Fifty-four, by the Circuit Court for Anne Arundel County sitting in Equity, and by authority of this Court adjudged, ordered and decreed that the above named plaintiff, Beatrice J. Chaney, be and she is hereby divorced "a vinculo matrimonii" from the defendant, the said Alonzo P. Chaney

And is further adjudged, ordered and decreed that the Alonzo P. Chaney pay the costs of these proceedings.

/s/ Benjamin Michaelson
Judge

STATE OF MARYLAND, Anne Arundel County, Sct:

I hereby certify that the foregoing is a true copy of decree of Court passed in the above entitled cause in the Circuit Court for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affixed the seal of the Circuit Court for Anne Arundel County this 26 day of March, A. D., 1954.

John H. Hopkins, 3rd, Clerk.

Filed 9 Apr., 1954
Refiled 7 July, 1954.

BEATRICE I. CHANEY
Odenton, Maryland

vs.

ALONZO P. CHANEY
c/o Slater's Tavern
Subway Bar
Odenton, Maryland

No. 10,977 ~~DOCKET~~ - - EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

The Defendant, Alonzo P. Chaney,

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~~ Writ of Summons.

LIBER 101 PAGE 245 B

It is thereupon this 21st day of May, 1954.

by the Circuit Court for Anne Arundel County in Equity, adjudged, ordered and decreed that said Bill of Complaint be and the same is hereby taken Pro Confesso against said defendant .

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

Benjamin Michaelson
Judge

Filed 21 May, 1954.

6

BEATRICE J. CHANEY,	:	IN
PLAINTIFF	:	THE CIRCUIT COURT
VS.	:	FOR
ALONZO P. CHANEY,	:	ANNE ARUNDEL COUNTY
DEFENDANT	:	NO. 10,977 Equity

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

June 14, 1954

June 16, 1954

Present:

Mr. Louis M. Strauss, Solicitor for Plaintiff

Mr. Chipman W. Cunningham, Examiner

Mrs. Irene Hazel, Court Stenographer

Witnesses:

Beatrice J. Chaney, pages 2 and 3

Carl Thomas, pages 3 and 4

Filed 7 July, 1954

Beatrice J. Chaney, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Strauss)

1. Will you state your full name and address, please.

A. Beatrice J. Chaney, Gambrills, Maryland.

2. And Mrs. Chaney, your the complainant in this case?

A. Yes.

3. And Alonzo P. Chaney, the other party to this case, he is your former husband?

A. Yes, he is.

4. And you were divorced from him on March the 22nd, 1954?

A. Yes.

(COMPLAINANT'S EXHIBIT NO. 2 offerred and marked EXAMINER'S EXHIBIT NO. 1)

5. Now, prior to your divorce, did you and your husband acquire a piece of property in the Fourth Election District of Anne Arundel County?

A. Yes, we did.

6. Where is it located?

A. It's East of the Crossroads in Odenton.

7. Does it face the highway?

A. Yes.

8. And was that the property you acquired by deed, dated October the 22nd, 1946?

A. Yes.

9. From Virgie D. Chaney, widow, certain piece of property?

A. That's right.

10. I show you a certified copy of the deed just referred to you, does that cover the property you speak of?

A. Yes, it is.

(COMPLAINANT'S EX. NO. 1 re-filed herewith marked EXAMINER'S EX. NO. 2)

11. Now, what does this property consist of, vacant lot or is it an improved lot?

A. It's a vacant lot, it only has footings for the foundation

poured for the house.

12. And as described in the deed, it faces the road 69.39 feet, and has an equal depth of 214.2 feet, is that correct?

A. That's right.

13. Is this property susceptible of division in kind between you and your divorced husband?

A. No, it's too small.

14. Is this property susceptible to division in kind between your divorced husband without injury to you or your husband?

A. No.

15. Why do you say that?

A. Well, you couldn't build a house on half of it.

16. Well, what in your opinion, is the best thing to do with this property?

A. Sell it and divide the money.

(Mr. Cunningham)

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

Beatrice J. Chaney
Beatrice J. Chaney

Carl Thomas, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Strauss)

1. State your full name and address.

A. Carl S. Thomas, my business address is 140 South Street, Annapolis, Maryland.

2. And your occupation and profession?

A. I'm a realtor.

3. And how long have you been in the real estate business?

A. Since 1939.

4. And have you been, in the course of your profession, making appraisals?

A. Many appraisals for banks, buildings and loans, State Roads Commission, Federal Government.

5. Did you have the occasion to examine a tract of land belonging to Beatrice J. Chaney and Alonzo P. Chaney in the Fourth Election District of Anne Arundel County as described in Examiner's Exhibit No. 1, which I now show you?

A. I did.

6. Will you tell the Court what it consist of and where it is located?

A. This piece of property is a lot as shown on a survey, dated September 1946, made by J. R. McCrone, Jr., registered engineer, and land surveyor of Annapolis. It is located on the road from Gambrills to Camp Meade, the lot fronts 69.39 feet on the road, has a depth of 214.2 feet with a 15 foot right-a-way parallel to the property.

7. Is it improved or unimproved?

A. This is an unimproved lot.

8. And what, in your opinion, is the fair market value on this property?

A. I would base the fair market value of this lot at $10.00 a front foot on the road, which would be $690.00.

9. Now, in your opinion, is this property susceptible of division in kind between the parties to this suit without injury to the parties or either of them?

A. It would be impossible to divide this piece of property as it would not meet the requirements of either Anne Arundel County or the State Department of Health.

10. What, in your opinion, is the best way to divide the interest therein?

A. My opinion would be, the property should be sold and money obtained from sale divided.

(Mr. Cunningham)

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

Carl S. Thomas

Carl Thomas

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

Witness my hand and seal this 7th day of July, 1954.

Thomas H. Cunningham (SEAL)
Examiner

C.W.C. $10.00

I.D.H. $4.00 Pd. I.D.H. 9/6/54

LIBER 1M PAGE 251

BEATRICE J. CHANEY Odenton, Maryland	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
ALONZO P. CHANEY c/o Slater's Tavern Subway Bar Odenton, Maryland	:	NO. 10,977 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 19th day of July, 1954, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that the real estate mentioned in the proceedings be sold for the purpose of partition among the parties; that Louis M. Strauss and Morris Turk, be and they are hereby appointed trustees to make said sale; and that the course and manner of their proceedings shall be as follows:

They shall first file with the Clerk of this Court a bond to the State of Maryland executed by themselves and a surety or sureties to be approved by this Court in the penalty of One Thousand Dollars ($1,000.00), conditioned for the faithful performance of the trust reposed in them by this decree or to be reposed in them by any future decree or order in the premises. They shall then proceed to make the said sale, having given at least three weeks' notice by advertisement inserted in some newspaper published in Anne Arundel County and such other notice as they may think proper, of the time, place, manner and terms of sale, which terms shall be as follows: A deposit of ten per cent (10%) of the purchase price to be paid in cash on the day of sale, deferred payments to bear interest at six percent (6%) per annum from the day of sale; and if not sold at public sale on the day so advertised, the trustees shall proceed to make sale at either private or public sale to the best advantage and upon the terms above set forth; and as soon as may be convenient after any such sale, the said trustees shall return to this Court a full and particular account of the same, with an annexed affidavit of the truth thereof and of the fairness of said sale and on the ratification of such sale by the Court and on the payment of the whole purchase money, and not before, the said trustees shall, by a good and sufficient deed to be executed, acknowledged and recorded according to law, convey to the

12

Filed 19 July, 1954.

purchaser or purchasers of said property, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, complainant and respondent, and those claiming by, from and under them or any of them; and the said trustees shall bring into this Court the money arising from said sale or sales, to be distributed under the direction of this Court after deducting the costs of this suit and such commission to the said trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

Benjamin Nicholson
Judge

LIBER 101 PAGE 253

No. 10,977 Equity

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICES: NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Louis M. Strauss 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 One Thousand Dollars ($1,000.00)* * * * * * * * * * * * * * * * * 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 18th day of August, 1954

WHEREAS by decree of the Circuit Court for Anne Arundel County in a cause entitled "Beatrice J. Chaney vs. Alonzo P. Chaney, No 10,977 Equity", the above bounden Principals were appointed Trustees to make sale of the property mentioned in said proceedings, and whereas the said Principals are about to execute said power and make sale of the said property.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH: That if the above bounden does 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 of said sale, 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

Louis M. Strauss (SEAL)
Louis M. Strauss

Morris Turk (SEAL)
Morris Turk
PRINCIPALS

GLOBE INDEMNITY COMPANY, a body corporate

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

Approved this 18 Aug., 1954.
John H. Hopkins, 3rd, Clerk.

14

Filed 18 Aug., 1954.

LIBER 101 PAGE 254

LOUIS M. STRAUSS
MORRIS TURK
Solicitors
Annapolis, Maryland

TRUSTEE'S SALE

OF

VALUABLE BUILDING LOT (UNIMPROVED)

By virtue of a Decree of the Circuit Court of Anne Arundel County, Maryland, in Equity, passed in proceedings designated as Equity No. 10,977, the undersigned Trustees, will sell at public auction, at the Court House Door, Church Circle, Annapolis, Maryland, on

AUGUST 26th, 1954

at

11 o'clock A.M.

All that lot of ground situate, lying and being in the Fourth Election District, Anne Arundel County, Maryland, more particularly described as follows:

Beginning for the same at a pipe set on the west side of a 15 foot right of way leading from the State Road into the Higgins property, said pipe being set at the same beginning point as described in a conveyance from William T. Hammond and Gladys, his wife, to George R. Chaney and Virgie, his wife, by deed dated September 21, 1932, and recorded in the Land Records of Anne Arundel County in Liber F.S.R. 109, folio 424; and running from thence and with the southeast line of said conveyance, North 45 degrees 27 minutes West, 69.39 feet to a pipe; thence running across the Chaney lot, North 35 degrees 13 minutes East, 214.2 feet to a pipe set on the southwest side of the State Road leading from Gambrills to Fort Meade; thence with same, South 45 degrees 27 minutes East, 69.39 feet to a pipe set where the west side of the aforementioned 15 foot right of way intersects the southwest side of the State Road; thence with the west side of said right of way, South 35 degrees 13 minutes West, 214.2 feet to the place of beginning.

Being the same property conveyed by deed dated October 22, 1946, from Virgie D. Chaney, widow to Alonza P. Chaney and Beatrice J. Chaney, his wife, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 387, folio 226.

TERMS: A cash deposit of 10% required at time of sale. Deferred payments to bear interest at the rate of 6% per annum from day of sale. Taxes and other expenses, if any, to be adjusted at time of settlement.

Louis M. Strauss
Morris Turk
Trustees

15'

Filed 26 Aug., 1954

LIBER 101 PAGE 255

BEATRICE J. CHANEY Odenton, Maryland	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
ALONZO P. CHANEY c/o Slater's Tavern Subway Bar Odenton, Maryland	:	No. 10,977 Equity
	:	

I HEREBY CERTIFY that I have this 26th day of August, 1954, sold the property described in these proceedings to MAYNARD V. CHANEY AND EVELYN CHANEY his wife at and for the sum of SEVEN HUNDRED AND FIFTY DOLLARS ($750.00), being at that figure the highest bidder therefor; and I do hereby further certify that said sale was fairly made.

George Scible Auctioneer

I HEREBY CERTIFY that we have this 26th day of August, 1954, purcheased the property described in these proceedings from Louis M. Strauss and Morris Turk, Trustees, at and for the price of SEVEN HUNDRED AND FIFTY DOLLARS ($750.00) and we hereby agree to comply with the terms of said sale as set forth in the advertisement thereof.

Witness:

Maynard V. Chaney (SEAL)

Evelyn Chaney (SEAL)

16

Filed 26 Aug., 1954

BEATRICE J. CHANEY Odenton, Maryland	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
ALONZO P. CHANEY c/o Slater's Tavern Subway Bar Odenton, Maryland	:	No. 10,977 Equity

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Louis M. Strauss and Morris Turk, Trustees, under a decree passed in these proceedings, dated 19th of July, 1954 to make sale of certain real estate therein mentioned, respectfully shows:

That after giving Bond with security for the faithful performance of their trust, and after having complied with all other pre-requisites as required by law and the said decree, and giving notice of the time, place, manner and terms of sale by advertisement inserted in the Maryland Gazette , a newspaper published in Anne Arundel County, Maryland, for at least three weeks before the day of sale, they did pursuant to said notice, attend at the Court House Door at Annapolis, Maryland, on the 26th day of August, 1954, at 11:00 o'Clock A.M. then and there proceed to sell and did sell, said property mentioned in these proceedings at public sale, to the highest bidder, said property being described as follows:

All that lot of ground situate, lying and being in the Fourth Election District, Anne Arundel County, Maryland, more particularly described as follows:

Beginning for the same at a pipe set on the west side of a 15 foot right of way leading from the State Road into the Higgins property, said pipe being set at the same beginning point as described in a conveyance from William T. Hammond and Gladys, his wife, to George R. Chaney and Virgie, his wife, by deed dated September 21, 1932 and recorded in the Land Records of Anne Arundel County in Liber F.S.R. 109, folio 424; and running from thence and with the southeast line of said conveyance, North 45 degrees 27 minutes West, 69.39 feet to a pipe; thence running across the Chaney lot, North 35 degrees 13 minutes East, 214.2 feet to a pipe set on the southwest side of the State Road leading from Gambrills to Fort Meade; thence with same, South 45 degrees 27 minutes East, 69.39 feet to a pipe set where the west side of the aforementioned 15 foot right of way intersects the southwest side of the State Road; thence with the west

Filed 26 Aug., 1954.

side of said right of way, South 35 degrees 13 minutes West 214.2 feet to the place of beginning.

Being the same property conveyed by deed dated October 22, 1946, from Virgie D. Chaney, widow to Alonza P. Chaney and Beatrice J. Chaney, his wife, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 387, folio 226.

And, your said Trustees sold the above described property to Maynard V. Chaney and Evelyn Chaney, his wife, for the sum of Seven Hundred Fifty Dollars ($750.00), they being the highest bidder therefor.

Respectfully submitted,

Louis M. Strauss

Louis M. Strauss

Morris Turk

Morris Turk

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 26th day of August, 1954, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Louis M. Strauss and Morris Turk, Trustees named in the above report of sale, and made oath in due form of law that the matters and things stated in the foregoing report are true to the best of their knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and Notarial Seal.

MILDRED F. BEAN NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Mildred F. Bean

Notary Public

18

LIBER 101 PAGE 258

ORDER NISI

Beatrice J. Chaney

versus

Alonzo P. Chaney

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,977 Equity

Ordered, this 26 day of August, 19 54, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Louis M. Strauss and Morris Turk, Trustees,

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

The report states that the amount of sales to be $ 750.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

Filed 26 Aug., 1954.

(Final Order)

Beatrice J. Chaney

versus

Alonzo P. Chaney

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 5th day of October, 19 54, that the sale made and reported by the Trustees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as they shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

19

Filed 5 Oct., 1954.

LIBER 101 PAGE 259

BEATRICE J. CHANEY Odenton, Maryland	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
ALONZO P. CHANEY c/o Slater's Tavern Subway Bar Odenton, Maryland	:	NO. 10,977 Equity
	:	

CERTIFICATE OF PUBLICATION OF ORDER NISI REPORT OF SALE

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 4, 1954

We hereby certify, that the annexed

Order Nisi - Eq. 10977

Alonzo P. Chaney

was published in

Maryland Gazette

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

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

No. M. G. 1860

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,977 Equity
BEATRICE J. CHANEY
Vs.
ALONZO P. CHANEY

Ordered, this 26th day of August, 1954, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Louis M. Streuss and Morris Turk, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 4th day of October next; Provided, a copy of this Order be inserted in some newspeper published in Anne Arundel County, once in each of three successive weeks before the 4th day of October next.

The report states that the amount of sales to be $750.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

s-23

20

Filed 5 Oct., 1954.

In the Case of

Beatrice J. Chaney

vs.

Alonzo P. Chaney

In the

Circuit Court

For

Anne Arundel County

No. 10,977 Equity

To the Honorable, the Judges of said Court:

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

October 26, 1954

All of which is respectfully submitted.

Laura R. Fahlsing
Auditor.

Filed 28 Oct, 1954

21

Dr. Beatrice J. Chaney vs. Alonzo P. Chaney in ac.

To Trustees for Commissions, viz:	46	76	46	76
To Trustees for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	29	25		
Jos. W. Alton, Jr. - Sheriff's costs	1	45		
Chipman W. Cunningham - Examiner's fee	10	00		
Irene Hazel - stenographer's fee	4	00		
Auditor - stating this account	13	50	68	20
To Trustees for Expenses, viz:				
Capital-Gazette Press - advertising sale	32	82		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Globe Indemnity Co. - bond premium	10	00		
George W. Scible - auctioneer's fee	15	00		
Clerk of Court - certified copy deed	1	50		
One-half Federal documentary stamps		55		
One-half State documentary stamps		55		
Mildred F. Bean - notary fee		75	75	17
To Trustees for Claims Filed, viz:				
Family Finance Corporation - in full for balance due on note (Order 10/16/54)	162	13		
Court costs	11	00	173	13
BALANCE FOR DISTRIBUTION - $393.28				
Distributed as follows:				
To Beatrice J. Chaney - one-half	196	64		
To Alonzo P. Chaney - one-half	196	64	393	28
			756	54

ZZ

with Louis M. Strauss and Morris Turk, Trustees Cr.

1954				
Aug.	26	Proceeds of Sale	750 00	
		Interest on deferred payment	5 28	755 28
		Refund 1954 State and County taxes ($3.79 -adjusted)	1 26	1 26
				756 54

LIBER 101 PAGE 263

ORDER NISI

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

Beatrice J. Chaney

VERSUS

Alonzo P. Chaney

No. 10,977 Equity.

ORDERED, This 28 day of October, 19 54., That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 6 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 6 day of December next.

Filed 28 Oct., 1954. John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 7th day of December, 1954., that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge

Filed 8 Dec., 1954.

Z.4

LIBER 101 PAGE 264

BEATRICE J. CHANEY	:	IN THE CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
ALONZO P. CHANEY	:	No. 10,977 Equity
	:	

CERTIFICATE OF PUBLICATION OF ORDER NISI ON AUDITOR'S ACCOUNT

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 3, 1954

We hereby certify, that the annexed

Order Nisi-Aud. Acct. - Eq. 10977

Alonzo P. Chaney

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 December, 1954. The first insertion being made the 4th day of November, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,977 Equity
BEATRICE J. CHANEY
Vs.
ALONZO P. CHANEY

Ordered, this 28th day of October, 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 6th 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 6th day of December next.

JOHN H. HOPKINS, 3rd., Clerk.

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

n-18

No. M.G. 3166

25

Filed 8 Dec., 1954

WINSON G. GOTT, JR, ASSIGNEE Lee Bldg., Annapolis, Md. vs. FRED R. DAVIS and TERESA S. DAVIS, his wife Fairmount Drive Woodland Beach, Edgewater, Md.	:	NO. 10,814 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

Order to Docket Case and File Exhibit

Mr. Clerk:

Please docket the above entitled case and file herewith the following instrument marked "Plaintiff's Exhibit 'A' " :

1. Original mortgage from Fred R. Davis and Teresa S. Davis, his wife, to Martin J. Cribbins and Marie V. Cribbins, his wife, dated February 21st, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 775, folio 286, with Short Assignment thereon from Martin J. Cribbins and Marie V. Cribbins, his wife, to the Plaintiff herein, dated September 4th, 1953.

Winson G. Gott, Jr., Assignee, Plaintiff
Lee Building, Annapolis, Maryland

Filed 22 Sept., 1953.

LIBER 775 PAGE 285 LIBER 101 PAGE 266

No. 10,814 Equity

THIS PURCHASE MONEY MORTGAGE, Made this 21st day of February, 1953, by and between FRED R. DAVIS and TERESA S. DAVIS, his wife, of Anne Arundel County, in the State of Maryland, hereinafter called Mortgagors, and MARTIN J. CRIBBINS and MARIE V. CRIBBINS, his wife, of the District of Columbia, hereinafter called Mortgagees.

WHEREAS the said Mortgagors are justly and bona fide indebted unto the said Mortgagees in the full and just sum of SIX THOUSAND FOUR HUNDRED DOLLARS ($6400.00) cash this day loaned, the said sum being a part of the purchase money for the hereinafter described property, and as evidence of such indebtedness have made, executed and delivered unto the said Mortgagees their one certain promissory note of even date herewith, drawn payable to the said Mortgagees, together with interest thereon at the rate of Six Per Centum (6%) per annum, to be repaid in monthly installments of Seventy-One Dollars and Six Cents ($71.06) each, payable on the fifteenth day of each and every month hereafter until fully repaid, said payments to be applied first to the interest on the unpaid balance and the remainder to the principal; with the privilege to said Mortgagors, at any time during the existence of this Mortgage and before default shall have occurred hereunder, to pay said principal indebtedness in its entirety with interest thereon to the time of such payment, or to pay in larger installments, on each installment date, than the amounts hereby required.

WHEREAS it was a condition precedent to the making of said loan that same should be secured by a good and valid Mortgage of the property hereinafter described, and in order to comply with said condition precedent and to secure the repayment of said indebtedness, both principal and interest as the same shall mature, these presents are executed.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar ($1.00), the said Mortgagors hereby do grant and convey unto the said Mortgagees, their heirs and assigns, in fee simple, all those Five (5) lots or parcels of ground situate and lying at Woodland Beach, in the First Election District of Anne Arundel County aforesaid, and described as follows:

BEING Lots Numbered 2066, 2067, 2068, 2069, and 2070, together with the right, title and interest of the Mortgagors, if any, in and to that portion of the road or roads, streets or avenues, immediately adjoining said premises, as

Plaintiff's Exhibit A.
Filed 22 Sept., 1953.

2

designated and delineated on the plat entitled: "Map of Woodland Beach, District Number One, Anne Arundel County, Maryland", Sheet No. 2, and filed among the Plat Records of Anne Arundel County, in Plat Cabinet 1, Rod Y, Plat 7, formerly in Plat Book F.S.R. No. 3, folio 21.

BEING the same lots of ground which were granted and conveyed to the said Mortgagors by the said Mortgagees, by Deed of even date herewith and intended to be recorded immediately prior hereto, in which Deed further reference is given to the title to said property.

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

TO HAVE AND TO HOLD the aforesaid parcels 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 Six Thousand Four Hundred Dollars ($6400.00), and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the said 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 of either of them, at any time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagees, their heirs, personal representatives or assigns, or Robert E. Dammeyer, 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

3

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 One Hundred Dollars ($100.00) 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 Mortgagees, 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 Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commission the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagees, their heirs, personal representatives or assigns, or Robert E. Dammeyer, 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

4

of said principal, costs, expenses, and commission.

AND the said Mortgagors for themselves, their heirs, personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagees, their heirs, personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Six Thousand Four Hundred Dollars ($6400.00), 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, their heirs, personal representatives and assigns.

WITNESS the Hands and Seals of the said Mortgagors:

TEST:

Robert E. Dammeyer
Robert E. Dammeyer
as to both

Fred R. Davis (SEAL)
Fred R. Davis

Teresa S. Davis (SEAL)
Teresa S. Davis

LIBER 775 PAGE 290

COUNTY OF ANNE ARUNDEL, STATE OF MARYLAND, TO WIT:

I HEREBY CERTIFY that on this 21st day of February, 1953, before me, the subscriber, a Justice of The Peace of the State of Maryland, in and for the County aforesaid, personally appeared Fred R. Davis and Teresa S. Davis, his wife, the Mortgagors named in the aforegoing Mortgage, and duly acknowledged the said Mortgage to be their respective act. At the same time also appeared Martin J. Cribbins and Marie V. Cribbins, his wife, the Mortgagees named in the aforegoing Mortgage, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein stated.

WITNESS my Hand and Seal:

ROBERT E. DAMMEYER JUSTICE OF THE PEACE ANNE ARUNDEL CO. MD.

Robert E. Dammeyer
Robert E. Dammeyer
Justice of The Peace

Recorded: August 13, 1953 at 2:15 P.M.

For value received we hereby assign the within and aforegoing mortgage to Winson G. Gott, Jr., for the purpose of collection and foreclosure.

Witness our hands and seals this 4th day of September, 1953.

Witness:

Marie Bethel
Marie Bethel

Martin J. Cribbins (SEAL)
Martin J. Cribbins

Marie V. Cribbins (SEAL)
Marie V. Cribbins

File in Equity #

PURCHASE
MONEY
MORTGAGE

(2)

From
FRED R. DAVIS and
TERESA S. DAVIS, his wife
Mortgagors

To
MARTIN J. CRIBBINS and
MARIE V. CRIBBINS, his wife
Mortgagees

Lots 2066, 2067, 2068, 2069, and 2070, Woodland Beach, First Election District, Anne Arundel County, Maryland.

Received for Record 13 Day of Aug 1953 at 2:15 P.M. and the same day recorded in Liber J.H.H. No. 775 Fol. 286, Land Records of Anne Arundel County
John H. Hopkins Jr. Clerk

Pd 5.00

ROBERT E. DAMMEYER
ATTORNEY AT LAW
217 MAIN STREET
ANNAPOLIS, MD.

Exempt.
Received for Record 21 Day of Sept. 1953 at 11:25 A.M. and the same day recorded in Liber J.H.H. No. 775 Fol. 290 Land Records of Anne Arundel County
John H. Hopkins Jrd Clerk

Pd. 75¢

LIBER 101 PAGE 271

WINSON G. GOTT,JR.,ASSIGNEE	:	NO. 10,814 EQUITY
	:	IN THE CIRCUIT COURT
vs.	:	FOR
FRED R. DAVIS and TERESA S. DAVIS,his wife	:	ANNE ARUNDEL COUNTY

: : : : : : : : :

Military Affidavit

STATE OF MARYLAND:
TO WIT:
ANNE ARUNDEL COUNTY:

On this 16th day of March,1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Winson G.Gott,Jr., Assignee, who being duly sworn according to law, deposed and said:

That Fred R. Davis and Teresa S. Davis, his wife, are the owners of the mortgaged property described in the mortgage filed in these proceedings; and upon diligent inquiry it has been found that the said Fred R. Davis and Teresa S. Davis, his wife, are not now in the military service of the United States.

Winson G. Gott, Jr.
Affiant

Sworn to, acknowledged and subscribed to before me,the day and year first above written.

Carol Ann Turner
Notary Public

Filed 16 Mar., 1954

Jud. 14073.

MORTGAGEE OR ATTORNEYS' BOND LIBER 101 PAGE 272 No. 10,814 Equity

Know all Men by these Presents:

THAT WE Winson G. Gott, Jr.

of Anne Arundel County, Maryland

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Seven thousand and no/100 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 16th day of March in the year of our Lord nineteen hundred and fifty-four

WHEREAS, the above bounden Winson G. Gott, Jr. by virtue of a power contained in a mortgage from Fred R. Davis & Teresa S. Davis, his wife to Martin J. Cribbins & Marie V. Cribbins, his wife dated Feb 21, 1953 and recorded in Liber JHH #775 No. folio 286 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 Winson G. Gott, Jr. 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
Elleanor G. Owings

Winson G. Gott, Jr. [SEAL]

[SEAL]

MARYLAND CASUALTY COMPANY

Per Chas. F. Lee
President

ATTEST: Edward C. Lee of Chas. F. Lee & Co. Inc. Agt.
Secretary

approved this 16 Mar., 1954
John H. Hopkins, 3rd, Clerk

Filed 16 Mar., 1954.

8

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

WINSON G. GOTT, JR., Attorney
Lee Building, Annapolis, Maryland

ASSIGNEE'S SALE

— OF VALUABLE —

Improved Fee Simple REAL ESTATE

SITUATE ON FAIRMOUNT DRIVE, WOODLAND BEACH
FIRST ELECTION DISTRICT

Under and by virtue of a power of sale contained in a mortgage from Fred R. Davis and Teresa S. Davis, his wife, to Martin J. Cribbins and Marie V. Cribbins, his wife, dated February 21, 1953, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 775, folio 286, default having occurred thereunder, which mortgage has been assigned to Winson G. Gott, Jr., Assignee, for the purpose of foreclosure, the undersigned Assignee will sell at public auction, at the Court House Door, Church Circle, Annapolis, Maryland, on

TUESDAY, MARCH 16th, 1954

AT 11:00 O'CLOCK, A.M.

All those five (5) adjacent lots having a combined frontage of 100 feet, more or less, in Woodland Beach, in the First Election District of Anne Arundel County, State of Maryland, described as follows:

BEING Lots Numbered 2066, 2067, 2068, 2069 and 2070, as designated and delineated on the plat entitled "Map of Woodland Beach, District Number One, Anne Arundel County, Maryland," Sheet Number 2, and filed among the Plat Records of Anne Arundel County, in Plat Cabinet One (1), Rod Y, Plat 7. Being the same property described in the aforesaid mortgage. Subject to restrictions set forth in deed from Frank I. Williams and wife to Emile H. Roth and in deed from Warren Smaddeck and wife to Walter Cragi and wife, recorded in W. M. B. No. 130, folio 413, and J. H. H. No. 402, folio 463, respectively.

IMPROVED by a bungalow containing 5 rooms and bath, attic, floor-type furnace, 2 porches, garage.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time and place of sale, balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars apply to:

WINSON G. GOTT, JR., Assignee,
Lee Building, Annapolis, Maryland.

Filed 16 Mar., 1954

CAPITAL-GAZETTE PRESS, ANNAPOLIS, MD.

No.10,814 Equity

LIBER 101 PAGE 274

I hereby certify that I have this 16th day of March,1954, sold the within described property to S. Michaelis - - - - - - - - - - - - - - - at and for the sum of Five Thousand ($5,000.00) Dollars - - - - - - - - - - they being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

George W.Scible,Auctioneer

I / We hereby certify that I / we have this day, March 16,1954, purchased the within described property from Winson G.Gott,Jr.,Assignee, at and for the sum of FIVE THOUSAND DOLLARS ($5000.00) and I / we hereby agree to comply with the terms of sale as set forth on the reverse side hereof.

S. Michaelis
Purchaser

Filed 16 Mar., 1954

10

LIBER 101 PAGE 275

WINSON G. GOTT,JR.,ASSIGNEE	:	NO. 10,814 EQUITY
	:	IN THE CIRCUIT COURT
vs.	:	FOR
FRED R. DAVIS and TERESA S. DAVIS,his wife	:	ANNE ARUNDEL COUNTY

: : : : : : : : :

Report of Sale

The report of sale of Winson G.Gott,Jr.,Assignee in the Mortgage filed in this case for foreclosure, respectfully shows that after giving bond with security for the faithful discharge of his trust, as prescribed by law, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Maryland Gazette, a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, and also by advertisements in The Evening Capital, said Assignee, Winson G.Gott,Jr., did pursuant to said notice on Tuesday, March 16th,1954, at 11:00 o'clock A.M., attend at the Court House Door, Church Circle,Annapolis, Maryland, and then and there sold the fee simple property mentioned and described in the attached advertisement of sale,which is prayed to be taken as part of this report, (said property being lots 2066,2067,2068,2069 and 2070 as designated on the Plat of Woodland Beach in Plat Cabinet 1,Rod Y,Plat 7)unto S. Michaelis, at and for the price of Five Thousand ($5,000.00) Dollars, which said sum was the highest amount bid for the property.

Winson G.Gott,Jr.,Assignee

STATE OF MARYLAND:ANNE ARUNDEL COUNTY:TO WIT:

I hereby certify that on this 16th day of March,1954,before me, a Notary Public of the State and County aforesaid,personally appeared Winson G.Gott,Jr.,Assignee,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.

Carol Ann Turner
Notary Public

Filed 16 Mar, 1954

11

WINSON G. GOTT, JR., ATTORNEY
Lee Building, Annapolis, Maryland

ASSIGNEE'S SALE OF VALUABLE IMPROVED FEE SIMPLE REAL ESTATE SITUATE ON FAIRMOUNT DRIVE, WOODLAND BEACH, 1st ELECTION DISTRICT

Under and by virtue of a power of sale contain in a mortgage from Fred R. Davis and Teresa S. Davis, his wife, to Martin J. Cribbins and Marie V. Cribbins, his wife, dated February 21, 1953, and recorded among the Land Records of Anne Arundel County in Liber J. E. H. No. 775, folio 286, default having occurred thereunder, which mortgage has been assigned to Winson G. Gott, Jr., Assignee, for the purpose of foreclosure, the undersigned Assignee will sell at public auction, at the Court House Door, Church Circle, Annapolis, Maryland, on

TUESDAY, MARCH 16, 1954
AT 11 O'CLOCK, A. M.

All those five (5) parcel lots having a combined frontage of 100 feet, more or less, in Woodland Beach, in the First Election District of Anne Arundel County, State of Maryland, described as follows:

Being Lots Numbered 2066, 2067, 2068, 2069 and 2070, as designated and delineated on the plat entitled "Map of Woodland Beach, District Number One, Anne Arundel County, Maryland." Sheet Number 2, and filed among the Plat Records of Anne Arundel County, in Plat Cabinet One (1), Rod Y, Plat 7. Being the same property described in the aforesaid mortgage. Subject to restrictions set forth in deed from Frank I. Williams and wife to Emile H. Roth and in deed from Warren Smallbeck and wife to Walter Crile and wife, recorded in W. M. B. No. 130, folio 413 and J. H. H. No. 402, folio 463, respectively.

IMPROVED: by a bungalow containing 5 rooms and bath, attic, floor-type furnace, 2 porches, garage.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time and place of sale, balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:
WINSON G. GOTT, JR.
Assignee, Lee Building, Annapolis, Maryland
GEORGE W. SCIBLE, Auctioneer.

m-11

LIBER 101 PAGE 277

ORDER NISI

Winson G. Gott, Jr.,
Assignee

versus

Fred R. Davis and
Teresa S. Davis, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,814 Equity

Ordered, this 16 day of March, 19 54, That the sale of the Property in these Proceedings mentioned, made and reported by Winson G. Gott, Jr., Assignee, ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 26 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 26 day of April next.

The report states that the amount of sales to be $ 5,000.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

Filed 16 Mar., 1954.

(Final Order)

Winson G. Gott, Jr.,
Assignee

versus

Fred R. Davis and
Teresa S. Davis, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 4th day of May, 1954, that the sale made and reported by the ~~Trustee~~ assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

12

Filed 4 May, 1954.

LIBER 101 PAGE 278

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 30, 1954

We hereby certify, that the annexed

Order Nisi. Sale

Eq-10-814

Fred R. Davis.

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 April, 1954 The first insertion being made the 25th day of March, 1954

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel P. Tilghman

Filed 3 May, 1954.

13

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,814 Equity
WINSON G. GOTT, JR., Assignee
Vs.
FRED R. DAVIS And TERESA S. DAVIS, His Wife.

Ordered, this 16th day of March, 1954, That the sale of the Property in these Proceedings mentioned, made and reported by Winson G. Gott, Jr., Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 26th 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 26th day of April next.

The report states that the amount of sales to be $5,000.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

a-15

LIBER 101 PAGE 279

WINSON G. GOTT, JR., ASSIGNEE	:	NO. 10,814 EQUITY
		IN THE CIRCUIT COURT
vs.	:	
		FOR
FRED R. DAVIS and TERESA S. DAVIS, his wife	:	ANNE ARUNDEL COUNTY

: : : : : : : : : :

Statement of Mortgage Debt

To balance due on principal	$6,081.98
To interest to March 16, 1954	152.00
Total	$6,233.98

STATE OF MARYLAND: ANNE ARUNDEL COUNTY: TO WIT:

I hereby certify that on this 10th day of June, 1954, before me, a Notary Public of the State and County aforesaid, personally appeared Winson G. Gott, Jr., Assignee, and made oath in due form of law that the above statement of mortgage debt is true and correct to the best of his knowledge, information and belief.

As witness my hand and Notarial Seal.

R. Tilghman Brice, 3rd Notary Public

Filed 10 June, 1954

14

In the Case of

Winson G. Gott, Jr.,
Assignee

VS.

Fred R. Davis
and
Teresa S. Davis, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,814 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.

June 11, 1954

All of which is respectfully submitted.

Laura K. Jackling
Auditor.

Filed 14 June, 1954

15

Dr. Winson G. Gott, Jr., Assignee, vs. Fred R. Davis and Teresa S. Davis, his wife in ac.

To Assignee for Fee, viz:	100	00		
To Assignee for Commissions, viz:	181	28	281	28
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's Appearance fee	10	00		
Clerk of Court - Court costs	21	25		
Jos. W. Alton, Jr. - Sheriff's costs	2	90		
Auditor - stating this account	9	00	43	15
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	60	00		
Capital-Gazette Press - handbills	9	83		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Maryland Casualty Co. - bond premium	28	00		
George W. Scible - auctioneer's fee	25	00		
Clerk of Court - recording assignment		75		
One-half Federal Documentary stamps	2	75		
One-half State documentary stamps	2	75		
Carol Ann Turner - notary fees	1	00	144	08
To Assignee for Taxes, viz:				
1954 State and County taxes ($71.68-adj)	15	57	15	57
To Martin J. Cribbins and Marie V. Cribbins, his wife, mortgagees - this balance on account mortgage claim	4,558	67	4,558	67
			5,042	75
Amount of mortgage claim filed	6,233	98		
Cr. Amount allowed as above	4,558	67		
Balance subject to decree in personam	1,675	31		

with Winson G. Gott, Jr., Assignee

Cr.

1954				
Mar.	16	Proceeds of Sale	5,000 00	
		Interest on deferred payment	42 75	5,042 75
				5,042 75

LIBER 101 PAGE 283

ORDER NISI

Winson G. Gott, Jr.,
Assignee

VERSUS

Fred R. Davis
and
Teresa S. Davis, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,814 Equity.

ORDERED, This 14 day of June, 19 54, That the Report and Account of the Auditor, filed this day in the above entitled cause,

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

Filed 14 June 1954. John H. Hopkins, 3rd, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20th day of July, 1954, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge.

Filed 20 July, 1954

15

LIBER 101 PAGE 284

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 14, 1954

We hereby certify, that the annexed

Order Nisi. Eq. 10,814

And Account.

Fred R. Davis

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 19th day of July, 1954. The first insertion being made the 17th day of June, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel O. Tilghman

Filed 20 July, 1954.

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,814 Equity
WINSON G. GOTT, JR.,
Vs.
FRED R. DAVIS And TERESA S. DAVIS, His Wife.

Ordered, this 14th day of June, 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 19th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19th day of July next.

JOHN H. HOPKINS, 3rd., Clerk.

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

jy-1

No. M. G. 972

19

J. CALVIN CARNEY, Assignee	*	IN THE
vs.	*	CIRCUIT COURT
MILDRED WILLIAMS	*	FOR
	*	ANNE ARUNDEL COUNTY
		In Equity
		No. 10,762

* * * * * * * * * *

Mr. Clerk:

Please docket the above-entitled case and file the accompanying Mortgage, marked Plaintiff's Exhibit No. 1.

J. Calvin Carney, Assignee
3 East Lexington Street
Baltimore 2, Maryland

J. Calvin Carney

Blanchard D. Carney
3 East Lexington Street
Baltimore 2, Maryland

Solicitors for Assignee

Filed 6 July, 1953.

LAW OFFICES
J. CALVIN CARNEY
J. CALVIN CARNEY, JR.
BLANCHARD D. CARNEY
3 E. LEXINGTON ST.
BALTIMORE 2, MD.

Plaintiff's Exhibit No. 1

LIBER 101 PAGE 286

No. 10,762 Equity

MORTGAGE FEE—COUNTY—34.

PURCHASE MONEY

This Mortgage, Made this 10th day August

in the year nineteen hundred and forty-four, by Mildred Williams

Mortgagor of Anne Arundel County, in the State of Maryland, of the first part,

and The Cottage Building and Loan Association, a body corporate, of Baltimore, Maryland,

Mortgagee, of the second part.

WHEREAS, the said Mildred Williams, being a member of the said body corporate, has received therefrom an advance of Three Thousand Five Hundred Dollars ($3,500.00) on thirty-five (35) shares of its stock, the execution of this mortgage having been a precedent to the granting of the said advance, being the balance of the purchase price of the hereinafter described property.

Filed 6 July, 1953.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagor, Mildred Williams

do es grant and convey unto the said

Mortgagee, its successors ~~xxix~~s and assigns, in fee simple, all

those lot s or parcels of ground situate and lying in Fifth Election District of Anne Arundel County, aforesaid, and described as follows:

ALL that ground and premises, situate, lying and being in Anne Arundel County, State of Maryland, and being known as Lots numbered 180-181 of Patapsco Park, situate at Pumphrey's Station, in the Fifth Election District of Anne Arundel County, as shown on the plat of the property of The Patapsco Park Land Company, which plat is duly filed in the office of the Clerk of the Circuit Court for Anne Arundel County in Plat Book G.W. No. 1, Folio 31, and which said lots are described as follows, that is to say: Fronting fifty (50) feet on Miland Avenue with an even depth of one hundred (100) feet.

BEING the same property conveyed to Mildred Williams by The Cottage Building and Loan Association, a body corporate, of Baltimore, Maryland, by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County prior hereto.

Plaintiff's Exhibit No. 1.

And the said Mortgage, for herself, her heirs, personal representatives and assigns covenants with the said Mortgagee, its successors and assigns, to pay and perform as follows: That is to say, to pay to the said Mortgagee, its successors and assigns, the weekly sum of $10.45 per week at every regular meeting of the said Mortgagee until the sum of Thirty-Five Hundred Dollars ($3500.00) shall be repaid on account of the principal debts, and also that there is to be paid and deducted from the weekly payment of $10.45, 12 cents per share per week as interest and the sum of $5.25 per week on account of the principal debt, and the sum of $1.00 per week as an expense account to be used for the payment of taxes, interest, assessment and public dues for which the property hereby mortgage may become liable; and the said Mortgagor further covenants that when the sum of $100.00 shall be repaid in weekly dues and weekly payments on the principal debt, then the said weekly payments of the mortgagor shall be reduced 12 cents as to the payment of interest and so on as often as $100.00 shall be repaid, and that the Mortgagor shall pay all fines and assessments according to the rules and by-laws of the said Mortgagee.

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 s of ground and premises unto and to the proper use and benefit of The Cottage Building and Loan Association, a body corporate, its successors and assigns, forever.

PROVIDED, that if the said Mildred Williams, her heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Three Thousand Five Hundred ($3,500.00) 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 Mortgagor, Mildred Williams, 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, mort-

gage debt and interest, the said Mortgagor, Mildred Williams, for herself, her heirs, personal representatives and assigns, does hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part of either of them, at any time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagee, The Cottage Building and Loan Association, a body corporate, its successors or assigns, or Louis M. Strauss, 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 or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notice as by the said Mortgagee, its successors or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of Fifty dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, its successors 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 Mortgagor her personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagor for herself, her heirs, personal representatives and assigns, do es hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commission the said Mortgagor for herself, her heirs, personal representatives and assigns, do es hereby covenant to pay, and the said Mortgagee, its successors or assigns, or Louis M. Strauss, 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, costs, expenses and commission.

AND the said Mortgagor for herself, her personal representatives and assigns, do es further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand Five Hundred ($3,500.00) 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 Mortgagee its successors and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee its, successors and assigns.

WITNESS the hand and seal of the said Mortgagor

TEST:

Sigmund Stephan

Mildred Williams (SEAL)
Mildred Williams

(SEAL)

(SEAL)

(SEAL)

STATE OF MARYLAND, BALTIMORE CITY, ~~COUNTY~~ TO WIT:

I Hereby Certify, that on this 10th day of August in the year nineteen hundred and forty-four before me, a Notary Public of the State of Maryland, in and for the ~~County~~ City aforesaid, personally appeared Mildred Williams the Mortgagor named in the aforegoing Mortgage and she acknowledged the aforegoing Mortgage to be her act. At the same time also appeared Bernard Levine, President of The Cottage Building and Loan Association, a body corporate, of Baltimore, 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.

Sigmund Stephan NOTARY PUBLIC

Baltimore, Maryland
June 19, 1953.

FOR VALUE RECEIVED, Cottage Building and Loan Association, a body corporate, (erroneously called in the aforegoing mortgage The Cottage Building and Loan Association, a body corporate, of Baltimore, Maryland) hereby assigns the within mortgage and the mortgage debt covered thereby, to J. Calvin Carney. AS WITNESS the corporate seal of said Cottage Building and Loan Association and the signature of its President.

ATTEST:

B. G. Meyer, Secretary

COTTAGE BUILDING AND LOAN ASSOCIATION
By Bernard Levine, Pres.
Bernard Levine, President

SHORT ASSIGNMENT OF MORTGAGE

FROM

COTTAGE BUILDING AND LOAN ASSOCIATION

TO

J. CALVIN CARNEY

BLOCK No.

Received for Record June 23, 1953 at 9 o'clock A. M. Same day Recorded in Liber ~~M. L. P.~~ J.H.H. No. 315 Folio 74 etc., one of the Land Records of ~~Baltimore City~~ A.A.Co. and examined.

Per John H. Hopkins 3rd Clerk.

Pd. 1.25

10M—10-52

FROM

MILDRED WILLIAMS

TO

THE COTTAGE BUILDING AND LOAN ASSOCIATION, a body corporate, of Baltimore City

BLOCK NO.

Received for Record 11 August, 1944, at 11:20 o'clock A. M. Same day recorded in Liber J.H.H. No. 315 Folio 72 &c., one of the Land Records of Anne Arundel County examined per John H. Hopkins 3rd Clerk.

Cost of Record, $4.25 Paid.

The Daily Record Company, Baltimore, Md.

LIBER 101 PAGE 290

Docket ..... *Folio* .....

Case No. .....

Filed .....

J. CALVIN CARNEY, Assignee

vs.

MILDRED WILLIAMS

IN THE

CIRCUIT COURT ~~XXXXXX~~

FOR

~~XX~~

ANNE ARUNDEL COUNTY

~~XXXXXXXXXXXXXXXX~~

In Equity

No. 10,762

STATEMENT OF MORTGAGE CLAIM

Filed 28 July, 1953

Statement of the Mortgage Claim of J. Calvin Carney, Assignee of The Cottage Building and Loan Association under the mortgage from Mildred Williams

to The Cottage Building and Loan Association

dated the 10th day of August, 1944, and recorded among the Land Records of ~~Baltimore~~ Anne Arundel County, in Liber J.H.H. No. 315 Folio 72

Amount of Loan		$3500.00
Paid on account of principal		1356.08
Balance		$2143.92
Paid in Expense Account	$526.61	
Expenses Paid	408.34	118.27
Balance		$2025.65
Interest from 9/10/52 - 9/16/53		133.56
Total		$2159.21

J. Calvin Carney, Assignee

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 28th day of July in the year nineteen hundred and fifty-three before me, a Notary Public of the State of Maryland, in and for ~~Baltimore City~~ Baltimore County, personally appeared J. Calvin Carney, 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. Theresa [illegible]

Notary Public

6

LIBER 101 PAGE 291 Military Affidavit under Soldiers' and Sailors' Civil Relief Act of 1940 and Amendment thereto of October 6, 1942

J. CALVIN CARNEY, Assignee

vs.

MILDRED WILLIAMS

IN THE

CIRCUIT COURT ~~XXXX~~

FOR

ANNE ARUNDEL COUNTY

In Equity

No. 10,762

Docket ..... Folio .....

Case No. .....

Filed .....

Filed 28 July, 1953

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared J. Calvin Carney, Assignee

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.

(5) said defendant is dead.

J. Calvin Carney, Assignee

Subscribed and sworn to before me this 8th day of July 1953

Notary Public

THOMAS J. GALLO NOTARY PUBLIC ANNE ARUNDEL CO. MD.

LIBER 101 PAGE 292

A STOCK COMPANY — ESTABLISHED 1890

Fidelity and Deposit Company

HOME OFFICE **OF MARYLAND** *BALTIMORE 3*

No. 10,762 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, J. Calvin Carney
Central Savings Bank Bldg.
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 THREE THOUSAND FIVE HUNDRED AND 00/100- -($3,500.00)- - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, 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 8th day of July in the year of our Lord nineteen hundred and fifty-three

Whereas, the above bounden J. Calvin Carney by virtue of the power contained in a mortgage from Mildred Williams to Cottage Building & Loan Association bearing date the 10 day of August 1944 and recorded among the mortgage records of Anne Arundel County in Liber J.H.H. No. 315 Folio 72 and J. Calvin Carney is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden J. Calvin Carney do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounden J. Calvin Carney has hereto set my 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:

Theresa J. Gallo

J. Calvin Carney (SEAL)

(SEAL)

Witness: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

K. Woodburn

K. Woodburn *As to Surety*

By T. N. Ferciot, *Attorney-in-Fact*

MD3228a—500, 6-49 *124470*
Mortgagee's or Attorney's Bond

Approved this 28 July, 1953
John H. Hopkins, 3rd, Clerk

Filed 28 July, 1953

8

State of Maryland, Baltimore City, sct:

LIBER 101 PAGE 293

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 **T. N. Ferciot** 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 22nd day of August, 1951.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST: W. HOLTON PARR
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.

July 8, 19 53

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

D. T. Hollyday,
Assistant Secretary

J. CALVIN CARNEY, Assignee	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
MILDRED WILLIAMS	:	ANNE ARUNDEL COUNTY In Equity No. 10,762

-----ooo:ooo-----

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of J. Calvin Carney, Assignee, respectfully shows:

1. That said J. Calvin Carney as Assignee of mortgage from Mildred Williams to Cottage Building and Loan Association dated August 10, 1944 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 315, folio 72 in the sum of $3500.00, covering lots Nos. 180 and 181, Patapsco Park, situate at Rumphrey's Station, in the Fifth Election District of Anne Arundel County as shown on the Plat of The Patapsco Park Land Company which Plat is duly filed in the Office of the Clerk of the Circuit Court for Anne Arundel County in Plat Book G.W. No.1, folio 31, said property being known as No. 210 Midland Avenue, (also known as Miland Avenue), pursuant to terms of said mortgage and the powers contained therein, (default having occurred in the terms and conditions of said Mortgage) and after docketing the above-entitled suit, and after furnishing bond for the faithful performance of his duties, which bond has been duly approved by the Clerk of this Court, and filed in this Court, and after having given notice of the time, place, manner and terms of sale by advertisement inserted in the Maryland Gazette, a weekly newspaper published in Anne Arundel County for more than twenty days preceding the sale and by posting said property and by short advertisements in the Sunday Sun and Sunday American on the Sunday preceding the sale, the said J. Calvin Carney, Assignee of said mortgage as aforesaid, did pursuant to

Filed 5 Aug., 1953.

LAW OFFICES
J. CALVIN CARNEY
J. CALVIN CARNEY, JR.
BLANCHARD D. CARNEY
3 E. LEXINGTON ST.
BALTIMORE 2, MD.

9

said notice on Friday, July 31, 1953 at 2:00 p.m. attend on the premises and then and there sold said property known as Lots Nos. 180 and 181, Patapsco Park, situate at Pumphrey's Station, in the Fifth Election District of Anne Arundel County as shown on the Plat of The Patapsco Park Land Company which Plat is duly filed in the Office of the Clerk of the Circuit Court for Anne Arundel County in Plat Book G.W. No. 1, folio 31, the improvements thereon being known as 210 Midland Avenue, (also known as Miland Avenue), fully and particularly described in these proceedings and in the advertisement of sale attached hereto as part hereof, unto Brooks Realty Corporation, a body corporate of the State of Maryland, at and for the sum of Four Thousand Two Hundred Fifty-Five Dollars ($4255.00), it being then and there and at that price the highest bidder therefor.

Respectfully submitted,

J. Calvin Carney

J. Calvin Carney, Assignee

Blanchard D. Carney

Blanchard D. Carney
3 E. Lexington Street
Baltimore 2, Maryland
Solicitors for Assignee

J. CALVIN CARNEY, Solicitor
BLANCHARD D. CARNEY, Solicitor
3 E. Lexington Street,
Baltimore, Maryland.

MORTGAGE SALE
210 Midland Avenue,
also known as 210 Miland Avenue,
Fifth Election District,
Anne Arundel County

Under and by virtue of the power and authority contained in Mortgage from Mildred Williams dated August 10, 1944, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 315, folio 72, etc (default having occurred thereunder) and said Mortgage having been assigned to the undersigned for the purpose of foreclosure, the undersigned Assignee will sell at public auction, on the premises, on

FRIDAY, JULY 31, 1953,
AT 2:00 P. M.

all that lot of ground and improvements thereon situate and lying in Anne Arundel County, and described as follows:

Being known as Lots numbered 180-181 Patapsco Park, situate at Pumphrey's Station, in the Fifth Election District of Anne Arundel County, as shown on the Plat of the property of The Patapsco Park Land Company, which Plat is duly filed in the Office of the Clerk of the Circuit Court for Anne Arundel County in Plat Book G. W. No. 1, Folio 31, and which said lots are described as follows, that is to say: Fronting fifty (50) feet on Midland Avenue with an even depth of one hundred (100) feet. In fee simple. Improved by two story asbestos shingle cottage known as 210 Midland Avenue, also known as 210 Miland Avenue.

Terms of Sale: A cash deposit of $750.00 will be required of the purchaser at the time and place of sale; balance of purchase money upon final ratification of sale by Circuit Court for Anne Arundel County and to bear interest from the date of sale to date of settlement. Taxes and all other expenses, including Anne Arundel County Sanitary Commission charges, if any, to be adjusted to the date of sale.

J. CALVIN CARNEY,
Assignee.

E. T. NEWELL & CO., INC.,
1419 Maryland Avenue,
Baltimore, Maryland, Auctioneers.

jy-30

LAW OFFICES
J. CALVIN CARNEY
J. CALVIN CARNEY, JR.
BLANCHARD D. CARNEY
3 E. LEXINGTON ST.
BALTIMORE 2, MD.

10

STATE OF MARYLAND, CITY OF BALTIMORE: to wit:-

I HEREBY CERTIFY, that on this 3rd day of August, 1953, before me the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared J. Calvin Carney, Assignee, 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.

Notary Public

LAW OFFICES
J. CALVIN CARNEY
J. CALVIN CARNEY, JR.
BLANCHARD D. CARNEY
3 E. LEXINGTON ST.
BALTIMORE 2, MD.

//

J. CALVIN CARNEY, Assignee	:	IN THE
	:	CIRCUIT COURT
vs	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	In Equity
MILDRED WILLIAMS	:	No. 10,762

-----ooo:ooo-----

I, JOHN M. MILLER, JR., VICE-PRESIDENT OF E. T. NEWELL & CO., INC., HEREBY CERTIFY, that I have sold property 210 Midland Avenue, (also known as Miland Avenue), Anne Arundel County, Maryland, on Friday, July 31, 1953, at 2:00 p.m., to Brooks Realty Corporation, a body corporate, at and for the sum of Forty-Two Hundred and Fifty-Five ($4255.00) Dollars and that said sale was fairly made.

TEST: Betty M. Troeschler

E. T. NEWELL & CO., INC.

BY: John M. Miller Jr.
John M. Miller, Jr., Vice-President

I, CHARLES RAITH, VICE-PRESIDENT OF BROOKS REALTY CORPORATION, HEREBY CERTIFY, that I have purchased property 210 Midland Avenue, (also known as Miland Avenue), Anne Arundel County, Maryland, on Friday, July 31, 1953, at 2:00 p.m., at and for the sum of Forty-Two Hundred and Fifty-Five ($4255.00) Dollars and that said sale was fairly made.

TEST: J. F. Merriman

BROOKS REALTY CORPORATION

BY: Charles Raith
Charles Raith, Vice-President

MARYLAND — BROOKS REALTY CORPORATION — 1936

Filed 13 Aug., 1953

LAW OFFICES
J. CALVIN CARNEY
J. CALVIN CARNEY, JR.
BLANCHARD D. CARNEY
3 E. LEXINGTON ST.
BALTIMORE 2, MD.

12

ORDER NISI

LIBER 101 PAGE 298

J. CALVIN CARNEY, Assignee

versus

MILDRED WILLIAMS

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,762 Equity

Filed 10 Sept., 1953.

Ordered, this 10 day of September, 19 53, That the sale of the Property in these Proceedings mentioned, made and reported by J. Calvin Carney, Assignee, ~~Trustees,~~ BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19 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 19 day of October next.

The report states that the amount of sales to be $ 4,255.00

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

J. CALVIN CARNEY, Assignee

versus

MILDRED WILLIAMS

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 20 Oct., 1953.

ORDERED BY THE COURT, This 20th day of October, 1953, that the sale made and reported by the ~~Trustee~~ Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

13

LIBER 101 PAGE 299 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 9, 1953

We hereby certify, that the annexed

Order Nisi - Sale - Eq. - 10762

Mildred 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 19th day of October, 1953. The first insertion being made the 17th day of September, 1953

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

No. M. G. 10160

14

Filed 9 Oct., 1953.

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,702 Equity
J. CALVIN CARNEY, Assignee
Vs.
MILDRED WILLIAMS

Ordered, this 10th day of September, 1953, That the sale of the Property in these Proceedings mentioned, made and reported by J. Calvin Carney, Assignee, Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10th 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 10th day of October next.

The report states that the amount of sales to be $4,255.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

o-8

In the Case of

J. Calvin Carney,
Assignee
VS.
Mildred Williams

In the

Circuit Court

For

Anne Arundel County

No. 10,762 Equity

To the Honorable, the Judges of said Court:

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

The following claims of Francis A. Johnson for reimbursement for payments made by him, and payment of obligations incurred by him, in connection with the property involved in these proceedings, have been disallowed by the Auditor, viz:

(1) Payment by Francis A. Johnson to ~~Community Fuel~~ Company in the amount of $130.67;

(2) Payment to The Equitable Trust Company in the amount of $40.25;

(3) Payment to the Baltimore Federal Savings & Loan Association in the amount of $26.94;

(4) Balance due The Equitable Trust Company on purchase price of oil burner - $166.71.

(See opinion of Judge Clark in #10,382 Equity, and authorities therein cited.)

April 8, 1954

Filed 13 Apr., 1954

All of which is respectfully submitted.

Laura R. Dickling
Auditor.

In the Case of

In the

Dr. J. Calvin Carney, Assignee, vs. Mildred Williams in ac.

To Assignee for Fee, viz:	50	00		
To Assignee for Commissions, viz:	160	83	210	83
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	26	00		
Auditor - stating this account and two copies	63	00	99	00
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	35	00		
Capital-Gazette Press - Orders nisi on Sale	16	00		
Capital-Gazette Press - notice to creditors	8	00		
Capital-Gazette Press - order nisi (audit)	6	00		
The Sun - advertising sale	8	10		
Baltimore News-Post - advertising sale	8	25		
Mutual Insurance Agency, Inc. -bond premium	14	00		
E. T. Newell & Co. - auctioneer's fee	50	00		
Clerk of Court - recording assignment	2	25		
One-half Federal documentary stamps	2	48		
One-half State documentary stamps	2	47		
Theresa J. Gallo - notary fees	1	00		
Phyllis J. Smith - notary fees	1	00	154	55
To J. Calvin Carney, Assignee of Cottage Building & Loan Association, mortgagee - in full for mortgage claim	2,159	21	2,159	21
To Assignee for Court costs due by Francis A. Johnson, Administrator of Mildred Williams Johnson, deceased, viz:				
R. Glenn Prout, Register of Wills - Court costs	9	60	9	60
To Assignee for Preferred Claims, viz:				
United States of America - balance due on F.H.A. note signed by Mildred Williams Johnson (assigned by Union Trust Co. of Maryland)	387	42		
Interest from 12/27/52 to 4/27/54	30	99	418	41
To Assignee for Reimbursement to Francis A. Johnson, Administrator, for Costs and Expenses advanced by him in Estate of Mildred W. Johnson, viz:				
Capital-Gazette Press - notice to creditors	8	00		
Globe Indemnity Co. - bond premium	10	00		
Edward N. C. Bradley and John H. Stieff - fee for appraising real estate	15	00		
Certified copies of Letters, etc.	1	50		
Baltimore Photo Blue Print Co. - photostatic copies		50	35	00

To Assignee for Reimbursement to Francis A. Johnson for payments made by him on account claims filed against the Estate of Mildred W. Johnson, viz:			
(1) Cottage Building & Loan Ass'n - total payments on account mortgage	125	40	
(2) Union Trust Co. of Maryland - five payments of $13.98 each on account note (balance due assigned to United States of America)	69	90	
(3) The Equitable Trust Co. - balance due on note of Mildred W. Johnson	91	73	287 03
BALANCE FOR DISTRIBUTION - $1,016.17			
Distributed to the heirs at law of Mildred Williams Johnson, who died May 16, 1952, viz:			
(1) To Francis A. Johnson, Widower - one-half $508.09			
LESS 1% direct inheritance tax 5.08			
$503.01			
LESS Judgment claim of Baltimore Federal Savings & Loan Ass'n, viz:			
Debt $299.75			
Interest from 7/13/53 13.49			
Court costs 15.85			
Attorney's fee 44.96			
Recording release .50			
374.55	128	46	
(2) To Baltimore Federal Savings & Loan Association - in full for judgment claim as above (Order of 1/7/54)	374	55	
(3) To Robert L. Williams, Father - one-half $508.08			
LESS 1% direct inheritance tax 5.08			
	503	00	
(4) To R. Glenn Prout, Register of Wills - total inheritance tax	10	16	1,016 17
			4,389 80

16

with J. Calvin Carney, Assignee Cr.

1953						
July	31	Proceeds of Sale	4,255	00		
		Interest on deferred payment - 2 months, twenty-six days	60	98	4,315	98
		Refund 1953 State and County taxes ($45.58) - 5 months	18	99		
		Refund 1953 Water and Sewer Benefit Charges ($9.00) - 5 months	2	75		
		Refund fire insurance premium	7	08	28	82
		Rent collected by Assignee - three weeks to 7/31/54	45	00	45	00
					4,389	80

LIBER 101 PAGE 304

ORDER NISI

J. Calvin Carney,

Assignee

VERSUS

Mildred Williams

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 10,762 Equity.

Filed 13 Apr., 1954

ORDERED, This 13 day of April 19 54, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 24 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 24 day of May next.

John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

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

LIBER 101 PAGE 305

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 26, 1954

We hereby certify, that the annexed

Order Nisi.

Aud. Acct. Eq. 10,762

Mildred 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 24th day of May, 1954 The first insertion being made the 22nd day of April, 1954

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel P. Tilghman

ORDER NISI.

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,762 Equity
J. CALVIN CARNEY, Assignee
Vs.
MILDRED WILLIAMS

Ordered, this 13th 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 24th 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 24th day of May next.

JOHN H. HOPKINS, 3rd., Clerk.

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

m-6

19
No. 6553

Filed 27 May, 1954

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

J. CALVIN CARNEY, ASSIGNEE, :

PLAINTIFF. :

VS. : NO. 10,762 EQUITY

MILDRED WILLIAMS, :

DEFENDANT. :

:::::::

M E M O R A N D U M

The question before me at this time is whether one tenant in common (owning a half interest) of a property can live therein for a year and rent it for ten weeks thereafter, and then, without accounting for either the value of the use and occupation, or the rents actually collected, send his co-tenant a bill for half the carrying charges on the property incurred while he was so living there and so collecting the rents? The question arises on exceptions to the ratification of an auditor's account.

Mildred Williams owned a property. On August 10, 1944, she mortgaged it to The Cottage Building and Loan Association to secure $3500.00. She subsequently intermarried with a certain Francis A. Johnson. She departed this life, intestate, May 16, 1952, seized of said property, leaving the said Francis A. Johnson, her surviving husband, and Robert L. Williams, her father, as her heirs-at-law. Johnson lived on the property for about a year, and then rented it for ten weeks at $15.00 a week. He made payments to said Building Association amounting to $125.40, but defaulted along about September, 1952. The Building Association, thereupon, assigned its mortgage to J. Calvin Carney, Esquire, for purposes of foreclosure. Mr. Carney on July 31, 1953, sold the property, in virtue of the power contained in said mortgage, for $4255.00. After this sale was ratified, the husband filed a petition asking that he be allowed certain items out of the surplus proceeds of sale. The auditor allowed certain of these

Filed 27 May, 1954.

20

items, but refused to allow others, and said Johnson excepted to the ratification of her account by reason thereof. He also excepted because a judgment of the Baltimore Federal Savings and Loan Association against him was allowed out of his share of the surplus rather than out of the common fund before division.

The items disallowed are certain obligations incurred by the said Francis A. Johnson, said Mildred's surviving husband, after her death, without his co-tenant's assent or knowledge, while he, said Francis, was living on the property, and occupying it without paying any rent or accounting to his co-tenant in any way for the use and occupation thereof. One of the obligations was for an oil burner which said Johnson installed to take the place of the one which had been there and which had broken down shortly prior to said Mildred's death. The other was for storm windows which Johnson claims were necessary because the old windows had become loose. Neither of these improvements were necessary to the preservation of the property, but were installed purely for said Johnson's comfort and convenience. One tenant in common certainly does not have the right to expend money on the common property, and charge his co-tenant with half thereof simply for the purpose of making the property warm and cozy. And one tenant in common who is living in a property without paying any rent to his co-tenant certainly cannot charge his co-tenant with the cost of repairs. (Israel vs. Israel, 30 Maryland 120; Hogan vs. McMahon, 115 Maryland 195, 199, 200; McLaughlin vs. McLaughlin, 80 Maryland 115; Schilback vs. Schilback, 171 Maryland 405; Ramstead vs. Ramstead, 74 Maryland 387; 62 Corpus Juris 477, 484).

I hold that the exceptant cannot demand that these items be charged up against the common fund unless he contributes to the common fund the fair and reasonable value of the use of the property for the year he was in possession thereof, and, in addition thereto, brings in the $150.00 which he actually collected and put in his pocket while he was renting the property. "He who seeks equity, must do

21

equity." The exceptions will, accordingly, be overruled.

While that disposes of the case, there are, I think, several other matters which I should, in passing, mention. Those claims which the exceptant wants allowed include not only the original cost of the items purchased, but finance charges, attorney's fees, court costs and whatnot. Even if he was entitled to the original cost, he would not be entitled to all those additional charges. The judgment of the Baltimore Federal Savings and Loan Association, which was allowed out of the exceptant's share of the surplus proceeds, was entered in the Superior Court of Baltimore City, but a certified copy thereof was never recorded in the office of this court prior to the sale of the property. Said judgment was, accordingly, not a lien on the land when it was sold, and should not, strictly speaking, have been allowed out of the proceeds of sale. The only way the judgment creditor could have subjected the husband's share in the surplus in Mr. Carney's hands to the lien thereof, was by laying an attachment in his hands, or by obtaining an assignment from the surviving husband. I, however, do not understand that the surviving husband excepts on that ground, and, as he has the right to consent to the allowance of the judgment if he wants to, I am disregarding that question. A third point, which I think should be mentioned, is that the account as stated possibly allows the surviving husband more than he is actually entitled to. For instance, the item of $125.40 covering the payments made by him to the Building Association while he was in the possession of the property probably should not have been allowed in full. As it is, we have the father paying half the taxes, insurance and other carrying charges on the property, while the husband is occupying and enjoying it without paying any rent. Then, the husband was allowed certain expenses which he said he incurred in the settlement of said Mildred's estate which he should not have incurred. For instance, it was a waste of money to have the property appraised when the husband must have known that the Building

22

Association was going to foreclose. Finally, it is a little difficult for me to understand why all the joint notes given by the exceptant and said Mildred in her lifetime were her obligations, so that they should have been paid out of the surplus proceeds of sale to the exoneration of the surviving husband. The $91.73 which was allowed the said Francis A. Johnson is apparently in this category, and the same thing may be said of some other items. But, as no question is raised as to the allowance of these items, I will not concern myself further therewith.

27 May 1954.

Ja Clark
Judge.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

J. CALVIN CARNEY, ASSIGNEE, :

PLAINTIFF. :

VS. : NO. 10,762 EQUITY

MILDRED WILLIAMS, :

DEFENDANT. :

:::::::

ORDER OVERRULING EXCEPTIONS AND RATIFYING AUDITOR'S ACCOUNT

The exceptions filed by Francis A. Johnson to the ratification of the auditor's account herein coming on for hearing, and being submitted, testimony was taken in open court, counsel were heard, and the proceedings read and considered.

It is, thereupon, this twenty-seventh day of May, 1954, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED and ORDERED that said exceptions be, and the same are hereby, overruled; that said auditor's account be, and the same is hereby, finally ratified and confirmed; and that the assignee apply the funds in his hands in accordance therewith.

Judge.

24

Filed 27 May, 1954.

IN THE MATTER OF THE ~~MORTGAGE FROM~~ REAL ESTATE OF JOSEPH I. BUSBEE, DUANE T. BUSBEE and THE HOUSE OF BUSBEE, INC., a Maryland corporation ~~TO MUELLER HOMES, INCORPORATED, a Maryland corporation~~	: IN THE : CIRCUIT COURT FOR ANNE ARUNDEL COUNTY : Equity No. 11,693

MR. CLERK:

Please docket the above-entitled case and file as "Exhibit A" the original mortgage from Joseph I. Busbee, Duane T. Busbee, his wife, and The House of Busbee, Inc. to Mueller Homes, Incorporated dated September 28, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 969, Folio 595.

George W. Baker, Jr.

George W. Baker, Jr.
Attorney named in Mortgage
1214 Mercantile Trust Building
Baltimore 2, Maryland

Filed MAR 21 1956

MORTGAGE FEE—CITY OR COUNTY—Form 16.

LIBER 101 PAGE 312

LIBER 969 PAGE 595

No. 11,693 Equity

"EXHIBIT A"

THIS MORTGAGE, Made this --28th-- day of September----------

in the year nineteen hundred and fifty-five---------- by and between

JOSEPH I. BUSBEE and DUANE T. BUSBEE, his wife, and THE HOUSE OF BUSBEE, INC., a Maryland corporation----------

Mortgagors of the City of Baltimore---------- in the State of Maryland, of the first part, and

MUELLER HOMES, INCORPORATED, a Maryland corporation----------

, Mortgagee , of the second part:

Whereas, the said Mortgagors are bona fide indebted unto the said Mortgagee in the full and just sum of One Thousand Five Hundred Dollars ($1,500.00) this day loaned and advanced to the said Mortgagors as evidenced by a promissory note of even date herewith, which said sum is due and payable on January 2, 1956, with interest thereon at the rate of six per cent (6%) per annum; and

WHEREAS, the said Mortgagors have agreed to repay the sum so advanced as follows: by the payment of the sum of Four Hundred Dollars ($400.00) on October 4, 1955, and the balance on January 2, 1956; and

WHEREAS, the said Mortgagors have the privilege of prepaying the mortgage debt in whole or in part at any time prior to the maturity without penalty, interest to abate accordingly; and

WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof with interest as well as the performance of the other covenants and conditions herein shall be secured by the execution of these presents.

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

the said Mortgagors

do **grant and convey unto** the said Mortgagee, its successors and assigns,

in fee simple, all those lots or parcel of ground situate and lying in the Third Election District of Anne Arundel County, Md. aforesaid, **and described as follows, to wit:—**

FIRST: BEING all that lot shown and designated as Lot No. Twenty-four (24), Block LL on a plat entitled "Plat No. 3, Cape St. Claire" which said plat is dated July, 1949, and recorded among the Land Records of Anne Arundel County in Plat Book 21, Page 45.

BEING the same lot of ground which by deed dated August 4, 1954, and recorded among the aforesaid Land Records in Liber J.H.H. 852, folio 599 was granted and conveyed by The River Bay Company unto the said Joseph I. Busbee and Duane Tyson Busbee (also known as Duane T. Busbee), his wife.

SECOND: BEING all that lot shown and designated as Lot No. Seventeen (17), Block BBB on a plat entitled "Addition to Section BBB, Plat No. 6, Cape St. Claire" which said plat is dated May 26, 1953, and recorded among the Land Records of Anne Arundel County in Plat Book 24, Folio 6.

BEING the same lot of ground which by deed dated October 18, 1954, and recorded among the aforesaid Land Records in Liber J.H.H. 876, folio 356 was granted and conveyed by the said Mortgagee unto the said Joseph I. Busbee and Duane T. Busbee, his wife.

MAR 21 1956

Filed----------

2

THIRD: BEING all that lot shown and designated as Lot No. Twenty-three (23), Block GGG on a plat entitled "Plat No. 7, Cape St. Claire" which said plat is dated October 31, 1949, and recorded among the Land Records of Anne Arundel County in Plat Book 22, Page 2.

BEING the same lot of ground which by deed dated April , 1955, and recorded among the aforesaid Land Records in Liber J.H.H. 921, Folio 280 was granted and conveyed by William Robert Rickell and wife to The House of Busbee, Inc.

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

To Have and To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mueller Homes, Incorporated, its successors and assigns, forever.

Provided, that if the said Mortgagors, their successors,

executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of One Thousand Five Hundred ($1,500.00)---------- dollars, and all the installments of principal and interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

And the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagor hereby also authorize the said Mortgagee, its successors or assigns, or George W. Baker, Jr., the duly authorized Attorney or Agent

of the said Mortgagee , his personal representatives, or assigns, after any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of One Hundred Fifty---- Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee its successors executors, administrators or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagor s, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagor for themselves, their / successors heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the filing of foreclosure proceedings, [illegible] under the powers hereby granted, there shall be and become due by them [illegible] the aforementioned attorney's fee of $150.00, [illegible], all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which said expenses, costs and commission the said Mortgagor s for themselves, their / successors heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, its successors personal representatives or assigns, or George W. Baker, Jr. 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 attorney's fee expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

And it is agreed that, until default be made in the premises, the said parties of the first part, their / successors executors, administrators or assigns, shall possess the aforesaid property upon paying, in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments and maintenance fees the said parties of the first part covenant to pay when legally payable.

And the said parties of the first part further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amount of at least Six Thousand Five Hundred ($6,500.00)---------- dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagee , its / successors executors, administrators or assigns, to the extent of its lien or claim hereunder.

Witness our hands and seals.

TEST:

Herman Weissman
as To all
Herman Weissman

Joseph I. Busbee [SEAL]

Duane T. Busbee [SEAL]
Duane T. Busbee

THE HOUSE OF BUSBEE, INC.
BY Joseph I. Busbee [SEAL]
Joseph I. Busbee, President

Duane T. Busbee
Sec.
Duane T. Busbee, Secretary

State of Maryland, City of Baltimore, ss:

I Hereby Certify, that on this 28th day of September in the year one thousand nine hundred and fifty-five---------- . before me, a notary public of the State of Maryland, in and for the Baltimore City aforesaid, personally appeared Joseph I. Busbee and Duane T. Busbee, his wife, two of the Mortgagor s named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared Francis J. Mueller, President of Mueller Homes, Incorporated, the mortgagee herein 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.

Elaine McLendon
Elaine McLendon

4

5

LIBER 101 PAGE 315

LICER 969 PAGE 598

STATE OF MARYLAND, CITY OF BALTIMORE:

I HEREBY CERTIFY that on this 28th day of September, 1955, before me, the subscriber, a notary public of the State of Maryland in and for Baltimore City, personally appeared JOSEPH I. BUSBEE, President of The House of Busbee, Inc. and duly acknowledged the foregoing Mortgage to be the duly authorized act of the said corporation.

Elaine McLendon
Notary Public

Elaine McLendon

Rec'd for record Oct. 4, 1955, at 11:10 A.M.
Per George T. Cromwell, Clerk.
Mailed to Rouse & Watts

JOSEPH I. BUSBEE
ET AL.
TO
MUELLER HOMES,
INCORPORATED

1214 Mercantile Trust Bldg
Balto 2 Md.

Received for Record 4th Day
of Oct. 1955, at 11:10 A.M.
and the same day recorded in Liber
G.T.C. No. 969 Fol. 525
Records of Anne Arundel County
GEORGE T. CROMWELL, Clerk

PD
7.50

GEORGE W. BAKER, JR.
ATTORNEY AT LAW
BALTIMORE 2, MARYLAND
1214 MERCANTILE TRUST BLDG.

5D.

LIBER 101 PAGE 316

IN THE MATTER OF ~~THE MORTGAGE FROM~~ THE REAL ESTATE OF JOSEPH I. BUSBEE, DUANE T. BUSBEE and THE HOUSE OF BUSBEE, INC., a Maryland corporation	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
~~TO MUELLER HOMES, INCORPORATED, a Maryland corporation~~	:	Equity No. 11,693

. : .

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of George W. Baker, Jr., attorney named in the mortgage from Joseph I. Busbee and Duane T. Busbee to Mueller Homes, Incorporated dated the 28th day of September, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 969, Folio 595:

Balance due on principal	$1,100.00
Interest at 6% from September 28, 1955 to March 20, 1956	31.17
Total claim as of March 20, 1956	$1,131.17

Interest accrued from March 20, 1956 at the rate of 6% per annum on the principal balance due of $1,100.00. (Monthly accrual is $5.50; daily accrual is 18 1/3 cents.)

George W. Baker, Jr.
Attorney named in Mortgage

STATE OF MARYLAND, BALTIMORE COUNTY:

I HEREBY CERTIFY, that on this 19th day of March, in the year nineteen hundred and fifty-six, before me, the subscriber, a notary public of the State of Maryland, in and for the City of Baltimore, personally appeared FRANCIS J. MUELLER, President of Mueller Homes, Inc., the above-named mortgagor and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in said cause now remaining due and unpaid, and that the said George W. Baker, Jr., attorney named in said mortgage, has been authorized and directed to sell the mortgaged property in accordance with the terms of said mortgage.

Elaine McLendon
Notary Public

ELAINE McLENDON NOTARY PUBLIC BALTIMORE CO. MD.

Filed MAR 21 1956

6

LIBER 101 PAGE 317

A STOCK COMPANY — ESTABLISHED 1890

No. 11,693 Equity

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

KNOW ALL MEN BY THESE PRESENTS:

That we, George W. Baker, Jr.
1214 Mercantile Trust 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-five hundred 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, 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 20th day of March in the year of our Lord fifty-six

Whereas, the above bounden George W. Baker, Jr.

by virtue of the power contained in a mortgage from Joseph I. Bushee and Duane T. Bushee

to Mueller Homes Incorporated

bearing date the 28th day of September, 1955 and recorded among the mortgage records of Anne Arundel County in Liber G. T. C. No. 969 Folio 595 and George W. Baker, Jr.

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 W. Baker, Jr.

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 W. Baker, Jr.

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:

Elaine McLendon — George W. Baker, Jr. (SEAL)

Elaine McLendon

(SEAL)

Witness: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Jeannette Smith — By E. V. Shockley

Jeannette Smith *As to Surety* E. V. Shockley *Attorney-in-Fact*

MD3228a—500, 1-51 129351
Mortgagee's or Attorney's Bond

Bond approved this 21 Mar, 1956, George A. Cromwell Clerk

MAR 21 1956

Filed

7

State of Maryland, Baltimore City, sct:

LIBER 101 PAGE 318

KNOW ALL MEN BY THESE PRESENTS: That the **FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, a corporation of the State of **MARYLAND**, does hereby constitute and appoint **E. V. Shockley** its Attorney-in-Fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in any Court in or of the State of Maryland and it does hereby declare that all such bonds signed and executed by its said Attorney-in-Fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said **FIDELITY AND DEPOSIT COMPANY OF MARYLAND** duly affixed by its Vice-President and attested by its Assistant Secretary, this **21st** day of **April, 1932.**

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST: J. C. YOST
Assistant Secretary

By: E. R. NUTTLE
Vice-President

I HEREBY CERTIFY that the above is a correct and true copy of the original Power of Attorney.

March 20, 19 56

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Assistant Secretary

LIBER 101 PAGE 319

OFFICE OF

Maryland Gazette 11693 Equity

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 9, 1956

We hereby certify, that the annexed

Attorneys Sale

"Joseph L. Bustee"

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 2 successive weeks before the 7th day of August, 1956. The first insertion being made the 26th day of July, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

FILED

No. M956 1956 AUG 15 AM 10 22

8

GEORGE W. BAKER, JR., Attorney-at-Law
1214 Mercantile Trust Building
Baltimore 2, Maryland

Attorney's Sale

2 Large Lots at Cape St. Claire With Community Beach Privileges

Under and by virtue of the power and authority contained in a certain mortgage from Joseph L. Bushee, Duane T. Bushee and The House of Bushee, Inc., to Mueller Finnee, Incorporated, dated September 28, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 960, folio 505, default having occurred in the payment of the indebtedness thereby secured, the undersigned attorney named in the mortgage will offer for sale at public auction, on

Tuesday, August 7, 1956

at 11:00 A.M., at the Court House Door, Annapolis, Maryland.

All those two unimproved lots of ground situate, lying and being in the Third Election District of Anne Arundel County, and more particularly described as follows:

First: All that lot shown and designated as Lot No. Twenty-Four (24), Block LL on a plat entitled "Plat No. 3, Cape St. Claire" which said plat is dated July, 1949, and recorded among the Land Records of Anne Arundel County in Plat Book 21, Page 45. This lot is located on Skyview Drive and is 75'x120'.

Second: All that lot shown and designated as Lot No. Twenty-Three (23), Block GGG on a plat entitled "Plat No. 7, Cape St. Claire" which said plat is dated October 31, 1949, and recorded among the Land Records of Anne Arundel County in Plat Book 22, Page 2. This lot is located at the corner of Highview Drive and Mountain Road, and is approximately 80'x120'.

The lots will be offered seperately and will be sold free and clear of encumbrances, except covenants, easements and restrictions of record.

Terms Of Sale: One-third cash at the time and place of sale, balance in six and twelve months, or all cash as the purchaser may elect at the time of sale, credit payments to bear interest from day of sale and be secured to the satisfaction of the undersigned attorney.

All expenses to be adjusted to the date of sale.

GEORGE W. BAKER, JR.
Attorney Named in Mortgage

ROBERT H. CAMPBELL, Auctioneer

LIBER 101 PAGE 321

OFFICE OF

Evening Capital No 11693 Equity

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 9, 1956

We hereby certify, that the annexed

Attorneys Sale

"Joseph L Bushee"

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 2 ~~successive weeks~~ insertions before the 7th day of August, 1956. The first insertion being made the 13th day of July, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

No. E.C.

FILED

1956 AUG 15 AM 10:22

9

GEORGE W. BAKER, JR., Attorney-at-Law
1214 Mercantile Trust Building
Baltimore 2, Maryland

Attorney's Sale

2 Large Lots at Cape St. Claire With Community Beach Privileges

Under and by virtue of the power and authority contained in a certain mortgage from Joseph I. Bosbee, Duane T. Bosbee and The House of Bosbee, Inc., to Mortier Barnes, Incorporated, dated September 28, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 969, folio 505, default having occurred in the payment of the indebtedness thereby secured, the undersigned attorney named in the mortgage will offer for sale at public auction, on

Tuesday, August 7, 1956

at 11:00 A.M., at the Court House Door, Annapolis, Maryland.

All those two unimproved lots of ground situate, lying and being in the Third Election District of Anne Arundel County, and more particularly described as follows:

First: All that lot shown and designated as Lot No. Twenty-Four (24), Block LL on a plat entitled "Plat No. 3, Cape St. Claire" which said plat is dated July, 1949, and recorded among the Land Records of Anne Arundel County in Plat Book 21, Page 45. This lot is located on Skyview Drive and is 75'x120'.

Second: All that lot shown and designated as Lot No. Twenty-Three (23), Block GGG on a plat entitled "Plat No. 7, Cape St. Claire" which said plat is dated October 31, 1949, and recorded among the Land Records of Anne Arundel County in Plat Book 22, Page 2. This lot is located at the corner of Highview Drive and Mountain Road, and is approximately 80'x120'.

The lots will be offered separately and will be sold free and clear of encumbrances, except covenants, easements and restrictions of record.

Terms Of Sale: One-third cash at the time and place of sale, balance in six and twelve months, or all cash as the purchaser may elect at the time of sale, credit payments to bear interest from day of sale and be secured to the satisfaction of the undersigned attorney.

All expenses to be adjusted to the date of sale.

GEORGE W. BAKER, JR.
Attorney Named in Mortgage

ROBERT H. CAMPBELL, Auctioneer

IN THE MATTER OF A MORTGAGE	:	IN THE
FROM JOSEPH I. BUSBEE,	:	CIRCUIT COURT
DUANE T. BUSBEE and	:	FOR
THE HOUSE OF BUSBEE, INC.	:	ANNE ARUNDEL COUNTY
	:	Equity No. ~~11,563~~ 11,693

. . . . . .

REPORT OF PUBLIC SALE

TO THE HONORABLE THE JUDGE OF THE SAID COURT:

The Report of Public Sale of George W. Baker, Jr., attorney named in the mortgage heretofore filed as Exhibit A in these proceedings, to make sale of the hereinafter described fee simple property, respectfully shows:

1. That after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Evening Capital and the Capital Gazette, the same being newspapers published in Anne Arundel County, Maryland, for more than three successive weeks preceding the day of sale, said attorney named in mortgage, did pursuant to said notice on Tuesday, the 7th day of August, 1956 at 11:00 o'clock A.M., attend on the premises and then and there sold at public auction, the following described property:

FIRST: All that lot shown and designated as Lot No. Twenty-four (24), Block LL on a plat entitled "Plat No. 3, Cape St. Claire" which said plat is dated July, 1949, and recorded among the Land Records of Anne Arundel County in Plat Book 21, Page 45.

SECOND: All that lot shown and designated as Lot No. Twenty-three (23), Block GGG on a plat entitled "Plat No. 7, Cape St. Claire" which said plat is dated October 31, 1949, and recorded among the Land Records of Anne Arundel County in Plat Book 22, Page 2.

2. That said two lots were offered separately and were each sold to Mueller Homes, Incorporated for the sum of Four Hundred Dollars

FILED
1956 AUG 15 AM 10:22

($400.00) each, said bids being the highest bids for each of said lots.

3. That the total sales for said two lots thus amounted to Eight Hundred Dollars ($800.00).

4. That the above property was sold for the most money that he could obtain for the same and to the person named in paragraph 2 hereof, it being the highest bidder for each of said lots.

George W. Baker, Jr.
George W. Baker, Jr.
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE:

I HEREBY CERTIFY that on this 13th day of August 1956, before me, the subscriber, a notary public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared GEORGE W. BAKER, JR., attorney named in the mortgage, and he made oath in due form of law that the facts stated in the foregoing Report of Sale are true, as therein set forth, that the sale thereby reported was fairly made and that neither Joseph I. Busbee nor Duane T. Busbee, the individual mortgagors herein, are in the military service of the United States.

Elaine McLendon
Notary Public

ELAINE McLENDON NOTARY PUBLIC BALTIMORE, MD.

//

LIBER 101 PAGE 325

ORDER NISI

In the Matter of a Mortgage from
Joseph I. Busbee,
~~Versus~~
Duane T. Busbee and
The House of Busbee, Inc.

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 11,693 Equity

Ordered, this 15 day of August, 1956, That the sale of the Property in these Proceedings mentioned, made and reported by George W. Baker, Jr., Attorney named in Mortgage, ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 18 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 18 day of September next.

The report states that the amount of sales ~~to be~~ was $ 800.00

George F. Cromwell Clerk.

True Copy,

FILED 1956 AUG 15 AM 10:22

TEST: Clerk.

(Final Order)

In the Matter of a Mortgage from
Joseph I. Busbee,
~~Versus~~
Duane T. Busbee and
The House of Busbee, Inc.

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

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

Benjamin Michaelson
Judge.

FILED
1956 OCT 30 PM 12:53

12

LIBER 101 PAGE 326

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Legal Notices

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
NO. 11,693 EQUITY

In The Matter of a Mortgage From
JOSEPH I. BUSBEE,
DUANE T. BUSBEE and
THE HOUSE OF BUSBEE, INC.

Ordered, this 15th day of August, 1956, That the sale of the Property in these Proceedings mentioned, made and reported by George W. Baker, Jr., Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 18th 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 18th day of September next.

The report states that the amount of sale was $800.00.

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

8-6

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 15, 1956

We hereby certify, that the annexed

Order Nisi Sale

Eq. 11,693

Joseph I. Busbee

was published in

Evening Capital

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

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1956 OCT 29 PM 3:14

No. E.C. 5665

13

LIBER 101 PAGE 327

In the Case of

In the Matter of the Mortgaged Real Estate of Joseph I. Busbee and Duane T. Busbee, his wife, et al

In the

Circuit Court

For

Anne Arundel County

No. 11,693 Equity

To the Honorable, the Judges of said Court:

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

January 3, 1957

All of which is respectfully submitted.

Laura R. Jacklin
Auditor.

FILED
1957 JAN -9 PM 12: 20

14

Dr. In the Matter of the Mortgaged Real Estate of Joseph I. Busbee and Duane T. Busbee, et al

			in ac.
To Attorney for Fee, viz:	150 00		
To Attorney for Commissions, viz:	49 00	199	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	44 66		
Capital-Gazette Press - order nisi (sale)	8 00		
Capital-Gazette Press - order nisi (acct)	6 00		
Speer Publications, Inc. - handbills	10 56		
Fidelity & Deposit Co. of Md. - bond premium	10 00		
Robert H. Campbell - auctioneer's fee	40 00		
One-half Federal documentary stamps	55		
One-half State documentary stamps	55		
Elaine McLendon - notary fees	1 00	121	32
To Attorney for Taxes, viz:			
1956 State and County taxes ($12.70)- adjusted - 220 days	7 63	7	63
To Mueller Homes, Inc., mortgagee - this balance on account mortgage claim	420 55	420	55
		800	00
Amount of mortgage claim filed	1,131 17		
Cr. Amount allowed above	420 55		
Balance subject to decree in personam	710 62		

15

with

George W. Baker, Jr., Attorney named in Mortgage

Cr.

1956								
Aug.	7	Proceeds of Sale			800	00	800	00
							800	00

LIBER 101 PAGE 330

ORDER NISI

In the Matter of the Mortgaged Real Estate of ~~VERSUS~~ Joseph I. Busbee and Duane T. Busbee, his wife, et al.

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,693 Equity.

ORDERED, This 9th day of January, 19 57, 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 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 12th day of February next.

FILED 1957 JAN. 9 PM 12.30

George L. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 13th 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.

Benjamin Nicholson

Judge

FILED

1957 FEB 13 PM 2:31

17

LIBER 101 PAGE 331 C ICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 30, 1957

We hereby certify, that the annexed

Order Nisi Eq. 11,693

Auditor account

Joseph L. Busbee

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 12th day of February, 1957. The first insertion being made the 10th day of January, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By H. J. Tilghman

Legal Notice

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,693 Equity

In The Matter Of The Mortgaged Real Estate of JOSEPH L. BUSBEE and DUANE T. BUSBEE, his wife, et al

Ordered, this 9th day of January, 1957. 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 12h 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 12th day of February next.

GEORGE T. CROMWELL, Clerk

True Copy; TEST:
GEORGE T. CROMWELL, Clerk

J-24

FILED

No. E.C. 1957 FEB 7 PM 2:46

18

LIBER 101 PAGE 332

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
JOSEPH EDWIN EASON AND BERTHA L. EASON, his wife	:	(In Equity)

No. 11,847 Equity

Mr. Clerk:

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

1. Original Mortgage from the said Joseph Edwin Eason and Bertha L. Eason, his wife to Baltimore Federal Savings and Loan Association, dated June 29th, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 942 folio 176.

Walter S. Calwell
Attorney Named in Mortgage

FILED

1956 AUG 21 AM 9:03

VA Form 4-6318 (Home Loan). Aug. 1953. Use Optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to Federal National Mortgage Association.

LIBER 101 PAGE 333

LIBER 942 PAGE 176

No. 11,847 Equity

MARYLAND

MORTGAGE

THIS MORTGAGE, made this 29th day of June, A. D. 1955, by and between JOSEPH EDWIN EASON and BERTHA L. EASON, 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 FIVE HUNDRED and 00/100 Dollars ($10,500.00), 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 1/2%) per annum until paid, principal and interest being payable at the office of Baltimore Federal Savings and Loan Association, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Fifty-three and 21/100 Dollars ($53.21), commencing on the first day of August, 1955, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of July, 1985. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of One Dollar ($1) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey, and assign unto the Mortgagee, its successors and assigns, all the following described property in Anne Arundel County, in the State of Maryland, to wit:

BEING Lot No. 411 Nancy Avenue situated on the northernmost side of Nancy Avenue as shown on the Plat of Section 2, Colonial Drive, a Sub-Division of Linthicum Heights, Fifth District, Anne Arundel County, Maryland, prepared by Ralph G. Snyder, Registered Surveyor and recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 4 Rod G-2 Plat 11. New reference to plat is Plat Book 23 folio 5.

BEING the same lot of ground which by Assignment 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 assigned by Linthicum Nowell Home Builders, Inc. unto the herein Mortgagors.

Plaintiff's Exhibit "A"

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* Delete italicized words if Mortgagee is not a building and loan association.

16—42390-7

2

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

36" Gas Range

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 Ninety-six ($96.00) Dollars payable half-yearly on the 10th days of May and November 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: EDMUND M. WARD

Joseph Edwin Eason [SEAL]
Joseph Edwin Eason

[SEAL]

Bertha L. Eason [SEAL]
Bertha L. Eason

[SEAL]

LIBER 942 PAGE 180

STATE OF MARYLAND, ~~City~~ County of Baltimore to wit:

I HEREBY CERTIFY, That on this 29th day of June, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~ County aforesaid, personally appeared Joseph Edwin Eason and Bertha L. Eason, 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.

EDMUND M. WARD Notary Public.

Application No. 37421
Written by E.P.
Approved by [illegible] Engineer
Ready for Record

Recorded- 6th July, 1955, at 9 A.M.

STATE OF MARYLAND

Mortgage and Chattels

FROM

JOSEPH EDWIN EASON and BERTHA L. EASON, his wife

TO

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

Received for Record 6th July 1955 at 9 o'clock A.M.
Same day recorded in Liber G.L.B. No. 942 Folio 176 &c., one of the Land Records of A.A.Co.
and examined per
GEORGE T. CROMWELL, Clerk, Clerk.
Cost of Record, $ 14.50

THE COLONIAL TITLE GUARANTEE COMPANY
Baltimore 2, Maryland

38
10337

LIBER 101 PAGE 337

No. 11,847

MILITARY AFFIDAVIT

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 20th day of September 19 56 before me, the subscriber a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law that the Defendants Joseph Edwin Eason and Bertha L. Eason, 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 they are not members of the Enlisted Reserve Corps, and have not been ordered to report for service therein, ~~that~~

~~is about~~ ~~years old~~, and that the Affiant's source of information was the family of the Defendant

Walter S. Calwell

Clara M. Link - Notary Public

CLARA M. LINK NOTARY PUBLIC BALTIMORE CITY

FILED

1956 SEP 25 AM 10:15

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LIBER 101 PAGE 338

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

JOSEPH EDWIN EASON AND

BERTHA L.EASON, his wife

IN THE

ANNE ARUNDEL
Circuit Court for ~~Baltimore~~ County

IN EQUITY.

No. 11,847

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from Joseph Edwin Eason and Bertha L. Eason, his wife

to Baltimore Federal Savings and Loan Association

dated the 29th day of June, 19 55, and recorded among the Land Records of ~~Baltimore~~ Anne Arundel County in Liber G.T.C. No. 942 Folio 176

Amount of Mortgage	$10,500.00
Less - amount paid on principal	55.64
	10,444.36
Plus - interest to 9/25/1956	424.45
	10,868.81
Plus - overdraft in expense account	224.81
	11,093.62

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 of the ~~State~~ City of Maryland, in and for said ~~County~~ of Baltimore, personally appeared Joseph M. Hisley, Vice President of Baltimore Federal Savings and Loan Association, holder of the Mortgage

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

WITNESS my hand and Notarial seal. Clara M. Link

Clara M. Link - Notary Public

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1956 SEP 25 AM 10:15

7

~~Mortgage and~~ Attorney's Bond.

No. 11,847 Equity

1-369

LIBER 101 PAGE 339

210886

New Amsterdam Casualty Company

227 ST. PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N. Y.

Know All Men by These Presents:

That we Walter S. Calwell - Baltimore Federal Building, Baltimore, 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 ELEVEN THOUSAND AND 00/100 ($11,000.00) - - - - - - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made 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 Joseph Edwin Eason and Bertha L. Eason- his wife, to the Baltimore Federal Savings & Loan Association bearing date the 29th - - - - day of June - - - - nineteen hundred and fifty-five and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 942, Folio 176, and he #411 Nancy Avenue Anne Arundel Co Md. is about to sell the land and premises described in said Mortgage/default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

Now the Conditions of this Obligation are Such, That if the above bounden Walter S. Calwell - Attorney Named in Mortgage does 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. Lirik

ATTEST:

V. N. Mercier

Assistant Secretary V.N.Mercier

Bond approved this 25th day of September 1956.

George T. Cromwell, Clerk

Walter S. Calwell (Seal)

Walter S. Calwell

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By G. Lee Burgess
Vice President - G. Lee Burgess

FILED

1956 SEP 25 AM 10:13

LIBER 101 PAGE 340

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
JOSEPH EDWIN EASON AND BERTHA L. EASON, his wife	:	(In Equity)

11,847

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated June 29th, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 942 folio 176 from said Joseph Edwin Eason and Bertha L. Eason, 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" a newspaper published in ~~Baltimore~~ Anne Arundel County, for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 25th day of September, 1956 at 2:30 P.M. attend on the premises and then and there sold the leasehold property situate, lying and being in ~~Baltimore~~ Anne Arundel County

being lot No. 411 Nancy Avenue, situated on the northernmost side of Nancy Avenue as shown on the Plat of Section 2, Colonial Drive, a Subdivision of Linthicum Heights, Fifth District, Anne Arundel County, Maryland, prepared by Ralph G. Snyder, Registered Surveyor, and recorded among the Plat Records of Anne Arundel County in Plat Cabinet 4 Rod G-2, Plat 11, new reference to Plat is Plat Book 23 folio 5; more particularly and at length described in the aforementioned Mortgage and advertisement of sale, a copy of which is attached hereto.

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

FILED

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The property was sold to Baltimore Federal Savings and Loan Association, subject to the payment of an annual ground rent of Ninety-six ($96.00) Dollars, at and for the sum of Ten Thousand One Hundred ($10,100.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 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.

Clara M. Link - Notary Public

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Building,
Baltimore 2, Maryland

Attorney's Sale
OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Joseph Edwin Eason and Bertha L. Eason, his wife to Baltimore Federal Savings and Loan Association, dated June 20th, 1955 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 842 folio 176 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

TUESDAY, SEPTEMBER 25th, 1956 at 2:30 P.M. (E.D.T.)

all that leasehold lot of ground situate and lying in Linthicum Heights, Fifth Election District of Anne Arundel County, Maryland, and described as follows:-

Being Lot No. 411 Nancy Avenue, situated on the southernmost side of Nancy Avenue as shown on the Plat of Section 2, Colonial Drive, a Subdivision of Linthicum Heights, and recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 4 Rod G-2 Plat 11, new reference to Plat is Plat Book 23 folio 5.

Subject to the payment of an annual ground rent of $96.00, and to any restrictive covenants and Utility Agreements, of record, affecting the property.

The improvements consist of a 1½ story frame detached, 1 family dwelling, containing 6 rooms 1½ baths, forced warm air gas 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 money 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. NEWELL & CO. INC.,
Auctioneer.

8-20

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LIBER 101 PAGE 342

ORDER NISI

WALTER S. CALWELL, Attorney Named in Mortgage

versus

JOSEPH EDWIN EASON and BERTHA L. EASON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,847 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

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 was $ 10,100.00

Fd.1956 Oct 4 AM 8:49

George E. Cromwell Clerk.

True Copy.

TEST: Clerk.

(Final Order)

WALTER S. CALWELL, Attorney Named in Mortgage

versus

JOSEPH EDWIN EASON and BERTHA L. EASON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 13th day of November, 1956, that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson Judge

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1956 NOV 13 PM 3:39

LIBER 101 PAGE 343 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 9, 1956.

We hereby certify, that the annexed

Issue Date - Sale - No. 11847

Joseph Edwin Eason

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.

By Marie Tate

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,847 Equity

WALTER S. CALWELL, Attorney Named in Mortgage

Vs.

JOSEPH EDWIN EASON and BERTHA L. EASON, His Wife.

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 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 sale was $10,100.00.

GEORGE T. CROMWELL, Clerk.

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

N-1

FILED
1956 NOV -9 AM 9:42

No. M.G. 5848

12

LIBER 101 PAGE 344

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
vs.
Joseph Edwin Eason
and
Bertha L. Eason, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,847 Equity

To the Honorable, the Judges of said Court:

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

November 30, 1956

All of which is respectfully submitted.

Laura K. Jacklin
Auditor

13

re Ma

Dr. in ac.

Walter S. Calwell, Attorney named in Mortgage, vs. Joseph Edwin Eason and Bertha L. Eason, his wife

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	335	52	385	52
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - this account	13	50	51	50
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		
New Amsterdam Casualty Co. - bond premium	44	00		
E. T. Newell & Co. - auctioneer's fee	25	00		
One-half Federal documentary stamps	5	78		
One-half State documentary stamps	5	77		
Clara M. Link - notary fees	1	25	138	32
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	9,658	13	9,658	13
			10,233	47
Amount of mortgage claim filed	11,093	62		
Cr. Amount allowed above	9,658	13		
Balance subject to decree in personam	1,435	49		

with

Walter S. Calwell, Attorney named in Mortgage

Cr.

1956						
Sept.	25	Proceeds of Sale	10,100	00		
		Interest on deferred payment to 11/14/56	84	16	10,184	16
		Refund 1956 State and County taxes 3 months 6 days	37	05		
		Refund ground rent ($48.00) 9/25/56 to 11/10/56 - 46 days	12	26	49	31
					10,233	47

LIBER 101 PAGE 347

ORDER NISI

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

Joseph Edwin Eason

and

Bertha L. Eason, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,847 Equity.

ORDERED, This 2nd day of ~~December~~ January 1957, ~~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 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 12th day of February next.

Filed 2/Jan./1956, 1:45P.M.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 13th 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.

Benjamin Michaelson

Judge.

FILED

1957 FEB 13 PM 2:31

16

LIBER 101 PAGE 348

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 24, 1957

We hereby certify, that the annexed

Order Nisi - Cir. Ct. Anne Arundel Co. Eq. 11847

Joseph Edwin Eason

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 February, 1957. The first insertion being made the 17th day of January, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,847 Equity

WALTER S. CALWELL, Attorney Named in Mortgage

Vs.

JOSEPH EDWIN EASON, and BERTHA L. EASON, his wife.

Ordered, this 2nd day of January, 1957, 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 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 12th day of February next.

GEORGE T. CROMWELL, Clerk.

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

J-24

FILED

No. M.G. 11847 1957 JAN 24 PM 3:36

17

Edward J. Brannan	*	In The Circuit Court
Attorney Named in Mortgage	*	
	*	for
vs.	*	
	*	Anne Arundel County
Charles F. Goldsmith and	*	(In Equity)
Dorothy R. Goldsmith, his wife	*	

* * * * * * * * * * * * * * * * * *

Mr. Clerk:

Please docket the above entitled suit and file among the papers the following instrument marked "Plaintiffs' Exhibit No. 1".

1 - Original Mortgage from Charles F. Goldsmith and Dorothy R. Goldsmith, his wife, to the Leeds Federal Savings and Loan Association dated February 23, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 906, folio 62 etc..

Edward J. Brannan

Edward J. Brannan

Attorney Named in Mortgage

FILED

1956 SEP 10 AM 11:30

This Mortgage, Made this 23rd day of February, in the year one thousand, nine hundred and fifty-five, between Charles F. Goldsmith and Dorothy R. Goldsmith, his wife of Anne Arundel County, in the State of Maryland, Mortgagors, and the LEEDS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance of - - -EIGHT THOUSAND ($8,000.00) - 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 on or before the first day of each month from date hereof; of the sum of Sixty Dollars and Sixty-Six Cents ($60.66) - - - - - - - - - Dollars, being principal and interest of said Mortgage indebtedness, which said interest shall be computed by the calendar month; and

Together with and in addition to the monthly payments of principal and interest payable under the terms of the Mortgage debt hereby secured, the Mortgagors will pay to the Mortgagee on the first day of each month until the said debt is fully paid, a sum, being the present estimated one-twelfth of the annual taxes, water rent, ground rent, insurance premiums and other public charges or assessments for which the property is liable; and if said estimated sum is insufficient to pay said charges or any additional charges for which the property may be or become liable, or premiums on life insurance policies that may be assigned to the Mortgagee and held by it or its sucessors and assigns, then upon demand of said Mortgagee, its successors or assigns, the Mortgagors, his, her or their heirs, personal representatives or assigns, shall pay such additional monthly amounts as shall be necessary to pay said charges; the aforesaid combined payments to continue until the whole of said principal and interest shall be paid in full, and said combined payments aforesaid may be applied by the Mortgagee, its successors and assigns in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments, or public charges of every nature and description, ground rent, if any, fire, tornado insurance premiums and other charges, for which the property may be liable, and life insurance premiums on policies assigned to the Mortgagee, its successors or assigns; and (3) towards the payment of the aforesaid principal sum, or in any other way the Mortgagee may elect.

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.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of One Dollar, the said Mortgagors do grant, convey and assign unto the said Mortgagee, its successors and assigns, all those lot of ground situate and lying in Anne Arundel County in said State, and described as follows:

Lots numbered thirty-three (33), thirty-four (34), thirty-five (35) and thirty-six (36), in Block No. 21 of the Town of Pasadena, which Plat is recorded among the Land Records of Anne Arundel County in Liber S. H. No. 29, folio 102 (Cabinet 2, Rod B-4, Plat #34, now recorded in Plat Book 12, folio 11). The improvements thereon being known as No. 1 Hamburg Street.

BEING the same lots of ground and premises which, by deed dated February 23 ,1955 and recorded among the Land Records of Anne Arundel County, prior hereto, was granted and conveyed by Walter R. Kelley, et al unto Charles F. Goldsmith and wife, the Mortgagors herein.

FILED

1956 SEP 10 AM 11:30

2

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

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

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 the 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 and in the event of any loss by fire the insurance company or companies are hereby directed by the Mortgagors to make payment for such loss to the Mortgagee only, and not to the Mortgagors and Mortgagee jointly; such payment at the option of the Mortgagee may be applied to the extinguishment of the principal, interest and expenses secured by this Mortgage whether then due or not, but shall not exceed the amount payable under this Mortgage; provided that the Mortgagee in lieu of such application may, in writing, consent to the use by Mortgagors of said insurance money for the reconstruction of the improvements on the Mortgaged property; (3) 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. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this Mortgage and be included in any decree foreclosing this Mortgage, or in any sale of the premises for the foreclosure of the same; (4) to pay premiums on any life insurance policy or policies assign o the Mortgagee, its successors or assi or wherein the Mortgagee, its suc-

cessors or assigns, is the beneficiary and which is held by the Mortgagee, its successors or assigns, as additional collateral for this indebtedness, the Mortgagee, its successors or assigns, being hereby authorized to pay said premiums from time to time and the amounts so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent (6%) per annum from the date or dates of said payments, and the said Mortgagee, its successors or assigns shall have a lien hereunder on said premises for the amount so paid together with interest thereon, so that same shall become so much additional indebtedness secured by this Mortgage, and be included in any decree of foreclosure, or sale of this property; (5) to pay whatever sum or sums to the Mortgagee, its successors or assigns, when called upon, for the payment of taxes, water rent, ground rent, fire and life insurance premiums and other public charges or assessments for which the property hereinbefore described may be legally liable, if and in the event said Mortgagee, its successors or assigns has not collected each month sufficient money for the payment of said annual taxes, water rent, ground rent, insurance premiums or public charges or assessments for which the property hereinbefore described may be legally liable; (6) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the 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; (7) that the holder of this Mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (8) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the 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; (9) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (10) that should twenty per cent. (20%) or more of the original loan be paid at one time before maturity, Mortgagors agree to pay to the said Mortgagee ninety days interest at six (6%) per cent. beyond the date of payment on the amount so prepaid. It is agreed and understood by the Mortgagors 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 Leeds Federal Savings and Loan Association.

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, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, do hereby (1) declare their assent to the passing of a decree for the sale of the herein described property at any time after the recording of this Mortgage, (said sale to take place after a default has occurred in any of the conditions of this Mortgage, as herein provided); and the said Mortgagors do hereby (2) also authorize the said Mortgagee, its successors or assigns, or Edward J. Brannan - - - - , its duly authorized Attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper printed in the county or city in which the land, or some portion thereof, is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of One Hundred Fifty ($150.00) Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making said sale equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagors, their heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagors, or their assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

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, their heirs, personal representatives and assigns shall also include the successors and assigns of a corporate Mortgagor.

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:

Edward J. Brannan
Edward J. Brannan

Charles F. Goldsmith (SEAL)
Charles F. Goldsmith

(SEAL)

Dorothy B. Goldsmith (SEAL)
Dorothy B. Goldsmith

(SEAL)

5

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 23rd day of February, 19 55, before me, the subscriber, a Notary Public, of the State of Maryland in and for the City aforesaid, personally appeared Charles F. Goldsmith and Dorothy R. Goldsmith, his wife - the Mortgagors, named in the aforegoing Mortgage, satisfactorily proven to be the persons whose names are subscribed to the within instrument and they acknowledged the aforegoing Mortgage to be their act, and that they executed the same for the purposes therein contained. At the same time also appeared George S. M. Kieffer - - - - - - - - - - - - - - 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

Edward J. Brannan

Edward J. Brannan, Notary Public.

Recorded- 26th Feb., 1955, at 11 A.M.

2

MORTGAGE

FROM

Charles F. Goldsmith and

Dorothy R. Goldsmith, his wife

TO

LEEDS
FEDERAL SAVINGS AND LOAN
ASSOCIATION

BLOCK NO. ______

Received for Record 26 FEB, 1955
at 11 o'clock A M. Same day recorded in
Liber JHH No. 906 Folio 62 etc.,
one of the LAND Records of
A.A.C. and examined per
JOHN H. HOPKINS, 3rd, Clerk.

Cost of Record, $ 6.50 PL.

EDWARD J. BRANNAN
Attorney-at-Law
Baltimore 2, Maryland

The Daily Record Company, Baltimore, Md.

LIBER 101 PAGE 354

Edward J. Brannan	*	IN THE
Attorney Named in Mortgage	*	CIRCUIT COURT FOR
	*	ANNE ARUNDEL COUNTY
vs.	*	
	*	Docket No. _____ Folio _____
Charles F. Goldsmith and	*	
Dorothy R. Goldsmith, his wife	*	Case No. 11,866 Equity

* * * * * * * * * * * * * * * * *

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Edward J. Brannan, Attorney Named in Mortgage and made oath in due form of law that he knowns 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.

Edward J. Brannan
Edward J. Brannan,
Attorney Named In Mortgage

Subscribed and sworn to before me
this 10th day of September, 1956.

Marguerite E. Wolf
Marguerite E. Wolf, Notary Public.

FILED
1956 OCT -2 AM 9:05

6

Judicial 13—Maryland—Mortgagee's or Attorney's Bond.

LIBER 101 PAGE 355

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

No. 11,866 Equity

LEEDS FEDERAL SAVINGS AND LOAN ASSOCIATION

VS

CHARLES F. GOLDSMITH AND DOROTHY R. GOLDSMITH

BOND OF Attorney-named-in Mortgage TO SELL

Property - No. 1 Hamburg Street, Pasadena, Anne Arundel County, Maryland

KNOW ALL MEN BY THESE PRESENTS: That we, EDWARD J. BRANNAN, 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 EIGHT THOUSAND AND 00/100 ---------- Dollars ($8,000.00), 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 27th day of September, in the year of our Lord, nineteen hundred and fifty-six.

WHEREAS, the above bounden Edward J. Brannan by virtue of the power contained in a mortgage from Leeds Federal Savings and Loan Association to Charles F. Goldsmith and Dorothy R. Goldsmith, bearing date the 23rd day of February, 1955 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 906 Folio 62 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 Edward J. Brannan 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

Marguerite E. Wolf

Edward J. Brannan (SEAL)
Edward J. Brannan

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By A. M. Dawson
Attorney-in-fact

J. H. Drost
Witness to Surety

FILED
1956 OCT -2 AM 9:05

Bond approved this 2nd day of October, 1956
George T. Cromwell, Clerk

LIBER 101 PAGE 356

Edward J. Brannan Attorney Named in Mortgage	*	IN THE CIRCUIT COURT
vs.	*	for
Charles F. Goldsmith and Dorothy R. Goldsmith, wife	*	Anne Arundel County Docket_____, Folio_____
	*	Case No. 11,866

* * * * * * * * * * * * * * *

STATEMENT OF MORTGAGE DEBT

State of the Mortgage Claim of the Leeds Federal Savings and Loan Association under the Mortgage from Charles F. Goldsmith and Dorothy R. Goldsmith, his wife, dated February 23, 1955, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 906, folio 62 etc..

Amount of Mortgage Loan	$ 7,641.55
Plus Interest from 5/1/56 to 10/16/56	211.43
Plus Release Fee	7.80
	7,860.78
Less Expense Account	35.28
Total	$ 7,825.50

Edward J. Brannan
Edward J. Brannan
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 15th day of October in the year 1956, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City, personally appeared Edward J. Brannan, Attorney Named in Mortgage, the plaintiff in the above entitled cause and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

Marguerite E. Wolf
Marguerite E. Wolf, Notary Public.

FILED
1956 OCT 16 AM 8:56

8

LIBER 101 PAGE 357

Edward J. Brannan Attorney Named in Mortgage	*	IN THE
		CIRCUIT COURT FOR ANNE
vs.	*	ARUNDEL COUNTY
Charles F. Goldsmith and Dorothy R. Goldsmith, his wife	*	Docket No._____, Folio_____
	*	Case NO. 11,866

* * * * * * * * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of Sale of Edward J. Brannan, Attorney Named in Mortgage dated February 23, 1955 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 906, folio 62 etc., from Charles F. Goldsmith and Dorothy R. Goldsmith, his wife to the Leeds Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows:

That after giving Bond with security for the faithful discharge of his trust, which was duly filed and approved and having given notice of the time, place, manner and terms of sale by advertisement inserted in The Maryland Gazette, newspaper published in Anne Arundel County for more than three successive weeks, preceeding the day of sale, Edward J. Brannan 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 16th day of October, 1956 at 3 O'clock P.M., attend on the premises and then and there sold the Fee Simple Property mentioned and described in the attached advertisement of sale which is prayed to be taken as a part of this report, unto Henry J. Weber, at and for the sum of Sixty-Six Hundred Five Dollars ($6605.00), which said price was the highest amount bid for the property.

Edward J. Brannan

Edward J. Brannan, Attorney
Named in Mortgage.

FILED

1956 OCT 18 AM 11:23

9

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 17th day of October, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Edward J. Brannan, 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 sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

Marguerite E. Wolf

Marguerite E. Wolf, Notary Public.

ID

LIBER 101 PAGE 359

ORDER NISI

EDWARD J. BRANNAN

Attorney Named in Mortgage

versus

CHARLES F. GOLDSMITH and
DOROTHY R. GOLDSMITH, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,866 Equity

Ordered, this 18 day of October, 19 56, That the sale of the Property in these Proceedings mentioned, made and reported by Edward J. Brannan, Attorney Named in Mortgage ~~Trustees~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sale was $ 6,605.00

Filed 1956 Oct 18 AM 11:23

George F. Cromwell Clerk.

True Copy.

TEST: Clerk.

(Final Order)

EDWARD J. BRANNAN

Attorney Named in Mortgage

versus

CHARLES F. GOLDSMITH and
DOROTHY R. GOLDSMITH, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 30th day of November, 1956, that the sale made and reported by the ~~Trustee~~ Attorney aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause: and the ~~Trustee~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson Judge.

FILED

1956 DEC -1 AM 10:03

11

OFFICE OF

LIBER 101 PAGE 360 *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. 11,866 Equity

EDWARD J. BRANNAN, Attorney Named in Mortgage

Vs.

CHARLES F. GOLDSMITH and DOROTHY E. GOLDSMITH, his wife.

Ordered, this 18th day of October, 1956, That the sale of the Property in these Proceedings mentioned, made and reported by Edward J. Brannan, Attorney Named in Mortgage 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 sale was $6,605.00.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

N-15

FILED

No. M.G. 8463 1956 NOV 29 PM 4:13

12

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 29, 1956

We hereby certify, that the annexed

Order Nisi Sale

Eq. 11,866

Charles F. Goldsmith

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 26th day of November, 1956. The first insertion being made the 25th day of October, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By D. Tilghman

LIBER 101 PAGE 361

In the Case of

Edward J. Brannan,
Attorney named in Mortgage
vs.
Charles E. Goldsmith
and
Dorothy R. Goldsmith, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,866 Equity

To the Honorable, the Judges of said Court:

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

December 21, 1956

All of which is respectfully submitted.

Laura R. Jicklings
Auditor.

Filed 7 Jan., 1956, at 1:55 P.M. 15

Dr. Edward J. Brannan, Attorney named in Mortgage vs. Charles G. Goldsmith and Dorothy R. Goldsmith, his wife in ac.

To Attorney for Fee, viz:	150	00		
To Attorney for Commissions, viz:	229	71	379	71
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	42	52		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	25	70		
U.S. Fidelity & Guaranty Co. - bond premium	32	00		
E. T. Newell & Co. - auctioneer's fee	100	00		
Marguerite E. Wolf - notary fees	1	00	215	22
To Leeds Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	6,028	94	6,028	94
			6,675	37
Amount of mortgage claim filed	7,825	50		
Cr. Amount allowed above	6,028	94		
Balance subject to decree in personam	1,796	56		

with Edward J. Brannan, Attorney named in Mortgage Cr.

1956						
Oct.	16	Proceeds of Sale	6,605	00		
		Interest on deferred payment of $6,105.00 - 51 days	51	89	6,656	89
		Refund 1956 State and County taxes adjusted to 10/16/56	18	48	18	48
					6,675	37

LIBER 101 FAGE 364

ORDER NISI

Edward J. Brannan,

Attorney named in Mortgage

VERSUS

Charles F. Goldsmith

and

Dorothy R. Goldsmith, his wife

FILED

1957 JAN -7 PM 1:56

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,866 Equity.

ORDERED, This 7th day of ~~December~~ January, 19 ~~56~~ 57, 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 ~~January~~ 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 12th day of ~~January~~ February next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 13th 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.

Benjamin Michaelson

judge.

FILED

1957 FEB 13 PM 2:31

16

LIBER 101 PAGE 365 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. 11,866 Equity

EDWARD J. BRANNAN, Attorney Named in Mortgage

Vs.

CHARLES F. GOLDSMITH and DOROTHY R. GOLDSMITH, his wife.

Ordered, this 7th day of January, 1957, 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 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 12th day of February next.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

J-24

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 24, 1957

We hereby certify, that the annexed

Order Nisi - Ratify Acct. - Eq. 11,866

Charles F. Goldsmith

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 12th day of February, 1957. The first insertion being made the 10th day of January, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

FILED

No. M.G. 9857 1957 JAN 24 PM 3:36

17

LIBER 101 PAGE 366

IN THE MATTER OF THE	:	NO. 11,790 EQUITY
REAL ESTATE OF	:	IN THE CIRCUIT COURT FOR
VICTORIA EASTON	:	ANNE ARUNDEL COUNTY

MR. CLERK:

Please docket the within suit, ~~record assignment of bond~~, approve and file bond.

Eugene M. Childs

Eugene M. Childs, Attorney - Assignee

CHILDS & BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

FILED

1956 JUN 27 PM 2:41

1956 JUN 27 PM 2:41

LIBER 101 PAGE 367 No. 11,790 Equity

THIS CONTRACT, Made this first day of February 1950, by and between WILLIAM DONALD MORROW, CHARLES A. MORROW, JR., and VIRGINIA L. BURNHAM, Trustees appointed by the Last Will and Testament of MAUDE E. MORROW, deceased, which Will was duly admitted to probate by the Orphans Court of Baltimore City and a certified copy whereof, together with the order of said court admitting the same to probate, is now of record in the Office of the Register of Wills of Anne Arundel County, of the first part, and

- - - VICTORIA EASTON - - - - -

party of the second part.

WITNESSETH, that in consideration of the covenants, conditions and agreements and the payments hereinafter set forth and agreed to be paid by the party of the second part, the said parties of the first part, in pursuance of the power and authority in them vested by the Last Will and Testament aforesaid, agree to sell unto the said party of the second part, at and for the sum of Two Thousand- DOLLARS ($2000.00), of which the said party of the second part has paid Seven Hundred Sixty-three and Sixty-three Hundredths- - - - - - - - - - - - - DOLLARS ($763.63) in hand prior to the execution hereof, the receipt whereof is hereby acknowledged, the following described real estate situate in the City of Annapolis in Anne Arundel County, Maryland, and more fully described as follows, that is to say:

Lot No. One as shown on a plat entitled sub-division of property of Maud E. Morrow known as Pleasant Street and Pleasant Court, Annapolis, Maryland as surveyed by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor and recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 3- Rod F-3 Plat No. -12-, subject to the payment of an annual rent of ~~Forty-two ($42.00)~~ Thirty ($30.00) Dollars, payable in equal semi annual installments on the first days of March and September in each and every year.

SUBJECT as to each of said lots to the conveyance of the alleys as laid out and shown on the aforesaid plat and subject also to the reservation of a "Utility Easement" and "Sewer Easement" across each of said lots, all as shown on the aforesaid plat and as referred to and described in a Deed from MAUDE E. MORROW to the Mayor and Aldermen of Annapolis dated the 23rd day of January 1948, and recorded among the Land Records of Anne Arundel County, prior hereto.

BEING one of the lots described in an Assignment from Edwin Eareckson to Maud E. Morrow dated the 20th day of February 1948, and recorded among the aforesaid Land Records in Liber J.H.H. No. -460- folio -555-.

THE Estate of MAUDE E. MORROW, of which the parties of the first part are Executors is seized of the reversionary estate in the above described lot and it is the intention of these presents to convey only the leasehold interest reserving unto the parties of the first part the right to collect the annual rent aforesaid.

AND the said party of the second part hereby covenants and agrees to pay unto the said parties of the first part, their successors or assigns, the sum of Twenty-four and Three-Hundredths- DOLLARS ($24.03) commencing on the first day of February 19 50, and the further sum of Twenty-four and Three Hundredths- - - - - - - - - - DOLLARS ($24.03) on the First day of each and every month thereafter until the whole balance of said purchase money, together with interest upon the remaining principal indebtedness secured hereby at the rate of five per cent (5%) per annum shall have been paid. Interest shall abate from month to month as to so much of said principal indebtedness as shall be included in each monthly payment, and the party of the second part shall have the right upon giving at least ninety (90) days prior notice to either pay this debt in full or to pay an amount equal to any multiple of monthly payments as provided herein.

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1950 JUN 27 PM 2:41

THE party of the second part hereby covenant and agree to pay the additional sum of Seven and Forty-eight Hundredths- - - - - - - - DOLLARS ($ 7.48) or so much more as from time to time might be requisite, commencing on the first day of February, 19 50, and payable in similar amounts upon the same day in each and every month thereafter during the life of the Contract, said sum to be accumulated from month to month by the said parties of the first part, their successors or assigns, in a separate account from which will be paid as they respectively mature, first, taxes and water rent for each and every year during the life of this Contract, secondly, to payment of ground rent, and the balance thereof for the maintenance of insurance as hereinafter provided. At the end of each and every year during the life of this Contract, should there be any balance remaining in said separate fund not required for the payment of any of the services above set forth, the same shall be paid in reduction of the principal indebtedness secured hereby.

IT IS AGREED between the parties hereto that the parties of the first part, their successors or assigns, shall subscribe for and maintain from the aforesaid fund a policy of fire insurance of the character usually known as an eight-point coverage, in an amount equal at least to the balance of the principal indebtedness secured hereby, or so much greater as the party of the second part shall direct, and such insurance shall be so framed as to enure, in case of loss, to the parties hereto of the first part, their successors or assigns.

IN THE EVENT of any such loss, the parties hereto of the first part, their successors or assigns, at their election shall be entitled to do either of the following: Notify in writing the party of the second part and utilize the proceeds derived from such insurance to reinstate the premises to as good a condition as existed before such loss and continue this Contract in force or apply the proceeds from such insurance to the satisfaction of the indebtedness secured hereby and pay the balance remaining, if any after such satisfaction, and that then contained in the separate expense account hereinbefore mentioned, unto the party of the second part and deliver a good and sufficient Deed of the premises hereinbefore described to him, her or them thus terminating this Contract.

IT IS FURTHER AGREED between the parties hereto that from time to time during the life of this Contract the said parties of the first part, their successors or assigns, agent, attorney or representative shall have the right to inspect the premises hereinbefore described and for that purpose shall be entitled at all reasonable times to ingress and egress to and from the same without hindrance or obstruction, and should such inspection reveal any hazardous or detrimental conditions of such nature as to effect the premises so materially as to render them no longer ample collateral to secure the indebtedness hereunder remaining unpaid, in the opinion of the parties of the first part, their successors or assigns, agent, attorney or representative, then they shall have the right in writing to notify and require the party of the second part to repair or remedy such condition immediately and without delay. Should it occur that such condition be not remedied, or work begun to remedy the same within fifteen (15) days of such notice then the parties of the first part shall be entitled without delay to correct the same and add the expenses for the performance of such work to the amount then secured hereby.

AND the said parties of the first part, their successors or assigns, covenant and agree that upon a strict and literal performance of the agreements and stipulations herein contained, and upon the surrender of this Contract to execute a Deed to the said party of the second part conveying the above described real estate at her own cost and expense.

SHOULD a default be made in the performance of any of the covenants herein contained, and said default continue for a period of sixty (60) days, a sale may be made hereunder as though this Contract were a Mortgage, by the parties of the first part, their successors or assigns, or by HARRY E. KARR, their Attorney under the provisions of Article 66, Sections 6 to 10, inclusive, of the Maryland Code of 1904, Public General Laws, or any other general or local laws of the State of Maryland relating to mortgages. And such sale shall be of the property as a whole and it shall not be the duty of the party selling to sell the same in parts or in lots; and the sale shall be made after giving twenty (20) days' notice of the time, place, manner and terms thereof by advertisement in some newspaper printed in the County in which the land is situate; and the party selling may also give such other notice as he may deem expedient; and the terms of sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient.

AND it is agreed that upon any sale of said property under this Contract 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 Twenty-five ($25.00) Dollars, for conducting the proceedings if

without contest, but if legal services be rendered to the party of the first part, their successors or assigns, or to the Trustee or party selling under the 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 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 of Maryland; second, to the payment of all claims of the party of the first part, their successors or assigns hereunder whether the same shall have been matured or not; and third, the balance, if any, to the said party Y of the second part. And if said property should be advertised under the above power of sale, and not sold, the said Attorney shall be entitled to one-half of the usual commissions, the same to be paid by the party Y of the second part.

AND it is further mutually agreed that no assignment of this Contract by the said party Y of the second part shall be valid unless the written consent of the parties of the first part is endorsed hereon.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year hereinabove first written.

WITNESS:

G. T. Strohm

G. T. STROHM

William Donald Morrow (SEAL)

WILLIAM DONALD MORROW

Virginia L Burnham (SEAL)

CHARLES A. MORROW, JR.

Charles A. Morrow Jr. (SEAL)

VIRGINIA L. BURNHAM

Trustees under the will of
MAUDE MORROW, Deceased

Victoria Easton (SEAL)

VICTORIA EASTON

(SEAL)

LIBER 101 PAGE 370

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this day of February, in the year nineteen hundred and ~~forty-eight~~ Fifty, before me, the subscribed, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Victoria Easton and they acknowledged the aforegoing Contract of Sale to be their act, and at the same time also personally appeared WILLIAM DONALD MORROW, CHARLES A. MORROW, JR., and VIRGINIA L. BURNHAM, Trustees as aforesaid, and they made oath in due form of law that the consideration set forth in the foregoing Contract is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal

Carroll H. Albaugh
Notary Public

To be filed in No. 11,990 Equity

Conditional Sales Agreement

WILLIAM DONALD MORROW
CHARLES A. MORROW
VIRGINIA L. BURNHAM
TRUSTEES

To

Approved:

Form

Exec.

For Rec.

Baltimore, Maryland, May 28, 1956

The undersigned hereby grant and assign the aforegoing contract unto Eugene M. Childs, Attorney for the purpose of foreclosure and collection.

As Witness our hands and seals.

Test:

Harry E. Karr

William Donald Morrow (SEAL)
William Donald Morrow

Charles A. Morrow, Jr. (SEAL)
Charles A. Morrow, Jr.

Virginia L. Burnham (SEAL)
Virginia L. Burnham
Trustees under the Will of
Maude Morrow, Deceased

IN THE MATTER OF	:	IN THE CIRCUIT COURT
THE REAL ESTATE OF	:	FOR
VICTORIA EASTON	:	ANNE ARUNDEL COUNTY
	:	NO. 11,770 EQUITY

STATEMENT OF CLAIM

Balance due - Contract of Sale	$401.58
Balance due - Expense Fund	73.69
Ground Rent in arrears	45.00
Interest	30.12
	$550.39

STATE OF MARYLAND, CITY OF BALTIMORE, To Wit:

I hereby certify that on this 22nd day of June, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city aforesaid, personally appeared W. Irvin Cousins, Jr., accountant for the Estate of Maud E. Morrow, and made oath in due form of law that he keeps the records of account in the said estate, and according to said records there is due and owing the sum of Five Hundred Fifty Dollars and thirty-nine cents ($550.39) as of April 30, 1956, and that the aforegoing account is true.

As witness my hand and seal Notarial.

GLADYS O. TRACEY NOTARY PUBLIC BALTIMORE, MD.

Gladys O. Tracey
Notary Public

FILED
1956 JUN 27 PM 2:41

6

Trustee's Bond

LIBER 101 PAGE 372

No. 11,790 Equity

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Eugene M. Childs

as principal,

and The Hartford Accident and Indemnity Company a corporation of the State of Connecticut, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of One thousand and 00/100 ($1,000.00) Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 27th day of June in the year of our Lord one thousand nine hundred and fifty-six.

WHEREAS, the above bounden Eugene M. Childs of Anne Arundel County by virtue of a decree of the Honorable Judge of the Circuit Court of ~~Baltimore City~~ has been appointed ~~trustee~~ attorney/assignee to sell real estate under conditional sales agreement dated February 1, 1950., being Lot # 1 as shown on plat known as Pleasant Street and Pleasant Court, Annapolis, Maryland.
mentioned in the proceedings in the case of matter of the real estate of Victoria Easton

vs

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN Eugene M. Childs

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

Betty Lee Hall

Eugene M. Childs [SEAL]

[SEAL]

Hartford Accident and Indemnity Company [SEAL]

By: Joseph D. Lazenby, Atty-in-fact [SEAL]

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the

a corporation of the State of

does hereby constitute and appoint

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

WITNESS the seal of the said

duly affixed by its Vice-President and attested by its Assistant Secretary, this

day of , 19

By:

Vice President

ATTEST:

Assistant Secretary

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

19

Assistant Secretary

FILED

1956 JUN 27 PM 2:41

Approved this 27 June, 1956.
George J. Cromwell, Clerk.

IN THE MATTER OF THE	:	NO. 11,790 EQUITY
REAL ESTATE OF	:	IN THE CIRCUIT COURT FOR
VICTORIA EASTON	:	ANNE ARUNDEL COUNTY

AFFIDAVIT AS TO NOTICE

Pursuant to the requirements of Article 21, Section 121, of the 1951 Annotated Code of Maryland, I, HARRY E. KARR, do depose and say that notice of the amount of payments in default, together with further notice that the contract, as filed in these presents, would terminate not less than thirty days thereafter, was mailed, by registered mail, return receipt requested, to Victoria Easton, #1 Pleasant Court, Annapolis, Maryland, and also to #131 W. 137th Street, New York City, Apartment 2B, the latter being the last known address of the Vendee of said property. Said notices were mailed February 16, 1956, and April 26, 1956, and both were returned unclaimed.

Harry E. Karr

STATE OF MARYLAND, BALTIMORE CITY, To Wit:

I hereby certify that on this 2 day of July, 1956, before me, the subscriber, a Notary Public of Maryland, in and for said City, personally appeared HARRY E. KARR and made oath in due form of law that the matters and things set forth in the aforegoing affidavit are true as therein stated.

As witness my hand and seal Notarial.

GLADYS O. TRACEY NOTARY PUBLIC BALTIMORE, MD.

Gladys O. Tracey
Notary Public

Commission expires May 6-1957

FILED

1956 AUG -6 AM 10:15

8

IN THE MATTER OF THE SALE	:	NO. 11,790 EQUITY
OF THE REAL ESTATE OF	:	IN THE CIRCUIT COURT
VICTORIA EASTON	:	
	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Eugene M. Childs, Assignee in the above entitled case, respectfully shows:

That under and by virtue of the power of sale contained in a conditional sales contract between William Donald Morrow, et al, Trustees appointed by the Last Will and Testament of Maude E. Morrow and Victoria Easton, the same being filed in these presents, dated February 1, 1950, default having occurred thereunder, said Assignee, after having given due notice of the time, place, manner and terms of sale by advertisement in the Evening Capital, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the law for such cases made and provided, did offer the property described in said contract at public auction at the Court House door, in the city of Annapolis, Maryland, on Thursday, September 13, 1956, at 11 O'Clock A.M., and then and there sold the same to Charles A. Morrow, Jr. as Trustee for the Estate of Maude E. Morrow, at and for the sum of One Thousand Five Hundred Fifty Dollars and no/100 ($1,550.00), he, as one of the Trustees of the Estate of Maude E. Morrow, being then and there the highest bidder for said property known and designated as Lot No. 1 on Plat entitled "Subdivision of Morrow Property on Pleasant Street and Pleasant Court, Annapolis, Maryland" filed among the Plat Records of Anne Arundel County in Plat Book 20, page 46, as described in said contract and handbill, subject to the payment of an annual rent of Thirty dollars ($30.00) payable in semi-annual installments on the 1st day of March and September, in each and every year.

CHILDS & BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

FILED
1956 SEP 18 AM 9:25

And said Assignee further reports that he has received from said purchaser a deposit, as required by the terms of said sale, and agreement signed by the purchaser to comply with the terms of sale, as set forth in the handbill filed herewith, and the sale was fairly made.

Respectfully submitted.

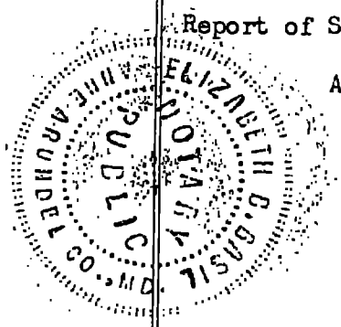
Eugene M. Childs, Assignee

Eugene M. Childs, Assignee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I hereby certify that on this 13th day of September, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared EUGENE M. CHILDS, Assignee, and made oath in due form of law that the matters and things set forth in the aforegoing Report of Sale are true, and that said sale was fairly made.

As witness my hand and seal Notarial.



Elizabeth B. Basil

Elizabeth B. Basil Notary Public

CHILDS & BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

10

George W. Scible - - - - - LIBER 101 PAGE 376 - - - - - Auctioneer

ASSIGNEE'S SALE

OF

Leasehold Property

KNOWN AS NO. 1 PLEASANT COURT, ANNAPOLIS, MARYLAND

BY VIRTUE of the power of sale contained in a contract from William Donald Morrow, et al, Trustees appointed by the Last Will and Testament of Maude E. Morrow, to Victoria Easton, dated February 1, 1950, and assigned to the undersigned for the purpose of foreclosure, default having occurred thereunder, the said Assignee will sell at public auction, at the Court House door, in the City of Annapolis, Maryland, on

Thursday, September 13th, 1956

at 11 o'clock A.M.

ALL THAT lot of ground in Annapolis, Maryland, known and designated as Lot No. 1 on Plat entitled "Subdivision of Morrow Property on Pleasant Street and Pleasant Court, Annapolis, Maryland," filed among the Plat Records of Anne Arundel County in Plat Book 20, page 46, excepting therefrom the easements and alleys, as shown on said plat, and being one of the lots described in an assignment from Edwin Eareckson to Maud E. Morrow, dated February 20, 1948, recorded among said Land Records in Liber J.H.H. 460, folio 552; SUBJECT to the payment of an annual rent of Thirty dollars ($30.00) payable in semi-annual installments on the 1st day of March and September, in each and every year.

THIS PROPERTY is improved by a two-story frame dwelling.

TERMS OF SALE: A deposit of one-third (⅓) of the purchase price will be required of the purchaser on the day of sale, balance to be paid in cash upon ratification of sale, with interest at 6 % per annum from day of sale to day of settlement. Taxes and other public charges to be adjusted to day of sale. Plat of the property can be seen at the office of the undersigned.

EUGENE M. CHILDS, Assignee,
192 Duke of Gloucester Street,
Annapolis, Maryland.

LIBER 101 PAGE 377

IN THE MATTER OF THE	:	NO. 11,790 EQUITY
REAL ESTATE OF	:	IN THE
VICTORIA EASTON	:	CIRCUIT COURT FOR
	:	ANNE ARUNDEL COUNTY

AGREEMENT TO PURCHASE AND CERTIFICATE OF AUCTIONEER

This is to certify that I (we) have purchased at public auction from Eugene M. Childs, Assignee, the property described in the advertisement attached hereto for the sum of $1550.00 One Thousand Five Hundred Fifty, and I (~~we~~) agree to comply with the terms of the sale as set forth therein.

AS WITNESS my (~~our~~) hand (s) and seal(s) this 13th day of September, 1956.

Test:

Charles A. Morrow Jr. (SEAL)
As Trustee
Estate Maude E. Morrow (SEAL)

This is to certify that I have this day sold at public auction for Eugene M. Childs, Assignee, the property described in the advertisement attached hereto to Charles A Morrow, Jr. as trustee Estate Maude E. Morrow at and for the sum of One thousand five hundred fifty, he (~~they~~) being at that price the highest bidder(~~s~~) therefor, and I hereby certify that the sale was fairly made.

As witness my hand and seal this 13th day of September, 1956.

George W. Scible (SEAL)

FILED
1956 SEP 18 PM 1:44

17

Assignee's Sale

Of Leasehold Pro[illegible]ty Known As

NO. 1 PLEASANT COURT, ANNAPOLIS, MARYLAND

By virtue of the power of sale contained in a contract from William Donald Morrow, et al, Trustees appointed by the Last Will and Testament of Maude E. Morrow, to Victoria Easton, dated February 1, 1950, and assigned to the undersigned for the purpose of foreclosure, default having occurred thereunder, the said Assignee will sell at public auction, at the Court House Door, in the city of Annapolis, Maryland, on

Thursday, September 13, 1956 at 11 o'clock, A.M.

All that lot of ground in Annapolis, Maryland, known and designated as Lot No. 1 on Plat entitled "Subdivision of Morrow Property on Pleasant Street and Pleasant Court, Annapolis, Maryland," filed among the Plat Records of Anne Arundel County in Plat Book 20, page 46, excepting therefrom the easements and alleys, as shown on said plat, and being one of the lots described in an assignment from Edwin Eereckson to Maud E. Morrow, dated February 20, 1948, recorded among said Land Records in Liber J.H.H. 400, folio 552; SUBJECT to the payment of an annual rent of Thirty dollars ($30.00) payable in semi-annual installments on the 1st day of March and September, in each and every year.

This property is improved by a two-story frame dwelling.

TERMS OF SALE: A deposit of one-third (1/3) of the purchase price will be required of the purchaser on the day of sale, balance to be paid in cash upon ratification of sale, with interest at 6% per annum from day of sale to day of settlement. Taxes and other public charges to be adjusted to day of sale. Plat of the property can be seen at the office of the undersigned.

EUGENE M. CHILDS, Assignee,
102 Duke of Gloucester Street,
Annapolis, Maryland.

George W. Scible, Auctioneer. S-10

FILED

12 A No. E.C. 2[illegible] 1956 SEP 18 PM 1:44

LIBER 101 PAGE 378 OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 18, 1956

We hereby certify, that the annexed

Assignee's Sale

Victoria Easton

William Emrald Morrow

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 13th day of September, 1956. The first insertion being made the 14th day of August, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

LIBER 101 PAGE 379

ORDER NISI

IN THE MATTER OF THE SALE OF THE REAL ESTATE OF

~~XXXXXXX~~

VICTORIA EASTON

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,790 Equity

Ordered, this 18 day of September, 19 56, That the sale of the Property in these Proceedings mentioned, made and reported by Eugene M. Childs, Assignee, ~~Trustees~~,

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

The report states that the amount of sale ~~XXXXX~~ was $ 1,550.00.

George T. Cromwell, Clerk.

True Copy.

TEST: Clerk.

Filed 18 Sept., 1956, at 9:40 A. M.

(Final Order)

IN THE MATTER OF THE SALE OF THE REAL ESTATE OF

~~XXXXXX~~

VICTORIA EASTON

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 14th day of November, 19 56, that the sale made and reported by the ~~Trustee~~ assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson Judge.

13

FILED

1956 NOV 15 PM 1:06

LIBER 101 PAGE 380

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,790 Equity

In The Matter Of The Sale Of The Real Estate Of VICTORIA EASTON

Ordered, this 18th day of September, 1956, That the sale of the Property in these Proceedings mentioned, made and reported by Eugene M. Childs, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 22nd day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22nd day of October next.

The report states that the amount of sale was $1,550.00.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

O-10

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 29, 1956

We hereby certify, that the annexed

Order Nisi Sale

Eq. 11,790.

Victoria Easton

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 October, 1956. The first insertion being made the 19th day of September, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. E.C. 5779 1956 NOV -9 AM 9:42

13-A

Trustee's Bond

LIBER 101 PAGE 381

No 11,790 Equity

KNOW ALL MEN BY THESE PRESENTS:

THAT WE ..... Eugene M. Childs ..... as principal, and ..... The Hartford Accident and Indemnity Company ..... a corporation of the State of ..... Connecticut ....., as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of ..... Six 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 ..... 9th ..... day of ..... November ..... in the year of our Lord one thousand nine hundred and ..... fifty-six .....

WHEREAS, the above bounden ..... Eugene M. Childs ..... by virtue of a decree of the Honorable Judge of the Circuit Court of ~~Baltimore City~~ Anne Arundel County, has been appointed ~~trustee~~ attorney/assignee to sell ..... real estate under conditional sales agreement ..... dated February 1, 1950, being Lot # 1 as shown on plat known as Pleasant Street and Pleasant Court, Annapolis, Maryland mentioned in the proceedings in the ~~case of~~ matter of the real estate of Victoria Easton

vs.

.....

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN ..... Eugene M. Childs .....
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

Betty Lee Hall
Betty Lee Hall

Eugene M. Childs [SEAL]
Eugene M. Childs

[SEAL]

Hartford Accident and Indemnity Company [SEAL]

[SEAL]
By: Joseph D. Lazenby, Atty-in-fact,

State of Maryland, Baltimore City, sct:

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

WITNESS the seal of the said .....
duly affixed by its Vice-President and attested by its Assistant Secretary, this .....
day of ....., 194....

.....

By: .....
Vice President

ATTEST:

.....
Assistant Secretary

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

Add'l Bond approved and filed this 14th day of November 1956
JH George F. Cromwell Clerk

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

FILED

1956 NOV 14 PM 1:36

.....
Assistant Secretary

LIBER 101 PAGE 382

In the Case of

In the Matter of the
Real Estate
of
~~Vs~~

Victoria Easton

In the

Circuit Court

For

Anne Arundel County

No. 11,790 Equity

To the Honorable, the Judges of said Court:

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

December 3, 1956

All of which is respectfully submitted.

Laura R. Jinkling
Auditor.

16

Dr. In the Matter of the Real Estate of Victoria Easton in ac.

To Assignee for Fee, viz:	25 00		
To Assignee for Commissions, viz:	78 66	103	66
To Assignee for Court costs, viz:			
Plaintiff's Solicitor's appearance fee	10 00		
Clerk of Court - Court costs	30 00		
Auditor - stating this account	13 50	53	50
To Assignee for Expenses,viz:			
Capital-Gazette Press - advertising sale	36 24		
Capital-Gazette Press - order nisi (sale)	8 00		
Capital-Gazette Press - order nisi (acct)	6 00		
Speer Publications, Inc. - handbills	12 02		
Hartford Accident & Indemnity Co. - bond premium	10 00		
George W. Scible - auctioneer's fee	30 00		
One-half Federal documentary stamps	1 10		
One-half State documentary stamps	1 10		
Clerk of Court - recording assignment	1 00		
Elizabeth B. Basil - notary fee	50	105	96
To Assignee for Taxes, viz: 1956 Annapolis City taxes ($14.87) adjusted to 9/13/56 - 75 days	3 00	3	00
To Assignee for Ground Rent, viz:			
Semi-annual ground rent due 9/1/56	15 00		
Ground rent from 9/1/56 to 9/13/56	1 05	16	05
To Assignee for Benefit Charges, viz:			
Metered water to 4/30/56	4 75		
Metered water to 7/31/56	1 60		
Metered water to 9/13/56	2 11	8	46
To Estate of Maude E. Morrow - in full for claim filed to 4/30/56	550 39		
Interest to 9/13/56	8 91	559	30
To Victoria Easton, purchaser - this balance	719 02	719	02
		1,568	95

with

Eugene M. Childs, Assignee

Cr.

1956				
Sept.	13	Proceeds of Sale	1,550 00	
		Interest on deferred payment of #1,033.33 to 11/20/56	11 60	1,561 60
		Refund 1956 State and County taxes $25.67) - 105 days	7 35	7 35
			18	1,568 95

LIBER 101 PAGE 385

ORDER NISI

In the Matter of the Real Estate

~~VERSUS~~

of

Victoria Easton

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,790 Equity.

ORDERED, This 4th day of December, 19 56, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 7th 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 7th day of January next.

George T. Cromwell, Clerk

Filed 1956 Dec. 4; 10:30 A.M.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 29th day of January, 1957, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge

FILED

1957 JAN 30 PM 12: 51

17

LIBER 101 PAGE 386

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 4, 1957

We hereby certify, that the annexed Order Nisi Eq. 11,790 Auditor Account Victoria Easton

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 7th day of January, 1957. The first insertion being made the 5th day of December, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,790 Equity

In The Matter Of The Real Estate Of
VICTORIA EASTON.

Ordered, this 4th 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 7th 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 7th day of January next.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:

GEORGE T. CROMWELL, Clerk

D-19

FILED

No. E.C. 9250 1957 JAN 29 PM 1:31

20

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY	:	IN THE CIRCUIT COURT
	:	
vs.	:	OF
	:	
MICHAEL S. SHACKA and RITA H. SHACKA, his wife	:	ANNE ARUNDEL COUNTY

- - - - -

IN EQUITY

No. 10,662.

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 6 Feb., 1933

/

Form 812 BOOK 500 PAGE 118

[DR.—CITY OR COUNTY] LIBER 101 PAGE 388

Mortgage

No. 10,662 Equity.

THIS MORTGAGE, Made this seventeenth day of July, in the year Nineteen Hundred and Fifty, by and between Michael S. Shacka and Rita H. Shacka, his wife,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the said Mortgagor, being a member of the said body corporate, has received therefrom an advance or loan of Five Thousand Dollars ($ 5000.00), said advance or loan having been used in part payment of the purchase money for the property hereinafter described; and

WHEREAS, the said Mortgagor being therefore justly indebted unto the Mortgagee for borrowed money in the said principal sum of Five Thousand Dollars ($ 5000.00), the said Mortgagor does hereby covenant to repay the same, with interest at the rate of six per centum (6%) per annum, computed monthly, unto the Mortgagee, or its assigns, at the office of the Mortgagee, or its assigns, in monthly instalments (including principal and interest) of Fifty Dollars ($ 50.00), plus one-twelfth of the annual taxes, water rents, ground rent, if any, insurance premiums, and other public charges and assessments, commencing on the first day of August, 19 50, and continuing on the first day of each month thereafter until the principal, interest and such ~~fines and~~ 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.

AND WHEREAS, this mortgage shall also secure future advances so far as is legally permissible at the date hereof.

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

Filed 6 Feb. 1953.

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:

BEGINNING for the first thereof on the southeast side of Bodkin Avenue at the northwest corner of Lot Number Forty-four (44), as laid out on the Revised Plat of Bodkin Plains, hereinafter referred to; thence northeasterly along the southeast side of Bodkin Avenue one hundred and eighty-four and thirty-eight one-hundredths feet to the south side of Lot Number Forty; thence easterly along the south side of Lot Number Forty seven hundred and fifty-five feet, more or less, to the waters of Bodkin Creek; thence southerly along the waters of Bodkin Creek one hundred and fifty feet, more or less, to the north side of Lot Number Forty-four; thence westerly along the north side of Lot Number Forty-four, and parallel with and one hundred and fifty feet southerly from the second line in this description eight hundred and ninety-five feet, more or less, to the place of beginning.

BEING Lots Numbers Forty-one (41), Forty-two (42) and Forty-three (43) as laid out on the Revised Plat of Bodkin Plains, subdivided by the Cityco Realty Company of

Plaintiff's Exhibit A.

Baltimore City, and recorded among the Land Records of Anne Arundel County in Plat Book F.S.R. No. 4, folio 18, new reference Cabinet 1, Rod A-5, Plat 3.

THE SECOND thereof being known and designated as Lots Numbered Forty-four (44) and Forty-four-A (44-A), as laid out on the aforesaid Revised Plat of Bodkin Plains, said lots having a combined frontage of eighty feet on Bodkin Creek and a combined frontage on Bodkin Avenue of eighty-six feet, as shown on said plat.

BEING the same lots of ground which, by deed dated March 10, 1949, and recorded among the Land Records aforesaid in Liber J.H.H. No. 514, folio 124, were granted and conveyed by Bessie M. Williams, widow, to the said Michael S. Shacka and Rita H. Shacka, his wife.

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.

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~~ and assigns, shall make or cause to be made the payments and perform and comply with the covenants and conditions herein mentioned on his, her or their part to be made and done, then this Mortgage shall be void.

It is agreed that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary, and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced shall be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to.

And the said Mortgagor does further covenant and agree:

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

2. To keep the improvements on said property in good repair, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies designated by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

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

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

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

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

7. That the whole of said Mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly instalment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days.

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

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

AND the said Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions ~~of Sections 720 to 732, inclusive, of Chapter 123,~~ of the Laws of Maryland, ~~passed at the January session in the year 1898~~ or any 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, by Harry A. Kohlerman or John O. Dumler, its duly constituted Attorneys or Agents, under Article LXVI, ~~Sections 6 to 10, inclusive,~~ of the Maryland Code ~~(1924)~~ Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages; and the sale shall be made after giving twenty days' notice of the time, place, manner, and terms of sale in some newspaper printed in the County or City in which the land is situate; and the party selling may also give such other notice as he may deem expedient; and the terms of sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient. And it is agreed that upon the institution of foreclosure proceedings after default hereunder, in the event of suspension of said proceedings or the payment of the amount due the Mortgagee before sale, the said Mortgagor shall, in addition to such other sum or sums with which he shall be chargeable, be also chargeable with a counsel fee of Fifty Dollars ($50.00) to the Attorney or Solicitor instituting such proceedings, 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 Court for the County or City in which the proceeding under this Mortgage may be filed; and the said Mortgagee, its successors and assigns, or Harry A. Kohlerman or John O. Dumler, their said Attorneys, 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, fee, 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, fee, expenses, and commission; and it is further agreed that 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 Seventy-five Dollars ($75.00) for conducting proceeding, if without contest, but if legal services be rendered to the Mortgagee or its assignee, or to the trustee or party selling under the 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 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 the same shall have then matured or not; and Third, the balance, if any, to the said Mortgagor, his heirs, ~~personal representatives~~ or assigns.

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:

Mildred I. Tavik

Mildred I. Tavik

Michael S. Shacka (SEAL)
Michael S. Shacka

_____ (SEAL)

Rita H. Shacka (SEAL)
Rita H. Shacka

_____ (SEAL)

4

BOOK 580 PAGE 121 LIBER 101 PAGE 391

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, That on this seventeenth day of July, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Michael S. Shacka and Rita H. Shacka, 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 James Windfelder, 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.

Mildred I. Tavik
Notary Public

Mildred I. Tavik

My commission expires May 7, 1951

Recorded July 19th. 1950 at 9:30 A.M.

INSPECTED W. T. C. H. L. B. B.

Mortgage

FROM

MICHAEL S. SHACKA

AND WIFE

TO

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

KOHLERMAN AND DUMLER
Attorneys at Law
Baltimore, Maryland

File No. 4125-T

Property:

Lots 41-42-43-44-44A
Bodkin Plains

Description approved

Execution approved

5

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY	:	IN THE CIRCUIT COURT
vs.	:	OF
MICHAEL S. SHACKA and RITA H. SHACKA, his wife	:	ANNE ARUNDEL COUNTY

IN EQUITY
No. 10,662

I HEREBY CERTIFY, That on this 2nd day of February, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Mary E. Bauer, Secretary 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, Michael S. Shacka and Rita H. Shacka, 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.

Feb. 6, 1953

CHARLES F. LOOS NOTARY PUBLIC BALTIMORE, MD.

Charles F. Loos
Notary Public

Feb. 2, 1953

Mary E. Bauer
Mary E. Bauer Affiant

6

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY	:	IN THE CIRCUIT COURT
vs.	:	OF
MICHAEL S. SHACKA and RITA H. SHACKA, his wife	:	ANNE ARUNDEL COUNTY
	:	No. 10,662 Equity

..ooOoo..

STATEMENT OF MORTGAGE CLAIM

Amount of Mortgage, dated July 17, 1950	$ 5,000.00
Less payments to date	69.01
TOTAL MORTGAGE CLAIM	$ 4,930.99

Filed 6 Mar., 1953

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY that on this 3rd day of March 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 of Baltimore City, the plaintiff in the above entitled case, and made oath in due form of law that the aforegoing 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.

DOROTHY BASEL NOTARY PUBLIC BALTIMORE MD.

Dorothy Basel
Dorothy Basel Notary Public

My commission expires 5/4/53

7

LIBER 101 PAGE 394

A STOCK COMPANY — ESTABLISHED 1890

No. 10,662 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 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 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 27th day of February in the year of our Lord 1953.

Whereas, the above bounden John O. Dumler

by virtue of the power contained in a mortgage from Michael S. Shacka and Rita H. Shacka, his wife

to The Capital Bldg. and Loan Assn. of Baltimore City

bearing date the 17th day of July, 1950 and recorded among the mortgage records of Anne Arundel County in Liber J. H. H. No. 580 Folio 118 and John O. Dumler, Attorney named in mortgage

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:

Dorothy Basel
Dorothy Basel

John O. Dumler (SEAL)
John O. Dumler

(SEAL)

Witness:

E. Matulonis
E. Matulonis *As to Surety*

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By E. V. Shockley
E. V. Shockley, *Attorney-in-Fact*

MD3228a—500, 6-49 *124470*
Mortgagee's or Attorney's Bond

Approved this 6 Mar 1953
John H. Hopkins, 3rd, Clerk

Filed 6 Mar., 1953.

8-A

State of Maryland, Baltimore City, sct:

LIBER 101 PAGE 395

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, this February 27, 19 53.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

G. A. Conner *Assistant Secretary*

8

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
	:	(In Equity)
MICHAEL S. SHACKA and RITA H. SHACKA, his wife,	:	Case No. 10662 Docket 15-Folio No. 47

- - - -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 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 eleventh day of March, 1953 at two o'clock P. M., sell on the premises, the aforesaid fee simple property unto Max Singer at and for the sum of Five Thousand Two Hundred and Seventy Dollars ($5,270.00) cash, the said Max Singer having offered the greatest price therefor.

Filed 13 March, 1953

John O. Dumler

Attorney named in mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I hereby certify, that on this eleventh day of March, 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 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

DOROTHY V. BASEL NOTARY PUBLIC BALTIMORE, MD.

Dorothy Basel NOTARY PUBLIC

My commission expires May 4, 1953.

9

ORDER NISI

LIBER 101 PAGE 397

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

versus

MICHAEL S. SHACKA and RITA H. SHACKA, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,662 Equity

Filed 13 Mar., 1953

Ordered, this 13 day of March, 1953, That the sale of the Property in these Proceedings mentioned, made and reported by John O. Dumler, Attorney named in Mortgage, ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20 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 20 day of April next.

The report states that the amount of sales to be $5,270.00.

John H. Hopkins, Jr., Clerk.

True Copy,

TEST: Clerk.

(Final Order)

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

versus

MICHAEL S. SHACKA and RITA H. SHACKA, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 23 Apr., 1953

ORDERED BY THE COURT, This 23d day of April, 1953, that the sale made and reported by the ~~Trustee~~ Attorney aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

10

LIBER 101 PAGE 398

A STOCK COMPANY — ESTABLISHED 1890

No. 10,662 Equity ✓

Fidelity and Deposit Company

HOME OFFICE **OF MARYLAND** BALTIMORE 3

ADDITIONAL BOND NO. 53 30 494

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 FIVE HUNDRED AND 00/100- ($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 13th day of March 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 Michael S. Shacka and Rita H. Shacka, his wife to The Capital Building and Loan Association of Baltimore City bearing date the 17th day of July, 1950 and recorded among the mortgage records of Anne Arundel County in Liber J.H.H. No. 580 Folio 118 and John O. Dumler, Attorney named in Mortgage 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.

Filed 17 Mar, 1953

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:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

K. Woodburn
K. Woodburn *As to Surety*

By E. V. Shockley
E. V. Shockley, *Attorney-in-Fact.*

MD3228a—500, 6-49 124470
Mortgagee's or Attorney's Bond

Approved this 17 Mar, 1953
John H. Hopkins, 3rd, Clerk.

11

State of Maryland, Baltimore City, sct:

LIBER 101 PAGE 399

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 13, 1953

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

G. A. Conner,

Assistant Secretary

11

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY : IN THE CIRCUIT COURT

: FOR

VS. : ANNE ARUNDEL COUNTY (In Equity)

: Case No. 10662

MICHAEL S. SHACKA and RITA H. SHACKA, his wife . . . : . . . Docket 15, Folio No. 47

KOHLERMAN AND DUMLER,
Solicitors
1406 Fidelity Building,
Baltimore 1, Maryland.

Mortgagee's Sale of Valuable Fee Simple Real Estate

In The Third Election District of Anne Arundel County, Maryland, at Bodkin Pines, Pasadena.

Under and by virtue of the power of sale contained in a mortgage from Michael S. Shacka and Rita H. Shacka, his wife, to The Capital Building and Loan Association of Baltimore City bearing the date of July 17, 1950, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 580, folio 118, 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 Wednesday, the 11th day of March, 1953 at two o'clock p. m. all those lots of ground situated in Anne Arundel County, State of Maryland and described as follows:

ALL those lots of ground and improvements thereon being known as Lots 41, 42, 43, 44, and 44-A as laid out on the revised plat of Bodkin Pines which plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet 1, Rod A-5, Plat 3. Said lots have a combined frontage of 270 feet, more or less, along the easternmost side of Bodkin Avenue, as shown on said plat and having an irregular depth of 855 feet, more or less. The above property is subject to conditions and restrictions set forth in deed dated December 12, 1940 and recorded among the aforesaid Land Records in J. H. H. 228, folio 362 and to the conditions and restrictions contained in deed dated December 16, 1943 and recorded among the aforesaid Land Records in J. H. H. 294, folio 471. The above property is in fee simple and the improvements thereon consist of five separate one story frame buildings converted for occupancy as dwellings.

TERMS OF SALE: Cash, upon ratification of sale by the Court. A deposit of $500.00 will be required of the purchaser or purchasers on the day of sale. Deferred payments to bear interest at 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. m-5

Filed 19 Mar., 1953.

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 11th day of March, 1953, sold the property described in the attached advertisement of sale at and for the sum of $5270.00 to Max Singer, he 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 11th day of March, 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 $5270.00 and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Test:

Alvin H. Levin
Alvin H. Levin

Max Singer
Max Singer Purchaser

12

LIBER 101 PAGE 401

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 9th, 1953

We hereby certify, that the annexed

Order Nisi - Sale

Equity Number 10,662

Michael S. Shacka

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 20th day of April, 1953 The first insertion being made the 19th day of March, 1953

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

Filed 23 Apr. 1953.

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,662 Equity

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

Vs.

MICHAEL S. SHACKA and RITA H. SHACKA, his wife.

Ordered, this 19th day of March, 1953, That the sale of the Property in these Proceedings mentioned, made and reported by John O. Dunler, Attorney named in Mortgage, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th 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 20th day of April next.

The report states that the amount of sales to be $5,270.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

a-0

MG 2952

13

LIBER 101 PAGE 402

In the Case of

The Capital Building & Loan
Association of Baltimore City

VS.

Michael S. Shacka
and
Rita H. Shacka, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,662 Equity

To the Honorable, the Judges of said Court:

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

Filed 16 June, 1953.

June 12, 1953.

All of which is respectfully submitted.

Laura R. Jickling
Auditor.

14

Dr. The Capital Building & Loan Ass'n of Baltimore City vs. Michael S. Shacka and Rita H. Shacka, his wife

in ac.

To Attorney for Fee, viz:	75	00	
To Attorney for Commissions, viz:	189	44	264 44
To Attorney for Court costs, viz:			
Plaintiff's Solicitor's appearance fee	10	00	
Clerk of Court - Court costs	20	75	
Auditor - stating this account	13	50	44 25
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 Daily Record - advertising sale	28	48	
The Sun - advertising sale	30	40	
Cards and printing -advertising sale	3	50	
Fidelity & Deposit Co. of Md. - bond premiums	22	00	
Alex Cooper - auctioneer's fee & expenses	65	00	
John G. Rolker, Inc. - fire insurance premium ($38.25- adjusted)	10	33	
One-half Federal documentary stamps	3	03	
One-half State documentary stamps	3	02	
Dorothy Basel - notary fees	1	00	218 28
To Attorney for Taxes, viz:			
1953 State & County taxes adjusted - 2 months 11 days	18	54	18 54
To The Capital Building & Loan Ass'n of Baltimore City, mortgagee - this balance on account mortgage claim	4,769	01	4,769 01
			5,314 52
Amount of mortgage claim filed	4,930	99	
Cr. amount allowed as above	4,769	01	
Balance subject to decree in personam	161	98	

15

with John O. Dumler, Attorney named in Mortgage Cr.

1953				
Mar.	11	Proceeds of Sale	5,270 00	
		Interest on deferred payment - one month 26 days	44 52	5,314 52
				5,314 52

LIBER 101 FOLIO 405

ORDER NISI

The Capital Building & Loan Ass'n of Baltimore City

VERSUS

Michael S. Shacka

and

Rita H. Shacka, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 10,662 Equity.

Filed 16 June, 1953

ORDERED, This 16 day of June, 19 53, 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 20 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 20 day of July next.

John H. Hopkins, 3rd, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 14 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 15 PM 2:25

LIBER 101 PAGE 406 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 15, 1953

We hereby certify, that the annexed

Order Nisi - Aud. Acct. - Eq. 10662

Michael S. Shacka

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 20th day of July, 1953. The first insertion being made the 18th day of June, 1953.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,662 Equity
THE CAPITAL BUILDING & LOAN ASSOCIATION of Baltimore City
Vs.
MICHAEL S. SHACKA and RITA H. SHACKA, his wife.

Ordered, this 10th day of June, 1953, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 20th day of 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 20th day of July next.

JOHN H. HOPKINS, 3rd., Clerk.

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

FILED
No. M. G. 96 1953 FEB 13 PM 2:58

18

THE LIFE INSURANCE COMPANY OF VIRGINIA, a body corporate, Plaintiff	:	IN THE
vs.	:	CIRCUIT COURT
	:	FOR
DONALD E. WOLFE 122 Dorchester Road Glen Gardens Glen Burnie, Maryland	:	ANNE ARUNDEL COUNTY
and	:	NO. 11,886 EQUITY
ANNA MAE WOLFE 122 Dorchester Road Glen Gardens Glen Burnie, Maryland	:	
Defendants	:	

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

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of the Plaintiff respectfully represents:

1. That on the 13th day of July, 1954, the Defendants executed and delivered to James W. Rouse and Company, Incorporated a mortgage upon certain leasehold property in Anne Arundel County, therein described, to secure the payment of the mortgage debt of $5,850.00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1", and filed herewith as part of this Petition.

2. That by assignment dated September 17, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 846, folio 494, said Mortgage was short assigned to your Petitioner.

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

ROUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

FILED
1956 OCT -1 AM 11:21

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

AND, AS IN DUTY BOUND, ETC.

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

ROUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

LIBER 846 PAGE 490

FHA Form No. 2127-H
(Revised June 1950)

H-9963

LIBER 101 PAGE 409

No. 11,886 Equity

MORTGAGE

THIS MORTGAGE, Made this 13th day of July , A. D. 19 54 , by and between DONALD E. WOLFE and ANNA MAE WOLFE, his wife,

of Anne Arundel County , in the State of Maryland, hereinafter called the Mortgagor, and

JAMES W. ROUSE & COMPANY, INCORPORATED

a corporation organized and existing under the laws of the State of Maryland , hereinafter called the Mortgagee.

WHEREAS, the Mortgagor ~~[illegible]~~* is justly indebted to the Mortgagee for borrowed money in the principal sum of FIVE THOUSAND EIGHT HUNDRED FIFTY - - - - - - - - Dollars ($ 5,850.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one-half per centum (4½ %) per annum on the unpaid principal until paid, principal and interest being payable at the office of James W. Rouse & Company, Incorporated , in Baltimore Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Thirty-seven and 03/100 - - - - - - - - - - - - - - - - - - - Dollars ($ 37.03), commencing on the first day of August , 19 54 , and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of July , 19 74 . Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity: PROVIDED, HOWEVER, That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

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 ($1.00) 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 that lot(s) of ground situate, lying and being in 5th Dist. Anne Arundel Co. , in the State of Maryland aforesaid, and described as follows, that is to say:

16—55500-4

BEING known and designated as Lot No. 41, Block K, on the Plat of Glen Gardens, Section II-Revised, dated September 10, 1952 and recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 4, Rod G-4, Plat No. 5. The improvements thereon being known as No. 122 Dorchester Road.

BEING the same property which by Deed of Assignment dated July 13, 1954 and recorded or intended to be recorded prior hereto among the Land Records of Anne Arundel County, was granted and assigned by Wheeler Holding, Inc. to the within named mortgagors, subject to the payment of an annual ground rent of $90.00, payable in equal half-yearly instalments on the 9th days of January and July in each and every year.

SAID mortgagors have this day passed unto said mortgagee their promissory note in said sum, bearing even date herewith and payable with interest as aforesaid.

FOR VALUE RECEIVED, JAMES W. ROUSE & COMPANY, INCORPORATED hereby assigns the within and aforegoing mortgage to THE LIFE INSURANCE COMPANY of VIRGINIA

AS WITNESS the hand of C. G. Carey Vice-President of JAMES W. ROUSE & COMPANY, INCORPORATED together with its corporate seal hereto affixed, this 17th day of September 1954.

WITNESS

WILLIAMS P. FULTON

JAMES W. ROUSE & COMPANY, INCORPORATED

CHURCHILL G. CAREY Vice-President

*Delete italicized words if Mortgagee is not a Building and Loan Association.

FILED

1956 OCT -1 AM 11:21

PETITIONER'S EXHIBIT NO. 1

FOR VALUE RECEIVED, AND WITHOUT RECOURSE, Fidelity -Baltimore National Bank & Trust Company, successor to The Fidelity Trust Company (Baltimore, Md.) by virtue of consolidation of The Fidelity Trust Company (Baltimore, Maryland) and Baltimore National Bank, effective July 16, 1954, hereby assigns the within mortgage and the debt thereby secured unto James W. Rouse & Company, Inc., its successors and assigns.

WITNESS the signature of Fidelity-Baltimore National Bank & Trust Company by the hand of WM. TILGHMAN HEMSLEY its Vice President and its corporate seal duly affixed hereto 16th day of September, 1954.

TEST: FIDELITY-BALTIMORE NATIONAL BANK & TRUST COMPANY

George W. Baxter Barster BY W. Tilghman Hemsley Vice President

WM. TILGHMAN HEMSLEY

AND WHEREAS, it is mutually understood and agreed by and between the parties hereto that all the buildings, walks, fences, shrubbery, driveways, improvements and fixtures of every kind, including stoves, refrigerators, bathroom fixtures, equipment and accessories, wall-to-wall carpeting, breakfast nook furniture, ranges, cabinets, shades, venetian blinds, heaters, boilers, radiators, engines, machines, motors, screens, screen doors, blinds, doors, storm windows, storm doors, hardware, wires, switches, electric fixtures, bells, insulations, and all other waters, plumbing, piping, tubing, laundry tubs, washing machines, ventilating and heating equipment, including stokers, oil burners, tanks, air conditioning equipment now upon or which may hereafter be placed upon said property, shall be deemed to be fixtures and part of the realty herein conveyed, but whether or not of the nature of fixtures they shall be deemed and shall constitute part of the security for the indebtedness herein mentioned, and shall be covered by this mortgage;

Received for Record 27 Day of Sept 1954 at 11:30 A.M. and the same day recorded in Liber C.H.H. No. 846 Fol. 494 Land Records of Anne Arundel County.
GEORGE T. CROMWELL, Clerk

Received for Record 27 Day of Sept 1954 at 11:30 A.M. and the same day recorded in Liber C.H.H. No. 846 Fol. 494 Land Records of Anne Arundel County.
JOHN H. HOPKINS, 3rd Clerk

This mortgage is made upon the distinct understanding between the parties hereto that if any of the following items are located on the property above described they shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz.: All garages; all bathroom accessories, such as tub, lavatory, closet combination, built in medicine cabinets; all kitchen accessories, such as sink, built in kitchen units, garbage disposal unit, dishwasher, gas, electric, and coal ranges; breakfast nook furniture which is attached to or affixed to the dwelling; all cellar accessories, such as laundry equipment and tubs; heating plant complete with its boiler, circulators, radiators, piping and tubing; hot water heaters; oil burner, with its motors, piping and tubing; oil tanks; built in club room with its appurtenances; built in radio and television antenna; all lighting fixtures; built in mantels; screens for windows and doors, storm-windows and window shades. The aforegoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the Mortgagee as a part of the Mortgagee's security.

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(s) of ground and improvements unto the said Mortgagee, its successors and assigns, **for all the residue of the term of years yet to come and unexpired therein, with the benefits of renewal forever; subject to the payment of the aforesaid annual ground rent.**

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 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, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid, the following sums:

(a) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (1/12) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with

which to discharge the said Mortgagee's obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the applicable provisions of the National Housing Act, as amended, and Regulations thereunder. The Mortgagee shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the Mortgagor all payments made under the provisions of this subsection which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner.

(*b*) 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) 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.

(*c*) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the mortgage debt hereby secured shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Federal Housing Commissioner;

(II) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the mortgage debt secured hereby; and

(IV) amortization of the principal of said debt.

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 two (2) cents for each dollar of each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (*b*) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (*b*) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (*a*) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (*b*) 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 balance then remaining in the funds accumulated under (*b*) of paragraph 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (*a*) of paragraph 1.

3. That 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; 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 set forth hereinbefore and shall be secured by this mortgage.

4. 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.

5. That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies, including war damage, in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provisions for payment of which has not been made hereinbefore. 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 the 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.

6. 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.

7. 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.

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 2 months from the date hereof (written statement of any officer of the Federal Housing Administration or authorized agent of the Federal Housing Commissioner dated subsequent to the 2 months time from the date of this mortgage, declining to insure this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of this mortgage may, at its option, declare all sums secured hereby immediately due and payable.

9. The Mortgagor covenants and agrees that so long as this mortgage and the said note secured hereby are insured under the provisions of the National Housing Act, he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color, or creed. Upon any violation of this undertaking, the Mortgagee may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

4

5

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

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 **R. Dorsey Watkins**, 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 a 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** 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), **their** heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor 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:

Doris M. Fowler
DORIS M. FOWLER

Donald E Wolfe **Donald E. Wolfe** [SEAL]

Anna Mae Wolfe **Anna Mae Wolfe** [SEAL]

[SEAL]

[SEAL]

STATE OF MARYLAND, **BALTIMORE CITY** to wit:

I HEREBY CERTIFY, That on this **13th** day of **July**, 19 **54**, before me, the subscriber, a Notary Public of the State of Maryland, ~~aforesaid~~ in and for ~~aforesaid~~ Baltimore County personally appeared **DONALD E. WOLFE and ANNA MAE WOLFE, his wife, known to me, or satisfactorily proven to be the persons whose ~~aforesaid Mortgagors~~ and names ~~are~~ subscribed to the within ~~mortgage~~ instrument and acknowledged that they executed the same for the purposes therein contained.**

And at the same time also personally appeared **Harry H. Batchelor**, the **Vice-President** of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

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

Recorded-15th-July-1954-at-1:20-P.M.

Doris M. Fowler
DORIS M. FOWLER *Notary Public.*

My commission expires: May 2, 1955.

FOR VALUE RECEIVED, and without recourse, James W. Rouse & Company, Incorporated hereby assigns the within mortgage and the debt thereby secured unto THE FIDELITY TRUST COMPANY (BALTIMORE, MARYLAND), its successors and assigns.

WITNESS, the corporate seal of James W. Rouse & Company, Incorporated and the signature of its Vice President hereto this 13th day of July, 1954.

WITNESS:

Sally T. Phelps

JAMES W. ROUSE & COMPANY, INCORPORATED
By C. G. Carey Vice President

Recorded-15th-July-1954-at-1:20-P.M.

5th Dist. Anne Arundel Co. (2)

Written by hw
Approved by
Ready for Record

This form may be used as the security instrument in connection with mortgages to be insured under Section 8, Section 203, Section 603, and Section 603 pursuant to Section 610 of the National Housing Act, and in connection with "individual mortgages" to be insured under Section 213 and Section 611 of the National Housing Act.

STATE OF MARYLAND
Loan No. 71182

MORTGAGE

DONALD E. WOLFE and wife
TO
JAMES W. ROUSE & COMPANY, INCORPORATED
a/k/a The Fidelity Trust Company (Baltimore, Maryland)

Received for Record July 15, 1954, at 1:20 o'clock P.M., and same day recorded in Liber No. 846, Folio 493, etc., one of the Records of Anne Arundel County, and examined per

JOHN H. HOPKINS, 3rd, Clerk.

Cost of Records, $ 1.00

Recorded for Record on the 15 day of July 1954 at 1:20 P.M. the same was recorded in Liber No. 846, Fol. 493 etc., one of the Records of Anne Arundel County.

JOHN H. HOPKINS, 3rd Clerk

No. Insured
Date of Insurance Commitment
Form Approved by Federal Housing Commissioner
Dated
FEDERAL HOUSING COMMISSIONER
as Insuring Mortgagee
By
Date

Reference is made to the Act and to the Regulations thereunder covering assignments of the insurance protection on this note.

U. S. GOVERNMENT PRINTING OFFICE 16—55500-4

THE LIFE INSURANCE COMPANY OF VIRGINIA, a body corporate, Plaintiff	:	IN THE
Vs.	:	CIRCUIT COURT
	:	FOR
DONALD E. WOLFE 122 Dorchester Road Glen Gardens Glen Burnie, Maryland	:	ANNE ARUNDEL COUNTY
And	:	
ANNA MAE WOLFE 122 Dorchester Road Glen Gardens Glen Burnie, Maryland	:	NO. 11,886 EQUITY
Defendants	:	

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

DECREE FOR SALE OF MORTGAGED PREMISES

The Petition and Exhibit in the above cause having been submitted, the proceedings therein were by the Court read and considered:

IT IS THEREFORE, this 1st day of October, in the year nineteen hundred and fifty-six, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED, that the mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed, for the foreclosure of said mortgage; that John G. Rouse, Jr., be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by himself, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Six Thousand Dollars ($6,000.00) conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any further Decree or Order in

ROUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

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7

the premises; he shall then proceed to make the said sale, having given at least twenty days notice by advertisement, inserted in such newspaper or newspapers published in Anne Arundel County as he shall think proper, of the time, place, manner and terms of sale, which shall require that the purchaser or purchasers make a cash deposit of Five Hundred Dollars ($500.00) at the time and place of sale and the balance of the purchase price to be paid in cash on final ratification of the sale by the Circuit Court for Anne Arundel County, and to bear interest at the rate of six per cent (6%) per annum from the day of sale; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their personal representatives or assigns, the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagors, and those claiming by, from or under the, 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.

ROUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

Benjamin Michaelson
Judge

LIBER 101 PAGE 415

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND *BALTIMORE 3*

no. 11,886 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, JOHN G. ROUSE, JR.

and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Six Thousand ($6,000.00) - - - --- - - - - - - - - - - - - - - - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 4th day of October in the year of our Lord one thousand nine hundred and fifty-six.

WHEREAS, the above bounden JOHN G. ROUSE, JR. by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed Trustee to sell the real estate

mentioned in the proceedings in the case of Life Insurance Company of Virginia

vs:

Donald E. Wolfe and Anna Mae Wolfe

now pending in said Court: No. 11,886 Equity

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden JOHN G. ROUSE, JR.

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

Signed, sealed and delivered in the presence of:

John G. Rouse Jr. (SEAL)

(SEAL)

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Irma W. Smith *As to Surety* By Ridgely P. Wehner *Attorney in Fact*

Bond approved & filed This 5 day of October 1956 George T. Cromwell, Clerk

FILED 1956 OCT -5 PM 12:45

MD3116a—250, 2-55 *139985*
Trustee's Bond

9

THE LIFE INSURANCE COMPANY OF VIRGINIA,
a body corporate,
Plaintiff

Vs.

DONALD E. WOLFE
122 Dorchester Road
Glen Gardens
Glen Burnie, Maryland
and
ANNA MAE WOLFE
122 Dorchester Road
Glen Gardens
Glen Burnie, Maryland
Defendants

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 11,886 EQUITY

STATEMENT OF MORTGAGE DEBT AS OF
OCTOBER 29, 1956 (Date of Sale)

Loan No. LV 14182

Original Amount of Mortgage		$5,850.00
LESS		
Total Principal payments	$378.28	
Credit in expense account	61.42	439.70
		$5,410.30
PLUS		
Interest from July 1, 1956 through October 29, 1956 (Date of Sale	$ 81.40	
Late Charges for	$ 3.42	84.82
	TOTAL -	$5,495.12

TOTAL MORTGAGE DEBT CLAIMED

JAMES W. ROUSE & COMPANY, INC.

Harry H. Batchelor, Vice-Pres.

STATE OF MARYLAND
CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 5th day of October, 1956, before me, a Notary Public of the State of Maryland in and for the City of Baltimore, personally appeared Harry H. Batchelor, agent for The Life Insurance Company of Virginia, 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 remaining due and unpaid, as of October 29, 1956, the date of sale.

AS WITNESS my hand and Notarial Seal.

K. Kathryn Chapman
Notary Public

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1956 OCT 10 AM 9:48

ROUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

10

THE LIFE INSURANCE COMPANY OF VIRGINIA, a body corporate, Plaintiff	:	IN THE
	:	CIRCUIT COURT
Vs.	:	FOR
DONALD E. WOLFE 122 Dorchester Road Glen Gardens Glen Burnie, Maryland	:	ANNE ARUNDEL COUNTY
and	:	NO. 11,886 EQUITY
ANNA MAE WOLFE 122 Dorchester Road Glen Gardens Glen Burnie, Maryland	:	
Defendants	:	

: : : :: : :: : : :

MILITARY AFFIDAVIT

STATE OF MARYLAND

COUNTY OF ANNE ARUNDEL

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared Harry H. Batchelor and made oath in due form of law that he (she) knows the defendants herein, and that to the best of his (her) 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

Harry H. Batchelor
Affiant.

Subscribed and sworn to before me this 5th day of October, 1956.

V. Kathryn Chapman
Notary Public.

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1956 OCT 10 AM 9.48

ROUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

11

GEORGE W. SCIBLE - - LIBER 101 PAGE 418 - - - - - - Auctioneer

ROUSE AND MORTON,
18 West Street
ANNAPOLIS, MARYLAND

TRUSTEE'S SALE

OF VALUABLE

IMPROVED LEASEHOLD PROPERTY

BY VIRTUE of a Decree of the Circuit Court for Anne Arundel County (Equity No. 11,886), the undersigned Trustee will sell at public auction on the premises, to wit:

122 Dorchester Road, Glen Gardens, Glen Burnie, Maryland, on

Monday, October 29th, 1956

At 3:00 P. M.

the following described parcel of land lying and being in Anne Arundel County, Maryland.

BEING KNOWN and designated as Lot No. 41, Block K, on the Plat of Glen Gardens, Section II-Revised, dated September 10, 1952 and recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 4, Rod G-4, Plat No. 5. The improvements thereon being known as No. 122 Dorchester Road.

THE PROPERTY is improved by a dwelling house and is subject to the payment of an annual ground rent of Ninety Dollars ($90.00).

TERMS OF SALE: A cash deposit of Five Hundred Dollars ($500.00) will be required of the purchaser at the time and place of sale: balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest at the rate of six per cent (6%) per annum from the day of sale. All taxes and public charges to be adjusted to day of sale.

JOHN G. ROUSE, JR., Trustee,
18 West Street,
Annapolis, Maryland

AUCTIONEER'S CERTIFICATE

I hereby certify that at a public sale held on Monday, October 29, 1956 at 3:00 P.M. at 122 Dorchester Road, Glen Gardens, Glen Burnie, Maryland I sold to THE LIFE INSURANCE COMPANY OF VIRGINIA

for the sum of $ 5,750.00 , that being the highest bid obtainable, the leasehold property more particularly described on the reverse hereof.

I further certify that the said sale was fairly made.

Auctioneer.

PURCHASER'S CERTIFICATE

I hereby certify that at a public sale held on Monday, October 29, 1956 at 3:00 P.M. at 122 Dorchester Road, Glen Gardens, Glen Burnie, Maryland, I purchased on behalf of THE LIFE INSURANCE COMPANY OF VIRGINIA

the property described on the reverse hereof for the sum of $ 5,750.00 .

Harry A. Batchelor, Agent
Purchaser.

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13

THE LIFE INSURANCE COMPANY OF VIRGINIA, A body corporate,	:	
Plaintiff,	:	
vs.	:	IN THE
DONALD E. WOLFE 122 Dorchester Road Glen Gardens Glen Burnie, Maryland	:	CIRCUIT COURT
	:	FOR
and	:	ANNE ARUNDEL COUNTY
ANNA MAE WORFE 122 Dorchester Road Glen Gardens Glen Burnie, Maryland,	:	No. 11,886 Equity
Defendants.	:	

- - - - - - - - - - -

REPORT OF SALE

- - - - - - - - - - -

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

- 1 -

That by virtue of a decree of this Honorable Court dated October 1, 1956 and passed pursuant to the provisions contained in a mortgage from Donald E. Wolfe and Anna Mae Wolfe to The Life Insurance Company of Virginia, dated July 13, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 846, folio 490, default having occurred thereunder, John G. Rouse, Jr., Trustee, after giving bond with approved security, and after giving notice of the time, place, manner and terms of sale by advertisement published for twenty days prior to the sale in the Maryland Gazette, a weekly newspaper published in Anne Arundel County, did pursuant to said notice, attend at 122 Dorchester Road, Glen Gardens, Glen Burnie, Maryland on the 29th day of October, 1956, at 3:00 P.M., and did then and there proceed to sell the following described leasehold property, subject to an annual ground rent of $90.00, to wit:

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ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

14

Being known and designated as Lot 41, Block K, on the Plat of Glen Gardens, Section II-Revised, dated September 10, 1952 and recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 4, Rod G-4, Plat No. 5. The improvements thereon being known as No. 122 Dorchester Road.

- 2 -

That he offered said premises for sale and sold the same to The Life Insurance Company of Virginia at and for the sum of Five Thousand Seven Hundred Fifty Dollars ($5,750.00), it being then and there the highest bid for said property.

- 3 -

That the sale of the above described property was fairly made.

AND, AS IN DUTY BOUND, ETC.

John G. Rouse Jr. Trustee
John G. Rouse, Jr. Trustee

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

I HEREBY CERTIFY that on this 31st day of October, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared JOHN G. ROUSE, JR., Trustee, who made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true to the best of his knowledge, information and belief and that said sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Frances P. McWilliams
Notary Public

FRANCES P. McWILLIAMS NOTARY PUBLIC ANNE ARUNDEL CO., MD.

ROUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

15

LIBER 101 PAGE 422

ORDER NISI

THE LIFE INSURANCE COMPANY OF VIRGINIA

a body corporate

versus

DONALD E. WOLFE and
ANNA MAE WOLFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,886 Equity

Ordered, this 1 day of November, 19 56, That the sale of the Property in these Proceedings mentioned, made and reported by John G. Rouse, Jr., Trustees,

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 ~~xxxxx~~ was $ 5,750.00

George T. Cromwell, Clerk.

True Copy,

Filed 1956 NOV -1 PM 3:35

TEST: Clerk.

(Final Order)

THE LIFE INSURANCE COMPANY OF VIRGINIA

versus

DONALD E. WOLFE and
ANNA MAE WOLFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 11th day of December, 1956, that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson, Judge.

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16

ROUSE AND MC[illegible]TON
18 West Str
Annapolis, Mary.and

Trustee's Sale

OF VALUABLE IMPROVED LEASEHOLD PROPERTY

By virtue of a Decree of the Circuit Court for Anne Arundel County (Equity No. 11,886), the undersigned Trustee will sell at public auction on the premises, to wit:

122 Dorchester Road, Glen Gardens, Glen Burnie, Maryland, on

Monday, Oct. 29, 1956
at 3:00 P. M.

the following described parcel of land lying and being in Anne Arundel County, Maryland:

Being known and designated as Lot No. 41, Block K, on the Plat of Glen Gardens, Section II-Revised, dated September 10, 1952 and recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 4, Rod G-4, Plat No. 5. The improvements thereon being known as No. 122 Dorchester Road.

The property is improved by a dwelling house and is subject to the payment of an annual ground rent of Ninety Dollars ($90.00).

Terms of Sale: A cash deposit of Five Hundred Dollars ($500.00) will be required of the purchaser at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest at the rate of six per cent (6%) per annum from the day of sale. All taxes and public charges to be adjusted to day of sale.

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

O-25

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No. M.G. 1956 NOV 13 PM 3:22

17

LIBER 101 PAGE 423 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 9, 1956

We hereby certify, that the annexed

Trustee's Sale

Eq. 11,886

Donald E. Wolfe

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 4th day of October, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

LIBER 101 PAGE 424

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Maryland Gazette

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THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,886 Equity

THE LIFE INSURANCE COMPANY OF VIRGINIA

Vs.

DONALD E. WOLFE and ANNA MAE WOLFE

Ordered, this 1st day of November, 1956, That the sale of the Property in these Proceedings mentioned, made and reported by John G. Ronse, Jr., Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10th day of Decemeber next; Provided, 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 $5,750.00.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

N-29

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 29, 1956

We hereby certify, that the annexed

Order Nisi Sale

Eq. 11,886

Donald E. Wolfe

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 10th day of December, 1956. The first insertion being made the 8th day of November, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. O. Tilghman

FILED

No. M.G. 8915 1956 DEC -6 PM 2:32

18

LIBER 101 PAGE 425

In the Case of

The Life Insurance Company
of Virginia,
vs.
Donald E. Wolfe
and
Anna Mae Wolfe, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,886 Equity

To the Honorable, the Judges of said Court:

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

December 27, 1956

All of which is respectfully submitted.

Laura K. Fickling
Auditor.

Filed 7 Jan. 1957
2:50 P.M.

19

Dr. The Life Insurance Company of Virginia vs. Donald E. Wolfe and Anna Mae Wolfe, his wife

			in ac.	
To Trustee for Fee and Commissions, as agreed	89	57	89	57
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	29	50		
Auditor - stating this account	13	50		
			53	00
To Trustee for Expenses, viz:				
Capital-Gazette Press - advertising sale	32	52		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	9	69		
Fidelity & Deposit Co. - bond premium	24	00		
George W. Scible - auctioneer's fee	25	00		
One-half Federal documentary stamps	3	30		
One-half State documentary stamps	3	30		
Frances P. McWilliams - notary fee		50		
			112	31
To Trustee for Ground Rent, viz:				
Semi-annual ground rent due 1/9/57 ($45.00)- adjusted to 10/29/56	27	95	27	95
To Trustee for Benefit Charges, viz:				
Anne Arundel County Sanitary Commission- metered water from 7/1/56 to 11/27/56	13	95	13	95
To The Life Insurance Company of Virginia, assignee of the mortgage filed in these proceedings - this balance on account mortgage claim	5,471	11	5,471	11
			5,767	89
Amount of mortgage claim filed	5,495	12		
Cr. Amount allowed above	5,471	11		
Balance subject to decree in personam	23	51		

20

with John G. Rouse, Jr., Trustee Cr.

1956						
Oct.	10	Proceeds of Sale	5,750	00	5,750	00
		Refund 1956 State and County taxes ($76.80) - 63 days	13	23		
		Refund 1956 water and sewer benefit charges - 63 days	4	66	17	89
					5,767	89

LIBER 101 PAGE 428

ORDER NISI

The Life Insurance Company of Virginia

VERSUS

Donald E. Wolfe

and

Anna Mae Wolfe, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,886 Equity.

ORDERED, This 7th day of January, 1957, 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 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 12th day of February next.

Filed 7 Jan. 1956 2:40 PM

George T. Cromwell Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 23d 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.

[illegible] 1957 Feb 25 A. 9:34 PM

Benjamin Michaelson
Judge

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 13, 1957

We hereby certify, that the annexed

Order Nisi - Aud. Acct. Eq 11886

Donald E. Wolfe

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 February, 1957. The first insertion being made the 10th day of January, 1957

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1957 FEB 21 AM 9:15

By Marie Pate

No. M.G. 9858

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,886 Equity
THE LIFE INSURANCE COMPANY OF VIRGINIA
Vs.
DONALD E. WOLFE and ANNA MAE WOLFE, his wife.

Ordered, this 7th 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 12th 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 12th day of February next.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

J-24

23

LIBER 101 PAGE 429

IN THE MATTER OF THE	:	NO. 11,841 EQUITY
SALE OF THE MORTGAGED	:	IN THE
REAL ESTATE OF Frederick GORDON	:	CIRCUIT COURT
CENTOFANTI AND FRANCES	:	FOR
E. CENTOFANTI, HIS WIFE	:	ANNE ARUNDEL COUNTY

: : : ; : : : :

ORDER TO DOCKET CASE.

Mr. Clerk:

Please docket the above entitled case, file original mortgage and enter my appearance.

John S. Stanley

John S. Stanley, Attorney
named in Mortgage

FILED

1956 AUG 11 AM 9:40

LONG TERM PLAN.

LIBER 101 PAGE 430
LIBER 781 PAGE 363

No. 11,841 Equity

This Mortgage,

Made this 5th day of September, in the year one thousand nine hundred and fifty-three by FREDERICK GORDON CENTOFANTI and FRANCES E. CENTOFANTI, his wife, of Anne Arundel County in the State of Maryland Mortgagors, and The Laurel Building Association of Prince George's County, a body corporate of Prince George's County, Maryland, duly incorporated, Mortgagee.

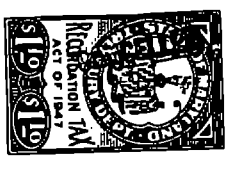
WHEREAS, The said Frederick Gordon Centofanti and Frances E. Centofanti, his wife, being members of The Laurel Building Association of Prince George's County, aforesaid, and as such members sharing and participating in the profits of said body corporate, have received therefrom an advance of Six thousand Dollars ($6,000.00), on the sixty (60) shares of stock held and owned by the said them in their own right, being the par value of the same, at its maturity.

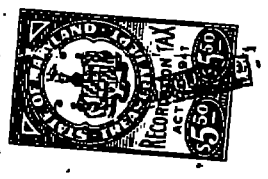
AND WHEREAS, It has been agreed by and between Mortgagors and Mortgagee that the payment of dues, interest, premiums and fines, as hereinafter mentioned, and the performance of all the covenants and conditions herein contained should be secured by a good and effectual Mortgage, on the property hereinafter described, wherefore this Mortgage is executed, the same being a condition precedent to said advance.

NOW THIS MORTGAGE WITNESSETH, That in consideration of the premises and one dollar the said Frederick Gordon Centofanti and Frances E. Centofanti, his wife, do grant and convey unto The Laurel Building Association of Prince George's County, the body corporate aforesaid, its successors and assigns,

All those two lots or parcels of ground situate, lying and being in the Fourth Election District of Anne Arundel County aforesaid, designated as Lots Numbers 86 E and 86P on the Plat of Champion Forest, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R.No. 5 folio 32, now filed in Cabinet No. 1 Rod A-9, folio 5, said lot 86 E having a frontage of 100 feet on Hill Top Avenue, with an even depth therefrom of 200 feet and lot 86 P having a frontage of 100 feet on Orchard Avenue, with an even depth therefrom of 200 feet, all as shown on the aforesaid plat.

BEING the same property which was conveyed to the said Frederick Gordon Centofanti and Frances E. Centofanti, his wife, by Ferdinand F. Fissell and Edna M. Fissell, his wife, by deed dated January 29, 1951, and recorded among the Land Records of Anne Arundel County in Liber J.H.H.No. 611 folio 542.





2

FILED
1956 AUG 11 AM 9:40

TOGETHER WITH the improvements thereon, and all the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same, with the improvements and appurtenances aforesaid, unto the said body corporate, its successors and assigns, in fee simple.

PROVIDED, That if the said Mortgagors shall make all the payments and perform all the covenants herein on their part to be made and performed, then this Mortgage shall be void.

AND the said Mortgagors for themselves/ their heirs, executors, administrators and assigns, hereby covenant with **The Laurel Building Association of Prince George's County** aforesaid and its assigns, to pay and perform as follows, that is to say: To pay to the said Mortgagee or its assigns, as dues, the sum of fifty cents per share on each and every of said shares of stock, monthly, on or before the third Tuesday of each and every month, and interest on said advance at the rate of fifty cents per share monthly, on or before the third Tuesday of each and every month, and a premium of ten cents per share, on or before the third Tuesday of each and every month, the same being the premium agreed upon. To pay all such fines as may by the said Association body corporate, in conformity with its Constitution and By-Laws, be imposed upon them for any default made in the payment of said monthly dues and interest. To keep the improvements on said property insured from loss by fire and windstorm for the benefit of said body corporate, to the amount of at least Six thousand ten Dollars,

To pay all taxes and all other assessments for which the property hereby mortgaged may be or become liable, when demandable, and to obey the Constitution and By-Laws of said Association, now in force or hereafter to be adopted. All of which payments and covenants shall continue in full force until the whole amount of said advance, interest, premium, fines and all amounts paid for insurance and taxes shall, by the payments made by the said Mortgagors - and dividends allowed by said Association, be paid in full.

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 in case the said Mortgagor shall make default and fail to pay the dues, premiums, interest and fines, or either or any of them, for the space of six months, or should fail to perform any one or more of the covenants or conditions of this Mortgage, then the whole mortgage debt hereby secured shall become due and payable forthwith.

AND the said Mortgagor s in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other Public General Laws or any Public Local Laws of the State of Maryland, relating to mortgages, including any amendments, supplements, or additions thereto, do hereby consent to the passage of a decree by either of the Circuit or Chancery Courts of Baltimore City, in the State of Maryland, or by the Circuit or Chancery Court of the County, in the State of Maryland, in which the property herein lies, or where the greater portion thereof may lie, 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); or this Mortgage may be foreclosed, and the property herein sold, by the Mortgagee, or its personal representatives, successors or assigns, or by John S. Stanley, its duly constituted attorney, after any such default shall have occurred, as aforesaid. Upon any such sale, whether made under the assent to the passing of a decree, or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in the County or City in which the land, or some portion thereof, is located; 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 personal representatives, successors, or assigns, hereunder, whether the same shall have matured or not; and, third, the balance, if any, to the said Mortgagor s their heirs, personal representatives, successors or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor s their heirs, personal representatives, successors or assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

WITNESS the hands and seals of the Mortgagors.

Test:

Louise A. Flester (signature)
Louise A. Flester

Frederick Gordon Centofanti (signature) (Seal.)
Frederick Gordon Centofanti

Frances E. Centofanti (signature) (Seal.)
Frances E. Centofanti

STATE OF Maryland, County - - - OF Prince George's, To wit:

I HEREBY CERTIFY, That on this 5th day of September - - - in the year one thousand nine hundred and fifty-three - - - - - - before me, the subscriber, a Notary Public - in and for the County - - - - - - aforesaid, personally appeared Frederick Gordon Centofanti and Frances E. Centofanti, his wife, - - - - - - - - - - - - - - - - - - (the within-named Mortgagors) and they acknowledged the foregoing Mortgage to be their - - - - - - - - - - - - - - - act.

WITNESS my hand and Notarial Seal.

Louise A. Flester (signature)
Louise A. Flester Notary Public.

LIBER 101 PAGE 433

LIBER 781 PAGE 366

County of Anne Arundel

STATE OF MARYLAND, ~~CITY OF BALTIMORE~~, To wit:

I HEREBY CERTIFY, That on this 10 day of September

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 the ~~City~~ County aforesaid, personally appeared Marvin I. Anderson, the Agent of The Laurel Building Association of Prince George's County (the within-named Mortgagee), and made oath in due form of law that the consideration in the aforegoing Mortgage is true and bona fide as therein set forth, and that he is the duly authorized Agent of the Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

Myrtle Sturm
Notary Public.

Recorded- 11th Sept., 1953, at 11:40 A.M.

MORTGAGE

FROM

FREDERICK GORDON CENTOFANTI
FRANCES E. CENTOFANTI,
his wife,

TO

The Laurel Building Association of Prince George's County

Received for Record 11 Sept. 1953
at 11:40 o'clock A.M. Same day recorded
in Liber 781 Folio 363 &c.,
one of the Land Records of A.A.Co.
and examined per
Clerk.
Cost of Record, $ 4.50

HERSHEY, DONALDSON, WILLIAMS & STANLEY
Attorneys at Law
First National Bank Building
Baltimore, Md.

The Laurel Building Association of Prince George's County hereby releases the within Mortgage.

Witness the seal of the said body corporate and the signature of _____

_____ President, this _____ day of _____ 19

Test:

_____
President.

Judicial 13—Maryland—Mortgagee's or Attorney's Bond.

LIBER 101 PAGE 434

IN THE CIRCUIT COURT OF Anne Arundel County

STATE OF MARYLAND

In Equity

NO. 11,841 EQUITY

John S. Stanley
Attorney named in Mortgage

versus

Frederick Gordon Centofanti and
Frances E. Centofanti, his wife

BOND OF Attorney named in mortgage

TO SELL

KNOW ALL MEN BY THESE PRESENTS: That we, John S. Stanley of 1604 First National Bank Building, City of Baltimore 2, 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 Eight Thousand and 00/100. . . . . Dollars ($8,000.00), 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 13th day of August, in the year of our Lord, nineteen hundred and fifty-six.

WHEREAS, the above bounden John S. Stanley from Frederick Gordon Centofanti and Frances E. Centofanti, his wife by virtue of the power contained in a mortgage to The Laurel Building Association of Prince Georges County, Laurel, Maryland, bearing date the 5th day of September, 1953 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 781 Folio 363 and John S. Stanley, Attorney named in Mortgage

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 S. Stanley

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

Jane M. Stuart
Jane M. Stuart

C. R. Schaeffer, Jr.

FILED
1956 AUG 14 AM 11:16

John S. Stanley (SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Harold T. Axtell
Harold T. Axtell, Attorney-in-fact

Bond approved this 14th day of August 1956.
George T. Cromwell, Clerk.

IN THE MATTER OF THE SALE	:	NO. 11,841 EQUITY
OF THE MORTGAGED REAL ESTATE	:	IN THE
OF FREDERICK GORDON CENTOFANTI	:	CIRCUIT COURT
AND FRANCES E. CENTOFANTI, HIS	:	FOR
WIFE	:	ANNE ARUNDEL COUNTY

: : : : : : :

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of John S. Stanley, Attorney named in the mortgage, respectfully represents unto your Honors:

That under and by virtue of the power of sale contained in a certain mortgage from Frederick Gordon Centofanti and Frances E. Centofanti, his wife, to The Laurel Building Association of Prince George's County dated September 5, 1953 and recorded September 11, 1953 among the Land Records of Anne Arundel County in Liber JHH No. 781, folio 363, the undersigned as attorney named in said mortgage and authorized to sell in case of default, default having occured under the terms and conditions of said mortgage and in payment of the principal therein stipulated, after giving more than twenty days' notice of the time, place, manner and terms of said sale in the Maryland Gazette, a paper duly published in Anne Arundel County, and after having, prior to the day of sale, filed his bond duly approved by the Clerk of this Court and performed all the other prerequisites required by law and under said mortgage, did, pursuant to said notice and advertisement, attend on the premises on Saturday, August 18, 1956, at 11:30 o'clock A.M. and offered the said property for sale at public sale which property is described fully in the said mortgage, and sold the same to The Laurel Building Association of Prince George Co who was then and there the highest bidder therefor at and for the sum of $ 6700.00 and that said sale was fairly made.

John S. Stanley
Attorney named in the mortgage

FILED
1956 AUG 21 PM 12:53

STATE OF MARYLAND, PRINCE GEORGE'S COUNTY, to wit:

I HEREBY CERTIFY that on this 18th day of August, 1956, before me, the subscriber, a Notary Public of the said State and County, personally appeared John S. Stanley, Attorney named in the mortgage, and made oath in due form of law that the matters and facts set forth in the foregoing report of sale are true and bona fide as therein set forth and that the sale therein reported was fairly made.

WITNESS my hand and Notarial Seal.

W. M. Cole

Notary Public

LIBER 101 PAGE 437

ANDERSON & ANDERSON
Attorneys At Law
20-U West Street,
Annapolis, Maryland

HERSHEY, DONALDSON,
WILLIAMS & STANLEY
Attorneys At Law
1604 First National Bank Building,
Baltimore, Maryland.

Attorneys' Sale

Of Valuable IMPROVED REAL ESTATE

Located in Champion Forest near Jessup, Anne Arundel County, Maryland.

Under and by virtue of the power of sale contained in the mortgage from Frederick Gordon Centofanti and Francis E. Centofanti, his wife, to The Laurel Building Association of Prince George's County, dated September 5, 1953 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 781, Folio 363, and at the request of the mortgagee, default having occurred under the terms thereof, the undersigned, as the attorney named in the mortgage for the purpose of foreclosure, will offer for sale at public auction on the hereinafter described premises on

Saturday, August 18, 1956 at 11:30 A. M.

the property described as follows in said mortgage:

All those two lots or parcels of ground situate, lying and being in the Fourth Election District of Anne Arundel County aforesaid, designated as Lots Numbers 86 E and 86 P on the Plat of Champion Forest, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book F. S. R. No. 5 folio 32, now filed in Cabinet No. 1 Rod A-9, folio 5, said lot 86 E having a frontage of 100 feet on Hill Top Avenue, with an even depth therefrom of 200 feet and lot 86 P having a frontage of 100 feet on Orchard Avenue, with an even depth therefrom of 200 feet, all as shown on the aforesaid plat.

The tract of land above described fronts 100 feet on the southwesterly side of Hill Top Avenue extending southwesterly with an even width the distance of 400 feet to front 100 feet on the southeasterly side of Orchard Avenue.

The property is improved by a one-story, seven-room (also utility room) brick dwelling.

TERMS OF SALE

A deposit of $500.00 will be required at the time and place of sale, the balance being payable in cash on ratification of sale by the Court, with interest at 6% from the date of sale. Insurance, taxes, assessments and other public dues and charges to be adjusted to the day of sale. All costs of conveyancing, including U. S. Documentary Tax Stamps, recording fees and State Recordation Tax Stamps, to be borne by the purchaser.

JOHN S. STANLEY
Attorney named in the mortgage for the purpose of foreclosure
1604 First National Bank Building, Baltimore, Maryland.

NATHANIEL A. PUMPHREY,
Auctioneer.

a-16

FILED
1956 AUG 21 PM 12:53

IN THE MATTER OF THE SALE	:	NO. 11,841 EQUITY
OF THE MORTGAGED REAL ESTATE	:	IN THE
OF FREDERICK GORDON CENTOFANTI	:	CIRCUIT COURT
AND FRANCES E. CENTOFANTI, HIS	:	FOR
WIFE	:	ANNE ARUNDEL COUNTY

: : : : : : :

THIS IS TO CERTIFY that the undersigned on the 18th day of August, 1956, purchased at public sale from John S. Stanley, Attorney named in the mortgage from Frederick Gordon Centofanti and Frances E. Centofanti, his wife, to The Laurel Building Association of Prince George's County dated September 5, 1953 and recorded September 11, 1953 among the Land Records of Prince George's County in Liber JHH No. 781, folio 363, the property described in said mortgage at and for the sum of $ 6700.00.

The Laurel Building Association of Prince Georges County

By Lewis W. Earp
Purchaser

THIS IS TO CERTIFY that I, as auctioneer, sold to The Laurel Building Association of Prince Georges Co all that lot or parcel of ground situate in the Fourth Election District, Anne Arundel County, State of Maryland, known as Lots Numbers eighty-six E (86E) and eighty-six P (86P) on the Plat of Champion Forest, and described in the mortgage mentioned above, on the 18th day of August, 1956, at 11:30 o'clock A.M., and I do further certify that the said purchaser at the price of $ 6700 = was the highest bidder therefor; that said sale was made in compliance with the advertisement thereof; and was fairly made.

Nathaniel A. Pumphrey
Auctioneer

10

FILED
1956 AUG 21 PM 12:54
1956 AUG 21 PM 12:54

LIBER 101 PAGE 439

ORDER NISI

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

~~Estate~~

FREDERICK GORDON CENTOFANTI and FRANCES E. CENTOFANTI, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,841 Equity

Ordered, this 21st day of August, 1956, That the sale of the property mentioned in these proceedings made and reported by John S. Stanley, Attorney named in Mortgage, ~~Trustee~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 29th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 29th day of September next.

The report states that the amount of sale ~~to be~~ was $ 6,700.00

Filed: 21 Aug 1956

George L Cromwell Clerk.

~~A True Copy~~

~~TESTE~~ ~~Clerk.~~

(Final Order)

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

~~Estate~~

FREDERICK GORDON CENTOFANTI and FRANCES E. CENTOFANTI, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 16th day of October, 1956, that the sale made and reported by the ~~Trustee~~ Attorney aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelsen Judge.

FILED

1956 OCT 16 PM 3:49

OFFICE OF

LIBER 101 PAGE 440 *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. 11,841 EQUITY

In the Matter of the Sale of
The Mortgaged Real Estate of
FREDERICK GORDON CENTOFANTI
and
FRANCES E. CENTOFANTI, his wife.

Ordered, this 21st day of August, 1956, That the sale of the property mentioned in these proceedings made and reported by John S. Stanley, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 29th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 29th day of September next.

The report states that the amount of sale was $6,700.00.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

8-20

12

FILED

No. 1956 OCT 26 AM 11:26

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 3, 1956

We hereby certify, that the annexed Order Nisi - Sale Eq. 11,841 Frederick Gordon Centofanti 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 September, 1956. The first insertion being made the 30th day of August, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

LIBER 101 PAGE 441

Office of

THE NEWS LEADER

357 Main St. Laurel, Md.

ANDERSON & ANDERSON
Attorneys-at-Law
20-U West Street
Annapolis, Maryland
HERSHEY, DONALDSON,
WILLIAMS & STANLEY
Attorneys-at-Law
1604 First National Bank Building
Baltimore, Maryland

Attorney's Sale

OF VALUABLE

IMPROVED REAL ESTATE

Located in Champion Forest near Jessup, Anne Arundel County, Maryland

Under and by virtue of the power of sale contained in the mortgage from Frederick Gordon Centofanti and Francis E. Centofanti, his wife, to The Laurel Building Association of Prince George's County, dated September 5, 1953 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 781, Folio 363, and at the request of the mortgagee, default having occurred under the terms thereof, the undersigned, as the attorney named in the mortgage, for the purpose of foreclosure, will offer for sale at public auction on the hereinafter described premises on

Saturday,
August 18, 1956
At 11:30 A.M.

the property described as follows in said mortgage:

All those two lots or parcels of ground situate, lying and being in the Fourth Election District of Anne Arundel County aforesaid, designated as Lots Numbers 86E and 86P on the Plat of Champion Forest, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 5 folio 32, now filed in Cabinet No. 1 Rod A-9, folio 5, said lot 86E having a frontage of 100 feet on Hill Top Avenue, with an even depth therefrom of 200 feet and lot 86P having a frontage of 100 feet on Orchard Avenue, with an even depth therefrom of 200 feet, all as shown on the aforesaid plat.

The tract of land above described fronts 100 feet on the southwesterly side of Hill Top Avenue extending southwesterly with an even width the distance of 400 feet to front 100 feet on the southeasterly side of Orchard Avenue.

The property is improved by a one-story, seven-room (also utility room) brick dwelling.

TERMS OF SALE

A deposit of $500.00 will be required at the time and place of sale, the balance being payable in cash on ratification of sale by the Court, with interest at 6% from the date of sale. Insurance, taxes, assessments and other public dues and charges to be adjusted to the day of sale. All costs of conveyancing, including U. S. Documentary Tax Stamps, recording fees and State Recordation Tax Stamps, to be borne by the purchaser.

JOHN S. STANLEY
Attorney named in the mortgage
for the purpose of foreclosure
1604 First National Bank Bldg.,
Baltimore, Maryland.

CERTIFICATE OF PUBLICATON

Laurel, Maryland August 17, 1956

THIS IS TO CERTIFY

that the annexed ATTORNEYS' SALE

was published in THE NEWS LEADER, a weekly newspaper published in Laurel, Prince George's County, Maryland, once in each of four successive weeks before the 18th day of August, 1956, the first insertion having been on the 26th day of July, and the last on the 16th day of August, 1956

THE NEWS LEADER, Inc.
By [signature]

FILED
1956 NOV -8 PM 4:03

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of ~~vs.~~
Frederick Gordon Centofanti
and
Frances E. Centofanti, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,841 Equity

To the Honorable, the Judges of said Court:

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

November 8, 1956

All of which is respectfully submitted.

Laura R. Stalling
Auditor.

LIBER 101 PAGE 443

Dr. In the Matter of the Sale of the Mortgzged Real Estate of Frederick Gordon Centofanti and Frances E. Centofanti, his wife in ac.

To Attorney for Fee, viz:	75	00		
To Attorney for Commissions, viz:	232	86	307	86
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	31	00		
Auditor - stating this account	13	50	54	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	53	76		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The News Leader - advertising sale	63	00		
Barrett Printing Co. - handbills	12	75		
U. S. Fidelity & Guaranty Co. - bond premium	32	00		
Nathaniel Pumphrey - auctioneer's fee	25	00		
W. M. Cole - notary fee		50		
			201	01
To The Laurel Building Ass'n of Prince George County, mortgagee - this balance on account mortgage claim	6,247	04	6,247	04
			6,810	41
Amount of mortgage claim filed	6,434	33		
Cr. Amount allowed above	6,247	04		
Balance subject to decree in personam	187	29		

with John S. Stanley, Attorney named in Mortgage

			Dr.		Cr.	
1956						
Aug.	18	Proceeds of Sale	6,700	00		
		Interest on deferred payment of $6,200.00 to 10/18/56	62	00	6,762	00
		Refund of 1956 State and County taxes ($87.12) adjusted to 8/18/56	32	16		
		Refund fire insurance premium of $19.50 adjusted - 10 months	16	25	48	41
					6,810	41

LIBER 101 PAGE 445

ORDER NISI

In the Matter of the Sale of the Mortgaged Real Estate of ~~XXXXXX~~ Frederick G. Centofanti and Frances E. Centofanti, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 11,841 Equity.

ORDERED, This 20th 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 2nd 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 2nd day of January next.

Filed 20 November 1956
A.M. 10:41

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

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

Benjamin Michaelson
Judge

FILED
1957 JAN -4 PM 1:39

LIBER 101 PAGE 446

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. 11,841 Equity

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF FREDERICK G. CENTOFANTI and FRANCES E. CENTOFANTI, his wife.

Ordered, this 20th 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 2nd 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 2nd day of January next.

GEORGE T. CROMWELL, Clerk.

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

D-13

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 28, 1956

We hereby certify, that the annexed

Order Nisi Eq. 11,841
Auditor account

Frederick G. Centofanti

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 January, 1957. The first insertion being made the 29th day of November, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M.G. 8991 1957 JAN -3 AM 10: 58

H. Tilghmann

WALTER S. CALWELL, Assignee, Plaintiff	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
ROBERT M. DAVIS AND LAURA A. DAVIS, his wife Defendants	:	(In Equity) No. 10,296

Mr. Clerk:

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

1. Original Mortgage from the said Robert M. Davis and Laura A. Davis, his wife to Washington Irving Trust Company, dated July 23rd, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No 421 folio 171, with Short Assignments at the foot thereof the last one dated May 16th, 1951 from The County Trust Company to the Plaintiff.

Filed 15 Aug., 1951

Walter S. Calwell

Walter S. Calwell - Assignee

T. Worthington Brundige III

T. Worthington Brundige, III
Solicitor for Plaintiff

LIBER 101 PAGE 448 LIBER 421 PAGE 171 #9549 #3205

FHA Form No. 3127-h
(For use under Section 603)
(Revised 10-1-42)

No. 10,296 Equity

MORTGAGE

THIS MORTGAGE, Made this 23rd day of July, A. D. 19 47, by and between ROBERT M. DAVIS and LAURA A. DAVIS, his wife

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and WASHINGTON IRVING TRUST COMPANY a corporation organized and existing under the laws of the State of New York, hereinafter called the Mortgagee.

~~WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of Dollars ($) the due execution of this mortgage having been a condition precedent to the granting of said advance, it being part of the purchase money for the property hereinafter described.~~

(The above paragraph is to be omitted if Mortgagee is not a building and loan association.)

being part of the purchase money for the property hereinafter described

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of Six Thousand Dollars ($ 6,000.00), with interest from date at the rate of four per centum (4 %) per annum on the unpaid principal until paid, principal and interest being payable at the office of Washington Irving Trust Company, in Tarrytown, Westchester County, New York ~~Maryland~~, or at such other place as the holder hereof may designate in writing, in monthly installments of THIRTY ONE AND 68/100 Dollars ($ 31.68), commencing on the first day of September, 19 47, and 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 August, 19 72. Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity: PROVIDED, HOWEVER, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

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 ($1.00) 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 that lot(s) of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

16—20020-1

BEING known and designated as Lot No.34 as laid down and shown on the Plat of Brookwood, which Plat is duly recorded among the Land Records of Anne Arundel County in Cabinet No.3, Rod E-4, Plat No.10. The improvements whereon are known as No. 5012 (formerly 266) Brookwood Road.

BEING the same lot of ground which by an Assignment 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 assigned by Wood Homes, Inc. to the above named Mortgagors.

TOGETHER with and including as part of the building and improvements erected on the aforesaid lot or parcel of ground, plumbing accessories, laundry tray, kitchen cabinets (2), kitchen ranges (2), light fixtures, screens, water heater, all of which accessories and equipment are herewith declared to be, by the said Mortgagors, fixtures and permanent additions to the realty and intended to be included as part of the security for this Mortgage.

Plaintiff's Exhibit A

Filed 15 Aug., 1951.

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(s) of ground and improvements unto the said Mortgagee, its successors and assigns, for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the yearly rent of Seventy-Eight ($78.00) Dollars payable half-yearly on the 15th days of June and December.

Liber 101 Page 449

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 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, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid, the following sums:

(*a*) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (1/12) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with which to discharge the said Mortgagee's obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the provisions of Title VI of the National Housing Act, as amended, and Regulations thereunder. The Mortgagee shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the Mortgagor all payments made under the provisions of this subsection which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner.

(*b*) 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) 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.

(*c*) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the mortgage debt hereby secured shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Federal Housing Commissioner;
(II) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;
(III) interest on the mortgage debt secured hereby; and
(IV) amortization of the principal of said debt.

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 two (2) cents for each dollar of each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (*b*) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (*b*) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor

3

shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (*a*) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (*b*) 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 balance then remaining in the funds accumulated under (*b*) of paragraph 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (*a*) of paragraph 1.

3. That 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; 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 of four ~~and one-half~~ per centum (4½%) per annum and shall be secured by this mortgage.

4. 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.

5. That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies, including war damage, in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. 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 the 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.

6. 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.

7. 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.

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within five ~~months~~ from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the five months time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

9. 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 continuing for the space of thirty days, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, its successors and assigns, or Walter S. Calwell or Joseph J. Callahan, 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 or their heirs 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, 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 counsel fee of fifty Dollars ($ 50.00) 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.

16—20220-1

LIBER 101 PAGE 451

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.

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

Witness:

Meredith R. Wilson

MEREDITH R. WILSON

Robert M. Davis [SEAL]
ROBERT M. DAVIS

Laura A. Davis [SEAL]
LAURA A. DAVIS

[SEAL]

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 23rd day of July, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for the Baltimore County ~~aforesaid~~, personally appeared ROBERT M. DAVIS and LAURA A. DAVIS, his wife the above named Mortgagors, and they acknowledged the foregoing Mortgage to be their act.

At the same time also personally appeared JOSEPH J. CALLAHAN, 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.

Meredith R. Wilson
Notary Public.

FORM APPROVED ..... OEH
READY FOR RECORD ..... [illegible]

Recorded- 29--July-1947- at 2:45 P.M.

(2)

STATE OF MARYLAND

Loan No.

COUNTY MORTGAGE

ROBERT M. DAVIS and
LAURA A. DAVIS, his wife
TO
WASHINGTON IRVING TRUST COMPANY

Received for Record 29 July, 1947, at 2:45 o'clock P. M.
Same day recorded in Liber No. 1421
Folio 171, etc., one of the Mortgage Records of Anne Arundel County and examined per John J. Lobbins Jr., Clerk.
Cost of Records, $

No. .....
Insured under Section 603 of The National Housing Act and Regulations of the Federal Housing Commissioner for War Housing Insurance
Dated March 31, 1941
as amended .....
FEDERAL HOUSING COMMISSIONER
By ..... (Authorized agent)
Date .....
Reference is made to the Act and to the Regulations thereunder covering assignments of the insurance protection on this note.

U. S. GOVERNMENT PRINTING OFFICE 16—20920-1

FOR VALUE RECEIVED, the Washington Irving Trust Company, Tarrytown, New York, hereby assigns the foregoing mortgage and the debt thereby secured without recourse, to The County Trust Company, Tarrytown, New York, this 30th day of July 1947.

AS WITNESS, the signature of the said body corporate by the hand of Edward P. Hanyen, its Vice President, and its corporate seal hereto affixed.

ATTEST:

Mary T. Lynch, Assistant Secretary

WASHINGTON IRVING TRUST COMPANY

BY Edward P. Hanyen

Edward P. Hanyen, Vice President

This rider is attached to and is a part of a certain mortgage made by Robert M. Davis and Laura A. Davis, his wife, to The County Trust Company, dated July 23rd, 1947, and recorded July 29th, 1947 in Liber No. J.H.H. 421, Page 171.

FOR VALUE RECEIVED, The County Trust Company, Tarrytown, New York, hereby assigns the within and aforegoing mortgage to Walter S. Calwell, for the purpose of foreclosure.

THE COUNTY TRUST COMPANY

BY Edward P. Hanyen

Edward P. Hanyen, Vice President

ATTEST:

Mary T. Lynch, Assistant Secretary

The signature of Edward P. Hanyen, Vice President, has been affixed and duly attested by Assistant Secretary, Mary T. Lynch, this 16th day of May, 1951.

O. P.

SHORT ASSIGNMENT

OF MORTGAGE

FROM

WASHINGTON IRVING TRUST COMPANY

TO

E COUNTY TRUST COMPANY

TO

WALTER S. CALWELL

S. Assign

Received for Record 30 day of June 1951 at 1 P. M. and the same day recorded in Liber J.H.H. No. 421 and Records of Anne Arundel Co.

Clerk

Received for Record 30 day of June 1951 at 1 P. M. Same day Recorded in Liber J.H.H. No. 421 Folio 174 etc., one of the Records of Anne Arundel Co., and examined.

Per

Clerk

LIBER 101 PAGE 453

WALTER S. CALWELL, Assignee,
Plaintiff

VS.

ROBERT M. DAVIS AND
LAURA A. DAVIS, his wife
Defendants

IN THE
ANNE ARUNDEL
Circuit Court for ~~Baltimore~~ County

IN EQUITY.
10,296

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of The County Trust Company

under the mortgage from the said Robert M. Davis and Laura A. Davis, his wife

to Washington Irving Trust Company

dated the 23rd day of July 19 47, and recorded among the Land Records of ~~Baltimore~~ Anne Arundel County in Liber J.H.H. No. 421 Folio 171

Amount of Loan	$6000.00
Less - amount paid in principal	498.95
	5501.05
Plus - unpaid interest to 10/3/1951	184.59
Plus - overdraft in expense account	19.25
	$ 5704.89

Filed 3 Oct., 1951.

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

I HEREBY CERTIFY, that on this 2nd day of October in the year nineteen hundred and fifty-one, before me, the subscriber a Notary Public of the State of Maryland, in and for said ~~County~~ City of Baltimore, personally appeared Joseph J. Callahan, the Agent for The County Trust Company, holder of Mortgage

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

WITNESS my hand and Notarial seal. Clara M. Link

Clara M. Link - Notary Public

NOTARY PUBLIC BALTIMORE CITY

7

3

Assignee's Mortgage and Attorney's Bond. LIBER 101 PAGE 454 1-369 Im-12-32

DUPLICATE

67918

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK

No. 10,296 Equity

Know All Men by These Presents:

That we Walter S. Calwell of 19 E. Fayette 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

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 and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 3rd day

day of October in the year nineteen hundred and fifty-one.

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from Robert M. Davis and Laura A. Davis, his wife, to the Washington-Irving Trust Company,

bearing date the 23rd day of July nineteen hundred and forty-seven

and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 421, Folio 171, and

WHEREAS: assignment of said mortgage has been made to Walter S. Calwell, 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. Link
Attest: Clara M. Link

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

Walter S. Calwell (Seal)
Walter S. Calwell

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By Vice-President

Assistant Secretary

Approved this 3 October 1951
John H. Hopkins, 3rd, Clerk.

Filed 3 Oct., 1951

LIBER 101 PAGE 455

MILITARY AFFIDAVIT

No. 10,296 Equity.

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 4th day of October 19 51 before me, the subdcriber, a Notary Public, in and for the City of Baltimore, State of Maryland aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law that the Defendants ROBERT M. DAVIS AND LAURA A. DAVIS, his wife against whom foreclosure proceedings were instituted are ~~xix~~ not in the Military Service of the United States, or of any Nation with which the United States is allied in the present war, thatt hey 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, that Robert M. Davis is about 31 years old, and that the Affiant's sources of information was the family of the Defendant.

Walter S. Calwell

Walter S. Calwell - Affiant

Clara M. Link

Clara M. Link - Notary Public

NOTARY PUBLIC BALTIMORE CITY CLARA M. LINK

Filed 8 Oct, 1951

9

5

LIBER 101 PAGE 456

Filed 8 Oct., 1951.

WALTER S. CALWELL, Assignee, Plaintiff : IN THE CIRCUIT COURT

: FOR

VS.

: ANNE ARUNDEL COUNTY
(In Equity)

ROBERT M. DAVIS AND
LAURA A. DAVIS, his wife, Defendants : No. 10,296

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Assignee of

Mortgage, dated July 23rd, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 421 folio 171 from said the said Robert M. Davis and Laura A. Davis, his wife to Washington Irving Trust Company, and duly assigned to Walter S. Calwell, Assignee, 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 Evening Capital" a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, Walter S.Calwell, Assignee, 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 3rd day of October, 1951 at 3.05 P.M., at the Cout House Door in Annapolis attend and then and there sold the leasehold property situate, lying and being in Anne Arundel County

Being known and designated as Lot No. 34 as laid down and shown on the Plat of Brookwood, which Plat is duly recorded among the Land Records of Anne Arundel County in Cabinet No. 3 Rod E-4 Plat No. 10, being more particularly and at length described in the aforementioned Mortgage and advertisement of sale, a copy of which is attached hereto, subject to the payment of the annual ground rent of Seventy-eight ($78.00) Dollars, the improvements whereon are known as No. 5012 formerly 266) Brookwood Road.

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.

Legal Notices

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Building
Fayette and St. Paul Streets
Baltimore 2, Maryland

ASSIGNEE'S SALE
— OF —
VALUABLE
LEASEHOLD PROPERTY

No. 5012 (formerly 266) Brookwood Road, Brookwood, Fifth District of Anne Arundel County, Maryland.

Under and by virtue of the power and authority contained in a Mortgage from Robert M. Davis and Laura A. Davis, his wife to Washington Irving Trust Company, dated July 23rd, 1947 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 421 folio 171 (default having occurred thereunder) the undersigned, Assignee, will sell at Public Auction at the Court House Door in Annapolis, on

WEDNESDAY, OCTOBER 3rd, 1951
AT 3:05 P. M.

all that leasehold lot of ground situate and lying near Brooklyn, Anne Arundel County, and described as follows:-

Being known and designated as Lot No. 34 as laid down and shown on the Plat of Brookwood, which Plat is duly recorded among the Land Records of Anne Arundel County in Cabinet No. 3 Rod E-4 Plat No. 10, the improvements whereon are known as No. 5012 (formerly 266) Brookwood Road.

Subject to the payment of an annual ground rent of $78.00 and to restrictive covenants and Utility Agreements, if any, affecting the property. The improvements consist of a 2-story brick, row, 2 family dwelling, containing 6 rooms and 2 baths, with full basement and modern facilities.

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 al other assessments and public charges to be adjusted to date of sale.

WALTER S. CALLWELL,
Assignee.

SAM W. PATTISON & CO., Auctioneer.

Said leasehold property was sold to The County Trust Company, at and for the sum of Fifty-seven Hundred ($5700.00) Dollars, said purchase being then and there the highest bidder.

Walter S. Calwell - Assignee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 4th day of October, 1951 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, Assignee and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

Clara M. Link - Notary Public

LIBER 101 PAGE 458

ORDER NISI

WALTER S. CALWELL, Assignee

versus

ROBERT M. DAVIS and
LAURA A. DAVIS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,296 Equity

Filed 8 Oct., 1951.

Ordered, this 8 day of October, 19 51, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Walter S. Calwell, Assignee, ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10 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 10 day of November next.

The report states that the amount of sales to be $ 5700.00.

8

John H. Hopkins, Jr., Clerk.

True Copy,

TEST: Clerk.

(Final Order)

WALTER S. CALWELL, Assignee

versus

ROBERT M. DAVIS and
LAURA A. DAVIS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Filed 26 Oct., 1951.

Term, 19

ORDERED BY THE COURT, This 26th day of December, 1951, that the sale made and reported by the ~~Trustee~~ assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

10

12

LIBER 101 PAGE 459 OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

Filed 26 Dec., 1951.

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,296 Equity
WALTER S. CALWELL, Assignee
Vs.
ROBERT M. DAVIS and LAURA A. DAVIS, his wife.

Ordered, this 8th day of October, 1951, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Walter S. Calwell, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10th day of November next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of November next.

The report states that the amount of sales to be $5700.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

o-31

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 6, 1951

We hereby certify, that the annexed

Order Nisi Sale

Equity 10,296

Robert M. Davis

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for four successive weeks before the 10th day of November, 1951. The first insertion being made the 10th day of October, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By Katherine Lamb

No. E. C. E. 574

13

9

In the Case of

Walter S. Calwell,
Assignee
vs.
Robert M. Davis
and
Laura A. Davis, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,296 Equity

To the Honorable, the Judges of said Court:

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

Filed 7 Feb, 1952.

February 5, 1952

All of which is respectfully submitted.

Laura V. Jacklung
Auditor.

11

14

Dr. Walter S. Calwell, Assignee, vs. Robert M. Davis and Laura A. Davis, his wife in ac.

To Assignee for Fee, viz:	50	00		
To Assignee for Commissions, viz:	201	00	251	00
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	18	75		
Auditor - stating this account	9	00	37	75
To Assignee 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		
New Amsterdam Casualty Co. - bond premium	24	00		
Sam W. Pattison & Co. - auctioneer's fee	20	00		
One-half Federal revenue stamps	3	30		
One-half State revenue stamps	3	30		
Clerk of Court - recording assignments	2	50		
Clara M. Fink - notary fees	1	25	103	35
To The County Trust Company, Assignee of the mortgage filed in these proceedings- this balance on account mortgage claim	5,307	90	5,307	90
			5,700	00
Amount of mortgage claim filed	5,704	89		
Cr. Amount allowed as above	5,307	90		
Balance subject to decree in personam	396	99		

15

with Walter S. Calwell, Assignee Cr.

1951				
Oct.	3	Proceeds of Sale	5,700 00	5,700 00
				5,700 00

LIBER 101 FOLIO 463

ORDER NISI

Walter S. Calwell,

Assignee

VERSUS

Robert M. Davis

and

Laura A. Davis, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 10,296 Equity.

ORDERED, This 7 day of February, 1952, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 11 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 11 day of March next.

John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 12th day of March, 1952, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ Assignee apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
A. J.

Filed 12 Mar., 1952. Filed 7 Mar., 1952.

LIBER 101 PAGE 464

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS. INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 7, 1952

We hereby certify, that the annexed Order Nisi Aud. Acct. Equity 11,296 Robert M. Davis

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 11th day of March, 1952. The first insertion being made the 21st day of February, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

No. E. C. 5637

By Bettie L. Carlson

18

13

Filed 11 Mar., 1952.

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,296 Equity
WALTER S. CALWELL, Assignee
Vs.
ROBERT M. DAVIS and LAURA A. DAVIS, His Wife.

Ordered, this 7th day of February, 1952, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 11th 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 11th day of March next.

JOHN H. HOPKINS, 3rd., Clerk.

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

f:23

LIBER 101 PAGE 465

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND.

JERROLD V. POWERS,
Assignee,

vs.

EARL T. ALTIZER and
PATSY M. ALTIZER, his wife,
Defendants.

Equity No. 10,995

TITLING

Mr. Clerk:

Please docket the above styled suit and file original mortgage and mortgage note from Earl T. Altizer and Patsy M. Altizer, his wife, to the County Trust Company of Maryland, a body corporate, dated August 12, 1946, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber J.H.H. 377, folio 161, and assigned to Jerrold V. Powers for the purpose of foreclosure.

Jerrold V. Powers

Jerrold V. Powers - Assignee.

Filed 7 Jan., 1952.

MARYLAND MORTGAGE FEE: Cou Code

LIBER 101 PAGE 466

Law Reporter Blank No. 81
515 FIFTH ST. N.W., WASHINGTON, D. C.

No. 10,395 Equity.

This Mortgage

Made this 12th *day of* August *in the year one thousand nine hundred and* forty-six *, by and between* Earl T. Altizer and Patsy M. Altizer, his wife,

parties of the first part, and

County Trust Company of Maryland, a body corporate,

party of the second part:

Whereas, the said Earl T. Altizer and Patsy M. Altizer, his wife, stand justly and bona fide indebted unto the County Trust Company of Maryland in the full and just sum of Sixty-five Hundred and 00/100($6500.00) Dollars, being a part of the purchase price of the hereinafter described property, for which sum they have given their one principal promissory note of even date herewith with interest at the rate of four per cent per annum, said principal and interest being payable in monthly installments of $48.08 (with the privilege of making larger payments in any amount) on or before the first day of each and every month after date, until paid; each installment when so paid to be applied first, to the payment of interest on the amount of principal remaining unpaid, and the balance thereof credited to the principal;

and wishing to better secure the punctual payment of said note by the execution of this Mortgage, which was a condition precedent to the making of said note .

Now, this Mortgage Witnesseth, *that in consideration of the premises and of the sum of* ten dollars *the said parties of the first part do grant unto the said party of the second part, in fee simple, all* those *pieces or parcels of ground situate, lying and being in* Anne Arundel County ~~County,~~ *State of Maryland, and described as follows, to wit:*

Lots Sixty-nine (69) and seventy (70) of the subdivision of Herring Bay View as per plat thereof recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. No.1 at folio 21.

Together with a right of way over the strip of ground 30 feet in width running along the northwest side of the property of the said Oscar Mann, parallel with the east side of the property of Virgil Rogers, to the waters of Rockhold Creek, said strip of land being about 554 feet in length.

The mortgagors acknowledge as a part of the mortgaged property the following

Filed 7 Jan, 1952

removable real estate items: electric fixtures, shades, screens, domestic hot water heater and range, refrigerator, storm doors and windows & awnings. //

The mortgagors agree that together with and in addition to the monthly payment of principal and interest payable under the terms of the note secured hereby, they will pay to the holder of the note, on the first day of each month, until it is fully paid, the following sums:

A sum equal to 1/12 of the annual taxes assessed against the above described property, and further sum equal to 1/12 of the annual premium for fire and extended coverage insurance on the improvements on said property.

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

To Have and to Hold *the aforesaid parcel of ground and premises unto and to the proper use and benefit of the party of the second part* its successors and assigns *forever.*

Provided, *that if the said* parties of the first part their *heirs, executors, administrators or assigns, shall pay or cause to be paid* the *aforesaid notes, according to the tenor thereof, and shall perform all the covenants herein on their part to be performed, then this Mortgage shall be void.*

And *it is agreed that, until default be made in the premises, the part* ies *of the first part shall possess the aforesaid property, upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed, on said hereby mortgaged property; which taxes, assessments, public dues, charges, mortgage debt and interest the said* parties of the first part *for* themselves *and for* their *heirs, executors, administrators and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money or the interest thereon to accrue, or any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this Mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said* party of the second part, its successors and assigns *or* Lansdale G. Sasscer and/or J. Dudley Digges *their attorney or agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs or assigns and which sale shall be made in manner following, viz.: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in* Anne Arundel *County, Maryland, which time, place, manner and terms of sale shall be fixed by the party or parties selling; and in the event of a sale of said property under the powers hereby granted, the proceeds arising from such sale to apply,* FIRST *to the payment of all expenses incident to such sale, including all taxes assessed on the property hereby mortgaged,*

overdue and paid by the mortgagee or holder of this Mortgage, and commissions to the part making sale of said property equal to the commissions allowed trustees for making sale of property by virtue of a decree of the Circuit Court for Anne Arundel *County, sitting in equity;* SECONDLY, *to the payment of all claims of the said Mortagee* its successors ~~personal representatives~~ *and assigns under this Mortgage whether the same shall have been matured or not, and the surplus, if any, shall be paid to the said Mortgagor* s their *personal representatives or assigns, or to whoever may be entitled to the same.*

And it is Further Agreed *that if the property aforesaid shall be advertised for sale and not sold under the provisions of this Mortgage, then the party or parties rightfully so advertising the same shall be entitled to one-half the commission above provided, computed on the amount of the debt hereby secured and remaining unpaid, expenses of advertisement, and other legal costs.*

And *the said* parties of the first part *for* themselves *and for* their *heirs, executors, administrators and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the hereby mortgaged land to the amount of at least* Sixty-five Hundred *Dollars, and to cause the policy, to be effected thereon, to be so framed or indorsed, as, in case of fire, to insure to the benefit of the said* party of the second part, its successors ~~personal representatives~~ *and assigns to the extent of his, her, or their lien or claim hereunder.*

Witness *their hand s and seal s*

TEST: Ida E. Wyvill, as to both — Earl T. Altizer [SEAL]
Earl T. Altizer

Patsy M. Altizer [SEAL]
Patsy M. Altizer

STATE OF MARYLAND
Prince George's County } ss:

I Hereby Certify *that on this* 12th *day of* August *in the year of our Lord one thousand nine hundred and* forty-six *before the subscriber, a* Notary Public *of the said* State *in and for the* County *aforesaid, personally appeared in said* County, Earl T. Altizer and Patsy M. Altizer, his wife *grantor* s *in the aforegoing deed and* each *their acknowledged the foreging Mortgage to be act.*

Witness *my hand and official seal.*

Ida E. Wyvill

STATE OF MARYLAND
Prince George's County } ss:

I Hereby Certify *that on this* 12th *day of* August *in the year one thousand nine hundred and* forty-six *before the subscriber, a* Notary Public. *in and for* State and County *aforesaid, personally appeared in said* County, Samuel A. Wyvill, Vice President of *the within-named Mortagagee , and made* oath *in due form of law, that the consideration mentioned in the foregoing Mortgage is true and bona fide, as therein set forth.*

Witness *my hand and official seal.*

Ida E. Wyvill--Notary Public

4

ASSIGNMENT

LIBER 101 PAGE 469

The COUNTY TRUST COMPANY OF MARYLAND, a body corporate, hereby assigns the within mortgage to Jerrold V. Powers for the purpose of foreclosure.

WITNESS the signature of Samuel A. Wyvill, Vice President of the County Trust Company of Maryland, attested by Reeves H. Blandford, Assistant Secretary, and the corporate seal thereto affixed this 7th day of January, 1952.

Attest:

Reeves H. Blandford - Assistant Secretary.

COUNTY TRUST COMPANY OF MARYLAND

By Samuel A. Wyvill

Samuel A. Wyvill - Vice President.

the year one thousand nine hundred and *before the subscriber,*

a *in and for*

aforesaid, personally appeared

above-named assignee , and made oath that he ha not required the Mortgagor , h agent or attorney, or any person for the said Mortgagor to pay the tax levied upon the interest covenanted to be paid, in advance, nor will he require the same to be paid by the Mortgagor or any person for h during the existence of this Mortgage.

Witness *my hand and official seal.*

Received for Record ... Day of ... 19 ..., at ... M and the same day recorded in Liber J.H.H. No. ... Fol. ... Land Records of Anne Arundel County

Clerk

Mortgage

FROM

Earl T. Altizer

Patsy M. Altizer, his wife,

TO

County Trust Company of Maryland

Returned for Record on the 19 day of August, A. D. 1946, at 10:05 o'clock A. M., and recorded in Liber No. JHH 377 at folio 161, one of the Land Records for A.A. Co.

Clerk.

County Trust Company of Md.

Local

4.25

10395

Made and Sold by Law Reporter Ptg. Co., 518 5th St., Wash., D. C.

RELEASE

hereby release the within Mortgage.

Witness *my hand and seal this* *day of* *, 19*

TEST: _____ _____ [SEAL]

5

LIBER 101 PAGE 470

LHG-367-Md

$6500.00 Upper Marlboro, Md., August 17th, 1946

For value received We promise to pay to the order of County Trust Company of Maryland the sum of Sixty-five Hundred Dollars, with interest until paid at the rate of four per centum per annum.

Said principal and interest payable in monthly installments of Forty-eight and 08/100 Dollars (with the privilege of making larger payments in any amount), on or before the first day of each and every month after date, until paid; each installment when so paid to be applied, first, to the payment of interest on the amount of principal remaining unpaid, and the balance thereof credited to the principal.

Earl T. Altizer

Patsy M. Altizer

Address Deale, Md.

Secured by a mortgage on Lots 69-70 Herring Bay View

Filed Jan. 1, 1952

Payments on account of the above note, and interest, are acknowledged as follows

DATE OF PAYMENT	INTEREST DUE	TO PRINCIPAL	BALANCE PRINCIPAL DUE	DATE OF PAYMENT	INTEREST DUE	TO PRINCIPAL	BALANCE PRINCIPAL DUE

6

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND.

JERROLD V. POWERS,
Assignee,

vs.

EARL T. ALTIZER and
PATSY M. ALTIZER, his wife,
Defendants.

Equity No. 10,395

Filed 7 Jan., 1952.

STATEMENT OF DEBT

Balance due on principal	$4,878.04
Interest from December 1, 1950 to January 7, 1952 at 4%	217.61
	$5,095.65

COUNTY TRUST COMPANY OF MARYLAND

By Reeves H. Blandford
Reeves H. Blandford - Cashier.

STATE OF MARYLAND)
PRINCE GEORGE'S COUNTY) ss.:

I HEREBY CERTIFY that on this 7 day of January, 1952, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Reeves H. Blandford, Cashier of the County Trust Company of Maryland, and made oath that the amount set forth in the aforegoing Statement of Debt is true.

WITNESS my hand and Notarial Seal.

John R. Garner
John R. Garner - Notary Public.

NOTARY PUBLIC PRINCE GEORGES COUNTY MD.

7

BOND

No. 10,395 Equity.

Know All Men By These Presents, That we, Jerrold V. Powers, Principal, and the Great American Indemnity Company, surety, of Prince George's County, Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of Six thousand 00/100- Dollars to be paid to the State of Maryland, aforesaid, or its certain attorney to the payment whereof, well and truly to be made, we hereby bind ourselves, our heirs, personal representatives and assigns, jointly and severally firmly by these presents sealed with our seals and dated this 7th day of January, 1952.

Whereas, The said Jerrold V. Powers

is about to exercise the power of sale contained in a certain mortgage from Earl T. Altizer and Patsy M. Altizer, his wife,

to the County Trust Company of Maryland, a body corporate,

dated August 12, 1946, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber J.H.H. 377 at folio 161, default having occurred under the terms of said mortgage.

Filed 7 Jan., 1952.

The Condition of the above obligation is such that if the said Jerrold V. Powers

shall well and faithfully perform the trust reposed in him by said mortgage and shall abide by and fulfill any order or decree which shall be made by any Court of proper jurisdiction in relation to the said mortgaged premises, then this obligation shall be void, else to be and remain in full force and virtue of law.

Witness:
Gladys R. Duvall

Jerrold V. Powers [SEAL]

GREAT AMERICAN INDEMNITY CO. [SEAL]

By Ida E. Wyvill - Attorney-In-Fact [SEAL]

Approved this 7 January, 1952.
John H. Hopkins, 3rd, Clerk.

8

Legal Notices

Law Offices
SASSCER, CLAGGETT & POWERS
Upper Marlboro, Md.

ASSIGNEE'S SALE
— OF —
VALUABLE IMPROVED PROPERTY
located in the subdivision of HERRING BAY VIEW, Anne Arundel County, Maryland.

Under and by virtue of the power of sale contained in a certain Mortgage from Earl T. Altizer and Patsy M. Altizer, his wife, to the County Trust Company of Maryland, a body corporate, dated August 12, 1946 and recorded among the Land Records of Anne Arundel County Maryland, in Liber J. H. H. 377, folio 101, default having occurred under the terms thereof, the undersigned Assignee will offer for sale to the highest bidder at the Court House Door, Annapolis, Maryland, on Monday, January 7, 1952 at 3:00 P. M., all of the property described in said mortgage as follows:

Lots Sixty-nine (69) and Seventy (70) of the subdivision of HERRING BAY VIEW, as per plat thereof recorded among the Plat Records of Anne Arundel County in Plat Book F. S. R. No. 1 at folio 21.

Together with a right of way over the strip of ground 30 feet in width running along the northwest side of the property of Virgil Rogers, to the waters of Rockhold Creek, said strip of land being about 554 feet in length.

The mortgagors acknowledge as a part of the mortgaged property the following removable real estate items: electric fixtures, shades, screens, domestic hot water heater and range, refrigerator, storm doors and windows and awnings.

This poperty is improved by a one-story frame dwelling containing five rooms and bath, detached laundry house and guest house.

TERMS OF SALE

A deposit of $750.00 will be required at the time and place of sale, the balance due being payable in cash upon ratification of the sale by the Court. Taxes and other public dues and charges, and all other expenses to be adjusted to day of sale, with conveyancing, Revenue stamps and State documentary tax at cost of purchaser or purchasers.

JERROLD V. POWERS, Assignee,
c/o Sasscer, Claggett & Powers,
Upper Marlboro, Maryland,
Marlboro 3322. 1-3

9

LIBER 101 PAGE 473
FICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 7, 1952

We hereby certify, that the annexed Assignees Sale Earl T Altizer

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 January, 1952. The first insertion being made the 13th day of December, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By Nellie S. Carlson

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND.

JERROLD V. POWERS,
Assignee,

vs.

EARL T. ALTIZER and
PATSY M. ALTIZER, his wife,
Defendants.

Equity No. 10,395

Legal Notices

Law Offices of
SASSCER, CLAGGETT & POWERS
Upper Marlboro, Md.

ASSIGNEE'S SALE
— OF —
VALUABLE IMPROVED PROPERTY
Located in the subdivision of HERRING BAY VIEW, Anne Arundel County, Maryland.

Under and by virtue of the power of sale contained in a certain Mortgage from Earl T. Altizer and Patsy M. Altizer, his wife, to the County Trust Company of Maryland, a body corporate, dated August 12, 1946 and recorded among the Land Records of Anne Arundel County Maryland, in Liber J. H. H. 377, folio 161, default having occurred under the terms thereof, the undersigned Assignee will offer for sale to the highest bidder at the Court House Door, Annapolis, Maryland, on Monday, January 7, 1952 at 3:00 P. M., all of the property described in said mortgage as follows:

Lots Sixty-nine (69) and Seventy (70) of the subdivision of HERRING BAY VIEW, as per plat thereof recorded among the Plat Records of Anne Arundel County in Plat Book F. S. R. No. 1 at folio 21.

Together with a right of way over the strip of ground 30 feet in width running along the northwest side of the property of Virgil Rogers, to the waters of Rockhold Creek, said strip of land being about 554 feet in length.

The mortgagors acknowledge as a part of the mortgaged property, the following removable real estate items: electric fixtures, shades, screens, domestic hot water heater and range, refrigerator, storm doors and windows and awnings.

This poperty is improved by a one-story frame dwelling containing five rooms and bath, detached laundry house and guest house.

TERMS OF SALE

A deposit of $750.00 will be required at the time and place of sale, the balance due being payable in cash upon ratification of the sale by the Court. Taxes and other public dues and charges, and all other expenses to be adjusted to day of sale, with conveyancing, Revenue stamps and State documentary tax at cost of purchaser or purchasers.

JERROLD V. POWERS, Assignee,
c/o Susscer, Claggett & Powers,
Upper Marlboro, Maryland,
Marlboro 3322. j-3

MEMORANDUM OF SALE

THIS IS TO CERTIFY that the undersigned has this 7th day of January, 1952, bought of Jerrold V. Powers, Assignee in the above entitled cause, the real estate described on the annexed advertisement of sale, being located in Anne Arundel County, Maryland, being described as Lots 69 and 70 of the subdivision of HERRING BAY VIEW, as per plat thereof recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 1 at folio 21, etc., together with the improvements thereon; at and for the sum of Five Thousand Two Hundred and No/100 ($5,200.00) and does hereby agree to pay the said purchase price according to the terms of sale, subject to any and all taxes due thereon; and thereunto binds his successors and assigns.

COUNTY TRUST COMPANY
OF MARYLAND
By Bernard H. Blandford (SEAL)
Branch Cashier

Test:
Robert H. Campbell
Robert H. Campbell - Auctioneer.

Filed 7 Jan., 1952

10

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND.

JERROLD V. POWERS,
Assignee,

vs.

EARL T. ALTIZER and
PATSY M. ALTIZER, his wife,
Defendants.

Equity No. 10,395

REPORT OF SALE

To the Honorable Judges of said Court:

The report of JERROLD V. POWERS, Assignee in a certain mortgage from Earl T. Altizer and Patsy M. Altizer, his wife, to the County Trust Company of Maryland, a body corporate, dated August 12, 1946 and recorded among the Land Records of Anne Arundel County, Maryland, respectfully shows:

THAT after default had occurred under the terms and conditions of said mortgage, and after he had given bond with security in the penalty of Six thousand ($6,000.00) Dollars for the faithful performance of the duties imposed upon him by the said mortgage, and having complied with all of the other duties as required by law and the said mortgage, and having given notice of the time, place, terms and manner of sale by advertisement inserted in the Maryland-Gazette, a weekly newspaper published in Anne Arundel County, Maryland, for more than twenty (20) days before the dale of sale, he did, pursuant to said notice, attend the place of sale, to wit, the Court House Door, Annapolis, Maryland, on Monday, January 7, 1952 at 3:00 P. M., and then and there proceeded to offer for sale at public auction the property described in said mortgage and advertisement, to wit:

Lots Sixty-nine (69) and Seventy (70) of the subdivision of HERRING BAY VIEW, as per plat thereof recorded among the Plat Records of Anne Arundel County in Plat Book F.S. H. No. 1 at folio 21.

Together with a right of way over the strip of ground 30 feet in width running along the northwest side of the property of the said Oscar Mann, parallel with the east side of the property of Virgil Rogers, to the waters of

Filed 7 Jan., 1952.

11

Rockhold Creek, said strip of land being about 554 feet in length.

The mortgagors acknowledge as a part of the mortgaged property the following removable real estate items: electric fixtures, shades, screens, domestic hot water heater and range, refrigerator, storm doors and windows and awnings, and sold the same to COUNTY TRUST COMPANY OF MARYLAND at and for the sum of FIVE THOUSAND TWO HUNDRED DOLLARS. Subject to taxes, assessments, and insurance to be adjusted to date of sale, with all costs of conveyancing, including Federal and State revenue stamps, to be at the cost of the purchaser or purchasers.

The said Assignee further reports and states that the said sale was in every respect fairly made, and recommends that the said sale be finally ratified and confirmed by this Honorable Court, said purchaser having agreed to comply with all the terms of said sale.

And as in duty bound, etc.

Jerrold V. Powers (SEAL)
Jerrold V. Powers - Assignee.

STATE OF MARYLAND)
ANNE ARUNDEL) ss.:
~~PRINCE GEORGE'S~~ COUNTY)

I HEREBY CERTIFY that on this 7" day of January, 1952, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Jerrold V. Powers, Assignee above named, and made oath in due form of law that the matters and facts set forth in the foregoing report are true to the best of his knowledge, information and belief, and further made oath that the sale therein reported was fairly made.

WITNESS my hand and official seal.

Clemence C. Burwell
Notary Public.
Clemence C. Burwell

12

LIBER 101 PAGE 477

ORDER NISI

JERROLD V. POWERS,

Assignee

versus

EARL T. ALTIZER and

PATSY M. ALTIZER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,395 Equity

Filed 7 Jan., 1952.

Ordered, this 7 day of January, 19 52, That the sale of the Property in these Proceedings mentioned, made and reported by Jerrold V. Powers, Assignee, ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 11 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 11 day of February next.

The report states that the amount of sales to be $5,200.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

JERROLD V. POWERS,

Assignee

versus

EARL T. ALTIZER and

PATSY M. ALTIZER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 13 Feb., 1952.

ORDERED BY THE COURT, This 13th day of February, 1952, that the sale made and reported by the ~~Trustee~~ Assignee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
A. J.

13

LIBER 101 PAGE 478

FICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 6, 1952

We hereby certify, that the annexed Order Nisi

Sale Equity 10395

Earl T. Altizer

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 11 day of February, 1952. The first insertion being made the 10 day of January, 1952

THE CAPITAL-GAZETTE PRESS, INC.

No. MG 1905

By Billie L. Carson

14

Filed 13 Feb. 1952

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,395 Equity
JERROLD V. POWERS
Vs.
EARL T. ALTIZER and PATSY M. ALTIZER, his wife.

Ordered, this 7th day of January, 1952, That the sale of the Property in these Proceedings mentioned, made and reported by Jerrold V. Powers, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 11th 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 11th day of February next.

The report states that the amount of sales to be $5,200.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

In the Case of

Jerrold V. Powers,
Assignee
vs.
Earl T. Altizer
and
Patsy M. Altizer, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,395 Equity

To the Honorable, the Judges of said Court:

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

Filed 19 March, 1952.

March 5, 1952

All of which is respectfully submitted.

Laura R. Fickling
Auditor.

15

Dr. Jerrold V. Powers, Assignee, vs. Earl T. Altizer and Patsy M. Altizer, his wife

			in ac.	
To Assignee for Commissions, viz:	186	00	186	00
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	18	75		
Auditor - stating this account	9	00	37	75
To Assignee 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		
Great American Indemnity Co. - bond premium	40	00		
Robert H. Campbell - auctioneer's fee	15	00		
One-half Federal revenue stamps	3	03		
One-half State revenue stamps	3	02		
Clerk of Court - recording assignment		75		
Clemence C. Burwell - notary fee		50	111	30
To County Trust Company of Maryland, mortgagee - this balance on account mortgage claim	4,864	95	4,864	95
			5,200	00
Amount of mortgage claim filed	5,095	65		
Cr. Amount allowed as above	4,864	95		
Balance subject to decree in personam	230	70		

16

with Jerrold V. Powers, Assignee Cr.

1952				
Jan.	7	Proceeds of Sale	5,200 00	5,200 00
				5,200 00

LIBER 101 PAGE 482

ORDER NISI

Jerrold V. Powers,
Assignee
VERSUS
Earl T. Altizer
and
Patsy M. Altizer, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,395 Equity.

ORDERED, This 19 day of March, 1952, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 28 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 28 day of April next.

John H. Hopkins, 3rd, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 29th day of April, 1952, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Ass'g

Filed 29 Apr., 1952. Filed 19 Mar., 1952.

18

LIBER 101 PAGE 483 FICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 10, 1952

We hereby certify, that the annexed Order Nisi

No. 10,395 Equity

James U. Powers,

Assignee

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 April, 1952. The first insertion being made the 27th day of March, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By Helen L. Carlson

No. MG.....

19

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,395 Equity

JERROLD V. POWERS, Assignee
vs.
EARL T. ALTIZER and PATSY M. ALTIZER, his wife.

Ordered, this 10th day of March, 1952, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 28th 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 28th day of April next.

JOHN H. HOPKINS, 3rd., Clerk.

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

a-10

Filed 28 Apr., 1952

LIBER 101 FOLIO 484

WALTER S. CALWELL, Attorney Named in Mortgage, Plaintiff	:	IN THE CIRCUIT COURT FOR
VS.	:	ANNE ARUNDEL COUNTY
GEORGE E. WILKINS Defendant	:	(In Equity) No. 10,297

Mr. Clerk:

Will you please docket the above entitled case and file among the papers the following instrument marked "Plaintiff's Exhibit 'A' " -

1. Original Mortgage from said George E. Wilkins to The County Trust Company, dated August 3rd, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 483 folio 180.

Walter S. Calwell

Walter S. Calwell -
Attorney Named in Mortgage

T. Worthington Brundige III

T. Worthington Brundige, III -
Solicitor for Plaintiff

Filed 15 Aug. 1951

LIBER 483 PAGE 180 #13717

FHA Form No. 2127h
(For use under Section 203)
(Revised Apr. 15, 1941)

LIBER 101 PAGE 485

No. 10,297 Equity

MORTGAGE

THIS MORTGAGE, Made this 3rd. day of August, A. D. 1948, by and between GEORGE E. WILKINS,

of ANNE ARUNDEL COUNTY, in the State of Maryland, hereinafter called the Mortgagor, and THE COUNTY TRUST COMPANY

a corporation organized and existing under the laws of the State of NEW YORK, hereinafter called the Mortgagee.

[illegible]

(The above paragraph is to be omitted if Mortgagee is not a building and loan association.)

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of SEVENTY-SIX HUNDRED Dollars ($ 7600.00), with interest from date at the rate of four per centum (4 %) per annum on the unpaid principal until paid, principal and interest being payable at the office of THE COUNTY TRUST COMPANY, in TARRYTOWN, WESTCHESTER COUNTY, N.Y. or at such other place as the holder hereof may designate in writing, in monthly installments of FORTY-SIX and 06/100 Dollars ($ 46.06), commencing on the first day of October, 19 48, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of September, 19 68. Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity: PROVIDED, HOWEVER, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Administrator.

Filed 15 Aug., 1951

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 ($1.00) 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 that lot(s) of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say: 16—4139

BEING known and designated as Lot No. 510 as laid out on Plat of property of The Ballman Company which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3 Rod E-4 Plat No. 7. The improvements whereon are known as 5310 (formerly 510) Brookwood Road.

BEING the same lot of ground which by Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediatsly prior hereto was granted and conveyed by Elcey Homes, Incorporated unto said Mortgagor herein.

TOGETHER with and including as part of the building and improvements erected on the aforesaid lot or parcel of ground, kitchen cabinets, plumbing accessories, ranges, light fixtures, laundry tray, screens, water heater, all of which accessories and equipment are herewith declared to be, by the said Mortgagor, fixtures and permanent additions to the realty and intended to be included as part of the security for this Mortgage.

Plaintiff's Exhibit A.

2

LIBER 101 PAGE 486

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(s) of ground and improvements unto the said Mortgagee, its successors and assigns, **forever in fee simple.**

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it 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, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid, the following sums:

(*a*) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth ($\frac{1}{12}$) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with which to discharge the said Mortgagee's obligation to the Federal Housing Administrator for mortgage insurance premiums pursuant to the provisions of Title II of the National Housing Act, as amended, and Regulations thereunder. The Mortgagee shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the Mortgagor all payments made under the provisions of this subsection which the Mortgagee has not become obligated to pay to the Federal Housing Administrator.

(*b*) 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) 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.

(*c*) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the mortgage debt hereby secured shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Federal Housing Administrator;
(II) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;
(III) interest on the mortgage debt secured hereby; and
(IV) amortization of the principal of said debt.

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 two (2) cents for each dollar of each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (*b*) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (*b*) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor

3

shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (*a*) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Administrator, and any balance remaining in the funds accumulated under the provisions of (*b*) 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 balance then remaining in the funds accumulated under (*b*) of paragraph 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (*a*) of paragraph 1.

3. That 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; 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 of four ~~hundred~~ per centum (4½%) per annum and shall be secured by this mortgage.

4. 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.

5. That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. 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 the 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.

6. 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.

7. That the Mortgagee shall have the right to declare a default under this mortgage if the Mortgagor shall sell, cease to own, transfer or dispose of the within described property without the written consent of the Mortgagee.

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within **5 months** from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the **5 months** time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

9. 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 continuing for the space of **thirty** days, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, its successors and assigns, or **WALTER S. CALWELL or JOSEPH J. CALLAHAN**, 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 or their heirs 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, 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 counsel fee of **Fifty** Dollars ($ **50.00**) 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 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 mort-

4

gage 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.

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

Witness: J. Hodge Smith
J. HODGE SMITH

George E. Wilkins [SEAL]
GEORGE E. WILKINS

[SEAL]

[SEAL]

[SEAL]

STATE OF MARYLAND, BALTIMORE CITY to wit:

I HEREBY CERTIFY, That on this 3rd. day of August, 19 48, before me, the subscriber, a Notary Public of the State of Maryland, in and for ~~the City aforesaid~~ BALTIMORE COUNTY, personally appeared George E. Wilkins, the above named Mortgagors, and he acknowledged the foregoing mortgage to be his act.

At the same time also personally appeared Joseph J. Callahan, 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.

J. Hodge Smith
J. HODGE SMITH
Notary Public.

Recorded- 9th- August, 1948- at 10-30 A.M.

FOR APPROVED 9th
READY FOR RECORD 5th

STATE OF MARYLAND
Loan No.

COUNTY MORTGAGE

GEORGE E. WILKINS
TO
THE COUNTY TRUST COMPANY

Received for Record Aug 9 1948 at 10-30 o'clock A.M. 9th
Same day recorded in Liber No. 483 Folio 180, etc., one of the Mortgage Records of Ca. County and examined per [signature] 3rd Clerk.
Cost of Records, $

No. .....
Insured under the National Housing Act And Rules and Regulations of the Federal Housing Administrator For Mutual Mortgage Insurance Dated November 1, 1934
As amended .....
FEDERAL HOUSING ADMINISTRATOR
By ..... Authorized Agent.
Date .....

Reference is made to the Act and to the Regulations thereunder covering assignments of the insurance protection on this note.

U. S. GOVERNMENT PRINTING OFFICE 16—4189

LIBER 101 PAGE 489

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

GEORGE E. WILKINS

IN THE

ANNE ARUNDEL

Circuit Court for ~~Baltimore~~ County

IN EQUITY.

10,297

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of The County Trust Company

under the mortgage from said George E. Wilkins

to The County Trust Company

dated the 3rd day of August 19 48, and recorded among the Land Records of ~~Baltimore~~ Anne Arundel County in Liber J.H.H. No. 483 Folio 180

Amount of Loan	$7600.00
Less - amount paid in principal	584.57
	7015.43
Plus - unpaid interest to 10/3/1951	235.41
Plus - overdraft in expense account	16.18
	$7267.02

Filed 3 Oct, 1951

CITY

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

I HEREBY CERTIFY, that on this 2nd day of October in the year nineteen hundred and fifty-one, before me, the subscriber a Notary Public of the State of Maryland, in and for ~~said~~ City of Baltimore, personally appeared Joseph J. Callahan, the Agent for The County Trust Company holder of Mortgage

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

WITNESS my hand and Notarial seal. Clara M. Link

Clara M. Link - Notary Public

NOTARY PUBLIC BALTIMORE MARYLAND

6

Mortgagee and Attorney's Bond. LIBER 101 PAGE 490 1-369 1m-12-32

67916

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK

10,297 Equity

Know All Men by These Presents:

That we Walter S. Calwell of #19 E. Fayette 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.

Filed 3 Oct, 1951.

Sealed with our seals, and dated this 3rd - day of October in the year nineteen hundred and fifty-one.

Whereas, the above bounden Walter S. Calwell, Attorney named in Mortgage,

by virtue of the power contained in a Mortgage from George E. Wilkins to The County Trust Company, - bearing date the 3rd day of August nineteen hundred and forty-nine and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 483, Folio 180, and

WHEREAS: assignment of said mortgage has been made to Walter S. Calwell, 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, Attorney named in Mortgage - - - - - - - - - - - - - - - does and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered
in the presence of

Clara M. Smith

Attest:

Walter S. Calwell (Seal)
Walter S. Calwell

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By G. Lee Burgess
Vice-President G. Lee Burgess

M. R. [signature]
~~Assistant Secretary~~ M. R. Counsellor

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

Approved this 3 October, 1951.
John H. Hopkins, 3rd, Clerk

7 4

LIBER 101 PAGE 491

MILITARY AFFIDAVIT

No. 10,297 Equity

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 4TH day of October 19 51 before me, the subdcriber, a Notary Public, in and for the City of Baltimore, State of Maryland aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law that the Defendant GEORGE E. WILKINS against whom foreclosure proceedings were instituted is not in the Military Service of the United States, or of any Nation with which the United States is allied in the present war, that he has not been ordered to report for induction under the Selective Training and Service Act of 1940, that he is not a member of the Enlisted Reserve Corps, and has not been ordered to report for service therein, that George E. Wilkins is about 30 years old, and that the Affiant's sources of information was the family of the Defendant.

Walter S. Calwell

Walter S. Calwell - Affiant

Clara M. Link

Clara M. Link - Notary Public

CLARA M. LINK NOTARY PUBLIC BALTIMORE CITY

Filed 8 Oct, 1951.

8

5

LIBER 101 PAGE 492

WALTER S. CALWELL, Attorney Named in Mortgage : IN THE CIRCUIT COURT

VS. : FOR

GEORGE E. WILKINS : ANNE ARUNDEL COUNTY (In Equity)

No. 10,297

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated August 3rd, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 483 folio 180 from said George E. Wilkins 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 Evening Capital" a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, Walter S.Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 3rd day of October, 1951 at 3 P.M., at the Court House Door in Annapolis attend and then and there sold the fee simple property situate, lying and being in Anne Arundel County

Being known and designated as Lot No. 510 as laid out on the Plat of property of The Ballman Company which Plat is duly recorded among the Land Records of AnneArundel County in Plat Cabinet No. 3 Rod E-4 Plat No. 7, the improvements whereon are known as No. 5310 (formerly 510) Brookwood Road, being more particularly and at length described in the aforementioned Mortgage and advertisement of sale, a copy of which is attached hereto.

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

Filed 8 Oct., 1951.

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Building
Fayette and St. Paul Streets
Baltimore 2, Maryland

ATTORNEY'S SALE
— OF —
VALUABLE FEE SIMPLE PROPERTY

No. 5310 (formerly 510) Brookwood Road, Brookwood, Fifth District of Anne Arundel County, Maryland.

Under and by virtue of the power and authority contained in a Mortgage from George E. Wilkins to The County Trust Company, dated August 3rd, 1948 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 483 folio 180 (default having occurred thereunder), the undersigned, Attorney Named in Mortgage, will sell at Public Auction at the Court House Door in Annapolis, on

WEDNESDAY, OCTOBER 3RD, 1951
AT 3 P. M.

all that fee simple lot of ground situate and lying near Brooklyn, Anne Arundel County, and described as follows:-

Being known and designated as Lot No. 510 as laid out on Plat of property of The Ballman Company, which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3 Rod E-4 Plat No. 7, the improvements whereon are known as No. 5310 (formerly 510) Brookwood Road.

In fee simple. Subject to restrictive covenants and Utility Agreements, if any, affecting the property.

The improvements whereon consist of a 2 story brick, row, 2 family dwelling containing 6 rooms and 2 baths, with full basement and modern facilities.

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

WALTER S. CALWELL,
Attorney Named in Mortgage.
SAM W. PATTISON & CO., Auctioneer.

o-2

Said fee simple property was sold to The County Trust Company, at and for the sum of Seventy-two Hundred ($7200.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 4th day of October, 1951 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE CITY

Clara M. Link - Notary Public

10

LIBER 101 PAGE 494

ORDER NISI

WALTER S. CALWELL,

Attorney Named in Mortgage

versus

GEORGE E. WILKINS

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,297 Equity

Ordered, this 8 day of October, 19 51, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Walter S. Calwell, Attorney Named in Mortgage, ~~Trustee~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10 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 10 day of November next.

The report states that the amount of sales to be $ 7200.00.

John F. Hafkenschiel, 3rd, Clerk.

True Copy,

TEST: Clerk.

Filed 8 Oct., 1951

(Final Order)

WALTER S. CALWELL,

Attorney Named in Mortgage

versus

GEORGE E. WILKINS

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 26th day of December, 1951, that the sale made and reported by the ~~trustee~~ attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

Filed 26 Dec., 1951

11

10

LIBER 101 PAGE 495 FICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 6, 1951

We hereby certify, that the annexed

Order Nisi Sale

Equity 10,297

George E. Wilkins

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for four successive weeks before the 10th day of November, 1951. The first insertion being made the 10th day of October, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By Katherine Lamb

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY.
No. 10,207 Equity
WALTER S. CALWELL, Attorney Named in Mortgage
Vs.
GEORGE E. WILKINS.

Ordered, this 8th day of October, 1951, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Walter S. Calwell, Attorney Named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of November next.

The report states that the amount of sales to be $7200.00.

JOHN H. HOPKINS, 3rd., Clerk.
True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
o-31

Filed 26 Nov., 1951

No. E. C. E 573

12

9

LIBER 101 PAGE 496

In the Case of

Walter S. Calwell,
Attorney named in Mortgage

VS.

George E. Wilkins

In the

Circuit Court

For

Anne Arundel County

No. 10,297 Equity

To the Honorable, the Judges of said Court:

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

Filed Feb. 7, 1952.

February 5, 1952

All of which is respectfully submitted.

Laura V. Jacklings
Auditor.

13

Dr. Walter S. Calwell, Attorney named in Mortgage vs. George E. Wilkins in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	246	00	296	00
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	18	75		
Auditor - stating this account	9	00	37	75
To Attorney for Expenses, viz:				
Capital-Gazette Press -advertising sale	35	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
New Amsterdam Casualty Co. -bond premium	30	00		
Sam W. Pattison & Co. - auctioneer's fee	25	00		
One-half Federal revenue stamps	4	13		
One-half State revenue stamps	4	12		
Clara M. Fink - notary fees	1	25	113	50
To The County Trust Company, mortgagee -				
this balance on account mortgage claim	6,752	75	6,752	75
			7,200	00
Amount of mortgage claim filed	7,267	02		
Cr. Amount allowed as above	6,752	75		
Balance subject to decree in personam	514	27		

with Walter S. Calwell, Attorney named in Mortgage Cr.

1951				
Oct.	3	Proceeds of Sale	7,200 00	7,200 00
			7,200 00	

15'

LIBER 101 PAGE 499

ORDER NISI

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

George E. Wilkins

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 10,297 Equity.

ORDERED, This 7 day of February, 1952, That the Report and Account of the Auditor, filed this day in the above entitled cause, 12

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 11 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 11 day of March next.

John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 12th day of March, 1952, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
A. J.

14

Filed 12 Mar., 1952. Filed 7 Mar., 1952.

16.

LIBER 101 PAGE 500 OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 7, 1952

We hereby certify, that the annexed Order Nisi

Aud. Acct. Equity 10,297

George E. Wilkins

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 11th day of March, 1952. The first insertion being made the 7th day of February, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

By Billie L. Carlson

No. E. C. 5638

17

13

Filed 11 March 1952.

Legal Notices —

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,297 Equity

WALTER S. CALWELL, Attorney named in Mortgage

Vs.

GEORGE E. WILKINS.

Ordered, this 7th day of February, 1952, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 11th 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 11th day of March next.

JOHN H. HOPKINS, 3rd., Clerk.

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

f-23

14-19

LIBER 101 PAGE 501

JOHN B. ROWE, ASSIGNEE	*	IN THE
vs.	*	CIRCUIT COURT
JOSEPH B. GAREY, JR. and JANNA M. GAREY, his wife	*	FOR
	*	ANNE ARUNDEL COUNTY IN EQUITY
* * * * * * *		No. 9873

Mr. Clerk:

Please docket the above entitled case and file Plaintiff's Exhibit No. 1, said Exhibit being a mortgage from the Defendants to The Annapolis Banking & Trust Company dated December 23, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 376 folio 94, which mortgage has been assigned to the Plaintiff.

John B. Rowe
Attorney for Plaintiff.

Filed Jany. 7" 1950.

VA Form 4-6318a (Home Loan) August 1946. Use Optional. Servicemen's Readjustment Act (38 U.S.C.A. 694 (a)). Acceptable to RFC Mortgage Co

MARYLAND

LIBER 101 PAGE 502

MORTGAGE

THIS MORTGAGE, Made this 23rd day of December, A. D. 1946, by and between

JOSEPH B. GAREY, Jr. and JANNA M. GAREY, his wife,

7299,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and ~~[illegible]~~ THE ANNAPOLIS BANKING & TRUST COMPANY, a corporation organized and existing under the laws of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for a loan contemporaneous herewith, in the principal sum of Seven thousand - - - - - - - - - - - - - - - Dollars ($7000.00), evidenced by a promissory note of even date herewith with interest from date at the rate of Four per centum (4 %) per annum on the unpaid principal until paid, principal and interest being payable at the office of The Annapolis Banking & Trust Company -- - - - - - - - - - - , in Annapolis - - - - - - - - - - - - Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Forty-eight and 25/100 - - - - - Dollars ($48.25), commencing on the first day of February, 1947, 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, 1971. 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.

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 ($1.00) 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 thereof on the northwest side of Patapsco Road at a distance of 587.75 feet northeasterly from Charles Road said place of beginning being at a point distant 5 feet southwesterly from the dividing line between Lots Nos. 52 and 53 and running thence northeasterly binding on the northwest side of Patapsco Road 50 feet to a point distant 5 feet southwesterly from the dividing line between Lots Nos. 51 and 52, thence northwesterly parallel to said last mentioned dividing line and distant 5 feet southwesterly therefrom 167.67 feet, more or less, to a point formerly the center line of a 14 foot alley now closed (see Assignment between J. Charles Linthicum and wife and S. Everett Stain, et al, recorded among the Land Records of Anne Arundel County on May 18, 1925), thence southwesterly binding on center of said former alley 50 feet to a point distant 5 feet southwesterly from the dividing line between Lots Nos. 52 and 53, thence southeasterly parallel to said dividing line and distant 5 feet southwesterly therefrom 167.20 feet, more or less, to the place of beginning. Being part of Lots Nos. 52 and 53, Plat No. 3 Linthicum Heights, said Plat being recorded among the Land Records of Anne Arundel County in Plat Book G.W. No. 1, Section 3, folio 337, now recorded in Plat Cabinet No. 2, Rod D-8, Plat 337.

BEING the same lot of ground described in an Assignment of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and assigned by John C. Fisher and wife to the within named Mortgagors.

This mortgage is given to secure a part of the purchase price of the above described lands and premises.

Petitioner's Exh. No. 1

No. 9873 Equity

Filed January 7, 1950

2

4

Together with all buildings and improvements now and hereafter on said land, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

To HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein with the benefit of renewal forever; subject to the payment of the annual rent of Fifty-four (54) Dollars, payable half-yearly on the first days of May and November 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 consitute a waiver of the right to exercise it at any other time.

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 debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid, the following sums:

(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 rent, if any, taxes, special assessments, fire and other hazard-insurance premiums;
(II) interest on the mortgage debt secured hereby; and
(III) amortization of the principal of said debt.

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 the 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 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 mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any balance remaining in the funds accumulated 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 in the funds accumulated under (a) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid under 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 fire and such other hazard insurance as the Mortgagee may require on the improvements now or hereafter on said premises, but shall not be required to maintain amounts in excess of the aggregate unpaid indebtedness secured hereby, 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 the 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 durchaser 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.

In case of default in any of the payments, covenants or conditions of this mortgage continuing for the space of Thirty (30) - - - - - - days, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, its successors and assigns, or James K. Cullen, - - - - - - - - , 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 or their heirs 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, 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 counsel fee of Fifty Dollars ($ 50.00) 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; second, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; third to reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

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.

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 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 Mortgager(s) on the day and year first above written.

Witness:

Nancy B. Edwards
Nancy B. Edwards

Joseph B. Garey, Jr. [SEAL]
Joseph B. Garey, Jr.

Janna M. Garey [SEAL]
Janna M. Garey

[SEAL]

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 23rd day of December, 1946, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared JOSEPH B. GAREY, Jr. and JANNA M. GAREY, 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.

Nancy B. Edwards
Nancy B. Edwards,

~~"FOR VALUE RECEIVED The Annapolis Banking and Trust Company does hereby assign, without recourse, the within mortgage and debt thereby secured unto The RFC Mortgage Company.~~

~~IN WITNESS WHEREOF, the bank has caused this instrument to be executed by L. J. O'Connor, Jr., Vice President, and its seal affixed and duly attested by Kenneth E. Jacobs, Assistant Secretary, this 11th day of March, 1947."~~

~~THE ANNAPOLIS BANKING AND TRUST COMPANY~~

~~By L. J. O'Connor, Jr.~~
~~L. J. O'Connor, Jr., Vice President~~

~~Kenneth E. Jacobs~~
~~Kenneth E. Jacobs, Assistant Secretary~~

The Annapolis Banking and Trust Company hereby assigns the within mortgage to John B. Rowe, Attorney, for the purpose of foreclosure, this twenty-seventh day of December, 1949.

THE ANNAPOLIS BANKING AND TRUST COMPANY

TEST:

Kenneth E. Jacobs
Kenneth E. Jacobs, Assistant Secretary

By L. J. O'Connor, Jr.
L. J. O'Connor, Jr., Vice President

STATE OF MARYLAND

COUNTY MORTAGE

JOSEPH B. GAREY, Jr. & JANNA M. GAREY, wife
TO
THE ANNAPOLIS BANKING & TRUST COMPANY

Received for Record 30 Dec, 1946 at 1 o'clock P M.
Same day recorded in Liber No. 376 Folio 94, etc., one of the Mortgage Records of County and examined per John A. Hopkins 3rd, Clerk.
Cost of Records, $

Received for Record 30 Day of Dec 1946 at 1 o'clock P.M. and the same day recorded in Liber No. 376 Fol. 94, Land Records of Anne Arundel County.
John A. Hopkins 3rd Clerk

☆ U. S. GOVERNMENT PRINTING OFFICE

Milita· Affidavit under Soldiers' and Sailors' C l Relief Act of 1940
and Amendment thereto of October 6, 1942

LIBER 101 PAGE 506

JOHN B. ROWE, ASSIGNEE

vs.

JOSEPH B. GAREY, JR. and

JANNA M. GAREY, his wife

IN THE

Circuit Court ~~No. 2~~

FOR

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY IN EQUITY
No. 9873

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 James K. Cullen, Attorney for The Annapolis Banking & Trust Company

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 defendants ~~is~~ are not in the military service of the United States,

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

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

(4) said defendants ~~is~~ are not a member of the Enlisted Reserve Corps who has been ordered to report for military service.

Filed January 31, 1950.

James K. Cullen
Affiant.

Subscribed and sworn to before
me this 30th day of January 1950

Mary Ruth Mullineaux
Notary Public

Mary Ruth Mullineaux;

6

LIBER 101 PAGE 507

JOHN B. ROWE, Assignee	*	IN THE CIRCUIT COURT FOR
VS.	*	ANNE ARUNDEL COUNTY
JOSEPH B. GAREY and JANNA M. GAREY, his wife	*	IN EQUITY
	* * * * *	# 9873

STATEMENT OF MORTGAGE

Amount of principal mortgage debt from Joseph B. Garey and wife to the Annapolis Banking & Trust Company, dated December 23, 1946		$7000.00
Interest from October 1, 1949 to February 2, 1950		107.59
Total		7107.59
Less amount paid on account of principal	$629.48	
Balance to the credit of Mortgagor's Expense Account	10.06	
Total	639.54	639.54
Balance due Mortgagee to February 2, 1950		$6468.05

Filed January 31st 1950.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 30th day of January, 1950, before me, a Notary Public of the State of Maryland, in and for Howard County, personally appeared JOHN B. ROWE, 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.

Mary Ruth Mullineaux

Mary Ruth Mullineaux, Notary Public

7

6

Mortgagee and Attorney's Bond. 1-369 1m-12-32

LIBER 101 PAGE 508

227 ST. PAUL STREET
BALTIMORE, MD.

NEW AMSTERDAM
Casualty Company

60 JOHN STREET
NEW YORK

Know All Men by These Presents:

That we John B. Rowe, of 2 East 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 SIX THOUSAND FIVE HUNDRED AND 00/100 - - - - - - - - - - - - - - - ($6,500.00) - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made 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 27th day of January in the year nineteen hundred and fifty

Whereas, the above bounden John B. Rowe

by virtue of the power contained in a Mortgage from Joseph B. Garey, Jr. and Janna M. Garey, his wife, to The Annapolis Banking and Trust Company

bearing date the 23rd day of December nineteen hundred and forty-six and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 376, Folio 94, and assigned to the said John B. Rowe, [illegible]

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 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

Mary Ruth Mullineaux
Attest: Mary Ruth Mullineaux
Assistant Secretary

John B. Rowe (Seal)
John B. Rowe

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By
Vice-President J.F. Kiernan

Filed and Approved this 31st day of January 1950
John H. Hopkins, 3rd. Clerk.

Filed 31 January, 1950

LIBER 101 FOLIO 509

JOHN B. ROWE, ASSIGNEE	*	IN THE
VS.	*	CIRCUIT COURT
JOSEPH B. GAREY, JR. and JANNA M. GAREY, his wife	*	FOR
	*	ANNE ARUNDEL COUNTY
	* * * * * * * *	No. 9873 IN 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 the "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 Thursday, February 2, 1950, at 3 o'clock, p.m., attend on the premises and then and there sold by Public Auction the fee simple property mentioned and described in the mortgage filed in these proceedings, unto The Annapolis Banking & Trust Company, at and for the sum of Sixty-three hundred (6300) Dollars, the said purchaser at the price mentioned, being the highest bidder therefor.

Filed Feb. 4, 1950

Respectfully submitted,

John B. Rowe
Assignee of said Mortgage.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 3rd day of February, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for Howard County, personally appeared JOHN B. ROWE, Assignee, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true as stated, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Mary Ruth Mullineaux
Mary Ruth Mullineaux, Notary Public

9

ORDER NISI

LIBER 101 PAGE 510

John B. Rowe,
Assignee

versus

Joseph B. Garey, Jr., and
Joanna M. Garey, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 9873 Equity

Ordered, this 4th day of February, 1950, That the sale of the property mentioned in these proceedings made and reported by John B. Rowe, Assignee of said Mortgage Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 7th 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 7th day of March next.

The report states that the amount of sales to be $ 6300.00

John H. Hopkins 3rd. Clerk.

True Copy,

TEST: Clerk.

(Final Order)

John B. Rowe
Assignee

versus

Joseph B. Garey
and wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 15th day of March, 1950 that the sale made and reported by the ~~Trustee~~ Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
A. J.

10

11

ORDER NISI
IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 9873 Equity
JOHN B. ROWE, Assignee,
Vs.
JOSEPH B. GAREY, JR., and JANNA M. GAREY, his wife.

Ordered, this 4th day of February, 1950, That the sale of property mentioned in these proceedings made and reported by John B. Rowe, Assignee of said mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 7th 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 7th day of March next.

The report states that the amount of sales be $6,300.00.

f-22

JOHN H. HOPKINS, 3rd., Clerk.

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

Filed Mar. 13 1950

No. MG.....

11.

LIBER 101 PAGE 511 OFFICE F

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 1, 1950

We hereby certify, that the annexed

Order Nisi - Eq # 9873

Joseph B. Garey, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 7th day of March, 1950. The first insertion being made the 8th day of February, 1950

THE CAPITAL-GAZETTE PRESS, INC.

By R. P. Brown

LIBER 101 PAGE 512

OFFICE OF

Maryland Gazette #9873 Equity

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 23, 1950

We hereby certify, that the annexed

Notice of Mortgage Sale

Joseph B. Carey, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 8th day of February, 1950. The first insertion being made the 11th day of January, 1950

THE CAPITAL-GAZETTE PRESS, INC.

By R. L. Braun

Filed June 23, 1950

6597

No. MG duplicate 12

15

LIBER 10[illegible] [illegible]5[illegible]

MORTGAGE SALE

Of valuable leasehold property situate on the northwest side of Patapsco Road, at a distance of 587.75 feet northeasterly from Charles Road, North Linthicum, Anne Arundel County, Maryland.

By virtue of the power contained in a mortgage from Joseph B. Garey, Jr., and Jumna M. Garey, his wife, to The Annapolis Banking & Trust Company, dated December 28 ,1946, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 376 folio 94, 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

THURSDAY, FEBRUARY 2, 1950
AT 3 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 thereof on the northwest side of Patapsco Road at a distance of 587.75 feet northeasterly from Charles Road said place of beginning being at a point distant 5 feet Southwesterly from the dividing line between Lots Nos. 52 and 53 and running thence Northeasterly binding on the Northwest side of Patapsco Road 50 feet to a point distant 5 feet Southwesterly from the dividing line between Lots Nos. 51 and 52, thence Northwesterly parallel to said last mentioned dividing line and distant 5 feet Southwesterly therefrom 167.07 feet, more or less, to a point formerly the center line of a 14 foot alley now closed (see Assignment between J. Charles Linthicum and wife and S. Everett Stein, et al, recorded among the Land Records of Anne Arundel County on May 18, 1925), thence Southwesterly binding on center of said former alley 50 feet to a point distant 5 feet Southwesterly from the dividing line between Lots Nos. 52 and 53, thence Southeasterly parallel to said dividing line and distant 5 feet Southwesterly therefrom 167.20 feet, more or less, to the place of beginning. Being part of Lots Nos. 52 and 53, Plat No. 3 Linthicum Heights, said Plat being recorded among the Land Records of Anne Arundel County in Plat Book G. W. No. 1, Section 3, folio 337, now recorded in Plat Cabinet No. 2, Rod D-8, Platt 337.

TERMS OF SALE: A deposit of $500.00 will be required of the purchaser at the time of sale and the balance of the purchase money, with interest thereon at the rate of 6 per cent per annum, to be paid in cash, upon final ratification of the sale.

Taxes and all other expenses, including Anne Arundel County Sanitary charges; if any, to be adjusted to day of sale.

JOHN B. ROWE, Assignee.
T. C. W. HOBBS & COMPANY,
Auctioneers.

f-1

In the Case of

John B. Rowe,
Assignee,
vs.
Joseph B. Garey, Jr.,
and
Janna M. Garey, his wife

In the
Circuit Court
For
Anne Arundel County

No. 9873 Equity

To the Honorable, the Judges of said Court:

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

March 23, 1950.

All of which is respectfully submitted.

Laura K. Jickling
Auditor.

Copy of the within Order Nisi received
Maryland Gazette March 1950
Per. Bernard Acing

12

13

Dr. John B. Rowe, Assignee, vs. Joseph B. Garey, Jr., and Janna M. Garey, his wife in ac.

To Assignee for Fee, viz:	50	00		
To Assignee for Commissions, viz:	219	00	269	00
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	18	75		
Auditor - stating this account	9	00	37	75
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	34	00		
Capital-Gazette Press - order nisi (sale)	5	00		
Capital-Gazette Press - order nisi (acct)	5	00		
The Sun - advertising sale	7	20		
New Amsterdam Casualty Co.- bond premium	26	00		
T. C. W. Hobbs - auctioneer's fee	25	00		
One-half Federal revenue stamps	3	58		
One-half State revenue stamps	3	57		
Mary Ruth Mullineaux - notary fees	1	50		
Clerk of Court - recording assignment		75	111	60
To Assignee for Taxes, viz:				
1950 State and County taxes ($64.70 - adjusted to 2/2/50)	5	84	5	84
To Assignee for Benefit Charges, viz:				
1950 Water main and sewer benefit charges ($14.00 - adjusted to 2/2/50)	1	25		
Water service charge from 9/1/49 to 12/1/49	3	00	4	25
To Annapolis Banking & Trust Company, mortgagee - this balance on account mortgage claim	5,871	56	5,871	56
			6,300	00
Amount of mortgage claim filed	6,468	05		
Cr. Amount allowed as above	5,871	56		
Balance subject to decree in personam	596	49		

14

with John B. Rowe, Assignee Cr.

1950				
Feb.	2	Proceeds of Sale	6,300 00	6,300 00
				6,300 00

LIBER 101 PAGE 517

ORDER NISI

J

John B. Rowe, Assignee

VERSUS

Joseph B. Garey, Jr.,

and

Janna M. Garey, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 9873 Equity.

ORDERED, This 28th day of March, 19 50, That the Report and Account of the Auditor, filed this day in the above entitled cause,

13

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 28th 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 28th day of April next.

John W. Hopkins 3rd

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 4th day of March, 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~~ Assignee 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 MAR -5 AM 9:29

16

LIBER 101 PAGE 518

ORDER NISI

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 9873 Equity
JOHN B. ROWE, Assignee
Vs.
JOSEPH B. GAREY, JR., and JANNA M. GAREY, his wife

Ordered, this 28th day of March, 1950, 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 28th 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 28th day of April next.

JOHN H. HOPKINS, 3rd., Clerk.

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

a-10

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 6, 1950

We hereby certify, that the annexed

Order Nisi - Eq. #9873
Auditor's Account
Joseph B. Garey, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 28th day of April, 1950. The first insertion being made the 6th day of April, 1950

THE CAPITAL-GAZETTE PRESS, INC.

By R. L. Braun

FILED
1957 MAR -2 AM 11:35

No. MG 5254

17

LIBER 101 PAGE 519

#9929 Eq.

J. Irvin McCourt, Assignee of The State Mutual Building Association of Baltimore City, a body corporate,	:	IN THE CIRCUIT COURT
	:	
	:	OF
vs.	:	ANNE ARUNDEL COUNTY
John A. Ludwig and Dorothy E. Ludwig, his wife.	:	No. 9929
	:	

Filed April 13, 1950

Mr. Clerk:

Please docket the above entitled case and file the accompanying mortgage from John A. Ludwig and Dorothy E. Ludwig, his wife, to The State Mutual Building Association of Baltimore City, a body corporate, the same having been assigned to J. Irvin McCourt, dated December 16, 1948 and recorded among the Mortgage Records of Anne Arundel County in Liber J.H.H. No. 505, folio 373, which mortgage was made to secure the repayment of the sum of $1600. and interest, said mortgage being marked for identification "Plaintiff's Exhibit No. 1", and is in default.

J. Irvin McCourt
Attorney for Plaintiff

This Mortgage, Made this 16th day of December

in the year one thousand nine hundred and forty-eight between

John A. Ludwig and Dorothy E. Ludwig, his wife,

of Anne Arundel County, in the State of Maryland, hereinafter called Mortgagors, and

The State Mutual Building Association of Baltimore City

a body corporate, duly incorporated, hereinafter called Mortgagee.

Whereas, the said mortgagors, being members of said mortgagee, have received therefrom an advance of Sixteen Hundred ($1600.00) - Dollars, upon shares of its stock, representing part of the purchase price of the hereinafter described property, the execution of this mortgage having been a condition precedent to the granting of said advance.

And Whereas, the said mortgagors have agreed to repay to the mortgagee the sum so advanced in the following manner:

By the payment of Seventeen and 77/100 ($17.77) - - - - - - - - - - - - - - - - dollars plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments on or before the 16th - day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum.

NOW THEREFORE, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said mortgagor(s) do(th) grant, convey and assign unto said THE STATE MUTUAL BUILDING ASSOCIATION OF BALTIMORE CITY, its successors and assigns, all those lot(s) of ground situate and lying in Anne Arundel County, State of Maryland, and described as follows:

BEGINNING, - for the same, being all those lots of ground known as Lots Nos. 10, 11 and 12, as shown on the Plat of Sub-division of portion of the property of Fred D. Reinhardt and Gertrude M. Reinhardt, his wife, located in the Third Election District of Anne Arundel County, Maryland, prepared by S. J. Martinet and Company, Civil Engineers and Surveyors, dated March, 1942, and additions made November-December, 1946, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 3, Rod E-9, Plat No. 7.

BEING the same property described in deed dated April 9, 1947 and recorded among the LandRecords of Anne Arundel County in Liber J.H.H. No. 402, folio 440, from Fred C. Reinhardt and wife to the Mortgagors herein.

AND WHEREAS This Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland of 1945 or any Amendment thereto.

TOGETHER with the buildings and improvements thereupon, and the rights and alleys, ways, waters, privileges, appurtenances, fixtures, accessories, oil burner, heating plant and advantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lot(s) of ground, with the improvements and appurtenances aforesaid, unto the said mortgagee, its successors and assigns; ~~subject to the payment of the annual ground rent of~~ in fee-simple.

IF, HOWEVER, the said mortgagor(s), his, her or their heirs, personal representatives or assigns, shall make the payments and perform the covenants herein on his, her or their part contained, then this mortgage shall be void.

AND the said mortgagor(s) for himself, his, her or their heirs, personal representatives or assigns, covenant(s) with the said mortgagee, 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 ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable, when payable. The mortgagee being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of 6% per annum from the date of said payment, and said mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon.

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

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

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

VIII. To be bound by the Constitution and By-Laws of said mortgagee.

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 it shall be lawful for the said Mortgagee, its successors or assigns, or for J. Irvin McCourt, 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 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.

LIBER 505 PAGE 375

AND the said mortgagors covenant to warrant specially the said property, and to execute such further assurances thereof as may be requisite.

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

WITNESS:

Dorothea B. Marling

Dorothea B. Marling

John A. Ludwig [SEAL]

John A. Ludwig

[SEAL]

Dorothy E. Ludwig

[SEAL]

[SEAL]

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, that on this 16th day of December 19 48, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared John A. Ludwig and Dorothy E. Ludwig, his wife, Mortgagors, and acknowledged the aforegoing Mortgage to be their act. At the same time also personally appeared Chas. C. Duke, President and Agent of The State Mutual Building Association of Baltimore City, Mortgagee, and made oath, in due form of law, that the consideration set forth in said Mortgage is true and bona fide as therein set forth, and also made oath that he is the Agent of said Mortgagee, duly authorized to make this affidavit. As witness my hand and Notarial Seal.

Dorothea B. Marling

Dorothea B. Marling *Notary Public.*

DOROTHEA B. MARLING NOTARY PUBLIC BALTIMORE CITY, MD.

Recorded Dec. 20th. 1948 at 11:20 A.M.

MORTGAGE

FROM

John A. Ludwig and Dorothy E. Ludwig, his wife,

TO

The State Mutual Building Association

OF

BALTIMORE CITY

Block No. _____

Received for Record Dec 30 1948 at 11-20 o'clock P M. Same day recorded in Liber J. H. No. 505 folio 373, &c., one of the Land Records of Baco, and examined per [signature] Clerk.

GALVIN & McCOURT
Attorneys at Law
815 Mercantile Trust Building
Baltimore 2, Md.

FOR VALUE RECEIVED, The State Mutual Building Association of Baltimore City hereby assigns the within mortgage to J. Irvin McCourt for purposes of foreclosure.

AS WITNESS the corporate seal of The State Mutual Building Association of Baltimore City, a body corporate, and the signature of Chas. C. Duke, the President thereof, duly attested this 1st day of April, 1950.

Attest: [signature]
A. B. Dubel - Secty.

THE STATE MUTUAL BUILDING ASSOCIATION OF BALTIMORE CITY

BY: [signature]
Chas. C. Duke - Pres.

"PLAINTIFF'S EXHIBIT NO. 1"

SHORT ASSIGNMENT

OF MORTGAGE

FROM

The State Mutual Building Association of Baltimore City

TO

J. Irvin McCourt

BLOCK

Received for Record April 13 1950 *at* 9-30 *o'clock* A *M. Same day Recorded in Liber* ~~M. I. P.~~ H. *No.* 505 *Folio* 375 *etc., one of the Records of* ~~Baltimore City~~ Baco, *and examined.*

Per [signature] *Clerk.*

1.00

Military Affidavit under Soldiers' and Sailors' Civil Relief Act of 1940 and amendment thereto of October 6, 194

LIBER 101 PAGE 524

J. Irvin McCourt, Assignee of The State Mutual Building Association of Baltimore City

vs.

John A. Ludwig and Dorothy E. Ludwig, his wife.

IN THE

CIRCUIT COURT

—OF—

ANNE ARUNDEL COUNTY
~~BALTIMORE CITY~~

Docket ..... Fol. .....

Filed April 13 1950

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 Chas. C. DUke, President of The State Mutual Building Association of Baltimore City,

and made oath in due form of law that he (she) knows the defendant herein, and that to the best of his (her) information, knowledge and belief

(1) said defendant is not in the military service of the United States,

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

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

(4) said defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for military service.

THE STATE MUTUAL BUILDING ASSOCIATION
OF BALTIMORE CITY

BY: _____
Affiant.
Chas. C. Duke - President

Subscribed and sworn to before me this 17th day of April 19 50.

_____
Notary Public
Dorothea B. Marling

6

J. Irvin McCourt, Assignee of The State Mutual Building Association of Baltimore City, a body corporate,	:	IN THE CIRCUIT COURT
	:	OF
vs.	:	ANNE ARUNDEL COUNTY
John A. Ludwig and Dorothy E. Ludwig, his wife.	:	No. 9929 Equity

Filed May 2, 1950.

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of J. Irvin McCourt, Assignee of The State Mutual Building Association of Baltimore City, under mortgage from John A. Ludwig and Dorothy E. Ludwig, his wife, to The State Mutual Building Association of Baltimore City, assigned to J. Irvin McCourt, dated December 16, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 505, folio 373.

Mortgage Loan	$ 1600.00
Payments	49.26
	$ 1550.74
Interest	31.51
	$ 1581.25

J. Irvin McCourt

J. Irvin McCourt, Assignee of The State Mutual Building Association of Baltimore City

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on first day of May, 1950, before me, a Notary Public of the State and City aforesaid, personally appeared J. Irvin McCourt, Assignee of The State Mutual Building Association of Baltimore City and Chas. C. Duke, President of The State Mutual Building Association of Baltimore City, the plaintiff in the above entitled cause, and on its behalf 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.

WITNESS my hand and Notarial Seal.

Dorothea B. Marling

Dorothea B. Marling - Notary Public

DOROTHEA B. MARLING NOTARY PUBLIC BALTIMORE, MD.

7

Jud. 14042.

MORTGAGEE OR ATTORNEYS' BOND LIBER 101 PAGE 526 No. 9929 Equity

Know all Men by these Presents:

THAT WE J. IRVIN McCOURT, ASSIGNEE of THE STATE MUTUAL BUILDING ASSOCIATION of BALTIMORE CITY, MD. 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 ($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 FIRST day of MAY in the year of our Lord nineteen hundred and FIFTY.

WHEREAS, the above bounden J. IRVIN McCOURT, assignee by virtue of a power contained in mortgage from JOHN H. LUDWIG and DOROTHY E., HIS WIFE to THE STATE MUTUAL BUILDING ASSOCIATION of BALTIMORE, MD. dated DEC 16TH 1948 and recorded in Liber J.H.H. No. 505 folio 373 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 J. IRVIN McCOURT, assignee 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

J. Irvin McCourt [SEAL]
J. IRVIN McCOURT, assignee

[SEAL]

MARYLAND CASUALTY COMPANY

By Ralph Hollister [SEAL]
ATTORNEY-IN-FACT

ATTEST: Dorothea B. Marking

Filed May 2" 1950

approved this 2" day of May 1950
John H. Hopkins, 3rd. Clerk.

J. Irvin McCourt, Assignee of The State Mutual Building Association of Baltimore City, a body corporate,	:	IN THE CIRCUIT COURT
	:	OF
vs.	:	ANNE ARUNDEL COUNTY
John A. Ludwig and Dorothy E. Ludwig, his wife.	:	No. 9929 Equity
	:	

Filed May 20, 1950

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

The Report of Sale of J. Irvin McCourt, Assignee, authorized by the mortgage filed herein to make sale of certain fee-simple property in these proceedings mentioned respectfully shows:

That after giving bond with security for the faithful discharge of the trust reposed in him, which was duly 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 the 18th day of May, 1950, at 3 o'clock P. M., attend on the premises and then and there sold said property in the following manner:

Assignee offered at public sale to the highest bidder the property mentioned in said mortgage situate in Anne Arundel County, State of Maryland, and described as follows:

9

J. IRVIN McCOURT, Attorney
815 Mercantile Trust Building
Baltimore 2, Md.

ASSIGNEE'S SALE
OF
VALUABLE FEE SIMPLE RESIDENTIAL PROPERTY
ONTING AVENUE, NEAR GIBSON ISLAND ROAD
(FORMERLY MOUNTAIN ROAD)
KNOWN AS JOHN A. AND DOROTHY E. LUDWIG PROPERTY.

Under and by virtue of the power and authority contained in a mortgage from John A. Ludwig and Dorothy E. Ludwig, his wife, to the State Mutual Building Association, Baltimore City, a body corporate, dated December 16, 1948 and recorded among the mortgage records of Anne Arundel County, Md., in Liber JHH 505, Folio 373, etc., default having occurred there under and being duly assigned to J. Irvin McCourt, the undersigned Assignee, will sell at public auction, on the premises, on

THURSDAY, MAY 18, 1950
AT 3 O'CLOCK P. M.

All that lot of ground and the improvements thereon, situate in Anne Arundel County, Md., and described as follows:

BEING all those fee simple lots of ground known as Lots 10, 11 and 12 as shown on the Plat of Sub-Division of portion of the property of Fred D. Reinhardt and Wife, located in the Third Election District of Anne Arundel County, which plat is recorded in Plat Records of said County in Plat Cabinet No. 3, Rod E-9, Plat No. 7, said lots having a frontage on Onting Avenue of 180 feet more or less, beginning approximately 188 feet more or less northeast of Gibson Island Road (formerly Mountain Road).

Sale to be made subject to restrictions of record and also subject to a prior mortgage, the exact amount to be announced at time of sale.

Improved by a frame dwelling, containing 5 rooms and bath, also unfinished attic.

Terms of Sale: A deposit of $500 cash will be required of the purchaser at time and place of sale. Balance of purchase money to be payable upon final ratification of sale by the Circuit Court of Anne Arundel Co., Md., Taxes, and all other expenses, to be adjusted to day of sale. Interest charged on unpaid purchase money from day of sale to date of settlement.

J. IRVIN McCOURT, ASSIGNEE
E. T. NEWELL & CO., INC.,
AUCTIONEERS.

m-3

That the highest bidder was Title, Inc., 815 Mercantile Trust Building, Baltimore, Maryland, and it purchased said property for the sum of $1000. in fee simple, subject to a prior mortgage in the sum of $4450.85.

J. Irvin McCourt

J. Irvin McCourt, Assignee of The State Mutual Building Association of Baltimore City

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 19th day of May, 1950, before me, the subscriber, a Notary Public of the State and City aforesaid, personally appeared J. Irvin McCourt, Assignee aforesaid, 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.

Dorothea B. Marling

Dorothea B. Marling - Notary Public

10

ORDER NISI

LIBER 101 PAGE 530

J. Irvin McCourt, Assignee of The State Mutual Building Association of Baltimore City, a body corporate

versus

John A. Ludwig and Dorothy E. Ludwig, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 9929 Equity

Ordered, this 20 th day of May, 1950, That the sale of the property mentioned in these proceedings made and reported by J. Irvin McCourt, Assignee

~~Trustee~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19 th 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 19 th day of June next.

The report states that the amount of sales to be $ 1,000

Chas. H. Hopkins 3rd Clerk.

True Copy,

TEST: ~~Clerk.~~

(Final Order)

J. Irvin McCourt, Assignee of The State Mutual Building Association of Baltimore City, a body corporate

versus

John A. Ludwig and Dorothy E. Ludwig, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 7 Aug. 1950

ORDERED BY THE COURT, This 7 th day of August, 19 50 that the sale made and reported by the ~~Trustee~~ Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson Judge.

11

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 9929 Equity

J. IRVIN McCOURT, Assignee of The State Mutual Building Association of Baltimore City, a body Corporate

Vs.

JOHN A. LUDWIG and DOROTHY E. LUDWING, his wife

Ordered, this 20th day of May, 1950. That the sale of the property mentioned in this proceedings made and reported by J. Irwin McCourt, Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19th day of June next; Providing, 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 June next.

The report states that the amount of sales to be $1,000.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy. TEST:

JOHN H HOPKINS, 3rd., Clerk.

5-7

Filed Aug 4 1950

No. MG. 5137

12

LIBER 101 PAGE 531 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 28, 1950

We hereby certify, that the annexed

Order Nisi - Eq # 9929

John A. Ludwig

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 19 th day of June, 1950. The first insertion being made the 24 th day of May, 1950

THE CAPITAL-GAZETTE PRESS, INC.

By R. L. Braun

In the Case of

J. Irvin McCourt,
Assignee, etc,

vs.

John A. Ludwig
and
Dorothy E. Ludwig, his wife

In the

Circuit Court

For

Anne Arundel County

No. 9929 Divorces

To the Honorable, the Judges of said Court:

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

August 26, 1950.

All of which is respectfully submitted.

Laura R. Jickling
Auditor.

Copy of Within Order Not received by Maryland Gazette this 30th day of September 1950

Per: Ernest [illegible]

13

Dr. J. Irvin McCourt, Assignee, etc, vs. John A. Ludwig and Dorothy E. Ludwig, his wife in ac.

To Assignee for Commissions, viz:	58	00		
To Assignee for Fee, viz:	50	00	108	00
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	18	75		
Chas. M. Russell - Sheriff's costs	2	90		
Auditor - stating this account	9	00	40	65
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	30	00		
Capital-Gazette Press - order nisi (sale)	5	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	10	50		
Maryland Casualty Co. - bond premium	10	00		
E. T. Newell & Co., Inc. - auctioneer's fee	25	00		
Dorothea B. Marling - notary fees	1	50		
Clerk of Court - recording assignment	1	00		
One-half Federal revenue stamps		55		
One-half State revenue stamps		55	90	10
To The State Mutual Building Ass'n of Baltimore City, mortgagee - this balance on account mortgage claim	761	25	761	25
			1,000	00
Amount of mortgage claim filed	1,581	25		
Cr. Amount allowed as above	761	25		
Balance subject to decree in personam	820	00		

with J. Irvin McCourt, Assignee Cr.

1950				
May	18	Proceeds of Sale	1,000 00	1,000 00
				1,000 00

15'

Filed Sept 30 1950

LIBER 101 PAGE 535

ORDER NISI

J. Irvin McCourt,
Assignee, etc.,
VERSUS
John A. Ludwig
and
Dorothy E. Ludwig, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 9929 Equity.

ORDERED, This 30th day of September, 19 50, 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 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 30th day of October next.

Edward Hopkins 3rd

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 4 day of March, 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~~ Assignee 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 MAR -5 AM 9:29

16

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 9920 Equity
J. IRVIN McCOURT, Assignee of THE STATE MUTUAL BUILDING ASSOCIATION OF BALTIMORE CITY, a body corporate
Vs.
JOHN A. LUDWIG AND DOROTHY E. LUDWIG, his wife.

Ordered, this 30th day of SEPTEMBER, 1950, 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 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 30th day of OCTOBER next.

JOHN H. HOPKINS, 3rd., Clerk.

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

o-18

LIBER 101 PAGE 536 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 1, 1950

We hereby certify, that the annexed

Order Nisi - Eq #9929

John Ludwig

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 October, 1950. The first insertion being made the 4th day of October, 1950

THE CAPITAL-GAZETTE PRESS, INC.

By R. L. Braun

FILED

1957 MAR -2 AM 11:35

No. MG. 2773

17

75

LIBER 101 PAGE 537

A. JEROME DIENER, Assignee	*	IN THE
	*	CIRCUIT COURT
vs.	*	OF
SAMUEL M. GIVOT and MASHA GIVOT, his wife	*	ANNE ARUNDEL COUNTY
	#	
	*	9951 IN EQUITY

****

Mr. Clerk:

Please docket suit on the mortgage filed herewith and marked Petitioner's Exhibit A.J.D. No. 1[a], a default having occurred.

A. Jerome Diener

filed May 11th 1950.

1

LIBER 101 PAGE 538
MORTGAGE FEE—COUNTY—34

PETTTIONER'S EXHIBIT A.J.D.NO. 1

LIBER 508 PAGE 189

This Mortgage,

Made this 15th day January in the year nineteen hundred and Forty Nine , by and between Samuel M Givot and Masha Givot his wife,

Mortgagor s of Washington, D.C. in the State of Maryland, of the first part, and Sophia Berlin of Baltimore City, Maryland.

Mortgagee , of the second part.

Whereas the Mortgagors are justly and fully indebted to and unto Sophia Berlin in the full and just sum of Three Thousand Dollars, ($3,000.00) as evidenced by a note of even date herewith payable as follows: Seventeen payments as follows:

On May 1st, 1949., $176.96., and on the first day of each and every succeeding month the sum of $176.44., until the full principal debt is paid with interest at the rate of Six per cent per annum payable semi-annualy until ful sum is repaid.

No. 9951 Equity

Filed May 11th 1950

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagor s Samuel M Givot and Masha Givot

do grant and convey unto the said Mortgagee Sophia Berlin , her ********** heirs and assigns, in fee simple, all of the mortgagors undivided onethird interest ********** those two lots or parcel of ground situate and lying in Fourth Election District of ********** Anne Arundel ********** County, aforesaid, and described as follows:

All those two parcels of Ground located near Fort George Meade., near Odenton Anne Arundel County, and improvements thereon:

Described by metes and bounds in a deed to Samuel M Givot, et al., from Harry Plisnerr and wife, dated October 1, ~~1940~~ 1945., and recorded among the Land records of Anne Arundel County in Liber J.H.H. No. 359 folio 411.,

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 **Sophia Berlin**

her heirs and assigns, forever.

PROVIDED, that if the said **Samuel M Givot and Masha Givot, his wife**

their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of **Three Thousand** ********** Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the

********** **Mortgagors**********

shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mort-

gage debt and interest, the said **Mortgagors**************************** for **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 of either of them, at any time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said **Mortgagees**

** **her** personal representatives, or assigns, or **Louis M Strauss** **her** ~~their~~ Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in **Anne Arundel** county, and such other notice as by the said Mortgagee **her** personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of **one hundred**---------- dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee 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 Mortgagor **her** personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagor**s** for ---**their**------- heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for **Anne Arundel**------------ County in Equity, which said expenses, costs and commission the said Mortgagor for **their** heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, **her** personal representatives or assigns, or **Louis M Strauss** ---------------- 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 ----**their**------------ personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee **her** personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least **Three Thousand**---------------------------------- Dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagee **her** personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee **her** personal representatives and assigns.

WITNESS the hand and seal of the said Mortgagor

Test:

Herman Weinstock
HERMAN WEINSTOCK

HERMAN WEINSTEIN NOTARY PUBLIC BALTIMORE, MD.

Samuel M. Givot (Seal)
Samuel M Givot

Masha Givot (Seal)
Masha Givot

______________________(Seal)

______________________(Seal)

4

LIBER 508 PAGE 192

STATE OF MARYLAND, **Baltimore City** CXXXXXXXX TO WIT: LIBER 101 PAGE 541

I Hereby Certify, that on this 15th day of **January** in the year nineteen hundred and **forty nine** before me, **a Notary Public** ---------- of the State of Maryland, in and for the County aforesaid, personally appeared **Samuel M Givot** and ---------- **Masha Givot**, **his wife** ********** the Mortgagor named in the aforegoing Mortgage and **they** acknowledged the aforegoing Mortgage to be **their** act. At the same time also appeared **Sophia Berlin** 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.

Herman Weinstock
Notary Public.
HERMAN WEINSTOCK.

RECORDED -18th-Jany-1949-at-10:00-A.M.

I HEREBY ASSIGN the within mortgage to A, JEROME DIENER, for the purpose of foreclosure.

AS WITNESS my hand and seal this 1st day of March, 1950.

WITNESS:

H. Lee Brill
H. LEE BRILL

Sophia Berlin (SEAL)
Sophia Berlin

MORTGAGE

FROM
Samuel M Givot And
Masha Givot, his wife

TO
Sophia Berlin

BLOCK NO.

Received for Record Jany 18, 1949
at 10 o'clock A M. Same day recorded
in Liber No. 508 Folio 189 &c.,
one of the Land Records of examined per
Clerk.
Cost of Record, $4.35 Land.

The Daily Record Company, Baltimore, Md.

5

LIBER 101 PAGE 542

A. JEROME DIENER, Assignee 218 E. LEXINGTON ST. BALTIMORE 2, MARYLAND vs.	*	IN THE
	*	CIRCUIT COURT
	*	FOR
SAMUEL M. GIVOT and MASHA GIVOT, his wife	*	ANNE ARUNDEL COUNTY
	* # 9951	IN EQUITY

****

STATEMENT OF MORTGAGE CLAIM

State of Mortgage Claim of A. Jerome Diener, Assignee, under the mortgage from Samuel M. Givot and Masha Givot, his wife, to Sophia Berlin, dated the 15th day of January, 1949, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 508 folio 189, etc.

Mortgage Loan January 15, 1949	$3,000.00
Principal payment a/c of mortgage	1,061.76
Principal Balance	$1,938.24
Interest from 5/1/49-5/1/50	116.29
Advanced for one-third taxes, etc. 1947, 1948, 1949, 1950	368.87
	$2,423.40

filed May 11th 1950.

6

LIBER 101 PAGE 543

A. JEROME DIENER, ASSIGNEE	*	IN THE CIRCUIT COURT
vs.	*	FOR
SAMUEL M. GIVOT and MASHA GIVOT, HIS WIFE'	*	ANNE ARUNDEL COUNTY IN EQUITY

****

#9951

Filed May 18, 1950

MILITARY AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That before, the subscriber, a Notary Public in and for the City and State aforesaid, personally appeared SOPHIA BERLIN, and made oath in due form of law that she knows the defendants herein, and that to the best of her information, knowledge and belief, the said defendants are not in the military service of the United States, they are not in the military service of any nation allied with the United States, they have not been ordered to report for induction under the Selective Training and Service Act of 1940, as amended, nor are they members of the Enlisted Reserve Corp who have been ordered to report for military service.

AS WITNESS my hand and Notarial Seal this 15th day of May, 1950.

Bernice Samonadin
Notary Public

MD3228—500, 7-36 11500

LIBER 101 PAGE 544

American Bonding Company
OF BALTIMORE

HOME OFFICE: BALTIMORE, MARYLAND

#9951 - Equity

Mortgagee's or Attorney's Bond

KNOW ALL MEN BY THESE PRESENTS:

That we, A. Jerome Diener

402 Knickerbocker Building

Baltimore, 2, Maryland as Principal, and the AMERICAN BONDING COMPANY OF BALTIMORE, 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 THREE THOUSAND AND 00/100- - - - - - - - - - - - - - - -($3,000.00)- - 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 12th day of May, in the year of our Lord nineteen hundred and fifty.

WHEREAS, the above bounden A. Jerome Diener

by virtue of the power contained in a mortgage from Samuel M. Givot and Masha Givot, his wife to Sophia Berlin bearing date the 15th day of January, 1949 and recorded among the mortgage records of Anne Arundel County in Liber J. H. H. No. 508 Folio 189 and duly assigned of record to A. Jerome Diener, who

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 A. Jerome Diener

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 A. Jerome Diener

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:

Bernice Samorodin

A. Jerome Diener (SEAL)

(SEAL)

As to Surety: AMERICAN BONDING COMPANY OF BALTIMORE

By K. Stolzenbach
K. Stolzenbach

By E. V. Shockley
E. V. Shockley, Attorney-in-fact

Filed May 18, 1950

8

State of Maryland, Baltimore City, sct: LIBER 101 PAGE 545

KNOW ALL MEN BY THESE PRESENTS: That the **AMERICAN BONDING COMPANY OF BALTIMORE,** 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.

AMERICAN BONDING COMPANY INCORPORATED 1894 OF BALTIMORE

WITNESS the seal of the said **AMERICAN BONDING COMPANY OF BALTIMORE** duly affixed by its Vice-President and attested by its Assistant Secretary, this **21st** day of **April, 1932.**

AMERICAN BONDING COMPANY OF BALTIMORE

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

May 12, 1950

AMERICAN BONDING COMPANY OF BALTIMORE

E. V. Shockley *Assistant Secretary.*

A. JEROME DIENER, ASSIGNEE	*	IN THE CIRCUIT COURT
vs.	*	FOR
SAMUEL M. GIVOT and MASHA GIVOT, his wife	*	ANNE ARUNDEL COUNTY
	*	No. 9951
	*	

REPORT OF SALE

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

The Report of Sale of A. Jerome Diener, Assignee in the above-entitled cause to make sale of one-third interest in the premises improved by a one-story frame building used as a Penny Arcade near Fort George G.Meade in the Fourth Election District of Anne Arundel County, as more fully described in the attached advertisement, 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 advertisement inserted in The Maryland Gazette, a weekly newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, said assignee did pursuant to said notice on Wednesday, the 7th day of June, 1950, at 11 o'clock a.m. attend at the Court House door, in Annapolis, Anne Arundel County, Maryland, and then and there sold the said one-third interest in said premises to Yale Gordon, the highest bidder therefor, at and for the sum of Twenty-three Hundred and Fifty Dollars ($2350.00), all of which purchase price has been paid.

Assignee

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 9th day of June, 1950, before me, the subscriber, a Notary Public of the city and state aforesaid, personally appeared A. JEROME DIENER, ASSIGNEE, and made oath that the matters and facts

stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

Bernice Samorodnitz
Notary Public

Legal Notices

Gomborov and Gomborov, Attorneys
218 E. Lexington Street
Baltimore 2, Maryland

ASSIGNEE'S SALE
OF
ONE-THIRD INTEREST IN
DESIRABLE FEE
SIMPLE PROPERTY

Improved by one story frame building used as a Penny Arcade near Fort George G. Meade in the Fourth Election District of Anne Arundel County.

Sale at Court House Door, Annapolis, Maryland.

WEDNESDAY, JUNE 7, 1950
AT 11 O'CLOCK A. M.

Descriptions

All those pieces or parcels of land situate, lying and being in the Fourth Election District of Anne Arundel County, Maryland, and described as follows:

1. Beginning for the same on the easternmost side of the county road leading to Odenton at a point distant south 10 degrees 37 minutes east 80.35 feet from the beginning of the fourth line of the land described in a deed dated April 17, 1941, and recorded in Liber J. H. H. No. 235, folio 150, from Egidio Rosati to Joseph Taylor, which line is also the southernmost line of Taylor Avenue there laid out, and running along the easternmost side of said county road and continuing the same course, south 10 degrees 37 minutes east 60 feet to a peg now set, said last-mentioned point being north 10 degrees 37 minutes west 30 feet from the northernmost side of Starr Lane; running thence north 79 degrees 28 minutes east and parallel with Taylor Avenue, 150 feet to a peg now set; thence north 10 degrees 37 minutes west and parallel to the county road, 60 feet to another peg now set; thence running south 79 degrees 28 minutes west and parallel with the second line of this description, 150 feet to the place of beginning.

2. Beginning for the same on the easternmost side of the county road leading to Odenton at the distance of 75.35 feet, south 10 degrees 37 minutes east from the corner formed by the intersection of said easternmost side of the county road leading to Odenton and the center line of Taylor Avenue 25 feet wide; thence binding on the easternmost side of the county road leading to Odenton, south 10 degrees 37 minutes east 5 feet to the end of the first line of the lot which was conveyed by Joseph Taylor to John T. Phillips, said point also being at the end of the fourth line of the lot which by a deed dated July 25, 1941, and recorded in Liber J. H. H. No. 240 folio 402, was conveyed by Joseph Taylor to Harry [illegible] and wife; thence binding on said fourth line reversely north 79 degrees 28 minutes east 150 feet to the beginning thereof; thence north 10 degrees 37 minutes west 5 feet; thence south 79 degrees 28 minutes west 150 feet to the place of beginning.

IMPROVED by one story frame building used as a Penny Arcade.

TERMS OF SALE: Cash deposit of $500.00 at time of sale; balance in cash upon ratification of sale by Circuit Court for Anne Arundel County in Equity. Balance of purchase money to bear interest from date of sale. All expenses to be adjusted to date of sale.

A. JEROME DIENER,
Assignee.

ALEX COOPER, Auctioneer. m-31

ORDER NISI

LIBER 101 PAGE 548

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

A. Jerome Diener, Assignee

versus

Samuel M. Girot and Masha Girot his wife

No. 9951 Equity

Ordered this 12" day of June, 1950, That the sale of the One Third Interest in Real Estate made and reported by A. Jerome Diener, Assignee ~~Trustee~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12" 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 12" day of July next.

The report states that the amount of sales to be $ 2350.00

John H. Hopkins 3rd Clerk.

True Copy,

TEST: Clerk.

(Final Order)

A. Jerome Diener, Assignee

versus

Samuel M. Girot, and Masha Girot, his wife

Filed 25 July 1950

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 25th day of July finally, 1950 that the sale made and reported by the ~~Trustee~~ ASSIGNEE aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ ASSIGNEE allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

15

Gamborow and Gamborow, Attorneys
218 E. Lexington Street
Baltimore 2, Maryland

ASSIGNEE'S SALE
OF
ONE-THIRD INTEREST IN
DESIRABLE FEE
SIMPLE PROPERTY

Improved by one story frame building used as a Penny Arcade near Fort George G. Meade in the Fourth Election District of Anne Arundel County. Sale at Court House Door, Annapolis, Maryland.

WEDNESDAY, JUNE 7, 1950
AT 11 O'CLOCK A. M.

Descriptions

All those pieces or parcels of land situate, lying and being in the Fourth Election District of Anne Arundel County, Maryland, and described as follows:

1. Beginning for the same on the easternmost side of the county road leading to Odenton at a point distant south 10 degrees 37 minutes east 80.85 feet from the beginning of the fourth line of the land described in a deed dated April 17, 1941, and recorded in Liber J. H. H. No. 235, folio 150, from Eglidio Rosati to Joseph Taylor, which line is also the southernmost line of Taylor Avenue there laid out, and running along the easternmost side of said county road and continuing the same course, south 10 degrees 37 minutes east 60 feet to a peg now set, said last-mentioned point being north 10 degrees 37 minutes west 30 feet from the northernmost side of Starr Lane; running thence north 79 degrees 28 minutes east and parallel with Taylor Avenue, 150 feet to a peg now set; thence north 10 degrees 37 minutes west and parallel to the county road, 60 feet to another peg now set; thence running south 79 degrees 28 minutes west and parallel with the second line of this description, 150 feet to the place of beginning.

2. Beginning for the same on the easternmost side of the county road leading to Odenton at the distance of 75.35 feet, south 10 degrees 37 minutes east from the corner formed by the intersection of said easternmost side of the county road leading to Odenton and the center line of Taylor Avenue 25 feet wide; thence binding on the easternmost side of the county road leading to Odenton, south 10 degrees 37 minutes east 5 feet to the end of the first line of the lot which was conveyed by Joseph Taylor to John T. Phillips, said point also being at the end of the fourth line of the lot which by deed dated July 25, 1911, and recorded in Liber J. H. H. No. 240 folio 402, was conveyed by Joseph Taylor to Harry Plissner and wife; thence binding on said fourth line reversely north 79 degrees 28 minutes east 150 feet to the beginning thereof; thence north 10 degrees 37 minutes west 5 feet; thence south 79 degrees 28 minutes west 150 feet to the place of beginning.

IMPROVED by one-story frame building used as a Penny Arcade.

TERMS OF SALE: Cash deposit of $500.00 at time of sale; balance in cash upon ratification of sale by Circuit Court for Anne Arundel County in Equity. Balance of purchase money to bear interest from date of sale. All expenses to be adjusted to date of sale.

A. JEROME DIENER,
Assignee.

ALEX COOPER, Auctioneer. m-31

LIBER 101 PAGE 549

OFFICE OF

Maryland Gazette

#945 Equity

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 6, 1950

We hereby certify, that the annexed

Notice of Assignee's Sale
⅓ Interest - Penny Arcade

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 June, 1950. The first insertion being made the 17th day of May, 1950

THE CAPITAL-GAZETTE PRESS, INC.

By R. L. Braun

Filed June 12 1950

LIBER 101 PAGE 550

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 9951 Equity

A. JEROME DIENER, ASSIGNEE,
Vs.
SAMUEL M. GIVOT and MASHA GIVOT, his wife

Ordered, this 12th day of JUNE, 1950, That the sale of the ONE THIRD INTEREST IN REAL ESTATE made and reported by A. JEROME DIENER, ASSIGNEE BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12th 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 12th day of July next.

The report states that the amount of sales to be $2350.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

Ju-28

Filed 27 June, 1950

No. MG. 5083
14

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 3, 1950

We hereby certify, that the annexed

Order Nisi—Eq. #9951

Samuel M. Givot

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 July, 1950. The first insertion being made the 14th day of June, 1950.

THE CAPITAL-GAZETTE PRESS, INC.

By R. L. Braun

In the Case of

LIBER 101 PAGE 551

A. Jerome Diener,
Assignee
vs.
Samuel M. Givot
and
Masha Givot, his wife

In the
Circuit Court
For
Anne Arundel County
No. 9951 Equity

To the Honorable, the Judges of said Court:

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

Filed Aug. 16, 1950.

August 10, 1950.

All of which is respectfully submitted.

Laura R. Jaklevic
Auditor.

15

Dr. A. Jerome Diener, Assignee, vs. Samuel M. Givot and Masha Givot, his wife — in ac.

To Assignee for Fee, viz:	100	00		
To Assignee for Commissions, viz:	103	50	203	50
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	18	75		
Auditor - stating this account	9	00	37	75
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	30	75		
Capital-Gazette Press - order nisi (sale)	5	00		
Capital-Gazette Press - order nisi (acct)	5	00		
American Bonding Co. of Balto. - bond premium	12	00		
Alex Cooper - auctioneer's fee	25	00		
One-half Federal revenue stamps	1	38		
One-half State revenue stamps	1	37		
Bernice Samarodin - notary fees	1	00	81	50
To Sophia Berlin, mortgagee - this balance on account mortgage claim	2,066	90	2,066	90
			2,389	65
Amount of mortgage claim filed	2,423	40		
Cr. Amount allowed as above	2,066	90		
Balance subject to decree in personam	356	50		

16

with A. Jerome Diener, Assignee Cr.

1950				
June	7	Proceeds of Sale	2,350 00	2,350 00
		Refund 1950 State and County taxes (adjusted to 8/4/50)	39 65	39 65
				2,389 65

17

Filed 16 Aug., 1950.

ORDER NISI

LIBER 101 PAGE 554

A. Jerome Diener,

Assignee

VERSUS

Samuel M. Givot

and

Masha M. Givot, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 9951 Equity.

ORDERED, This 16 day of August, 19 50, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 18 day of 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 18 day of September next.

John H. Hopkins, 3rd., Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 4th day of March, 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~~ auditor apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Matthew S. Crouse

Judge

FILED

1957 MAR -5 AM 9:30

15

LIBER 101 PAGE 555 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. 9951 Equity
A. JEROME DIENER, Assignee
Vs.
SAMUEL M. GIVOT and MASRA M. GIVOT, his wife.

Ordered, this 16th day of August, 1950, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 18th day of 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 18th day of September next.

JOHN H. HOPKINS, 3rd., Clerk.
True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
8-0

CERTIFICATE OF PUBLICATION

Annapolis, Md., Sept 20, 1950

We hereby certify, that the annexed

Order Nisi Eq #9951

G. Jerome Diener

Vs:

Samuel M. Givot and wife

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 18th day of September, 1950 The first insertion being made the 23rd day of August, 1950

THE CAPITAL-GAZETTE PRESS, INC.

By R. L. Braun

FILED
1957 MAR -2 AM 11:35

No. MG. 45-28
19

LIBER 101 PAGE 556

IN THE MATTER OF THE	:	IN THE
SALE OF THE	:	CIRCUIT COURT FOR
MORTGAGED REAL ESTATE OF	:	ANNE ARUNDEL COUNTY
MADISON H. SAILORS	:	IN EQUITY.
DOROTHY A. SA ILORS, his wife	:	#9962
	::::::	

Filed May 24, 1950

Mr. Clerk:-

Please docket this case, file my appearance and file the original mortgage.

Frank Arnold

Frank Arnold, Attorney named in mortgage.

LIBER 101 PAGE 557

h N MOP OUNTY.—Form 20. LIBER 505 PAGE 476

THIS MORTGAGE, Made this 20th day of December in the year nineteen hundred and forty-eight between Madison H. Sailors and Dorothy A. Sailors, his wife of Anne Arundel County in the State of Maryland, Mortgagor s, and Home Building Association of Brooklyn, Inc., of the second part a body corporate, duly incorporated, Mortgagee:

WHEREAS, the said Mortgagors being member s of said body corporate, have received therefrom an advance of Seven thousand dollars on seventy shares of its stock, the execution of this mortgage having been a condition precedent to the granting of said advance

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and of the sum of one dollar, the said Madison H. Sailors and Dorothy A. Sailors, his wife do grant, assign and convey unto the said mortgagee, its successors and assigns, all that lot of ground situate and lying in Anne Arundel County, State of Maryland and described as follows:

BEGINNING for the same in the centre of a thirty foot road there laid out known as Minnetonka Road at a point distant 490 feet westerly from the centre line of the Telegraph Road and runningh thence westerly binding on the centre line of said Minnetoka Road 90 feet thence northerly at right angles to said road 200 feet thence easterly parallel to said road 90 feet thence south 16 degrees 30 minutes west 200 feet to the beginning.
BEING the same lot of ground described in a deed from Milford H. Butler and Mary V. Butler, his wife to the said Mortgagors dated June 18, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 477 folio 106.

2

TOGETHER with the improvements thereon, and all the privileges and appurtenances thereto belonging.

TO HAVE AND TO HOLD the said lot of ground

with the improvements and appurtenances aforesaid, unto said Mortgagee

its successors and assigns,

PROVIDED, that if the said mortgagors, their heirs, personal representatives or assigns, shall make the payments and perform the covenants as herein provided, then this mortgage shall be void.

AND the said Mortgagors

for themselves, their heirs, personal representatives and assigns, covenant with the said mortgagee, its successors and assigns, to pay and perform as follows: that is, to pay weekly to the said mortgagee, its successors or assigns, the sum of ten dollars and fifty cents

as dues until the said sum of seven thousand dollars shall be repaid; and also to pay weekly, at the time and place specified by the mortgagee, the sum of $7.40 as interest until the sum of one hundred dollars shall be repaid in weekly dues, when the said weekly payments of interest shall be reduced twelve cents; and so on, and as often as one hundred dollars shall be so repaid in dues, the weekly payments of interest shall be so reduced twelve cents; to pay all fines and penalties that may be imposed upon them by said mortgagee in accordance with its charter, constitution or by-laws, which by-laws are hereby made a part hereof; to pay all

3

taxes and water rent, and other public dues and charges for which the property hereby mortgaged is now or may become liable, when payable, and for the purpose of paying the same the said mortgagor s hereby covenant to pay weekly to the said mortgagee, its successors and assigns, the sum of $2.10 which the said mortgagee shall from time to time apply to the payment of said expenses, and in the event that said sum should in any year during the continuance of this mortgage be insufficient to pay said expenses, then the said mortgagor s will on demand pay the difference, but should said sum be more than sufficient, the excess shall be credited to the mortgagor s

AND the said mortgagor s covenant to keep the improvements upon said property fully insured against loss by fire, in some insurance company approved by the mortgagee, and to deliver all policies to the mortgagee so framed as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien hereunder, all of which payments and covenants shall continue in force until the sum of shall be repaid.

AND it is agreed that until default be made in the premises, the said mortgagor s, their heirs, personal representatives or assigns, shall possess the aforesaid property, but upon any such default, the entire indebtedness shall become due and payable.

AND it shall be lawful for the said mortgagee, its successors or assigns, or for Frank Arnold 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 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 mortgagor s, their heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

AND the said mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant that immediately upon the first insertion of the notice of sale as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement, all expenses incident to said advertisement or notice, all court costs and expenses incident to the foreclosure proceedings under this mortgage and a commission on the total mortgage debt, principal and interest equal to one-half the percentage allowed as commissions to trustees making sale under decrees of the Circuit Court of Anne Arundel County in Equity, which said expenses, costs and commission the said mortgagor s for themselves, their heirs, personal representatives or assigns, hereby covenant to pay; and the said mortgagee, its successors or assigns, or its attorneys or agents, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs and commission, 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.

IT IS FURTHER AGREED, that in case the mortgagor s cease to own, sell, transfer, or dispose of the within described property, without first obtaining the assent in writing of the mortgagee, then the unpaid balance shall immediately become due, and in default of payment this mortgage may be foreclosed.

AS WITNESS the hand s and seals of said Mortgagors

TEST:

Frank Arnold
Frank Arnold

Madison H. Sailors (SEAL)
Madison H. Sailors

Dorothy A. Sailors (SEAL)
Dorothy A. Sailors

(SEAL)

(SEAL)

LIBER 101 PAGE 560
LIBER 505 PAGE 479

STATE OF MARYLAND, BALTIMORE COUNTY TO WIT:

I HEREBY CERTIFY, that on this 20th day of December in the year nineteen hundred and forty-eight before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County personally appeared Madison H. Sailors and Dorothy A. Sailors, 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 J. Hammond Geis the Vice xxbe 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.

FRANK ARNOLD NOTARY PUBLIC BALTIMORE CO. MD.

Frank Arnold, Notary Public

Recorded- 22nd-Dec.-1948-at-9:00-A.M.

5770

180 MORTGAGE

FROM

MADISON H. SAILORS

DOROTHY A. SAILORS
HIS WIFE

TO

HOME BUILDING ASSOCIATION

OF BROOKLYN Inc.

BLOCK NO.

Received for Record Dec 22, 1948,
at 9 o'clock A M. Same day recorded
in Liber No. 505 Folio 476 &c.,
one of the Mortgage Records of
and examined per
Clerk
Cost of Record, $

Frank Arnold, Attorney-at-law
16 St. Paul St.,
Baltimore, Md.

The Daily Record Company, Baltimore, Md.

9962

LIBER 101 FOLIO 561

Filed June 8 1950

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this the 26th day of May, 1950 before me the Subscriber, a Notary Public of the S tate of Maryland in and for Baltimore City personally appeared Frank Arnold, Attorney named in Mortgage and made oath in due form of law that the Defendants, Madison H. Sailors and Dorothy R. Sailor, his wife, against whom have been instituted mortgage foreclosure proceedings are not in the military service of the United S tates of of any nation with which the United States is allied.

As witness my hand and notarial seal.

Lillian L Batzer
Notary Public.

6

LIBER 101 FOLIO 562

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF MADISON H. SAILORS DOROTHY A. SAILORS, his wife	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
	:::	EQUITY NO. 9962.

Filed June 8 1950

STATEMENT OF MORTGAGEES CLAIM. May 29, 1950.

Madison H. Sailors and Dorothy A. Sailors, his wife

To

Home Building Association of Brooklyn, Inc.

Amount of loan	$7000.00	
Less-total amount of dues paid by borrowers	115.50	$ 6884.50
Expense Account:-		
Total amount paid out of the Expense Account by the Association		72.73
		6957.23
Interest for 60 weeks from April 4, 1949 at $8.28 per week		496.80
Balance		$ 7454.03

Home Building Association of Brooklyn, Inc
By Milton E. Lippert

Frank Arnold, Atty. named in Mortgage.

Milton E. Lippert, Secretary.

STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

I HEREBY CERTIFY that on this 5th day of June, 1950 before me the Subscriber, a Notary Public of the State of Maryland in and for Baltimore County, State aforesaid personally appeared Milton E. Lippert, Secretary of the Home Building Association of Brooklyn, Inc., and made oath in due form of law that the above statement is correct to the best of his knowledge and belief.

As witness my hand and notarial seal.

Frank Arnold

Frank Arnold, Notary Public

FRANK ARNOLD NOTARY PUBLIC BALTIMORE CO.

7

Jud. 14073.

9962 Equity

MORTGAGEE OR ATTORNEYS' BOND LIBER 101 FOLIO 563 No.....

Know all Men by these Presents:

THAT WE.....FRANK ARNOLD, ATTORNEY NAMED IN MORTGAGE

.....

of .....Baltimore, Md.

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of.....EIGHT THOUSAND AND - - 00/100 *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*...8th... *day of*.....June.....*in the year of our Lord nineteen hundred and*....fifty - - - - -

Filed June 8, 1950

WHEREAS, the above bounden.....FRANK ARNOLD.....

by virtue of a power contained in a mortgage from .....MADISON H. SAILORS AND DOROTHY A. SAILORS, his wife

to ...HOME BUILDING ASSOCIATION OF BROOKLYN, inc.

.....

dated ....December 20, 1948.....*and recorded in Liber*.J.H.H.

No...505.....*folio*....476..... *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 .....FRANK ARNOLD

.....*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

Carolyn M. Thompson

Frank Arnold [SEAL]

MARYLAND CASUALTY COMPANY

Per Chas. F. Lee, Jr.

of Charles F. Lee & Co., Inc., Agents

ATTEST:

Secretary.

8

LIBER 101 PAGE 564

IN THE MATTER OF THE
MORTGAGED REAL ESTATE
OF
MADISON H. SAILORS
DOROTHY A. SAILORS, his wife

: IN THE
: CIRCUIT COURT FOR ANNE
ARUNDEL COUNTY,
: EQUITY NO. 9962.

:::

TO THE HONORABLE, the JUDGES OF SAID COURT:

The Report of Sale of Frank Arnold, Attorney named in 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 The Maryland Gazette, a newspaper published in Anne Arundel County for more than three successive weeks preceeding the day of sale, said Frank Arnold, Attorney named in the mortgage did pursuant to said notice on Wednesday, July 5th at 3 o'clock P.M. attend on the premises and then and there sold by public auction the fee simple property mentioned and described in the mortgage filed in these proceedings unto Wesley Durner and Henrietta Durner, his wife at and for Sixty-six hundred dollars, the said purchasers at the price mentioned being the highest bidders therefor.

Filed July 8, 1950

6600.

Frank Arnold
Frank Arnold, Attorney-named in Mortgage

STATE OF MARYLAND, BALTIMORE CITY, to wit:-

I HEREBY CERTIFY that on this 6th day of July, 1950 before me the Subscriber, a Notary Public of the State of Maryland in and for Baltimore City, State aforesaid personally appeared Frank Arnold, Attorney-named in the Mortgage hereinabove referred to and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true as stated and that the sale thereof reported was fairly made.

AS WITNESS m hand and notarial seal.

Margaret C. Simmons
Margaret C. Simmons, Notary Public
My commission expires May 7, 1951

MARGARET C. SIMMONS NOTARY PUBLIC BALTIMORE, MD.

9

ORDER NISI

LIBER 101 FAGE 565

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF MADISON H. SAILORS AND DOROTHY A. SAILORS, HIS WIFE

~~versus~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 9962 Equity

Ordered, this 8th day of JULY, 1950, That the sale of the

made and reported by Frank Arnold, attorney named in the mortgage

~~Trustee~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10th 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 10th day of AUGUST next.

The report states that the amount of sales to be $ 6600.00

John H. Hopkins 3rd. Clerk.

True Copy,

~~TEST~~: Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF ~~MADISON H. SAILORS AND~~ DOROTHY A. SAILORS, HIS WIFE

~~versus~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 8th day of September, 1950 that the sale made and reported by the ~~Trustee~~ attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

LIBER 101 PAGE 566

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 9962 Equity

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF MADISON H. SAILORS AND DOROTHY A. SAILORS, HIS WIFE

Ordered, this 8th day of July, 1950, That the sale of the mortgaged real estate of Madison H. Sailors and Dorthy A. Sailors, his wife made and reported by Frank Arnold, attorney named in the mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10th 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 10th day of August next.

The report states that the amount of sales to be $6600.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
Jy-26

Filed 5 Sept, 1950.

OFFICE OF
Maryland Gazette
Published by
THE CAPITAL-GAZETTE PRESS, INC.
(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 16, 1950

We hereby certify, that the annexed

Order Nisi Eq # 9962

Madison H. Sailors

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 10th day of August, 1950. The first insertion being made the 12th day of July, 1950

THE CAPITAL-GAZETTE PRESS, INC.

By P. L. Braun

No. MG 7046

11

LIBER 101 PAGE 567

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of ~~xxx~~
Madison H. Sailors
and
Dorothy A. Sailors, his wife

In the
Circuit Court
For
Anne Arundel County
No. 9962 Equity

To the Honorable, the Judges of said Court:

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

Filed 4 Oct., 1950.

October 2, 1950

All of which is respectfully submitted.

Laura R. Jickling
Auditor.

12

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Madison H. Sailors and Dorothy A. Sailors, his wife. in ac.

To Attorney for Commissions, viz:	229	89	229	89
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	18	75		
Auditor - stating this account	9	00	37	75
To Attorney for Expenses, viz:				
Southern Md. Times - advertising sale	5	25		
Capital-Gazette Press - advertising sale	36	75		
Capital-Gazette Press - order nisi (sale)	6	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Maryland Casualty Co. - bond premium	32	00		
Sam W. Pattison & Co. - auctioneer's fee	20	00		
One-half Federal revenue stamps	3	85		
One-half State revenue stamps	3	85		
Lillian J. Batzer - notary fees		50		
Margaret C. Simmons - notary fees		50	114	70
To Attorney for Taxes, viz:				
1950 State and County taxes ($40.35-adj.)	30	33	30	33
To Home Building Ass'n of Brookly, Inc. - mortgagee - this balance on account mortgage claim	6,250	33	6,250	33
			6,663	00
Amount of mortgage claim filed	7,454	03		
Cr. Amount allowed as above	6,250	33		
Balance subject to decree in personam	1,203	70		

13

with

Frank Arnold, Attorney named in Mortgage

Cr.

1950				
July	5	Proceeds of Sale	6,600 00	
		Interest on deferred payment	63 00	6,663 00
				6,663 00

LIBER 101 PAGE 570

ORDER NISI

In the Matter of the Sale of the Mortgaged Real Estate ~~MERSEX~~ of Madison H. Sailors and Dorothy A. Sailors, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 9962 Equity.

ORDERED, This 4 day of October, 19 50, 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 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.

John H. Hopkins, 3rd, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 4th day of March, 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. attorney

Matthew S. Evans
Judge

FILED

1957 MAR -5 AM 9:30

15

ORDER N
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 9962 Equity
In The Matter Of The Sale Of The Mortgaged Real Estate of MADISON H. SAILORS and DOROTHY A. SAILORS, his wife.

Ordered, this 4th day of October, 1950, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 4th day of 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.

JOHN H. HOPKINS, 3rd., Clerk.

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

o-25

LIBER 101 PAGE 571

'FICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 2, 1950

We hereby certify, that the annexed

Order Nisi - Eq. # 9962

Auditors Account

Madison H. Sailors

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 November, 1950. The first insertion being made the 11th day of October, 1950.

FILED

1957 MAR -2 AM 11:36

No. MG. 2783

16

THE CAPITAL-GAZETTE PRESS, INC.

By R. L. Braun

LIBER 101 PAGE 572

JOHN B. ROWE, ASSIGNEE	*	IN THE CIRCUIT COURT
VS.	*	FOR
FRANK W. BACHMANN and LILLIAN M. BACHMANN, his wife	*	ANNE ARUNDEL COUNTY, IN EQUITY
	* * * * *	# 10,018

Filed 9 Aug., 1950

MR. CLERK:

Please docket the above entitled case and file Plaintiff's Exhibit No. 1, said Exhibit being a mortgage from the Defendants to First Federal Savings & Loan Association of Brooklyn dated July 29, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 482 folio 523, which mortgage has been assigned to the Plaintiff.

John B. Rowe
Attorney for Plaintiff

LIBER 101 PAGE 573

LIBER 482 PAGE 523

INSPECTED E. BOLSTLER C.P.A.

CITY OR COUNTY—FEE OR LEASEHOLD

10018 Equity

This Mortgage, made this 29th day of July, in the year one thousand nine hundred and forty-eight, between FRANK W. BACHMANN and LILLIAN M. BACHMANN, his wife of Anne Arundel County, in the State of Maryland, Mortgagor(s), and FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF BROOKLYN a body corporate, duly incorporated, Mortgagee.

Whereas the said Mortgagee has this day loaned to the Mortgagors

the sum of Forty-five hundred Fifty (4550) Dollars - - - - - - - - - - dollars, being the balance of the purchase money for the Property herein described, which said sum the said Mortgagor(s) agree(s) to repay in installments with interest thereon from the date hereof, at the rate of 6 % per annum, in the manner following:

-By the payment of Thirty-eight and 75/100 Dollars - - - - - - - - - dollars plus 1/12 of the annual taxes, water rent, 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 computed by the calendar month.

Filed 9 Aug., 1950.

The said installment payments may be applied by the mortgagee in the following manner:

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

FOURTH: 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 Mortgagors do(th) grant, convey and assign unto said Mortgagee, its successors and assigns, all that lot ~~lot~~, piece, or parcel of ground situate and lying in Anne Arundel County, State of Maryland, and described as follows:

BEING known and designated as Lot No. 11 in Section 2 as shown on plat of "Revised Layout of Lots 6 to 14, inclusive, Section 2 of Clear View Village" recorded among the Plat Records of Anne Arundel County and now filed in Plat Cabinet No. 3 Rod E-8 folio 11, being also Lot 11 in Section 2 as shown on plat of Clear View Village filed in Plat Cabinet 3 Rod E-5 folio 15, saving and excepting all that portion of said lot as contained in a deed from Steven J. Everd and wife to Mahlan Disney, recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 397 folio 350.

BEING the same lot of ground which by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto, was granted and conveyed by Walter H. Bush, et.al. to the Mortgagors herein.

2

IT IS AGREED, this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland of 1945 or any amendment 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 during the residue of the terms 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

nen th

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

And the said mortgagor(s)

for themselves, their heirs, personal representatives or assigns, covenant(s) with the said Mortgagee, 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 ~~ground rent~~, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The mortgagee being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of 6 % per annum from the date of said payment, and said mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon.

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

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

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the aforegoing covenants for thirty days, only, however, after notice and demand in either event having been served on the mortgagor(s) in person or by mail, to the mortgagors' last known address.

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

And the said mortgagor(s) consent(s) that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Sections 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 James K. Cullen, its duly constituted Attorney or Agent, under Article LXVI, Sections 6 to 10, inclusive, of the Maryland Code (1924) Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages. And upon any sale of said property, under the powers herein granted, the proceeds shall be applied as follows:

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

Mary Ruth Mullineaux

Mary Ruth Mullineaux

Frank W Bachmann (SEAL)
Frank W. Bachmann

Lillian M Bachmann (SEAL)
Lillian M. Bachmann

_____ (SEAL)

_____ (SEAL)

LIBER 101 PAGE 576
LIBER 482 PAGE 526

State of Maryland, City of Baltimore, to wit:

I HEREBY CERTIFY, that on this 29th day of July, in the year one thousand nine hundred and forty-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared FRANK W. BACHMANN and LILLIAN M. BACHMANN, his wife, the mortgagor(s) named in the aforegoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act. At the same time also appeared Thomas W. Davis, president of First Federal Savings & Loan Association of Brooklyn, 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.

Mary Ruth Mullineaux
Mary Ruth Mullineaux, Notary Public.

My commission expires on

May 2 1949.

Recorded-9th-Aug.-1948-at-10:50-A.M. "O.P."

MARY RUTH MULLINEAUX NOTARY PUBLIC BALTIMORE CO.

MORTGAGE

FROM

FRANK W. BACHMANN and

LILLIAN M. BACHMANN, his wife

TO

FIRST FEDERAL SAVINGS & LOAN

ASSOCIATION OF BROOKLYN

Block No.

Received for record Aug 9, 1948.

19 10-54 at A o'clock M.

Same day recorded in Liber J. 1 Jul.

No. 482 folio 523 &c. one of

the Land Records of Baltimore

and examined per

Clerk.

Cost of Record $

ROWE, CULLEN & ROWE
Attorneys-at-Law
2 E. Lexington Street
Baltimore, Md.

675

LIBER 101 PAGE 577

Property:

Description approved

Execution approved

The FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF BROOKLYN hereby assigns the above and within mortgage to John B. Rowe, Assignee, for the purpose of foreclosure.

AS WITNESS the corporate seal of said body corporate and the signature of Lawrence F. Tieman, President thereof, this 31st day of July, 1950.

Witness: FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF BROOKLYN

Dorty R. Tieman BY: Lawrence F. Tieman

Lawrence F. Tieman, President

SHORT ASSIGNMENT

OF MORTGAGE

FROM

FIRST FEDERAL SAVINGS& LOAN

ASSOCIATION OF BROOKLYN

TO

JOHN B. ROWE, Assignee

BLOCK

Received for Record Aug 15 1950.

at 10-30 *o'clock* A. *M. Same day*

Recorded in Liber ~~MXXXR~~ *No.* 482

Folio 526 *etc., one of the*

Records of ~~Baltimore City~~ Anne Arundel County *, and examined.*

Per

John H. Hopkins Esq.

Clerk.

35

125

LIBER 101 PAGE 578

JOHN B. ROWE, ASSIGNEE	*	IN THE CIRCUIT COURT
VS.	*	FOR
FRANK W. BACHMANN and LILLIAN M. BACHMANN, his wife	*	ANNE ARUNDEL COUNTY, IN EQUITY
* * * * *		#10018

STATEMENT OF MORTGAGE

Amount of principal mortgage debt from Frank W. Bachmann and wife to First Federal Savings & Loan Association of Brooklyn, dated July 29, 1948		$4550.00
Interest from April 1, 1950, to September 1, 1950		113.82
Total		$4663.82
Less:		
Amount paid on account of principal	$116.07	
Balance remaining in property expense account	35.64	
Total	$151.71	151.71
Balance due Mortgagee to September 1, 1950		$4512.11

Paid Aug. 30 '1950

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 29th day of August, 1950, before me, a Notary Public of the State of Maryland, in and for Howard County, 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.

Mary Ruth Mullineaux
Mary Ruth Mullineaux, Notary Public

6

LIBER 101 PAGE 579

Mili' v Affidavit under Soldiers' and Sailors' vil Relief Act of 1940
and Amendment thereto of October 6, 1942

JOHN B. ROWE, ASSIGNEE

vs.

FRANK W. BACHMANN and

LILLIAN M. BACHMANN, his wife

IN THE

Circuit Court ~~No. 2~~
FOR
~~CE~~

ANNE ARUNDEL COUNTY,
IN EQUITY #10018

Docket ..... Fol. .....

Filed Aug. 30, 1950

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared John B. Rowe, Assignee, Plaintiff

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 defendants ~~is~~ are not in the military service of the United States,

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

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

(4) said defendants ~~is~~ are not ~~a~~ members of the Enlisted Reserve Corps who has been ordered to report for military service.

John B. Rowe
John B. Rowe, Affiant.

Subscribed and sworn to before
me this 29th day of August 1950

Mary Beth Muellenaux
Notary Public

7

Mortgagee and Attorney's Bond.

1-369 Im-12-32

LIBER 101 PAGE 580

10,018 Equity

227 ST. PAUL STREET
BALTIMORE, MD.

NEW AMSTERDAM CASUALTY COMPANY

60 JOHN STREET
NEW YORK

Know All Men by These Presents:

That we John B. Rowe, Assignee, of #2 East 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 FOUR THOUSAND, FIVE HUNDRED ($4,500.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 28th day of August, in the year nineteen hundred and fifty.

Whereas, the above bounden John B. Rowe, Assignee

by virtue of the power contained in a Mortgage from Frank W. Bachman and Lillian M. Bachmann, his wife, to First Federal Savings and Loan Association of Brooklyn, bearing date the 29th day of July, nineteen hundred and forty-eight, and recorded among the Land Records of Anne Arundel County, in Liber J. H. H. No. 492, Folio 523, and which mortgage has been assigned to the said John B. Rowe, who

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, Assignee

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

Mary Ruth Muhlenbrandt

Attest:

V. N. Mercier
Assistant Secretary
V. N. Mercier

John B. Rowe (Seal)
John B. Rowe, Assignee

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By G. Lee Burgess
Vice President
G. Lee Burgess

Filed Aug. 30-1950

Filed and approved by John H. Hopkins 3rd Clerk

LIBER 101 PAGE 581

JOHN B. ROWE, ASSIGNEE * IN THE CIRCUIT COURT

VS. * FOR

FRANK W. BACHMANN and * ANNE ARUNDEL COUNTY,
LILLIAN M. BACHMANN, his wife IN EQUITY

* * * * * * * Docket No. 10018

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 "Capital Gazette/Press", 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 Friday, September 1, 1950, at 3 o'clock, p.m., attend on the premises and then and there sold by Public Auction the fee simple property mentioned and described in the mortgage filed in these proceedings, unto Steven J. Everd and Margaret Everd, his wife, at and for the sum of Five thousand (5000) Dollars, the said purchasers at the price mentioned, being the highest bidders therefor.

Fair sale Sept 8, 1950

Respectfully submitted,

John B. Rowe

John B. Rowe, Assignee of said Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 6th day of September, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for Howard County, personally appeared JOHN B. ROWE, Assignee, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true as stated, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Mary Ruth Mullineaux

Mary Ruth Mullineaux, Notary Public

NOTARY PUBLIC HOWARD CO.

9

LIBER 101 PAGE 582

ORDER NISI

Md Gazette

JOHN B. ROWE, ASSIGNEE

versus

FRANK W. BACHMANN and
LILLIAN M. BACHMANN, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10018 Equity

Ordered, this 8th day of SEPTEMBER, 19 50, That the sale of the property mentioned in these proceedings made and reported by John B. Rowe, Assignee of the mortgage filed in these ~~xxxxxxx~~ proceedings

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9th 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 9th day of OCTOBER next.

The report states that the amount of sales to be $ 5,000.00

John H Hopkins 3rd Clerk.

True Copy,

TEST: Clerk.

(Final Order)

JOHN B. ROWE, ASSIGNEE

versus

FRANK W. BACHMANN, and
LILLIAN M. BACHMANN, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 10th day of October, 19 50 that the sale made and reported by the ~~Trustee~~ assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

Filed 10 Oct. 1950.

10

LIBER 101 PAGE 583

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 10, 1950

We hereby certify, that the annexed

Order Nisi 6th 10018

Frank W. Bachmann

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 9th day of October, 1950. The first insertion being made the 13th day of September, 1950

THE CAPITAL-GAZETTE PRESS, INC.

By [illegible]

No. MG.....

11

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARNDUEL COUNTY
No. 10018 Equity
JOHN B. ROWE, Assignee
Vs.
FRANK W. BACHMANN, and LILLIAN M. BACHMANN, his wife.

Ordered, this 8th day of September, 1950, That the sale of the property mentioned in these proceedings made and reported by John B. Rowe, Assignee of the mortgage filed in these proceedings BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9th 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 9th day of October next.

The report states that the amount of sales to be $5,000.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

9-27

Frank Oct. 10 1950

In the Case of

John B. Rowe,
Assignee

vs.

Frank W. Bachmann
and
Lillian M. Bachmann, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,018 Equity

To the Honorable, the Judges of said Court:

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

Filed 8 Nov, 1950

November 6, 1950

All of which is respectfully submitted.

Laura K. Stickney
Auditor.

12

Dr. John B. Rowe, Assignee, vs. Frank W. Bachmann and Lillian M. Bachmann, his wife in ac.

To Assignee for Commissions, viz:	181	08		
To Assignee for Fee, viz:	50	00	231	08
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	18	75		
Auditor - stating this account	9	00	37	75
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	23	43		
Capital-Gazette Press - order nisi (sale)	6	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	7	80		
New Amsterdam Casualty Co. - bond premium	18	00		
T. C. W. Hobbs Co., Inc. - auctioneer's fee	35	00		
One-half Federal revenue stamps	2	75		
One-half State revenue stamps	2	75		
Mary R. Mullineaux - notary fees		75		
Clerk of Court - recording assignment of mortgage	1	25	103	73
To Assignee for Taxes, viz:				
1950 State and County taxes - adjusted	14	90	14	90
To First Federal Savings & Loan Ass'n of Brooklyn, mortgagee - in full for mortgage claim filed	4,512	11	4,512	11
To Frank W. Bachmann and Lillian M. Bachmann, his wife, mortgagors - this balance	136	43	136	43
			5,036	00

with John B. Rowe, Assignee Cr.

1950				
Sept.	1	Proceeds of Sale	5,000 00	
		Interest on deferred payment	36 00	5,036 00
				5,036 00

ORDER NISI LIBER 101 PAGE 587

John B. Rowe,

Assignee

VERSUS

Frank W. Bachmann

and

Lillian M. Bachmann, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,018 Equity.

Filed 8 Nov. 1950

ORDERED, This 8 day of November, 19 50, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 18 day of 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 18 day of December next.

John F. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 4th day of March, 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~~ Assignee 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 MAR -5 AM 9:30

15

LIBER 101 PAGE 588

'FICE OF

Maryland Gazette

Published by

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(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,018 Equity
JOHN B. ROWE, Assignee
Vs.
FRANK W. BACHMANN and LILLIAN M. BACHMANN, his wife.

Ordered, this 8th day of November, 1950, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 18th day of 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 18th day of December next.

JOH H. HOPKINS, 3rd., Clerk.

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

n-29

CERTIFICATE OF PUBLICATION

Annapolis, Md. December 4, 1950

We hereby certify, that the annexed

Order Nisi Eq # 10,018
Auditors Account

Frank W. Bachmann

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 18th day of December, 1950 The first insertion being made the 15th day of November, 1950

FILED
1957 MAR -2 AM 11:36

THE CAPITAL-GAZETTE PRESS, INC.

No. MG. 3747
16

By R. L. Braun