JOHN B. ROWE, ASSIGNEE	*	IN THE CIRCUIT COURT
	*	FOR
VS.	*	
JOHN SINCLAIR	*	ANNE ARUNDEL COUNTY, IN EQUITY
	* * * * *	No. 10,165

Filed 16 Feb, 1951

MR. CLERK:

Please docket the above entitled case and file Plaintiff's Exhibit No. 1, said Exhibit being a mortgage from the Defendant to the First Federal Savings & Loan Association of Brooklyn, dated December 10, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 447 folio 394, which mortgage has been assigned to the Plaintiff, for the purpose of foreclosure.

John K. Rowe
Attorney for Plaintiff

CITY OR COUNTY—FEE OR LEASEHOLD LIBER 102 PAGE 2 No. 10,165 Equity

This Mortgage, made this 10th day of December,

in the year one thousand nine hundred and forty-seven, between

JOHN SINCLAIR, widower, 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 Fifty-two hundred fifty (5250) - - - - - - - - - - - - - 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 Forty-four and 75/100 - - - - - - - - - - - - - - - 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.

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 rents~~ 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 those lots, piece s, or parcel s of ground situate and lying in Anne Arundel County, State of Maryland, and described as follows:

BEING known and designated as Lots Nos. 16 and 17, Section 15 as shown on plat of Portworth in Anne Arundel County, formerly known as Green Haven, Arundel Addition, which plat is filed among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 3, folio 59.

Plaintiff's Exh No 1.

Filed 16 Feb, 1951.

BEING the same lots of ground described in a deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto were granted and conveyed by Rose B. Gattis, widow, to the within named Mortgagor.

FOR VALUE RECEIVED the First Federal Savings and Loan Association of Brooklyn hereby assigns the above and within mortgage to John D. Rowe, for the purpose of foreclosure.

AS WITNESS the corporate seal of the First Federal Savings and Loan Association of Brooklyn attested by the Assistant Secretary and the signature of Lawrence F. Tieman, President this 6th day of February 1951.

First Federal Savings and Loan Association of Brooklyn

Test.

By

Lawrence F. Tieman,
President

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, ~~for ever during the residue of the term of years yet to come and unexpired thereby, with the right and benefit of renewal of said term forever, subject to the payment of the yearly rent of~~

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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 himself, his 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 % 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:

Nancy E. Hilton
Nancy E. Hilton

John Sinclair (SEAL)
John Sinclair

(SEAL)

(SEAL)

(SEAL)

State of Maryland, City of Baltimore, to wit:

I HEREBY CERTIFY, that on this 10th day of December, , in the year one thousand nine hundred and forty-seven , before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared JOHN SINCLAIR, widower, , 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.

Nancy E. Hilton

Nancy E. Hilton, Notary Public.

My commission expires on

May 2, 19 49.

Recorded Dec. 15th. 1947 at 10:45 A.M.

MORTGAGE

FROM

JOHN SINCLAIR, widower,

TO

FIRST FEDERAL SAVINGS & LOAN

ASSOCIATION OF BROOKLYN

Block No.

Received for record Dec. 15 1947 at 10-45 o'clock A M.

Same day recorded in Liber J.H.N. No. 447 folio 394 &c. one of the Land Records of Baltimore and examined per [signature] Clerk.

Cost of Record $

ROWE, CULLEN & ROWE
Attorneys-at-Law
2 E. Lexington Street
Baltimore, Md.

SHORT ASSIGNMENT

OF MORTGAGE

FROM

FIRST FEDERAL SAVINGS & LOAN

ASSOCIATION OF BROOKLYN

TO

JOHN B. ROWE, ASSIGNEE

BLOCK

Received for Record Feby 9 1951 *at* 10 *o'clock* A *M. Same day Recorded in Liber* ~~M.S.C.R.~~ *No.* 447 *Folio* 397 *etc., one of the* Land Records of ~~Baltimore City~~ Anne Arundel County *and examined.*

Per [signature] *Clerk.*

Rowe & Cullen

JOHN B. ROWE, ASSIGNEE	*	IN THE CIRCUIT COURT
VS.	*	FOR
JOHN SINCLAIR	*	ANNE ARUNDEL COUNTY, IN EQUITY

* * * * * * *

No.10165

STATEMENT OF MORTGAGE

Amount of principal mortgage debt from John Sinclair to First Federal Savings & Loan Association of Brooklyn, dated December 10, 1947		$5250.00
Interest from September 1, 1950, to March 19, 1951		150.40
Total		$5400.40
Less:		
Amount paid on account of principal	$749.04	
Balance remaining in property expense account	78.10	827.14
Balance due Mortgagee to March 19, 1951		$4573.26

Filed 16 Mar., 1951

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 14th day of March, 1951, 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 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.

Mary Ruth Mullineaux

Mary Ruth Mullineaux, Notary Public

Assignee
~~XXXXX~~ and Attorney's Bond.

1-369 Im-12-32

New Amsterdam Casualty Company

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK

No. 10,165 Equity

Filed 16 Mar., 1951

Know All Men by These Presents:

That we John B. Rowe of 2 E. Lexington Street, Baltimore, Maryland, as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of FIVE THOUSAND AND 00/100 - - - - - - - - - - - - - - - - - ($5,000.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 13th - day of March - - - - - - - - - in the year nineteen hundred and fifty-one.

Whereas, the above bounden John B. Rowe, Assignee by virtue of the power contained in a Mortgage from John Sinclair to the First Federal Savings & Loan Association of Brooklyn, bearing date the 10th day of December nineteen hundred and forty-seven, and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 447, Folio 394, 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 John B. Rowe, Assignee 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

[signature]
Attest:

Witnesses to Surety:
[signature]
M.S. Kraus

[signature] (Seal)
John B. Rowe

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By [signature]
Vice-President E. J. Dobson

[signature]
Assistant Secretary V.N. Mercier

Approved this 16 Mar 1951
John H. Hopkins, 3rd, Clerk

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Military Affidavit under Soldiers' and Sailors' Civil Relief Act of 19[illegible] and Amendment thereto of Oc[illegible]er 6, 1942

LIBER 102 PAGE 8

JOHN B. ROWE, ASSIGNEE

vs.

JOHN SINCLAIR

IN THE

Circuit Court ~~No. 2~~

~~OF~~ FOR

~~BALTIMORE COUNTY~~

ANNE ARUNDEL COUNTY, IN EQUITY

No. 10165

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, of Rowe, Cullen & Rowe, Attorneys for Plaintiff,

and made oath in lue 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.

James K. Cullen

James K. Cullen *Affiant.*

Subscribed and sworn to before me this 14th day of March 19 51

Notary Public.

Filed 16 Mar., 1951.

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JOHN B. ROWE, ASSIGNEE	*	IN THE CIRCUIT COURT
VS.	*	FOR
JOHN SINCLAIR	*	ANNE ARUNDEL COUNTY,
	* * * * * * *	IN EQUITY Docket No. 10165

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 Monday, March 19, 1951, 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 First Federal Savings & Loan Association of Brooklyn, at and for the sum of Forty-six hundred (4600) Dollars, the said purchaser at the price mentioned, being the highest bidder therefor.

Filed 21 March, 1951.

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 20th day of March, 1951, 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.

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ORDER NISI

LIBER 102 PAGE 10

JOHN B. ROWE, ASSIGNEE

versus

JOHN SINCLAIR

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,165 Equity

Filed 21 Mar., 1951.

Ordered, this 21 day of March, 19 51, That the sale of the Real Estate in these Proceedings mentioned, made and reported by John B. Rowe, Assignee, ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 30 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 30 day of April next.

The report states that the amount of sales to be $ 4600.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

JOHN B. ROWE, ASSIGNEE

versus

JOHN SINCLAIR

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 3 May, 1951.

ORDERED BY THE COURT, This 3d day of May, 19 51 that the sale made and reported by the ~~Trustee~~ Assignee aforesaid, be and the same is hereby Ratified and Confirmed finally no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

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LIBER 102 PAGE 11 FICE OF

Filed 3 May, 1951.

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,165 Equity
JOHN B. ROWE, ASSIGNEE
Vs.
JOHN SINCLAIR

Ordered, this 21st day of March, 1951, That the sale of the Real Estate in these Proceedings mentioned, made and reported by John B. Rowe, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 30th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 30th day of April next.

The report states that the amount of sales to be $4,600.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

a-19

No. MG. 171

11

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 28, 1951

We hereby certify, that the annexed

Order Nisi - Sale - Eq - 10,165

John Sinclair

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 April, 1951. The first insertion being made the 29th day of March, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By D. B. Macey

LIBER 102 PAGE 12

In the Case of

John B. Rowe,
Assignee,
vs.
John Sinclair

In the
Circuit Court
For
Anne Arundel County
No. 10,165 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 17 May, 1951.

March 14, 1951

All of which is respectfully submitted.

Laura R. Jacklung
Auditor.

Dr. John B. Rowe, Assignee, vs. John Sinclair in ac.

To Assignee for Commissions, viz:	168	00		
To Assignee for Fee, viz:	50	00	218	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	31	24		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	9	30		
New Amsterdam Casualty Co. -bond premium	20	00		
T. C. W. Hobbs - auctioneer's fee	25	00		
Clerk of Court - recording assignment	1	25		
One-half Federal revenue stamps	2	75		
One-half State revenue stamps	2	75		
Mary Ruth Mullineaux - notary fees	1	50	107	79
To First Federal Savings & Loan Ass'n of Brooklyn, mortgagee - this balance on account mortgage claim	4,236	46	4,236	46
			4,600	00
Amount of mortgage claim filed	4,573	26		
Cr. Amount allowed as above	4,236	46		
Balance subject to decree in personam	336	80		

with John B. Rowe, Assignee Cr.

1951				
Mar.	19	Proceeds of Sale	4,600 00	4,600 00
				4,600 00

Filed 17 May, 1951.

ORDER NISI

LIBER 102 PAGE 15

John B. Rowe, Assignee,

VERSUS

John Sinclair

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,165 Equity.

ORDERED, This 17 day of May, 19 51, 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 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 25 day of June next.

John H. Hopkins, Jr., 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

LIBER 102 PAGE 16

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,165 Equity
JOHN B. ROWE, Assignee,
Vs.
JOHN SINCLAIR

Ordered, this 17th day of May, 1951, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 25th day of June next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 25th day of June next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
Jn-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., June 13, 1951

We hereby certify, that the annexed

Order Nisi - Auditor's Account

Equity 10,165

John Sinclair

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 25th day of June, 1951. The first insertion being made the 24th day of May, 1951

THE CAPITAL-GAZETTE PRESS, INC.

By D B Macey

FILED
1957 MAR -2 AM 11:36

No. MG 1729

16

LIBER 102 PAGE 17

RICHARD E. LANKFORD, ASSIGNEE	*	IN THE CIRCUIT COURT
VS.	*	FOR
THE VOLUNTEERS OF AMERICA, INCORPORATED	*	ANNE ARUNDEL COUNTY
	*	NO. 10,357 EQUITY
	*	

* * * * * ** * * ** * * * * *

MORTGAGE FORECLOSURE

MR. CLERK:

Please docket the above styled mortgage forclosure suit and file the original mortgage filed herewith as Complainant's Exhibit No. 1, together with the assignment thereon.

Richard E. Lankford

Richard E. Lankford, Assignee

Filed 26 Oct. 1931.

LAW OFFICES
RICHARD E. LANKFORD
ANNAPOLIS, MD.

MORTGAGE FEE—COUNTY—$4. LIBER 102 PAGE 18

PURCHASE MONEY *No. 10,352 Equity*

This/Mortgage, Made this *5th* day of *February*

in the year nineteen hundred and forty-five - - - - - by and between - - - - - - - -

- - - - - -THE VOLUNTEERS OF AMERICA, INCORPORATED - - - - - - - - - - - -

Mortgagor of the District of Columbia, - - - - -[redacted] of the first part,

and - - - - MARY L. BIONDI and ORICK J. BIONDI, her husband - - - - - -

- - - - - - - - - - - - of Cheverly, Maryland - - - - - - - - - - - - - - -

Mortgagees , of the second part, witnesseth:

WHEREAS, the party of the first part is justly and bona fide indebted unto the parties of the second part in the full and just sum of five thousand two hundred seventy-five ($5275.00) dollars, balance of purchase money of the property hereinafter described, for the payment whereof the party of the first part has passed unto the parties of the second part its promissory note of even date herewith, payable one hundred ($100.00) dollars on the *fifth* day of each and every month from date hereof, said payments to be applied first to payment of interest at the rate of six (6%) per cent per annum, and balance applied on account of principal until said debt is full paid and satisfied; with the privilege to the mortgagor to make larger payments or pay the full amount due at any time, and

WHEREAS, it was a condition precedent hereto that these presents should be executed for the purpose of securing the prompt payment of said note, and/or any renewal thereof or substitute therefor, at the time limited for payment of same.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagor - - - - - - - - - - - - - - - - does grant and convey unto the said Mortgagees, their - - - - - - - - - - - - - - - - heirs and assigns, in fee simple, all the following lot or parcel of ground situate and lying in 2nd Election District, Anne Arundel County, [redacted], Maryland, described as follows, to wit:

BEGINNING for the same at a pipe set on the north side of the Defense Highway, said point of beginning being South 82 degrees 49 minutes East 275 feet from the beginning of the conveyance from South River Farms, Inc., to Russell G. Bartgis and wife, as recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 62, folio 433, thence with said side of said Highway and the lines of the conveyance to Bartgis, as aforesaid, South 82 degrees 49 minutes East 277.2 feet, thence South 85 degrees 22 minutes East 325 feet, thence South 87 degrees 00 minutes East 347.8 feet to intersect the South 48 degrees East outline of the whole tract, thence with the outline of the whole tract North 48 degrees West 248 feet to a stake, thence North 54 degrees 55 minutes West 838 feet, more or less, to intersect a line drawn North 7 degrees 11 minutes East from the beginning,

Filed 26 Oct. 1951 Equity No. 10,100 Equity Filed 17 Nov. 1950

No. 9581 Equity

Filed Nov. 24 1947

thence with said line reversed South 7 degrees 11 minutes West 587 feet, more or less, to the beginning; containing 6.91 acres, more or less, according to survey and plat by Edward Hall, Jr., County Surveyor, in April 1935, said plat recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 138, folio 440.

BEING the same property conveyed to the party of the first part by the parties of the second part, by deed of even date herewith, intended to be recorded simultaneously herewith, and being the same property conveyed to Mary L. Biondi by William B. Rowe and wife, by deed dated August 22, 1939, recorded among the Land Records aforementioned in Liber J.H.H. No. 206, folio 125.

It is expressly understood and agreed between the parties hereto that in the event of a foreclosure, as hereinafter provided, the mortgagees hereby waive any right they may have to a deficiency decree.

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the mortgagees - - - their heirs and assigns, forever.

PROVIDED, that if the said mortgagor -

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

AND the said Mortgagor for its successors - - [redacted], personal representatives and assigns, does 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 its successors [redacted], personal representatives and assigns, does hereby covenant to pay, and the said Mortgagees, their - - - personal representatives or assigns, or Marvin I. Anderson - - - - 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 mortgagor - for itself, its suceessors - - 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 - - personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Five thousand two hundred seventy-five ($5275.00) Dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagees, their - - 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 - - - personal representatives and assigns.

IN WITNESS [redacted] WHEREOF the party of the first part has set its corporate name by Earl F. Hites, its President, and affixed its corporate seal, attested by W. O. Ulrey, its Secretary. [redacted])

Attest: [signature] THE VOLUNTEERS OF AMERICA, INCORPORATED [redacted])

W. O. Ulrey, Secretary

By [signature] President [redacted]

Earl F. Hites

(Seal)

LIBER 102 PAGE 21

Received for Record 13 Day of Feby 1945 at 1-20 o'clock P.M. and the same day recorded in Liber J.H.H., No. 323 Fol. 436 and Records of Anne Arundel County.

John R. Hopkins Jr. Clerk

STATE OF INDIANA:
COUNTY OF MARION: TO WIT:

I Hereby Certify, that on this Eighth day of February in the year nineteen hundred and forty-five, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared EARL F. HITES, President of THE VOLUNTEERS OF AMERICA, INC., - the Mortgagor named in the aforegoing Mortgage and he - - - acknowledged the aforegoing Mortgage to be the act and deed of said body corporate.

As witness my hand and seal Notarial.

My Commission Expires My commission expires July 1, 1947

K. Grace Crandall
K, Grace Crandall Notary Public.

DISTRICT OF COLUMBIA, To Wit:

I hereby certify that on this 19th day of February, 1945, before me, the subscriber, a Notary Public in and for the District of Columbia, personally appeared MARY L. BIONDI and ORICK J. BIONDI, the within named mortgagees, and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth.

As witness my hand and seal Notarial.

Mildred Wilson Goas
Mildred Wilson Goas Notary Public
DC

PURCHASE MONEY
MORTGAGE

FROM THE VOLUNTEERS OF AMERICA, INC.

TO MARY L. BIONDI
ORICK J. BIONDI, husband.

BLOCK NO.

Received for Record Feby 24, 19 45
at 3-30 o'clock P. M. Same day recorded
in Liber 1016 No. 323 Folio 433 &c.,
one of the Land Records of examined per
Cost of Record, $ 4.21

John R. Hopkins Jr., Clerk.

Marvin I. Anderson
Attorney at Law
Annapolis, Maryland

The Daily Record Company, Baltimore, Md.

For value received we hereby assign the within mortgage and the note secured thereby to Lillian D. LeClair without recourse.

Witness our hands and seals this 28th day of December, Nineteen hundred and forty eight.

Witness:

Lottie L. Hitner
Lottie L. Hitner

Mary L. Biondi (SEAL)
Mary L. Biondi

Orick J. Biondi (SEAL)
Orick J. Biondi

LIBER 102 PAGE 22

September 30, 1950

I hereby assign the within Mortgage to Richard E. Lankford for the purpose of foreclosure.

Lillian D. LeClair (SEAL)
Lillian D. LeClair

Witness

Elizabeth S. North
Elizabeth S. North

Assmt.
Received for Record 17 Day of Nov. 1950 at 11:25 o'clock A.M. and the same day recorded in Liber J.H.H., No. 323 Fol. 436 Land Records of Anne Arundel County.
John H. Hopkins Jr.
Clerk
Pd. 754

6 No. 10100 Equity

LIBER 102 PAGE 23 No. 10,352 Equity.

MORTGAGE STATEMENT

Between

The Volunteers of America, Incorporated

And

Lilliam D. LeClair and Richard E. Lankford
Assignees

The principal to balance due on Mortgage dated February 5, 1945.....$698.68
Interest on above sum due from February 14, 1951, to October 30,
1951, at 6 per cent per annum..... 29.50

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 26th day of October, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, personally appeared, Richard E. Lankford, Agent and Attorney for Lillian D. LeClair, Assignee of a Mortgage executed by The Volunteers of America, Incorporated, and as Assignee for the purpose of foreclosure, made oath in due form of law that the above amount is a true and bona fide amount due under the Mortgage herein named.

Witness my hand and Notarial Seal.

GLORIA [illegible] BATES NOTARY PUBLIC

Notary Public

Filed 26 Oct 1951

LAW OFFICES
RICHARD E. LANKFORD
ANNAPOLIS, MD.

A STOCK COMPANY—ESTABLISHED 1890

Fidelity and Deposit Company

LIBER 102 PAGE 24

HOME OFFICE **OF MARYLAND** BALTIMORE

No. 10,352 Equity.

KNOW ALL MEN BY THESE PRESENTS:

That we, Richard E. Lankford of Annapolis, 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 One Thousand ($1000.00)

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 26 day of October in the year of our Lord nineteen hundred fifty-one.

Whereas, the above bounden Richard E. Lankford,

by virtue of the power contained in a mortgage from The Volunteers of America, Incorporated to Mary L. Biondi and Orick J. Biondi, her husband, bearing date the 5th day of February, 1945 and recorded among the mortgage records of Anne Arundel County in Liber J.H.H. No. 323 Folio 433 and by virtue of an assignment of said mortgage to him, the said Richard E. Lankford, for the purpose of foreclosure,

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 26 Oct. 1951.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Richard E. Lankford

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

In Testimony Whereof, the above bounden Richard E. Lankford

has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed and sealed by its attorney-in-fact, ~~xxxxxxxxxxxxxxxxxx~~, the day and year first herein above written.

Signed, sealed and delivered in the presence of

Viola E. Brown

Richard E. Lankford (SEAL)

(SEAL)

Attest:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Viola E. Brown

By Ridgely P. Woodward
Attorney-in-fact

MD3228—1M, 5-42 *103525*
Mortgagee's or Attorney's Bond

Approved this 26 Oct. 1951
John H. Hopkins, 3rd Clerk.

RICHARD E. LANKFORD, Solicitor
Annapolis, Md.

ASSIGNEE'S SALE
— OF —
VALUABLE REAL ESTATE
AND IMPROVEMENTS

Situated in the Second Election District of Anne Arundel County.

Under and by virtue of the power and authority contained in a mortgage from The Volunteers of America, Incorporated to Mary L. Biondi and Ulrick J. Biondi, her husband, dated the 5th day of February, 1945, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 322, folio 453, (default having occurred thereunder), the undersigned, the assignee of said mortgage, will sell at public auction at the Court House door, of Annapolis, Maryland on Tuesday, October 30, 1951, at 11 o'clock A. M.

ALL THAT TRACT OF LAND situated and lying in the Second Election District of Anne Arundel County, aforesaid, containing 6.91 acres, more or less, according to a survey and plat by Edward Hall, Jr., County Surveyor, in April 1935, said plat recorded among the Land Records of Anne Arundel County in Liber E. A. M. 138, folio 440, and described as follows:

BEGINNING for the same at a pipe set on the north side of the Defense Highway, said point of beginning being South 82 degrees 49 minutes East 276 feet from the beginning of the conveyance from South River Farms, Inc., to Russell G. Bartgis and wife, as recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 62, folio 433, thence with said side of said Defense Highway and the lines of the conveyance to Bartgis, as aforesaid, South 82 degrees 49 minutes East 277.2 feet, thence South 85 degrees 22 minutes East 325 feet, thence South 87 degrees 00 minutes East 347.8 feet to intersect the South 48 degrees East outline of the whole tract, thence with the outline of the whole tract North 48 degrees West 248 feet, more or less, to intersect a line drawn North 7 degrees 31 minutes East from the beginning, thence with said line reversed South 7 degrees 31 minutes West 587 feet, more or less, to the beginning, containing 6.91 acres, more or less, according to survey and plat by Edward Hall, Jr., County Surveyor, in April 1935, said plat recorded among the Land Records of Anne Arundel County in Liber E. A. M. No. 138, folio 440.

BEING the same property conveyed to the party of the first part by the parties of the second part, by deed of even date herewith, intended to be recorded simultaneously herewith, and being the same property conveyed to Mary L. Biondi by William E. Howe and wife, by deed dated August 22, 1939, recorded among the Land Records aforementioned in Liber J. H. H. No. 296, folio 125.

This property is improved by one six-room frame bungalow; one log cabin, containing one room and porch; one log cabin, containing two rooms and porch; two frame cottages, containing two rooms each; frame garage, with three additional rooms; one outhouse with two toilets and two showers; three chicken houses; electricity and water.

TERMS OF SALE—A cash deposit of $500.00 will be required of the purchaser at the time of the sale; the balance to be paid upon ratification of the sale by the Circuit Court for Anne Arundel County, Maryland. Taxes and all other expenses to be adjusted to the day of sale.

RICHARD E. LANKFORD,
Assignee.

o-20

Filed 9 Nov. 1951.

LIBER 102 PAGE 25 FICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md. October 31, 1951

We hereby certify, that the annexed

Assignee's Sale
"Mary L. Biondi"

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 5 successive weeks before the 30th day of October, 1951. The first insertion being made the 26th day of September, 1951

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

ROBERT H. CAMPBELL - LIBER 102 PAGE 26 - **Auctioneer**

ASSIGNEE'S SALE

OF VALUABLE

Real Estate

AND IMPROVEMENTS

SITUATE IN THE SECOND ELECTION DISTRICT OF ANNE ARUNDEL COUNTY

Under and by virtue of the power and authority contained in a mortgage from The Volunteers of America, Incorporated, to Mary L. Biondi and Orick J. Biondi, her husband, dated the 5th day of February, 1945, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 323, folio 433, (default having occurred thereunder), the undersigned, the assignee of said mortgage, will sell at public auction at the Court House Door, of Annapolis, Maryland on

Tuesday, Oct. 30, 1951

AT 11 O'CLOCK, A.M.

ALL THAT TRACT OF LAND situated and lying in the Second Election District of Anne Arundel County, aforessaid, containing 6.91 acres, more or less, according to a survey and plat by Edward Hall, Jr., County Surveyor, in April 1935, said plat recorded among the Land Records of Anne Arundel County in Liber F. A. M. 138, folio 440, and described as follows:

BEGINNING for the same at a pipe set on the north side of the Defense Highway, said point of beginning being South 82 degrees 49 minutes East 275 feet from the beginning of the conveyance from South River Farms, Inc., to Russell G. Bartgis and wife, as recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 62, folio 433, thence with said side of said Defense Highway and the lines of the conveyance to Bartgis, as aforesaid, South 82 degrees 49 minutes East 277.2 feet, thence South 85 degrees 22 minutes East 325 feet, thence South 87 degrees 00 minutes East 347.8 feet to intersect the South 48 degrees East outline of the whole tract, thence with the outline of the whole tract North 48 degrees West 248 feet, more or less, to intersect a line drawn North 7 degrees 11 minutes East from the beginning, thence with said line reversed South 7 degrees 11 minutes West 587 feet, more or less, to the beginning, containing 6.91 acres, more or less, according to survey and plat by Edward Hall, Jr., County Surveyor, in April 1935, said plat recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 138, folio 440.

Filed 9 Nov. 1951.

BEING the same property conveyed to the party of the first part by the parties of the second part, by deed of even date herewith, intended to be recorded simultaneously herewith, and being the same property conveyed to Mary L. Biondi by William B. Rowe and wife, by deed dated August 22, 1939, recorded among the Land Records aforementioned in Liber J. H. H. No. 206, folio 125.

This property is improved by one six-room frame bungalow; one log cabin, containing one room and porch; one log cabin, containing two rooms and porch; two frame cottages, containing two rooms each; frame garage, with three additional rooms; one outhouse with two toilets and two showers; three chicken houses; electricity and water.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time of sale; the balance to be paid upon ratification of the sale by the Circuit Court for Anne Arundel County, Maryland. Taxes and all other expenses to be adjusted to the day of sale.

RICHARD E. LANKFORD,

Assignee.

LIBER 102 PAGE 26-B

This is to certify that I, D. V. Spangler, purchased the property described on the reverse side hereof at a public auction held at the Court House door, Annapolis, Maryland, on October 30, 1951, at 11:00 a.m. at and for the sum of $2,500.00.

D. V. Spangler

STATE OF MARYLAND, ANNE ARUNDEL COUNTY

I hereby certify that on this 30th day of October, 1951, beforeme, the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, aforesaid, personally appeared D. V. Spangler and made oath in due form of law that the above is true.

Gloria N. Bates, Notary Public

Filed 9 Nov 1951

This is to certify that I, Robeft H. Campbell, sold the property described on the reverse side hereof at public auction at the Court House door, Annapolis, Maryland, on October 30, 1951, to D. V. Spangler at and for the sum of $2,500.00.

Robert H. Campbell, Auctioneer

RICHARD E. LANKFORD, ASSIGNEE	*	IN THE CIRCUIT COURT
VS.	*	FOR
THE VOLUNTEERS OF AMERICA, INCORPORATED	*	ANNE ARUNDEL COUNTY
	*	NO. 10,352 EQUITY

* * * * * * * * * * *

ASSIGNEE'S REPORT OF SALE

The Report of Richard E. Lankford, Assignee, respectfully shows:

That after giving Bond with approved security, and after giving notice of the time, place, manner and terms of sale by advertisement in the Evening Capital, a daily newspaper published in the County of Anne Arundel for twenty days before the sale, he did, pursuant to said notice, attend at the Court House door in the City of Annapolis, on the 30th day of October, 1951, at 11:00 a.m., and then and there proceeded to sell said real estate mentioned in these proceedings as follows:

All that parcel of land lying and being in the Second Election District of Anne Arundel County, Maryland, described as follows:

BEGINNING for the same at a pipe set on the north side of the Defense Highway, said point of beginning being South 82 degrees 49 minutes East 275 feet from the beginning of the conveyance from South River Farms, Inc., to Russell G. Bartgis and wife, as recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 62, folio 433, thence with said side of said Defense Highway and the lines of the conveyance to Bartgis, as aforesaid, South 82 degrees 49 minutes East 277.2 feet, thence South 85 degrees 22 minutes East 325 feet, thence South 87 degrees 00 minutes East 347.8 feet to intersect the South 48 degrees East outline of the whole tract, thence with the outline of the whole tract North 48 degrees West 248 feet, more or less, to intersect a line drawn North 7 degrees 11 minutes East from the beginning, thence with said line reversed South 7 degrees 11 minutes West 587 feet, more or less, to

Filed: 7 Nov. 1951

LAW OFFICES
RICHARD E. LANKFORD
ANNAPOLIS, MD.

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the beginning, containing 6.91 acres, more or less, according to survey and plat by Edward Hall, Jr., County Surveyor, in April 1935, said plat recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 138, folio 440.

BEING the same property conveyed to the party of the first part by the parties of the second part, by deed of even date herewith, intended to be recorded simultaneously herewith, and being the same property conveyed to Mary L. Biondi by William B. Rowe and wife, by deed dated August 22, 1939, recorded among the Land Records aforementioned in Liber J.H.H. No. 206, folio 125.

He offered said premises for sale and sold same to D. V. Spangler at and for the sum of Two Thousand Five Hundred ($2,500.00) Dollars, it being then and there the highest bid for said property.

And as in duty bound, etc.

Richard E. Lankford, Assignee

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

I hereby certify that on this 21st day of January, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Richard E. Lankford, Assignee, and made oath in due form of law that the matters and facts set forth in the above report of sale is true to the best of his knowledge and belief and that the sale was fairly made.

Margaret B. Hendrix, Notary Public

LAW OFFICES
RICHARD E. LANKFORD
ANNAPOLIS, MD.

ORDER NISI

RICHARD E. LANKFORD,
ASSIGNEE
versus
THE VOLUNTEERS OF AMERICA,
INCORPORATED

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 10,352 Equity

Filed 9 Nov, 1951

Ordered, this 9 day of November, 1951, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Richard E. Lankford, Assignee, ~~Trustees~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19th ~~14~~ 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 19th ~~14~~ day of December next.

The report states that the amount of sales to be $2,500.00.

John H. Hopkins Lindy Clerk.

True Copy.

TEST: ..... Clerk.

(Final Order)

RICHARD E. LANKFORD,
ASSIGNEE
versus
THE VOLUNTEERS OF AMERICA,
INCORPORATED

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

..... Term, 19

Filed 28 Dec, 1951

ORDERED BY THE COURT, This 28th 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

LIBER 102 PAGE 30 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 17*, 19*51*

We hereby certify, that the annexed *Order Nisi*

Equity 10,352 Sale

Volunteers of America

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for *4* successive weeks before the *19th* day of *December*, 19*51*. The first insertion being made the *14th* day of *November*, 19*51*.

THE CAPITAL-GAZETTE PRESS, INC.

By *Bettie Carlson*

No. E. C. .....

Filed Nov. 27 1951

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,352 Equity
RICHARD E. LANKFORD, ASSIGNEE
Vs.
THE VOLUNTEERS OF AMERICA, INCORPORATED

Ordered, this 9th day of November, 1951, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Richard E. Lankford, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19th day of Decemebr next; Provided, 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 December next.

The report states that the amount of sales to be $2,500.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

d-f

A STOCK COMPANY—ESTABLISHED 1890

LIBER 102 PAGE 31

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE

10,352

ADDITIONAL BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Richard E. Lankford

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 FIFTEEN HUNDRED ($1500) 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 22nd day of January in the year of our Lord Nineteen Hundred Fifty-two

Whereas, the above bounden Richard E. Lankford

by virtue of the power contained in a mortgage from Volunteers of America Incorporated to Mary L. Biondi and husband bearing date the 5th day of February, 1945 and recorded among the mortgage records of Anne Arundel County in Liber J.H.H. No. 323 Folio 433 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 Richard E. Lankford

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

In Testimony Whereof, the above bounden Richard E. Lankford

has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Agent, ~~attested by its~~ the day and year first herein above written.

Signed, sealed and delivered in the presence of

Audrey M. Duley

Richard E. Lankford (SEAL)

(SEAL)

Attest:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Audrey M. Duley

By Ridgely P. Melvin
Attorney-in-fact

MD3228—1M, 5-42 103525
Mortgagee's or Attorney's Bond

approved this 23 Jan. 1952
John H. Hopkins, Clerk

Filed 23 Jan. 1952

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LIBER 102 PAGE 32

In the Case of

Richard E. Lankford,
Assignee
vs.
The Volunteers of America,
Incorporated

In the

Circuit Court

For

Anne Arundel County

No. 10,352 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 23 Jan., 1952.

January 21, 1952

All of which is respectfully submitted.

Laura K. Eckeling
Auditor.

Dr. Richard E. Lankford, Assignee, Vs. The Volunteers of America, Incorporated in ac.

To Assignee for Fee, viz:		50	00	
To Assignee for Commissions, viz:		107	50	157 50
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee		10	00	
Clerk of Court - Court costs		18	75	
Auditor - stating this account		9	00	37 75
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale		84	36	
Capital-Gazette Press - handbills & tax		10	05	
Capital-Gazette Press - order nisi (sale)		8	00	
Capital-Gazette Press - order nisi (acct)		6	00	
Fidelity & Deposit Co. of Md. -bond premiums		25	00	
Robert H. Campbell - auctioneer's fee		15	00	
Clerk of Court - recording assignment			75	
One-half Federal revenue stamps		1	38	
One-half State revenue stamps		1	37	
Gloria N. Bates - notary fee		1	00	152 91
To Assignee for Taxes, viz:				
1949 State and County taxes		32	08	
1950 State and County taxes		37	64	
1951 State and County taxes ($25.55-adj.)		21	30	91 02
To Lillian D. LeClair, Assignee of the mortgage filed in these proceedings - in full for mortgage claim filed				728 18
To The Volunteers of America, Inc., mortgagor - this balance	1,332	64		1,332 64
				2,500 00

18

with

Richard E. Lankford, Assignee

Cr.

1951				
Oct.	30	Proceeds of Sale	2,500 00	2,500 00
				2,500 00

LIBER 102 PAGE 35

ORDER NISI

Richard E. Lankford,
Assignee
VERSUS
The Volunteers of America,
Incorporated

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,352 Equity.

ORDERED, This 25 day of January, 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 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 28 day of February next.

John H. Hopkins, Jr., 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 J. Crane
Judge

FILED
1957 MAR -5 AM 9:30

Filed 25 Jan. 1952.

LIBER 102 PAGE 36

FFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., *February 21*, 19*52*

We hereby certify, that the annexed *Order Nisi*

Anne. Arct. Equity 10,352

Volunteers of America, Inc.

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 *28th* day of *February*, 19*52*. The first insertion being made the *28th* day of *January*, 19*52*.

THE CAPITAL-GAZETTE PRESS, INC.

By *Bessie L. Carson*

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,352 Equity
RICHARD E. LANKFORD, Assignee
Vs.
THE VOLUNTEERS OF AMERICA, Incorporated.

Ordered, this 25th day of January, 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 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 28th day of February next.

JOHN H. HOPKINS 3rd., Clerk.
True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
f 11

FILED
1957 MAR -2 AM 11:36

No. E. C. 560

IN THE MATTER OF THE SALE	:	IN THE CIRCUIT COURT
OF THE MORTGAGED REAL ESTATE	:	FOR
OF ROBERT E. PINDELL, CARRIE	:	ANNE ARUNDEL COUNTY
E. PINDELL AND DANIEL PINDELL	:	IN EQUITY
		No. 10,386

Filed 12 Dec., 1951.

Mr. Clerk:

Please file the enclosed Mortgage for Foreclosure and also file the bond herewith and statement of Mortgagee's claim.

H. Melvin Bull

H. Melvin Bull
Attorney named in Mortgage
2 E. Lexington Street
Baltimore -2, Maryland

MORE THAN ONE PARTY

No. 10,386 Equity.

LIBER 102 PAGE 38

(Maryland Mortgage) approved 5-8-34

Loan 18 -c-No. 1056

This Mortgage, Made this 28th day of September 1934, by and between Robert E. Pindell and Carrie E. Pindell, his wife, and Daniel Pindell, his son, of Anne Arundel Co., State of Maryland, Mortgagors, and HOME OWNERS' LOAN CORPORATION, Mortgagee.

WHEREAS, the Mortgagors are indebted unto the Mortgagee in the sum of Seven Hundred Thirty-two and Seventy-nine/100 - Dollars, in consideration whereof and for value received the Mortgagors have made and passed unto the Mortgagee their joint and several promissory note of even date herewith for said sum of Seven Hundred Thirty-two and Seventy-nine/100 - Dollars, with interest to accrue thereon at the rate of Five per centum per annum, which sum with interest the Mortgagors hereby covenant to pay to the Mortgagee at its office in Washington, D. C., in monthly instalments of $ 5.81 accounting from the date hereof, to be applied, first to interest on the unpaid balance and the remainder to principal until said debt is paid in full. With privilege to the Mortgagors to prepay said mortgage debt or any part thereof, whereupon interest will be charged only on the unpaid balance; and

WHEREAS, it is agreed by the parties hereto that said note provides that time is of the essence of this contract and that in the event of default in payment of any instalment for a period of Ninety (90) days the holder of said note may, at its option, declare all the remainder of said debt due and collectible, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time; and that in the event of default in payment, and if the same is collected by an attorney at law, the Mortgagors agree to pay all costs of collection, including a reasonable attorney's fee, not exceeding ten per cent, and

WHEREAS, said Mortgagors are desirous of securing the prompt payment of said mortgage debt, with interest as aforesaid, and in the instalments as hereinbefore provided, and the performance of the other covenants herein and in said note contained, these presents are executed.

NOW THEREFORE THIS MORTGAGE WITNESSETH, that for and in consideration of the premises and of the sum of ONE DOLLAR and other valuable considerations the Mortgagors do hereby grant and convey unto the said Mortgagee, its successors and assigns, all that lot of ground situate in Anne Arundel County, State of Maryland. and described as follows, that is to say:

Filed, 12 Dec., 1934.

All that parcel of ground situate in the Third Election District of Anne Arundel County, and more particularly described as follows:

Beginning for the same at the end of 46 perches on the second line of the whole tract and running thence on the same north 74¾ degrees east 26 perches; thence south 15¼ degrees east 71 perches to the center of the County Road south 64 degrees west 7.1 perches; thence north 86½ degrees west 20 perches to the southeast corner of the lot conveyed by Charles Mantly, Unmarried to Daniel Thomas, by deed dated October 3, 1916, and recorded in G.W. 130 folio 308, containing 11.45 acres, and thence on the same north 15¼ degrees west 66.6 perches to the place of beginning. Containing 11.4 acres, more or less.

Being the same property conveyed to the said Robert E. Pindell and Carrie E. Pindell, his wife, by deed from Charles Mantley, Unmarried, dated December 10, 1915, and recorded among the Land Records of Anne Arundel County in Liber G.W. 123 folio 304.

The property above described is the property of said Robert E. Pindell and Carrie E. Pindell, his wife, and the said Daniel Pindell

LIBER 102 PAGE 39

execute this mortgage and the note herein referred to for the purposes of also assuming the primary obligation, jointly and severally, to repay said indebtedness and fulfill the covenants herein contained, such obligation to be the joint and several direct and primary obligation of each and every one of the parties hereto.

TOGETHER with the buildings and improvements thereon and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining, together with all heating, plumbing and lighting fixtures and appliances now affixed to and being part of the realty.

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of Home Owners' Loan Corporation, its successors and assigns, in fee simple.

It is agreed by the parties hereto that wherever there is a reference in this mortgage to any of the parties hereto, the same shall be construed to mean as well the heirs, representatives, successors and assigns (either voluntary by act of the parties or involuntary by operation of law) of the same.

PROVIDED that if the Mortgagors shall pay or cause to be paid the aforesaid debt 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.

It is agreed that, until default be made in the premises, but not thereafter, the Mortgagors shall possess the said property upon paying in the meantime all ground rent, taxes and assessments, levies, public debts and charges of every kind, levied or assessed, or to be levied or assessed on said property, which ground rent, taxes, assessments, levies, public dues, charges, mortgage debt and interest the Mortgagors do hereby covenant to pay when legally demandable, and the Mortgagors do further covenant and agree that they shall, whenever called upon by the Mortgagee or its agent, deliver the receipted bills for ground rent and taxes accruing on said property, to the Mortgagee, or a certificate signed by each taxing official to whom any such taxes shall be payable, that all taxes due to be paid said official have been paid for the current year; and if the same be not promptly paid the Mortgagee may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate of six per centum per annum.

The Mortgagors covenant to pay all and singular the costs, charges and expenses, including lawyer's fees, reasonably incurred or paid at any time by said Mortgagee, because of the failure on the part of the Mortgagors to perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said note and this mortgage, or either, and every such payment shall bear interest from date at the rate of six per centum per annum.

The Mortgagors covenant to keep all buildings erected and to be erected upon said lands and all equipment and personalty herein mortgaged insured against loss or damage by fire or other contingencies, under a mortgage clause in the form approved by the Mortgagee, with insurers and to an amount approved by the Mortgagee, as a further security for said debt, and assign and deliver to the Mortgagee, as issued, with all premiums thereon paid in full, all insurance policies upon said property. In the event any sum of money becomes payable under such policy or policies, the Mortgagee shall have the option to receive and apply the same on account of the indebtedness hereby secured, or to permit the Mortgagors to receive and use it, or any part thereof, for the purpose of rebuilding or repairing the damaged premises, or for other purposes, without thereby waiving or impairing any equity or statutory lien or right hereunder. Upon the failure of the Mortgagors to procure and maintain insurance as above covenanted, said Mortgagee may effect such insurance, and every such payment shall bear interest from date at the rate of six per centum per annum.

The Mortgagors covenant to commit, permit or suffer no waste, impairment or deterioration of said property or any part thereof, and to perform, comply with and abide by each and every the stipulations, agreements, conditions, and covenants in said note and in this mortgage set forth and further covenant to keep the premises hereby mortgaged in good tenantable repair in the judgment of the Mortgagee, any failure to make such repairs to constitute a default hereunder.

The Mortgagors hereby assign to the Mortgagee all rents accruing on said premises and authorize said Mortgagee, by its agent, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Mortgagors, and to deduct from such rents all cost of collection and administration and to apply the remainder of the same on the debt hereby secured.

All cash advances made by the Mortgagee hereunder subsequent to the closing of the loan, covenanted to be paid by the Mortgagors, shall be fully secured by this instrument, shall be payable upon demand and shall bear interest at the rate of Six (6) per centum per annum. It is agreed that in the event the ownership of the mortgaged premises, or any part thereof, becomes vested in a person other than the Mortgagors, the Mortgagee, may, without notice to the Mortgagors deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagors without in any way vitiating or discharging the Mortgagors' liability hereunder or upon the debt hereby secured. No sale of said premises and no forbearance on the part of the Mortgagee and no extension of the time for the payment of said debt given by the Mortgagee shall operate to release, discharge, modify, change or affect the original liability of the Mortgagors herein either in whole or in part.

The Mortgagors bind themselves not to erect or permit to be erected any new buildings on said premises or to add to or permit to be added to any of the existing improvements thereon without the written consent of the Mortgagee, and in the event of any violation or attempt to violate this stipulation said note and this mortgage shall immediately become due and collectible at the option of the Mortgagee.

It is specifically agreed that time is of the essence of this contract and that no waiver of any obligation hereunder or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the instrument secured hereby.

If foreclosure proceedings of any junior mortgage should be instituted or any junior lien of any kind should be enforced, the Mortgagee may at its option immediately declare this mortgage and the note which the same secures, due and payable and start such proceedings as may be necessary to protect its interests in the premises.

[illegible]

In case of any default being made in the payment of said mortgage debt or the interest thereon to accrue in any part or either of them, at the time limited for the payment of the same, and said default shall continue for Ninety days, or in default of any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable at the option of the Mortgagee and it shall be lawful for the Mortgagee or its assigns, or John I. Rowe and , or either of them, at any time after such default to sell the mortgaged property or so much thereof as may be necessary, to satisfy and pay said debt, interest charges and all costs incurred in making such sale, (under Art. 66, Secs. 6 to 10 of the Maryland Code, Public General Laws, or any other General or Local Laws relating to Mortgages) and to grant and convey said property to the purchaser or purchasers thereof, his, her or their heirs, personal representatives 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 a newspaper printed in Anne Arundel County , and such other notice as by the Mortgagee or its assigns, may be deemed expedient; and in the event of a sale of said property under the assent to decree or 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 Twenty-five (25) 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 Mortgagee under this Mortgage, whether the same shall have matured or not, and the surplus (if any) shall be paid to the Mortgagors, or to whomever may be entitled thereto.

The Mortgagors 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, or under the assent to decree as hereinbefore set forth, 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 debt, 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 expenses, costs and commission the Mortgagors do hereby covenant to pay and the Mortgagee or its assigns, or John I. Rowe and , or either of them, 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 maye be proceeded with, unless prior to the day appointed therefor legal tender be made of said principal, costs, expenses and commission.

AND the Mortgagors further covenant to warrant specially said property and to execute such further assurances thereof as may be requisite.

WITNESS the hands and seals of the Mortgagors.

TEST: Augusta Dn. Brown — Robert E. Pindell (SEAL)

As to both — Carrie E. Pindell (SEAL)

Witnesses: Augusta Dn. Brown — her mark (SEAL)

John M. Gnaedinger — Daniel Pindell (SEAL)

as to her mark

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 28th day of September, 193 4, before me, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Robert E. Pindell, Carrie E. Pindell and Daniel Pindell

the Mortgagors named in the aforegoing Mortgage, and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared J. Oliver Clark

Agent of said Mortgagee, and made oath 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 and authorized to make this affidavit.

WITNESS my hand and Notarial Seal.

Augusta Dn. Brown
Notary Public.

My commission expires the [illegible] day of May, 193 5.

Execution of
J. Oliver Clark

LIBER 102 PAGE 41

Cancelled

For value received, Home Owners' Loan Corporation hereby assigns the above and within mortgage unto

JOHN I. ROWE

for the purpose of foreclosure and collection.

As witness the corporate seal of said Home Owners' Loan Corporation and the signature of

Nelson C. Simonson, Assistant Treasurer

Maryland

MORTGAGE

FROM

ROBERT E. PINDELL, CARRIE E. PINDELL, and DANIEL PINDELL

TO

HOME OWNERS' LOAN CORPORATION

18 c No. 1056

Received for Record ____ day of ____ 19__, at ____ o'clock ____M and same day recorded in Liber W. M. E. No. 131, folio 206 Land Records of Anne Arundel County.

Test: Martin Brady, Clerk.

For value received Robert C. Ward and Ethel T. Morgan, Trading as Morgan and Ward ~~hereby assign the within mortgage to Dorothy B. Ward.~~ November 9, 1951. and H. Melvin Bull hereby assign the within mortgage to Dorothy B. Ward.
November 9th, 1951.

Ethel T. Morgan Seal

Robert C. Ward Seal
Trading ass Morgan & Ward

H. Melvin Bull Seal

Received for Record 12 Day of Dec 1951, at 2 P.M and the same day recorded in Liber J.H.H. No. 131 Fol. 210, Land Records of Anne Arundel County.

John H. Hopkins Clerk

Ida D. Heck
Witness Ida D. Heck

~~Rax~~

For value received Dorothy B. Ward, hereby assigns the within mortgage to H. Melvin Bull for forclosure. November 9, 1951.

Dorothy B. Ward Seal

Ida D. Heck
Witness
Ida D Heck

Received for Record 12 Day of Dec 1951, at 2 P.M and the same day recorded in Liber J.H.H. No. 131 Fol. 210, Land Records of Anne Arundel County.

John H. Hopkins Clerk

HOLC Form 157 - Maryland
Approved 9-14-48

3170.8

Loan No. 18 28 C 1056

LIBER 102 PAGE 42

No. 10,386 Equity

LIBER 520 PAGE 342

THIS ASSIGNMENT OF MORTGAGE, made this 20 day of April , 19 49 by the HOME OWNERS' LOAN CORPORATION, a body corporate.

WITNESSETH, that in consideration of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the said HOME OWNERS' LOAN CORPORATION doth hereby grant and convey, without recourse to it, the HOME OWNERS' LOAN CORPORATION, unto Morgan and Ward and H. Melvin Bull, 210 Crain Hghway, Glen Burnie, Maryland, its or his personal representatives and assigns, all that certain mortgage from ROBERT E.PINDELL and CARRIE E. PINDELL, his wife and Daniel Pindell, his son to the HOME OWNERS' LOAN CORPORATION, dated the 28 day of September , 19 34, and recorded on the 4th day of October , 19 34, in Liber 131 Page 206 , of the Land Records of Anne Arundel County , State of Maryland, together with the property thereby conveyed and the mortgage debt thereby secured, subject however, to the right of the said mortgagor, his, her or their heirs and assigns, to release the indebtedness secured by said mortgage with bonds of the HOME OWNERS' LOAN CORPORATION at their face value.

This assignment is made and accepted subject to the condition that the Assignee herein shall not be entitled to demand or collect interest on the assigned debt or obligation at a rate in excess of four and one-half per centum per annum.

AND the HOME OWNERS' LOAN CORPORATION does hereby constitute and appoint Nelson C. Simonson , to be its Attorney, for it and in its name and as and for its corporate act and deed to acknowledge this ASSIGNMENT OF MORTGAGE to the intent that the same may be duly recorded.

IN WITNESS WHEREOF, the HOME OWNERS' LOAN CORPORATION has caused this instrument to be executed and its corporate seal to be hereunto affixed by H. A. Bechtel , its Treasurer, hereunto duly authorized this 20th day of April , 1949.

HOME OWNERS' LOAN CORPORATION

By H. A. Bechtel Treasurer

ATTEST:

Nelson C. Simonson, Asst. Treasurer

STATE OF NEW YORK)
) TO-WIT:
COUNTY OF NEW YORK)

I, hereby certify that on this 20 day of April , 1949, before me, the subscriber, a Notary Public of said State of New York, in and for the County aforesaid, personally appeared Nelson C. Simonson , the Attorney named in the foregoing assignment of mortgage and by virtue and in pursuance of the authority therein conferred upon him, acknowledged the said assignment of mortgage to be the act and deed of said HOME OWNERS' LOAN CORPORATION.

AS WITNESS my hand and notarial seal,

Mae R. Fehlman

MAE R. FEHLMAN
NOTARY PUBLIC, STATE OF NEW YORK
No. 31-1180000
Term Expires March 30, 1951

Recorded- 5th-May-1949-at-2:50-P.M.

6

Assignment of Mortgage
to
Morgan & Ward & H.M.Melvin Bull
from
Home Owners'Loan Corporation

Received for Record 5 Day of May 1949 at 2-54 o'clock P.M. and the same day recorded in Liber J.H.H., No. 520 Fol. 342. Land Records of Anne Arundel County.

John H. Hopkins Clerk

LIBER 102 PAGE 44

IN THE MATTER OF THE SALE	:	IN THE CIRCUIT COURT
OF THE MORTGAGED REAL ESTATE	:	FOR
OF ROBERT E. PINDELL, CARRIE	:	ANNE ARUNDEL COUNTY
T. PINDELL AND DANIEL PINDELL	:	IN EQUITY

#10386

MORTGAGEE'S CLAIM

Balance of Mortgage debt as of December 5th, 1951	$ 320.00
Advertising foreclosure sale	32.95
Total	$ 352.95

Filed 12 Dec., 1951

R. Melvin Bull
Attorney ~~named in Mortgage~~
2 E. Lexington Street
Baltimore -2, Maryland

Mortgagee and Attorney's Bond. 1-369 1m-12-32

LIBER 102 PAGE 45

70469

New Amsterdam Casualty Company

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK

No. 10,386 Equity

Know All Men by These Presents:

That we H. Melvin Bull - 2 E. Lexington Street, Baltimore, Maryland, as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of TWENTY-FIVE HUNDRED AND 00/100 ($2500.00) 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 11th day of December in the year nineteen hundred and fifty-one.

Whereas, the above bounden H. Melvin Bull - Trustee by virtue of the power contained in Assigned Mortgage from Robert E. Pindell and Carrie E. Pindell, his wife and Daniel Pindell, their son to the Home Owner Loan Corporation, bearing date the 28th day of September nineteen hundred and thirty-four and recorded among the Land Records of Anne Arundel County, in Liber WMB No. 131, Folio 206, and

WHEREAS, assignment of said mortgage has been made to H. Melvin Bull 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 H. Melvin Bull 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

Evelyn P. Wardner
Attest:

H. Melvin Bull (Seal)
H. Melvin Bull
(Seal)
(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By
Vice-President J. F. Eierman

Assistant Secretary Jos. T. Kozlosky

Attest: E. M. Keyser
E.M.Keyser

approved this 12 Dec. 1951
John H. Hopkins, Trust Clerk

Filed 12 Dec. 1951

9

IN THE MATTER OF THE SALE	:	IN THE CIRCUIT COURT
OF THE MORTGAGED REAL ESTATE	:	FOR
OF ROBERT E. PINDELL, CARRIE	:	ANNE ARUNDEL COUNTY
E. PINDELL and DANIEL PINDELL	:	IN EQUITY
		No. 10,386

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of H. Melvin Bull, Assignee, filed in these proceedings respectfully shows:

That after giving Bond for the faithful discharge of his trust, said Bond having been duly approved by the Clerk of this Court and after having given notice of the time, place, manner and terms of said sale by advertisement inserted in the Maryland Gazette, a weekly newspaper published in Anne Arundel County, for more than twenty days preceding the day of sale, the said Assignee did, pursuant to said notice on December 13th 1951, at 1:00 P.M. o'clock, attend on the premises, and then and there sold the property described in said mortgage unto Daniel Pindell, at and for the sum of Twelve Hundred Dollars ($1200.00), the best price obtainable.

RESPECTFULLY SUBMITTED,

H. Melvin Bull
Assignee
2 E. Lexington Street
Baltimore -2, Maryland

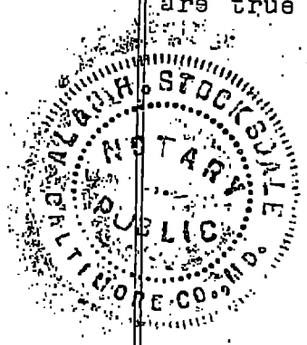
Filed 26 Dec., 1951.

10

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 20TH day of December, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared H. Melvin Bull, Assignee, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true and that the said sale was fairly made.

AS WITNESS my hand and Notarial Seal.



Alan H. Stocksdale

Alan H. Stocksdale, Notary Public

11

ORDER NISI

LIBER 102 PAGE 48

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF

~~XXXXXXXX~~

ROBERT E. PINDELL,
CARRIE E. PINDELL and
DANIEL PINDELL

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,386 Equity

Ordered, this 26 day of December, 1951, That the sale of the Property in these Proceedings mentioned, made and reported by H. Melvin Bull, Assignee, ~~Trustees~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 4 day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 4 day of February next.

The report states that the amount of sales to be $ 1,200.00.

John H. Hopkins, 2nd Clerk.

True Copy,

TEST: .....Clerk.

Filed 26 Dec., 1951.

(Final Order)

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF

~~XXXXXX~~

ROBERT E. PINDELL,
CARRIE E. PINDELL and
DANIEL PINDELL

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

..... Term, 19

ORDERED BY THE COURT, This 26th day of February, 195-, that the sale made and reported by the ~~Trustee~~ Assignee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

Filed 26 Feb., 1952.

LIBER 102 PAGE 49 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 8, 1952

We hereby certify, that the annexed Order Nisi Equity 10,386 Robert E. Pindell

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 February, 1952. The first insertion being made the 3rd day of January, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

By Bettie L. Carlson

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,386 Equity
IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF ROBERT E. PINDELL, CARRIE E. PINDELL and DANIEL PINDELL.

Ordered, this 26th day of December, 1951, That the sale of the Property in these Proceedings mentioned, made and reported by H. Melvin Bull, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 4th 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 4th day of February next.

The report states that the amount of sales to be $1,200.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

1-24

Filed 25 Feb. 1952

No. MG 9772

15

LIBER 102 PAGE 50

In the Case of

In the Matter of the Sale of the
Mortgaged Real Estate
of
~~vs.~~
Robert E. Pindell,
Carrie E. Pindell, his wife, and
Daniel Pindell

In the

Circuit Court

For

Anne Arundel County

No. 10,386 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 30 Dec., 1952.

December 23, 1952

All of which is respectfully submitted.

Laura L. Jackson
Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Robert E. Pindell, Carrie E. Pindell, his wife, and Daniel Pindell in ac.

To Assignee for Fee, viz:	25 00	
To Assignee for Commissions, viz:	66 00	91 00
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10 00	
Clerk of Court - Court costs	20 75	
Auditor - stating this account	18 00	
		48 75
To Assignee 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	
New Amsterdam Casualty Co. - bond premiums for years 1951 and 1952	20 00	
Robert H. Campbell - auctioneer's fee	10 00	
Clerk of Court - recording assignment	1 50	
Alan H. Stocksdale - notary fee	50	78 82
To Assignee for Claims filed in Estate of Carrie Pindell, deceased, (Order of 1/24/52), viz:		
C. Osborne Duvall, Assignee of J. B. Johnson - funeral expenses for Carrie E. Pindell, surviving tenant by the entirety,	347 00	
Wilmer J. Trimble and John A. Arknazeski- fee for appraising real and personal estate	17 00	
The Hodges Agency - premiums for 1950 and 1951 on Administrator's bond	20 00	
Capital-Gazette Press - notice to creditors	8 00	
R. Glenn Prout, Register of Wills - costs	10 35	
Clerk of Court - certified copy of deed (filed in #10,275 Equity)	1 75	
Clerk of Court - Court costs in #10,275 Equity	55 15	459 25
To Dorothy B. Ward, Assignee of Mortgage filed in these proceedings - in full for mortgage claim filed 12/12/51	320 00	320 00
BALANCE FOR DISTRIBUTION - $1,270.02		
Distributed to the heirs of Carrie E. Pindell, surviving tenant by the entirety, (Order of 12/22/52), viz:		
Daniel Pindell, son - one-twelfth	22 50	
Maggie Pindell, daughter - one-twelfth	22 50	
Mollie Pindell, daughter - one-twelfth	22 50	
Carrie Queen, daughter - one-twelfth	22 50	
Jessie Branch, daughter - one-twelfth	22 50	
Sarah Pindell, daughter - one-twelfth	22 50	
Robert Pindell, son - one-twelfth	22 50	
Budella Pindell, daughter - one-twelfth	22 50	
Alice A. Jackson, daughter - one-twelfth	22 50	
James Pindell, son - one-twelfth	22 50	
William Pindell, son - one-twelfth	22 51	
Mabel Pindell, daughter - one-twelfth	22 51	270 02
		1,267 84

15

with H. Melvin Bull, Assignee Cr.

1951				
Dec.	13	Proceeds of Sale	1,200 00	
		Interest on deferred payment ($1,100.) to 12/23/52	67 84	1,267 84
				1,267 84

LIBER 102 PAGE 53

Filed 30 Dec., 1952.

ORDER NISI

In the Matter of the Sale of the Mortgaged Real Estate of ~~VERSUS~~ Robert E. Pindell, Carrie E. Pindell, his wife, and Daniel Pindell

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,386 Equity.

ORDERED, This 30 day of December, 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 9 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 9 day of February next.

John F. Hopkins 3rd, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 5th 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.

Matthew S. Evans
Judge

FILED

1957 MAR -5 AM 9:31

LIBER 102 PAGE 54

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,380 Equity

In The Matter Of The Sale Of The Mortgaged Real Estate Of ROBERT E. PINDELL, CARRIE E. PINDELL his wife, and DANIEL PINDELL.

Ordered, this 30th day of December, 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 9th 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 9th day of February next.

JOHN H. HOPKINS, 3rd., Clerk.

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

1-22

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 1, 1953

We hereby certify, that the annexed

Order Nisi - Anne Arundel Equity 10,380

Robert E. Pindell

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 February, 1953. The first insertion being made the 8th day of January, 1953

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

FILED

No. M.G. 1357 1953 MAR 2 AM 11:36

FRANCIS COLSTON RIENHOFF, Infant by Frances Y. Rienhoff, his mother and next friend Complainant	:	
-vs.-	:	IN THE
MAC CALLUM RIENHOFF,	:	CIRCUIT COURT
HUGH YOUNG RIENHOFF and KATHRYN RIENHOFF, his wife	:	FOR
and	:	ANNE ARUNDEL COUNTY
WILLIAM FRANCIS RIENHOFF, III and GRACE S. RIENHOFF, his wife Defendants	:	Equity No. 10,833

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of George W. Baker, Jr., Trustee herein, respectfully represents:

1. That he was appointed Trustee in the above-entitled cause by decree of this Honorable Court dated December 20, 1953 to make sale of the real estate mentioned in these proceedings, said real estate consisting of approximately 21 acres of land and gave bond as such Trustee in the sum of $50,000.00.

2. That in order to realize the greatest return from the sale of said land, your Petitioner caused it to be plotted into lots for sale pursuant to a uniform plan and scheme of development.

3. That as set forth in the testimony in this cause, said lots are of a very high type being located adjacent to Gibson Island and it is expected that it may be sometime before they are all sold.

4. That the Auditor's First Account herein was filed on or about March 22, 1955, and ratified and confirmed on May 2, 1955, at which time your Petitioner made distribution of all funds pursuant thereto.

5. That your Petitioner receives the sum of $4,278.68 per year on the contract of sale with The Gibson Island Club.

Filed: 31 Oct. 1955

90

6. That your Petitioner now has $7,006.33 representing collections made on the sale to the Gibson Island Club and collections on the approved sales of 3 other lots, which said funds will be distributed upon the filing of the Auditor's Second Account.

7. That since your Petitioner will have an Auditor's Account stated annually and will distribute all funds received in accordance therewith, the total amount of money in his hands as Trustee at any one time should not exceed $15,000.00.

8. That it would be to the best interests and advantage of the parties hereto were the Trustee's bond to be reduced to $15,000.00 subject to the further order of this Honorable Court.

WHEREFORE, your Petitioner prays that an order may be passed by this Honorable Court reducing the said bond to such sum as this Honorable Court may deem sufficient for the proper protection of the property and assets of said estate remaining in his hands.

AND AS IN DUTY BOUND, ETC.

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

George W. Baker, Jr., Trustee
George W. Baker, Jr., Trustee
Petitioner

STATE OF MARYLAND:

CITY OF BALTIMORE:

I HEREBY CERTIFY that on this 28th day of October, 1955, before me, the subscriber, a notary public in and for the City and State aforesaid, personally appeared GEORGE W. BAKER, JR., TRUSTEE, who made oath in due form of law that the matters and facts contained in the aforegoing Petition are true to the best of his knowledge and belief.

Elaine McLendon
Notary Public

ELAINE McLENDON NOTARY PUBLIC BALTIMORE MD.

91

FRANCIS COLSTON RIENHOFF, Infant by Frances Y. Rienhoff, his mother and next friend
Complainant

-vs.-

MAC CALLUM RIENHOFF,

HUGH YOUNG RIENHOFF and KATHRYN RIENHOFF, his wife

and

WILLIAM FRANCIS RIENHOFF, III and GRACE S. RIENHOFF, his wife
Defendants

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

Equity No. 10,833

. . .

ORDER

Upon the foregoing Petition and Affidavit it is this 1st day of November, 1955, by the Circuit Court for Anne Arundel County in Equity ORDERED that for the future the penalty of the bond of George W. Baker, Jr., Trustee herein, be, and the same is hereby, fixed at the sum of $ 25,000, subject to the further order of this Court.

Benjamin Michael
Judge

Filed: 1 Nov 1955

In the Case of

Francis Colston Rienhoff,
Infant, etc.
vs.
MacCallum Rienhoff,
et al

In the

Circuit Court

For

Anne Arundel County

No. 10,833 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 9, 1956

All of which is respectfully submitted.

Laura N. Jichling
Auditor.

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.

Dr.

Francis Colston Rienhoff, Infant; etc. vs. MacCallum Rienhoff, et al in ac.

To Trustee for Commissions on Corpus Collections (10% on $12,535.19 - Order of 3/14/55) viz:	1,253	52		
To Trustee for Commissions on Income Collections (6% on $2,440.15) viz:	146	41	1,399	93
To Trustee for Court costs, viz:				
Clerk of Court - Court costs paid 5/2/55	22	50		
Clerk of Court - additionalcosts to date	5	50		
Auditor - stating this account	45	00	73	00
To Trustee for Expenses and Adjustments in connection with Sales, viz:				
Fidelity & Deposit Co. of Md. - bond premium	200	00		
Capital-Gazette Press - order nisi (acct)	6	00	206	00
Capital-Gazette Press - order nisi on Badenhoop sale	8	00		
One-half Federal documentary stamps	5	50		
One-half State documentary stamps	5	50		
Clerk of Court - share of cost of recording restrictions	16	00		
Capital-Gazette Press - order nisi on Schaefer sale	8	00	43	00
To Trustee for Taxes, viz:				
1955 State and County taxes on entire tract	456	50		
1956 State and County taxes on Lots 3-7 and 17-20	94	90		
1956 State and County taxes on Lots 1 and 2 and 8-16	319	81	871	21
Total Corpus Receipts $12,535.19				
LESS:				
Trustee's Commissions, as above $1,253.53				
Expenses of Sales and transfer, etc 43.00				
1,296.52				
Corpus balance for distribution: $11,238.67				
Distributed as follows:				
To MacCallum Rienhoff - one-fourth	2,809	67		
To Hugh Young Rienhoff - one-fourth	2,809	67		
To Wm. Francis Rienhoff - one-fourth	2,809	67		
To Francis Colston Rienhoff - one-fourth	2,809	66	11,238	67
Total Income Receipts $ 2,505.98				

LIBER 102 PAGE 60

LESS:					
Trustee's Commissions as above	$ 146.41				
Operating Expenses, taxes, etc.	1,150.21				
		1,296.62			
Income balance for distribution		-$1,209.36			
Distributed as follows:					
To MacCallum Rienhoff - one-fourth			302	34	
To Hugh Young Rienhoff - one-fourth			302	34	
To Wm. Francis Rienhoff - one-fourth			302	34	
To Francis Colston Rienhoff - one-fourth			302	34	1,209 36
					15,041 17

with

George W. Baker, Jr., Trustee

Cr.

1955		**Principal Payments**			
Mar.	18	Balance due on purchase price of 6.25 acres sold to Gibson Island Club, Inc., by contract dated 4/26/54, as shown by Auditor's Account ratified 5/2/55	$30,811.81		
		Quarterly principal payments as follows:			
Apr.	7		$ 607.49		
July	12		616.61		
Oct	13		625.85		
1956					
Jan.	11		635.24		
			2,485.19	2,485 19	
		Principal balance due	28,326.62		
		Purchase price of Lots 4 and 19 sold to Herman Badenhoop and wife by Contract dated 8/12/54, and ratified 10/19/54		9,750 00	
		Purchase price of Lot 20 sold to Lester N. Schaefer and wife by Contract dated 11/12/54 and ratified 12/29/54	$ 5,100.00		
		Paid on account	300.00	300 00	
		Principal balance due	$ 4,800.00		12,535 19
		Income			
		Gibson Island Club, Inc. - interest on principal balances due under contract of 4/26/54, viz:			
		4/7/55	$ 462.18		
		7/12/55	453.06		
		10/13/55	443.82		
		1/11/56	434.43	1,793 49	
		Herman Badenhoop - interest on deferred payments on purchase price of Lots 4 and 19, viz:		519 33	
		Interest onSAvings Account, viz:			
		1/24/55	$ 58.33		
		6/30/55	25.53		
		12/31/55	43.47		
				127 33	2,440 15
		Refunds to Income			
		1954-56 State and County taxes on Lots 4 and 19 sold to Herman Badenhoop, viz:			
		1955	$17.50		
		1956	15.00	32 50	
		Refund on bond premium - 11/18/55		33 33	65 83
					15,041 17

ORDER NISI LIBER 102 PAGE 62

Francis Colston Rienhoff,
Infant, etc.
VERSUS
MacCallum Rienhoff,
et al

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,833 Equity.

ORDERED, This 15th day of February, 1956, 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 26th 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 26th day of March next.

Filed FEB 15 1956 George J. Cromwell, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 17th day of August, 1956, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge

No. EQUITY
19 No. Docket

IN THE
CIRCUIT COURT
FOR
Anne Arundel County

VS.

Auditor's Report and Account

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1956 AUG 17 PM 3:10

Order nisi 19
Final order 19
Filed 19

ORDER NISI

VERSUS

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

FRANCIS COLSTON RIENHOFF, Infant by Frances Y. Rienhoff, his mother and next friend

Complainant

-vs.-

MAC CALLUM RIENHOFF,

EUGE YOUNG RIENHOFF and KATHRYN RIENHOFF, his wife

and

WILLIAM FRANCIS RIENHOFF, III and GRACE S. RIENHOFF, his wife

Defendants

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Equity No. 10,933

TRUSTEE'S PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of George W. Baker, Jr., Trustee, respectfully represents:

1. That he entered into an installment contract dated April 26, 1954 for the sale to Gibson Island Club, Incorporated, a Maryland corporation (hereinafter referred to as "Vendee") of 6.05 acres more or less of the property shown on the plat of Windmill Point (heretofore filed herein as "Trustee's Exhibit A") for the principal sum of $40,000.00, payable $1,000.00 in cash upon the execution thereof, $7,000.00 in cash within 30 days after ratification, and the balance in equal quarterly installments of $1,069.67 over a period of 10 years from the date of ratification, including interest at the rate of 6 per cent per annum on the unpaid balance, and with certain prepayment privileges hereinafter referred to.

2. That said contract of sale was ratified by this Honorable Court on July 15, 1954 and all payments required to be made thereunder to this date have been made on or before the date due.

3. That when said contract of sale was executed, it was understood that the Vendee intended to have a private school erected at an early date on the southeasternmost part of the property therein described, and for that purpose there was included in said contract a provision that "the Vendee shall have the privilege, at any time, upon the prepayment on

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account of the aforementioned purchase price of the sum of $5,000.00 (in addition to the regular quarterly payments required hereunder) of obtaining at its expense from the Vendor a fee simple deed to the southeasternmost part of said property, "said southeasternmost part containing one (1) acre, more or less, and being fully described therein. (For the convenience of the Court your Petitioner attaches hereto marked "Trustee's Exhibit D" a plat entitled "Plat of the Division of 6.25 Ac Tract, Windmill Point," said plat having been prepared at the Vendees expense by J. R. McCrone, Jr., Inc. under date of February 22, 1956. The said southeasternmost one acre part of said property is shown on said plat as "Parcel 1," and will hereafter be referred to as "Parcel 1 ")

4. That the Vendee recently advised your Petitioner that it would like to start construction of the school immediately, but that its plans would require a 2.65 acre site for the school, consisting of said Parcel 1 and of a 1.65 acre portion immediately adjoining Parcel 1, which is designated on said "Trustee's Exhibit D" as "Parcel 2" (and will hereafter be referred to as "Parcel 2"). Said Parcel 2 is fully described in a proposed Agreement of Amendment which is hereinafter referred to in paragraph 6 hereof, and is attached hereto.

5. That the Vendee further advised your Petitioner that in order to obtain a fee simple deed to said parcel 1 and parcel 2, it was willing to prepay the sum of Fifteen Thousand Three Hundred Twenty-six Dollars and Sixty-two Cents ($15,326.62) on account of the purchase price in said contract of sale;(i. e. $5,000.00 for a deed of said parcel 1 in accordance with the provisions of said contract of sale mentioned in paragraph 3 hereof, and $10,326.62 for a deed of said parcel 2 and a change in the schedule of payments as hereafter mentioned), leaving an unpaid principal balance of Thirteen Thousand Dollars ($13,000.00), provided that its quarterly payments of interest and principal on said unpaid balance be then reduced to Three Hundred Thirty Dollars and Twelve Cents ($330.12) and that the first such payment be due on June 28 , 1956 with the right of prepayment and the date of the final payment (i.e. July 15, 1964) as now contained in said contract of sale remaining unchanged.

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6. That in the belief that said proposals of the Vendee would be to the best interest and advantage of all the parties to these proceedings having an interest therein, and after discussing the said proposals with and receiving the approval of said parties in interest, your Petitioner executed with the Vendee, but subject to the approval of this Honorable Court, an agreement of Amendment under date of March 28, 1956, which, if approved, would amend the aforesaid installment contract of sale of April 26, 1954 in accordance with the proposals of the Vendee heretofore referred to; and that said Agreement of Amendment is attached hereto and is prayed to be taken as a part hereof.

7. That if said Agreement of Amendment is approved, and the Vendee thereby permitted to obtain a deed to said parcels 1 and 2, there will be 3.6 acres, more or less, remaining under said installment contract, said remaining 3.6 acre part being designated as parcel 3 on said "Trustee's Exhibit B"; that most of said parcel 3 is waterfront property, so that while it comprises approximately 57% of the total 6.25 acre tract, its value, as shown by the testimony of the appraisers heretofore filed herein, is equal to approximately 62½% of the original contract price; and thus if said Agreement of Amendment is approved, there will still remain under said contract of sale land equal to approximately 57% in quantity and 62½% in value, to be conveyed upon payment, with interest, of the unpaid principal balance of $13,000.00 which unpaid balance would represent 32½% of the original contract price.

8. That your Petitioner believes and therefore alleges that it would be to the best interest and advantage of all parties having an interest herein were said Agreement of Amendment to be approved.

9. That the consent of all of the parties to this proceeding having an interest therein is attached hereto.

WHEREFORE, your Petitioner prays that an Order may be passed ratifying and approving said Agreement of Amendment.

AND AS IN DUTY BOUND, ETC.

George W. Baker, Jr., Trustee

Petitioner

George W. Baker, Jr., Trustee

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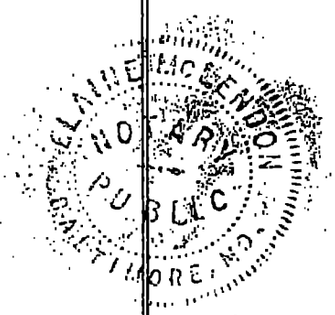
STATE OF MARYLAND:

CITY OF BALTIMORE:

I HEREBY CERTIFY that on this 28th day of March , 1956, before me the subscriber, a notary public in and for the City and State aforesaid, personally appeared GEORGE W. BAKER, JR., Trustee, who made oath in due form of law that the matters and facts contained in the aforegoing Petition are true to the best of his knowledge and belief.

Elaine McLendon
Notary Public

Elaine McLendon



CONSENT OF PARTIES IN INTEREST

The undersigned, MacCallum Rienhoff; Hugh Young Rienhoff; Kathryn Rienhoff, his wife; William Francis Rienhoff, III and Grace S. Rienhoff, his wife; Defendants in the above-entitled case, and Frances Y. Rienhoff, mother and next friend of Francis Colston Rienhoff, Infant Complainant in the above-entitled case, having read the aforegoing Petition and proposed Agreement of Amendment, do hereby consent to the granting of the relief prayed.

MacCallum Rienhoff

Hugh Young Rienhoff

Kathryn Rienhoff

William Francis Rienhoff, III

Grace S. Rienhoff

Frances Y. Rienhoff, Mother
and next friend of Francis
Colston Rienhoff

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1956 APR 10 AM 11:51

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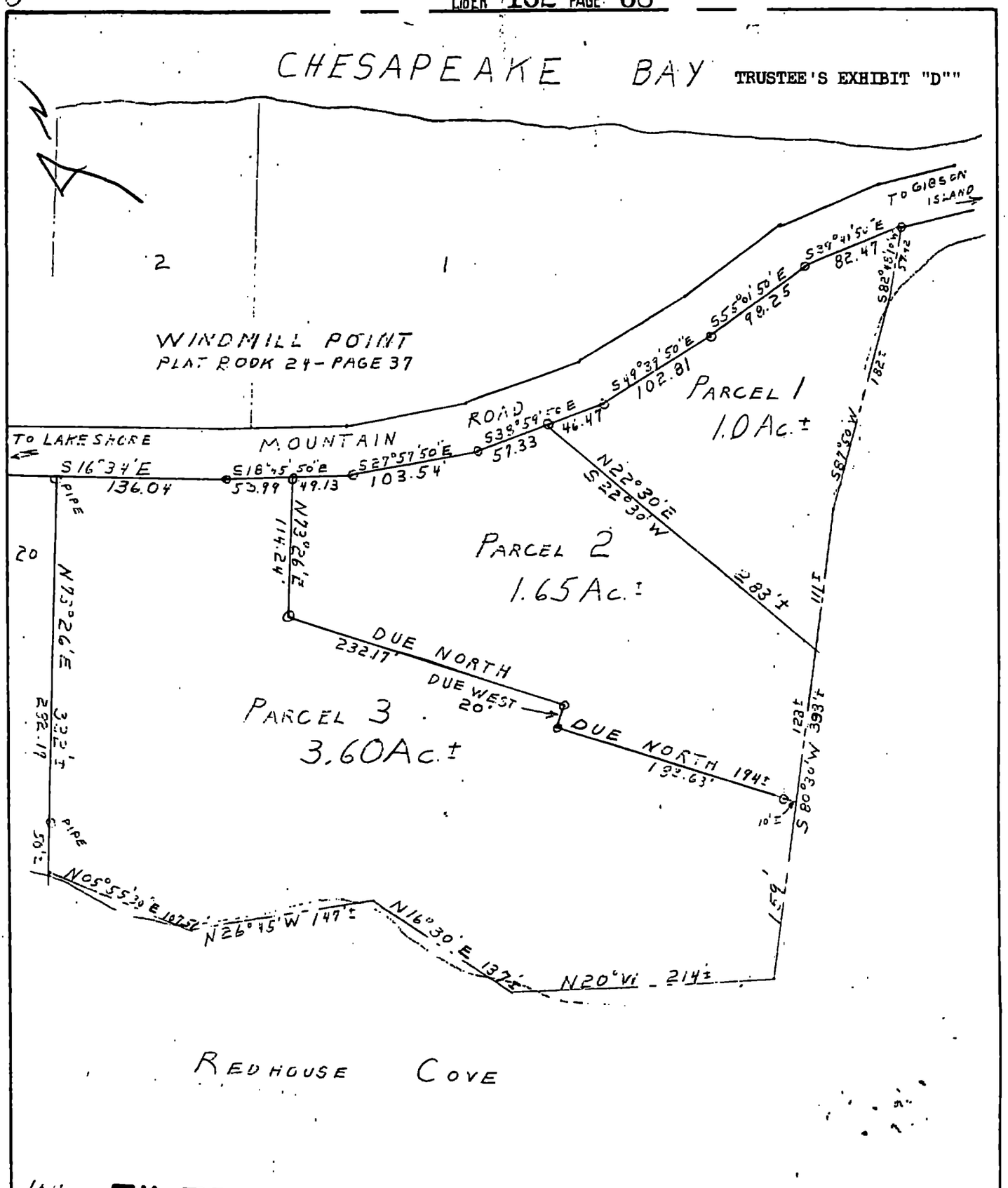
TRUSTEE'S EXHIBIT "D""



FILED

Scale 1956 APR 10 AM 11:51	PLAT OF THE DIVISION OF 6.25 AC. TRACT WINDMILL POINT	J. R. McCRONE Jr., Inc. Registered Professional Engineers and Surveyors Annapolis, Md.
Date FEB. 22, 56	3RD. DIST. A.A. COUNTY, MARYLAND	

FRANCIS COLSTON RIENHOFF, Infant by Frances Y. Rienhoff, his mother and next friend Complainant	:	IN THE CIRCUIT COURT
-vs.-	:	FOR
MAC CALLUM RIENHOFF, HUGH YOUNG RIENHOFF and KATHRYN RIENHOFF, his wife and WILLIAM FRANCIS RIENHOFF, III and GRACE S. RIENHOFF, his wife Defendants	:	ANNE ARUNDEL COUNTY Equity No. 10,833

. . . . . .

AGREEMENT AMENDING CONTRACT OF SALE

This Agreement made this 28th day of March, 1956, between GEORGE W. BAKER, JR., Trustee under decree of the Circuit Court for Anne Arundel County dated December 28, 1953, in Equity Proceedings No. 10,833 entitled "Francis Colston Rienhoff, et al. v. MacCallum Rienhoff, et al." (hereinafter called "Vendor" or "Trustee") of the first part, and GIBSON ISLAND CLUB, INCORPORATED, a body corporate duly incorporated under the laws of the State of Maryland (hereinafter called "Vendee"), of the second part.

WHEREAS, the parties entered into a contract of sale dated April 26, 1954 for the purchase by the Vendee of certain property in Anne Arundel County, Maryland containing 6.25 acres more or less as shown on the plat of Windmill Point dated December 31, 1953 and filed as "Trustee's Exhibit A" in Equity Proceedings Nos. 10,833 in the Circuit Court for Anne Arundel County entitled "Rienhoff et al. v. Rienhoff et al," the purchase price being Forty Thousand Dollars ($40,000.00) payable in installments as therein set forth; and

WHEREAS, said contract of sale was ratified by the Circuit Court for Anne Arundel County on July 15, 1954 and the Vendee has made all payments required to be made to date under said contract of sale; and

WHEREAS, it is provided in said contract of sale "that the Vendee shall have the privilege at any time, upon the prepayment on account of the aforementioned purchase price of the sum of Five Thousand Dollars ($5,000.00) (in addition to the regular quarterly payments required hereunder), of obtaining

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at its expense from the Vendor a fee simple deed to the said southeasternmost part of said property", which said southeasternmost part (hereinafter sometimes referred to as "Parcel 1") is more fully described in said contract of sale and is shown as "Parcel 1" on a plat dated February 22, 1956 and entitled "Plat of the Division of 6.25 Ac. Tract Windmill Point" to be marked "Trustee's Exhibit D" and filed with the Trustee's Petition for approval of this Agreement of Amendment; and

WHEREAS, the parties desire to amend said contract of sale with the understanding that such amendment shall be subject to the approval of the Circuit Court for Anne Arundel County in said proceedings.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: that for and in consideration of the mutual promises herein contained, the parties hereto agree that the aforementioned contract of sale shall be amended as follows:

1. The Vendee shall exercise the aforementioned privilege and prepay the sum of Five Thousand Dollars ($5,000.00) on account of the purchase price set forth in said contract of sale and thereupon shall be entitled to and shall receive a deed of said "Parcel 1".

2. The Vendee shall further prepay an additional sum of Ten Thousand Three Hundred Twenty-six Dollars Sixty-two Cents ($10,326.62) and all interest to the date of such prepayment (or such other sum as shall reduce the unpaid principal balance to $13,000.00). The Vendee shall in consideration of said additional prepayment be entitled to and shall receive a deed of the center portion of said 6.25 acre tract, said center portion containing 1.65 acres more or less and being shown as "Parcel 2" on the aforementioned plat, said center portion (which shall sometimes hereafter be referred to as "Parcel 2") being more particularly described as follows:

> "Beginning for the same at a point on the shore of Red House Cove, said point being the following three courses and distances from where the north 89° 17' west, 654.3 foot line of the Third Parcel described in a deed from Hugh H. Young to William F. Rienhoff, 3rd, et al., dated August 17, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 315, folio 118 intersects the west side of Mountain Road (State Road, 40 feet wide):- south 82°

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48' 10" west, 57.42 feet to the waters edge of Red House Cove; thence with the shore line, south 87° 50' west, 182 feet and south 80° 30' west, 111 feet, more or less to the beginning point so fixed; thence with the shore of said Cove South 80° 30' west, 123 feet, more or less; thence leaving said shore and running through a 6.25 acre tract as shown on a plat of Windmill Point recorded among the Plat Records of said county in Plat Book 24, Page 37, due north 10 feet to a pipe; thence continuing due north 183.63 feet to a pipe; thence due east, 20 feet to a pipe; thence due north 232.17 feet to a pipe; thence north 73° 26' east, 114.24 feet to a pipe on the west side of Mountain Road; thence with the same, south 18° 45' 50" east, 49.13 feet; south 27° 57' 50" east, 103.54 feet and south 38° 59' 50" east, 57.33 feet; thence leaving Mountain Road and running with the outlines of Parcel 1, previously described, south 22° 30' west, 283 feet, more or less, to the place of beginning. Containing 1.65 acres, more or less.

Being part of the above mentioned 6.25 acre tract which is part of the above mentioned conveyance from Young to Rienhoff; and as described by J. R. McCrone, Inc. Registered Land Surveyor, in February, 1956.

3. The principal balance of Thirteen Thousand Dollars ($13,000.00) which shall remain unpaid after the aforementioned two pre-payments shall (together with interest at the rate of 6 per cent per annum on the unpaid balance) be paid to the Vendor by the Vendee in equal quarterly installments of Three Hundred Thirty Dollars Twelve Cents ($330.12), the first such payment being due on the 28th day of June, 1956 and succeeding installments being due every 3 months thereafter until the entire balance of principal and interest has been paid; provided, however, that, if not sooner paid, the final payment of principal and interest shall be due and payable on July 15, 1964.

4. All terms of said contract of sale dated April 26, 1954, that are not specifically amended herein shall remain in full force and effect.'

This Agreement of Amendment is contingent on its being approved by the Circuit Court for Anne Arundel County in the proceedings heretofore mentioned. Unless and until it is so approved, the terms of said contract dated April 26, 1954 shall remain in full force and effect. In any event either of the parties hereto shall have the right to declare this Agreement of Amendment null and void if it is not approved by the Circuit Court for Anne Arundel County within 30 days from the date hereof.

105'

IN TESTIMONY WHEREOF, witness the signature and seal of the Vendor and the corporate signature and seal of the Vendee as of the day first hereinabove written.

TEST:

Elaine McLendon

Elaine McLendon

George W. Baker, Jr., Trustee (SEAL)

George W. Baker, Jr., Trustee

GIBSON ISLAND CLUB, INCORPORATED

BY LeRoy A. Wilbur
President

LeRoy A. Wilbur

Arthur J. Hepburn, Jr.
Secretary

Arthur J. Hepburn, Jr.

STATE OF MARYLAND:

CITY OF BALTIMORE:

I HEREBY CERTIFY that on this 28th day of March, 1956, before me, the subscriber, a notary public in and for the City and State aforesaid, personally appeared GEORGE W. BAKER, JR., Trustee, as aforesaid, and he acknowledged the aforegoing Agreement of Amendment to be his act as such Trustee, subject to approval of the Court as therein provided.

Elaine McLendon
Notary Public

Elaine McLendon

STATE OF MARYLAND:

CITY OF BALTIMORE:

I HEREBY CERTIFY that on this 27th day of March, 1956, before me, the subscriber, a notary public in and for the City and State aforesaid, personally appeared LeRoy A. Wilbur President of the Gibson Island Club, Incorporated, a Maryland corporation, and he acknowledged the aforegoing contract of sale to be the duly authorized act of said body corporate.

Shirley I. Bawden
Notary Public

Shirley I. Bawden

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LIBER 102 PAGE 73

FRANCIS OGLSTON RIENHOFF, Infant by Frances Y. Rienhoff, his mother and next friend Complainant	:	IN THE
	:	CIRCUIT COURT
-vs.-		FOR
MAC CALLUM RIENHOFF,	:	ANNE ARUNDEL
HUGH YOUNG RIENHOFF and KATHRYN RIENHOFF, his wife	:	COUNTY
		Equity No. 10,833
and	:	
WILLIAM FRANCIS RIENHOFF, III and GRACE S. RIENHOFF, his wife Defendants	:	

ORDER

Upon the foregoing Petition, Affidavit, Exhibits and Consent it is this 10th day of April, 1956 by the Circuit Court for Anne Arundel County ORDERED that the Agreement of Amendment dated March 28, 1956, between George W. Baker, Jr., Trustee, and Gibson Island Club, Incorporated be, and the same is hereby, ratified and approved and the contract of sale between said parties dated April 26, 1954 be, and is hereby, amended accordingly.

AND it is further ORDERED that the said George W. Baker, Jr., Trustee, be, and he is hereby, authorized to execute a deed of said parcels 1 and 2 upon compliance with the terms set forth in said contract of sale as amended by said Agreement of Amendment.

Benjamin H. Richardson
Judge

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FRANCIS COLSTON RIENHOFF, Infant by Frances Y. Rienhoff, his mother and next friend Complainant	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
-vs.-	:	
MAC CALLUM RIENHOFF, HUGH YOUNG RIENHOFF and KATHRYN RIENHOFF, his wife	:	
and	:	Equity No. 10,833
WILLIAM FRANCIS RIENHOFF, III and GRACE S. RIENHOFF, his wife Defendants	:	

TRUSTEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of George W. Baker, Jr., Trustee, appointed by decree of this Honorable Court dated December 28, 1953, in the above-entitled cause to make sale of the real estate mentioned in these proceedings respectfully shows that after giving bond with security for the faithful discharge of his trust as prescribed by said decree which was duly approved, he did sell Lot No. Sixteen (16) as shown on the plat of Windmill Point (heretofore filed herein and approved on March 9, 1954) to James Hillen Johnson and Mamie Eleanor Johnson, his wife, at private sale for the sum of Five Thousand Four Hundred Fifty Dollars ($5,450.00) as per contract dated May 23, 1956 attached hereto as a part hereof and subject to the Court's approval thereof, the same being the highest amount he could obtain for said property and being in excess of the appraised value thereof as shown in the testimony of this case. The terms of said sale as set forth in said contract are Four Hundred Fifty Dollars ($450.00) in cash upon the execution of said contract and the balance payable in equal monthly installments of Forty Dollars ($40.00) per month including interest at the rate of six per cent (6%) per annum until the entire balance has been paid, with the final payment of principal and interest, if not sonner paid, being due and payable ten years (10) from the date of said contract.

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The certification of MacCallum Rienhoff; Hugh Young Rienhoff; Kathryn Rienhoff, his wife; William Francis Rienhoff, III; Grace S. Rienhoff, his wife; and Frances Y. Rienhoff, mother and next friend of Francis Colston Rienhoff, infant, being all of the parties to this cause, as to the fairness of said sale and their consent to the ratification thereof is attached hereto.

George W. Baker, Jr.
Trustee

STATE OF MARYLAND:

CITY OF BALTIMORE:

I HEREBY CERTIFY that on this 31st day of May, 1956, before me, the subscriber, a notary public in and for the City and State aforesaid, personally appeared GEORGE W. BAKER, JR., TRUSTEE who made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true as therein set forth and that the sale therein reported was fairly made.

Elaine McLendon
Notary Public
Elaine McLendon

ELAINE MCLENDON NOTARY PUBLIC BALTIMORE, MD.

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CONTRACT OF SALE

THIS AGREEMENT made this 23rd day of May, 1956, between GEORGE W. BAKER, JR., Trustee under decree of the Circuit Court for Anne Arundel County dated December 28, 1953, in Equity Proceedings No. 10,833 entitled "Francis Colston Rienhoff, et al. v. MacCallum Rienhoff et al." (hereinafter called "Vendor" or "Trustee"), of the first part, and JAMES HILLEN JOHNSON and MAMIE ELEANOR JOHNSON, his wife, whose post office address is Route 6, Box 28, Riviera Beach, Maryland (hereinafter called "Vendees"), of the second part.

WITNESSETH, that the said Vendor does hereby bargain and sell unto the said Vendees and the latter do hereby purchase from the former all that lot or parcel of land situate, lying and being in the Third Election District of Anne Arundel County, Maryland, and shown and designated as Lot No. 16 on a plat entitled "Windmill Point" which said plat is dated December 31, 1953, revised March 2, 1954, and was filed as "Trustee's Exhibit A" in the above-entitled proceedings and is also recorded among the Land Records of Anne Arundel County in Plat Book 24, Folio 37. A photostatic copy of said plat has been given to the Vendees.

At and for the price of Five Thousand Four Hundred Fifty Dollars ($5,450.00) of which Four Hundred Fifty Dollars ($450.00) has been paid at or prior to the signing hereof and the balance of which the Vendees covenant and agree to pay in equal monthly installments of Forty Dollars ($40.00) including interest at the rate of six per cent (6%) per annum on the unpaid balance from the date of ratification hereof, the first installment being due on July 1, 1956 and succeeding installments being due on the first day of each month thereafter until the entire balance of principal and interest are paid, provided that the final payment of principal and interest, if not sooner paid, shall be due and payable 10 years from the date hereof. Monthly payments, when made, shall be applied first to payment of interest on the unpaid balance of the purchase price then remaining unpaid, and the balance of such payment to be credited to the principal of such unpaid balance. The Vendees shall have the privilege of prepaying without penalty, on any monthly payment date, the amount due hereunder in whole, or in an amount equal to one or more

Complainants Exhibit #1
Filed 18 June 1956
10:53 am

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monthly payments on the principal that are successively next due.

Taxes, assessments and other public charges and the annual maintenance shall be adjusted as of the date of ratification hereof and shall be paid by the Vendee within 10 days after the date of ratification.

Further, the Vendees covenant and agree to pay (in addition to the monthly payments hereinabove provided for) all taxes, assessments, public dues or other charges imposed on or assessed against the above described property,or on this contract, after the date of ratification of the sale and, upon request, to furnish the Vendor, his successors or assigns, with evidence of payment of all such taxes or other public charges. Should the Vendees fail to pay any of said taxes or other public charges imposed or assessed against the said property within sixty days after they become due and payable, the Vendor, his successors or assigns, shall have the right to pay the same, and any sum or sums so paid by the Vendor shall be added to the unpaid balance of the purchase price hereunder, shall be payable on demand, and shall bear interest at the rate of six per cent per annum. Payment thereof by the Vendor shall not constitute a waiver of the default or deprive the Vendor of the remedies for default hereinafter set forth.

If there is a default in any of the terms, conditions or covenants of this contract of sale hereinabove set forth, then the whole of the purchase price remaining unpaid together with accrued interest thereon shall, at the option of the Vendor, be deemed due and payable forthwith. Upon any such default, the Vendor, in addition to the legal or equitable remedies otherwise available to him, may, at his sole option and upon giving sixty days notice in writing to the Vendees, terminate this contract in which event said contract shall become null and void and all amounts paid the Vendor to the time of such default shall be and become the property of and shall be retained by the Vendor as liquidated damages for the breach of this contract. Failure on the part of the Vendor to terminate this agreement for any default shall not constitute a waiver of any of the legal or equitable rights inuring to him as a result of such default or of the right to later terminate this contract for the same default or for one occurring subsequent thereto.

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The Vendees shall be entitled to possession of the aforesaid property from the date of ratification hereof and until there shall be a default in the payment of any installment or in the performance of any covenant or provision hereunder.

And on payment of the entire purchase price together with interest thereon, a special warranty deed for the above described property shall be executed by the Vendor, at the Vendee's expense, conveying good and merchantable fee simple title thereto to the Vendee, free of all liens and encumbrances other than public utility easements and agreements of record, and any other easements which may be observed by an inspection of the property; but subject to the covenants, agreements, restrictions, conditions, easements and charges set forth in a deed from George W. Baker, Jr., Trustee to Herman Badenhoop and wife, which said deed is dated January 17, 1956, and is recorded among the Land Records of Anne Arundel County in Liber J.H.H. 995, folio 246, and a copy of which has been given to the Vendees.

This sale is contingent upon its approval and ratification by the Circuit Court for Anne Arundel County in the aforementioned proceedings. It is expressly understood and agreed that the Vendees shall have thirty days after ratification hereof in which to have the title to the aforesaid property examined for the purpose of ascertaining whether the Vendor has good and merchantable fee simple title thereto and that in the event that the Vendor does not have good and merchantable fee simple title to said property, or in the event this contract of sale shall not be ratified by the Circuit Court for Anne Arundel County within 120 days from the date hereof, this Agreement shall be considered null and void and the Vendor shall immediately repay to the Vendees any and all monies paid by the Vendees to the Vendor hereunder.

It is expressly understood, covenanted and agreed by the parties hereto as follows:

a. That the Vendor shall have the right to assign this contract and to execute a deed of the property herein described to such assignee, subject however to the rights of the Vendees hereunder.

b. That any assignment or transfer of this agreement, and any lease or rental of the property described herein or of any part thereof by the Vendees, without the express written consent of the Vendor, shall be invalid and shall

constitute a default hereunder.

c. That the covenants herein contained shall bind and the benefits and advantages shall inure to the respective heirs, successors and personal representatives of the parties hereto or the assigns of the Vendor.

d. That time is of the essence of this contract.

WITNESS the hands and seals of the parties hereto the day and year first above written.

WITNESS:

Elaine McLendon

Elaine McLendon

Elaine McLendon

George W. Baker, Jr. Trustee (SEAL)
George W. Baker, Jr., Trustee

James Hillen Johnson (SEAL)
James Hillen Johnson

Mamie Eleanor Johnson (SEAL)
Mamie Eleanor Johnson

STATE OF MARYLAND:

CITY OF BALTIMORE:

I HEREBY CERTIFY that on this 23rd day of May, 1956, before me, the subscriber, a notary public in and for the City and State aforesaid, personally appeared GEORGE W. BAKER, JR., TRUSTEE, as aforesaid, Vendor herein, and JAMES HILLEN JOHNSON and MAMIE ELEANOR JOHNSON, Vendees herein, and they acknowledged the foregoing Agreement to be their act subject to its approval and ratification by the Circuit Court for Anne Arundel County as therein set forth.

Elaine McLendon
Notary Public

ELAINE McLENDON NOTARY PUBLIC BALTIMORE, MD.

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FRANCIS COLSTON RIENHOFF, Infant by Frances Y. Rienhoff, his mother and next friend Complainant	:	IN THE
-vs.-	:	CIRCUIT COURT
MAC CALLUM RIENHOFF,	:	FOR
HUGH YOUNG RIENHOFF and KATHRYN RIENHOFF, his wife	:	ANNE ARUNDEL COUNTY
and	:	Equity No. 10,833
WILLIAM FRANCIS RIENHOFF, III and GRACE S. RIENHOFF, his wife Defendants	:	

. . . .

CERTIFICATION AND CONSENTS

The undersigned MacCallum Rienhoff; Hugh Young Rienhoff; Kathryn Rienhoff, his wife; William Francis Rienhoff, III; and Grace S. Rienhoff, his wife; Defendants in the above-entitled case, and Frances Y. Rienhoff, mother and next friend of Francis Colston Rienhoff, Infant, Complainants in the above-entitled case, being familiar with the property mentioned in the foregoing Report of Sale and the value thereof, do hereby certify that the price for which the same was sold was a fair and adequate one and do hereby consent to the ratification of said sale for the price and on the terms set forth in the contract of sale between George W. Baker, Jr., Trustee, and James Hillen Johnson and Mamie Eleanor Johnson, his wife, dated May 23, 1956, and attached to said Trustee's Report of Sale thereof.

Mac Callum Rienhoff
MacCallum Rienhoff

Hugh Young Rienhoff
Hugh Young Rienhoff

Kathryn Rienhoff
Kathryn Rienhoff

William Francis Rienhoff, III
William Francis Rienhoff, III

Grace S. Rienhoff
Grace S. Rienhoff

Complainants Exhibit #2
Filed 18 June 1956
10:53 am

Frances Y. Rienhoff
Frances Y. Rienhoff, Mother and next friend of Francis Colston Rienhoff, Infant

LIBER 102 PAGE 81

ORDER NISI

FRANCIS COLSTON RIENHOFF, Infant by Frances Y. Rienhoff, his mother and next friend.

versus

MAC CALLUM RIENHOFF
HUGH YOUNG RIENHOFF and KATHRYN RIENHOFF, his wife and WILLIAM FRANCIS RIENHOFF, III and GRACE S. RIENHOFF his wife, Defendants

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,833 Equity

Ordered, this 18th day of June, 19 56, That the sale of the Lot Sixteen as shown on the Plat of "Windmill Point" heretofore filed herein, at private ~~made and reported by~~ sale, made to James Hillen Johnson and Mamie Eleanor Johnson, his wife, ~~and~~ and reported by George W. Baker, Jr., Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 23rd day of July next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23rd day of July next.

The report states that the amount of sales ~~was~~ was $ Five Thousand Four Hundred Fifty Dollars ($5,450.00)

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George J. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

FRANCIS COLSTON RIENHOFF, Infant by Frances Y. Rienhoff, his mother and next friend

versus

MAC CALLUM RIENHOFF
HUGH YOUNG RIENHOFF and KATHRYN RIENHOFF, his wife, and WILLIAM FRANCIS RIENHOFF, III and GRACE S. RIENHOFF his wife, Defendants

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 15th day of August finally, 19 56, that the sale made and reported by the Trustee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause: and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson Judge

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FRANCIS COLSTON RIENHOFF, Infant by Frances Y. Rienhoff, his mother and next friend Complainant	:	IN THE CIRCUIT COURT
-vs.-	:	FOR
MAC CALLUM RIENHOFF,		ANNE ARUNDEL COUNTY
HUGH YOUNG RIENHOFF and KATHRYN RIENHOFF, his wife	:	Equity No. 10,833
and	:	
WILLIAM FRANCIS RIENHOFF, III and GRACE S. RIENHOFF, his wife Defendants	:	

. . . . .

TRUSTEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of George W. Baker, Jr., Trustee, appointed by decree of this Honorable Court dated December 28, 1953, in the above-entitled cause to make sale of the real estate mentioned in these proceedings 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, he did sell Lots 12, 13 & 14 as shown on the Plat of Windmill Point (heretofore filed and approved herein on March 9, 1954) at private salesas follows:

a. Lot No. Twelve (12), Windmill Point, to Roland H. Woelper, Sr. and Elsie L. Woelper, his wife, for the sum of Four Thousand Two Hundred Fifty Dollars ($4,250.00) as per contract dated July 20, 1956 attached hereto as a part hereof and subject to the Court's approval thereof, the terms of said sale as set forth in said contract being One Thousand Dollars ($1,000.00) in cash upon the execution of said contract and the balance in cash within 30 days after ratification of the sale, the unpaid portion to bear interest from the date of ratification;

b. Lots Nos. 13 add 14, Windmill Point to Melvin L. Braun and Ruth A. Braun, his wife, for the sum of Seven Thousand Five Hundred Dollars ($7,500.00) as per contract dated July 20, 1956 attached hereto as a part hereof and subject to the court's approval thereof, the terms of said sale as set forth

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in said contract being One Thousand Dollars ($1,000.00) in cash upon the execution of said contract and the balance in cash within 30 days after ratification of the sale; the unpaid portion to bear interest from the date of ratification.

2. That the total amount of sales reported herein is Eleven Thousand Seven Hundred and Fifty ($11,750.00) Dollars.

3. That the said selling prices for each of said 3 lots were the highest amounts he could obtain for them and are in excess of the appraised values of said lots as shown in the testimony in these proceedings.

George W. Baker Jr., Trustee

George W. Baker, Jr., Trustee

STATE OF MARYLAND:

CITY OF BALTIMORE:

I HEREBY CERTIFY that on this 24th day of July, 1956, before me, the subscriber, a notary public in and for the City and State aforesaid, personally appeared GEORGE W. BAKER, JR., TRUSTEE who made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true as therein set forth and that the sales therein reported were fairly made.

ELAINE McLENDON NOTARY PUBLIC BALTIMORE MD.

Elaine McLendon

Notary Public

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LIBER 102 PAGE 84

THIS AGREEMENT OF SALE Made this 20th day of July , 19 56 between GEORGE W. BAKER, JR., TRUSTEE, under decree of the Circuit Court for Anne Arundel County dated December 21, 1953, in proceedings entitled "Francis Colston Rienhoff, et al. v. MacCallum Rienhoff et al., Equity No. 10,833 " (hereinafter called "Vendor"), of the first part, and MELVIN L. BRAUN and RUTH A. BRAUN, his wife---------- hereinafter called "Vendee"), of the second part, WITNESSETH THAT:

1. The Vendor does hereby bargain and sell unto the Vendee and the latter does hereby purchase from the former, all that lot or parcel of land situate, lying and being in the Third Election District of Anne Arundel County, Maryland, and shown and designated as Lot No. Thirteen & Fourteen (13 & 14) on a plat entitled "Windmill Point" which said plat is dated December 31, 1953 and is recorded among the Land Records of Anne Arundel County in Plat Book 24, folio 37, (a photostatic copy of which has been given to the Vendee) at and for the price of . Seven Thousand Five Hundred and 00/100---------- . . . . . Dollars ($ 7,500.00), of which . One Thousand and 00/100---------- Dollars ($ 1,000.00) have been paid prior to the signing hereof, and the balance of which the Vendee covenants and agrees to pay within thirty days after ratification of this sale by the Circuit Court for Anne Arundel County with interest thereon at the rate of six per cent per annum from the date of such ratification to the date of payment. Maintenance charge, taxes and other public charges shall be adjusted as of the date of ratification.

2. This Agreement of Sale is contingent upon its approval and ratification by the Circuit Court for Anne Arundel County in the above-entitled proceedings, and in the event that it is not ratified by said Court within ninety (90) days from the date hereof, it shall be null and void and the Vendor shall return to the Vendee any monies paid by said Vendee hereunder.

3. Upon ratification of the sale by the Circuit Court for Anne Arundel County aforesaid and upon payment of the entire purchase price with any unpaid interest and adjustments as above provided, a deed for the property shall be executed by the Vendor at the Vendee's expense conveying good and merchantable title to the Vendee, but without any warranties of the Vendor, subject, however,

Plaintiff's Exhibit 1-A

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to the public utility agreements and easements of record, and to any other easements which may be observed by an inspection of the property, and to the covenants, agreements, restrictions, conditions, easements and charges which are set forth in a deed from George W. Baker, Jr., Trustee to Herman Badenhoop and wife, which said deed is dated January 17, 1956 and is recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 995, folio 246.

4. No assignment of this agreement may be made by the Vendee without the specific written consent of the Vendor.

5. The covenants herein contained shall bind and the benefits and advantages shall inure to the heirs, executors and administrators of the Vendee, and the successors and assigns of the Vendor.

6. This Agreement of Sale contains and embodies the final and entire agreement between the parties hereto. No representations have been made and no conditions have been imposed or accepted by either party other than as expressly set forth herein.

7. Time is of the essence of this contract.

WITNESS our hands and seals.

WITNESS:

Ursula F. McCormick — George W. Baker, Jr. Trustee (SEAL)
George W. Baker, Jr., Trustee
Vendor

Ursula F. McCormick — Melvin L. Braun (SEAL)
Melvin L. Braun
Vendee

Ursula F. McCormick — Ruth A. Braun (SEAL)
Ruth A. Braun
Vendee

Vendee's Address: 525 Forest View Road

Linthicum Heights, Maryland — Tel. No. Linthicum 83W

GI 5-1542

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THIS AGREEMENT OF SALE Made this 20th day of July , 19 56 between GEORGE W. BAKER, JR., TRUSTEE, under decree of the Circuit Court for Anne Arundel County dated December 21, 1953, in proceedings entitled "Francis Colston Rienhoff, et al. v. MacCallum Rienhoff et al., Equity No. 10,833 " (hereinafter called "Vendor"), of the first part, and ROLAND H. WOELPER, SR. and ELSIE L. WOELPER, his wife----------, hereinafter called "Vendee"), of the second part, WITNESSETH THAT:

1. The Vendor does hereby bargain and sell unto the Vendee and the latter does hereby purchase from the former, all that lot or parcel of land situate, lying and being in the Third Election District of Anne Arundel County, Maryland, and shown and designated as Lot No. Twelve (12) on a plat entitled "Windmill Point" which said plat is dated December 31, 1953 and is recorded among the Land Records of Anne Arundel County in Plat Book 24, folio 37, (a photostatic copy of which has been given to the Vendee) at and for the price of Four Thousand Two Hundred Fifty and ----------.00/100-------. Dollars ($ 4,250.00), of which One Thousand and --------.00/100-------. Dollars ($ 1,000.00) have been paid prior to the signing hereof, and the balance of which the Vendee covenants and agrees to pay within thirty days after ratification of this sale by the Circuit Court for Anne Arundel County with interest thereon at the rate of six per cent per annum from the date of such ratification to the date of payment. Maintenance charge, taxes and other public charges shall be adjusted as of the date of ratification.

2. This Agreement of Sale is contingent upon its approval and ratification by the Circuit Court for Anne Arundel County in the above-entitled proceedings, and in the event that it is not ratified by said Court within ninety (90) days from the date hereof, it shall be null and void and the Vendor shall return to the Vendee any monies paid by said Vendee hereunder.

3. Upon ratification of the sale by the Circuit Court for Anne Arundel County aforesaid and upon payment of the entire purchase price with any unpaid interest and adjustments as above provided, a deed for the property shall be executed by the Vendor at the Vendee's expense conveying good and merchantable title to the Vendee, but without any warranties of the Vendor, subject, however,

Plaintiff Exhibit 2-B fld.

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to the public utility agreements and easements of record, and to any other easements which may be observed by an inspection of the property, and to the covenants, agreements, restrictions, conditions, easements and charges which are set forth in a deed from George W. Baker, Jr., Trustee to Herman Badenhoop and wife, which said deed is dated January 17, 1956 and is recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 995, folio 246.

4. No assignment of this agreement may be made by the Vendee without the specific written consent of the Vendor.

5. The covenants herein contained shall bind and the benefits and advantages shall inure to the heirs, executors and administrators of the Vendee, and the successors and assigns of the Vendor.

6. This Agreement of Sale contains and embodies the final and entire agreement between the parties hereto. No representations have been made and no conditions have been imposed or accepted by either party other than as expressly set forth herein.

7. Time is of the essence of this contract.

WITNESS our hands and seals.

WITNESS:

Elaine McLendon — George W. Baker, Jr., Trustee (SEAL)
George W. Baker, Jr., Trustee
Vendor

Elaine McLendon — Roland H. Woelper (SEAL)
Roland H. Woelper
Vendee

Elaine McLendon — Elsie L. Woelper (SEAL)
Elsie L. Woelper
Vendee

Vendee's Address: 601 West Avenue, Garland, Blen Burnie, Md.

Tel. No. SO 6-7087

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LIBER 102 PAGE 88

ORDER NISI

FRANCIS COLSTON RIENHOFF, Infant by Frances Y. Rienhoff, his mother and next friend

-vs.-

MAC CALLUM RIENHOFF, ~~XXXXX~~ HUGH YOUNG RIENHOFF and KATHRYN RIENHOFF, his wife

&

~~WILLIAM FRANCIS RIENHOFF, III &~~ GRACE S. RIENHOFF, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,833 Equity

Ordered, this 31st day of July, 19 56, That the ~~sale~~ private sales of Lot No. 12 as shown on the Plat of Windmill Point to Roland H. Woelper, Sr. and Elsie L. Woelper, his wife, and of Lots Nos. 13 & 14 as shown on said plat to Melvin L. Braun and Ruth A. Braun, his wife, as made and reported by George W. Baker, Jr., Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9th day of Sept. next; Provided, 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 Sept. next.

The report states that the total amount of sales was $ Eleven Thousand Seven Hundred Fifty Dollars ($11,750.00)

Filed 31 July 1956, 4:01 PM

George T. Cromwell Clerk.

True Copy.

TEST: Clerk.

(Final Order)

Francis Colston Rienhoff, Infant by Frances Y. Rienhoff, his mother and next friend

-vs-

MAC CALLUM ~~XXXXX~~ RIENHOFF HUGH YOUNG RIENHOFF and KATHRYN RIENHOFF, his wife

&

~~WILLIAM FRANCIS RIENHOFF, III &~~ GRACE S. RIENHOFF, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 15th day of September, 19 56, 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.

ORDER NISI

Benjamin Michaelson Judge.

FILED 1956 JUL 31 PM 4:01

FILED 1956 SEP 17 AM 10:20

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
NO. 10,833 EQUITY

FRANCIS COLSTON RIENHOFF, Infant by Frances Y. Rienhoff, his Mother and Next Friend

versus

MAC CALLUM RIENHOFF,
HUGH RIENHOFF and
KATHRYN RIENHOFF, his wife, and
WILLIAM FRANCIS RIENHOFF, III,
and
GRACE S. RIENHOFF, his wife,
Defendants.

Ordered, this 18th day of June, 1956, That the sale of Lot Sixteen as shown on the Plat of "Windmill Point" heretofore filed herein, made and reported by George W. Baker, Jr., Trustee, at private sale, made to James Hillen Johnson and Mamie Eleanor Johnson, his wife, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 23rd day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23rd day of July next.

The report states that the amount of sales was Five Thousand Four Hundred Fifty Dollars. ($5,450.00).

GEARGE T. CROMWELL, Clerk,
True Copy, TEST:
GEORGE T. CROMWELL, Clerk.
jy-12

Maryland Gazette

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 24, 1956

We hereby certify, that the annexed Order Nisi Sale Eq. 10,833. Mac Callum Rienhoff was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 23rd day of July, 1956. The first insertion being made the 21st day of June, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1956 AUG 15 PM 2:44

By H. Tilghman

No. M.G. 6575

155

LIBER 102 PAGE 90

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. 10,833 Equity

FRANCIS COLSTON REINHOFF, Infant, etc.

Vs.

MacCALLUM REINHOFF et al

Ordered, this 15th day of February, 1956, 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 26th 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 26th day of March next.

GEORGE T. CROMWELL, Clerk.

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

m-8

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 19, 1956

We hereby certify, that the annexed

Order Nisi. Eq. 10,833

Second Auditor Account

Mac Callum Reinhoff et al

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 26th day of March, 1956. The first insertion being made the 23rd day of February, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tildenman

FILED

No. M.G. 4818 1956 AUG 17 AM 9:27

1714

LIBER 102 PAGE 91

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,833 Equity

FRANCIS COLSTON RIENHOFF, Infant by Frances Y. Rienhoff, his mother and next friend

Vs.

MacCALLUM RIENHOFF, HUGH YOUNG RIENHOFF and KATHRYN RIENHOFF, his wife and WILLIAM FRANCIS RIENHOFF, III and GRACE S. RIENHOFF, his wife.

Ordered, this 31st day of July, 1956, That the private sales of Lot No. 12 as shown on the Plat of Windmill Point to Roland H. Woelper, Sr. and Elsie L. Woelper, his wife, and of Lots Nos. 13 and 14 as shown on said plat to Melvin L. Braun and Ruth A. Braun, his wife as made and reported by George W. Baker, Jr., Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9th 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 9th day of September next.

The report states that the total amount of sales was Eleven Thousand Seven Hundred Fifty Dollars ($11,750.00.)

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

a-30

FILED

No. 1956 SEP 14 PM 2:15

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 13, 1956

We hereby certify, that the annexed Order Nisi Sale Eq. 10,833 Francis Rienhoff

was published in

Maryland Gazette

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

THE CAPITAL-GAZETTE PRESS, INC.

By. H. Wilgelman

FRANCIS COLSTON RIENHOFF, Infant by Frances Y. Rienhoff, his mother and next friend Complainant	:	IN THE
-vs.-	:	CIRCUIT COURT
MAC CALLUM RIENHOFF,	:	FOR
HUGH YOUNG RIENHOFF and KATHRYN RIENHOFF, his wife	:	ANNE ARUNDEL COUNTY
and	:	Equity No. 10,833
WILLIAM FRANCIS RIENHOFF, III and GRACE S. RIENHOFF, his wife Defendants	:	

. . . . .

TRUSTEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of George W. Baker, Jr., Trustee, appointed by decree of this Honorable Court dated December 28, 1953, in the above-entitled cause to make sale of the real estate mentioned in these proceedings respectfully shows that, after giving bond with security for the faithful discharge of his trust as prescribed by said decree which was duly approved, he did sell Lot No. 15 as shown on the Plat of Windmill Point (heretofore filed and approved herein on March 9, 1954) at private sale to Alfred A. Johnson and Ethel E. Johnson, his wife, for the sum of Four Thousand Five Hundred Dollars($4,500.00) as per contract dated August 23, 1956 attached hereto as a part hereof and subject to the Court's approval thereof, the same being the highest amount he could obtain for said property and being in excess of the appraised value thereof as shown by the testimony in these proceedings. The terms of said sale as set forth in said contract are Five Hundred Dollars ($500.00) in cash upon the execution of said contract and the balance in cash within 30 days after ratification of the sale, the unpaid portion to bear interest from the date of ratification.

George W. Baker Jr, Trustee

George W. Baker, Jr., Trustee

STATE OF MARYLAND:

CITY OF BALTIMORE:

I HEREBY CERTIFY that on this 24th day of August, 1956,

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1956 AUG 27 PM 2:32

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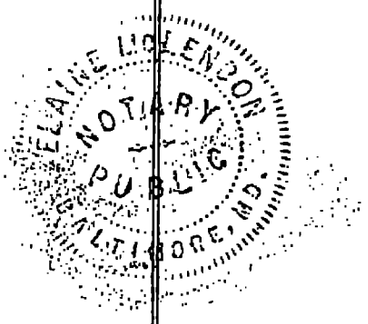
before me, the subscriber, a notary public in and for the City and State aforesaid, personally appeared GEORGE W. BAKER, JR., TRUSTEE who made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true as therein set forth and that the sales therein reported were fairly made.



Elaine McLendon
Notary Public

THIS AGREEMENT OF SALE Made this 23rd day of August , 19 56 between GEORGE W. BAKER, JR., TRUSTEE, under decree of the Circuit Court for Anne Arundel County dated December 21, 1953, in proceedings entitled "Francis Colston Rienhoff, et al. v. MacCallum Rienhoff et al., Equity No. 10,833 " (hereinafter called "Vendor"), of the first part, and ALFRED A. JOHNSON and ETHEL E. JOHNSON, his wife, of Anne Arundel County, Maryland---------- (hereinafter called "Vendee"), of the second part, WITNESSETH THAT:

1. The Vendor does hereby bargain and sell unto the Vendee and the latter does hereby purchase from the former, all that lot or parcel of land situate, lying and being in the Third Election District of Anne Arundel County, Maryland, and shown and designated as Lot No. . Fifteen (15) . . . . on a plat entitled "Windmill Point" which said plat is dated December 31, 1953 and is recorded among the Land Records of Anne Arundel County in Plat Book 24, folio 37, (a photostatic copy of which has been given to the Vendee) at and for the price of . Four Thousand Five Hundred . . . . . Dollars ($ 4,500.00), of which . . . Five Hundred . . . . . Dollars ($ 500.00) have been paid prior to the signing hereof, and the balance of which the Vendee covenants and agrees to pay within thirty days after ratification of this sale by the Circuit Court for Anne Arundel County with interest thereon at the rate of six per cent per annum from the date of such ratification to the date of payment. Maintenance charge, taxes and other public charges shall be adjusted as of the date of ratification.

2. This Agreement of Sale is contingent upon its approval and ratification by the Circuit Court for Anne Arundel County in the above-entitled proceedings, and in the event that it is not ratified by said Court within ninety (90) days from the date hereof, it shall be null and void and the Vendor shall return to the Vendee any monies paid by said Vendee hereunder.

3. Upon ratification of the sale by the Circuit Court for Anne Arundel County aforesaid and upon payment of the entire purchase price with any unpaid interest and adjustments as above provided, a deed for the property shall be executed by the Vendor at the Vendee's expense conveying good and merchantable title to the Vendee, but without any warranties of the Vendor, subject, however,

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to the public utility agreements and easements of record, and to any other easements which may be observed by an inspection of the property, and to the covenants, agreements, restrictions, conditions, easements and charges which are set forth in a deed from George W. Baker, Jr., Trustee to Herman Badenhoop and wife, which said deed is dated January 17, 1956 and is recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 995, folio 246.

4. No assignment of this agreement may be made by the Vendee without the specific written consent of the Vendor.

5. The covenants herein contained shall bind and the benefits and advantages shall inure to the heirs, executors and administrators of the Vendee, and the successors and assigns of the Vendor.

6. This Agreement of Sale contains and embodies the final and entire agreement between the parties hereto. No representations have been made and no conditions have been imposed or accepted by either party other than as expressly set forth herein.

7. Time is of the essence of this contract.

WITNESS our hands and seals.

WITNESS:

Elaine McL. Will — George W. Baker, Jr., Trustee (SEAL)
George W. Baker, Jr., Trustee
Vendor

Elaine McL. Will — Alfred A. Johnson (SEAL)
Alfred A. Johnson
Vendee

Elaine McL. Will — Ethel E. Johnson (SEAL)
Ethel E. Johnson
Vendee

Vendee's Address: Route 6, Box 28, Riviera Beach, Pasadena, Maryland

Tel. No. Sunset 148 J

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LIBER 102 PAGE 96

ORDER NISI

FRANCIS COLSTON RIENHOFF, Infant by Frances Y. Rienhoff, his mother and next friend

versus

MAC CALLUM RIENHOFF
HUGH YOUNG RIENHOFF and
KATHRYN RIENHOFF, his wife and
WILLIAM FRANCIS RIENHOFF, III and GRACE S. RIENHOFF, his wife, Defendants

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,833 Equity

Ordered, this 27 day of August, 19 56, That the sale of the Lot Fifteen as shown on the Plat of "Windmill Point" heretofore filed herein, at private sale, made to Alfred A. Johnson and Ethel E. Johnson, his wife, and reported by George W. Baker, Jr., Trustee

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 newspaper 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 was Four Thousand Five Hundred Dollars ($4,500.00)

Filed 1956 Aug 27 PM 2:32

George P. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

FRANCIS COLSTON RIENHOFF, Infant by Frances Y. Rienhoff, his mother and next friend

versus

MAC CALLUM RIENHOFF
HUGH YOUNG RIENHOFF and
KATHRYN RIENHOFF, his wife, and
WILLIAM FRANCIS RIENHOFF, III and
GRACE S. RIENHOFF his wife, Defendants

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 7th day of November, 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

FILED
1956 NOV -7 PM 3:28

Judge

LIBER 102 PAGE 97

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. 10,833 Equity

FRANCIS COLSTON REINHOFF, Infant by Frances V. Rienhoff, his mother and next friend

Vs.

MAC CALLUM RIENHOFF and KATHRYN RIENHOFF, his wife and WILLIAM FANCIS RIENPOFF, III and GRACE S. RIENHOFF, his wife, Defendants.

Ordered, this 27th day of August, 1956, That the sale of Lot Fifteen as shown on the Plat of "Windmill Point" heretofore filed herein, at private sale, made to Alfred A. Johnson and Ethel E. Johnson, his wife, and reported by George W. Baker, Jr., Trustee 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 newspaper 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 sale was Four Thousand Five Hundred Dollars ($4,500.00).

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

S-20

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 3, 1956

We hereby certify, that the annexed

Order Nisi Sale

Eq. 10,833

Francis Colston Rienhoff

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, 1956. The first insertion being made the 30th day of August, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M.G. 6299 1956 NOV -7 AM 10:31

131

LIBER 102 PAGE 98

FRANCIS COLSTON RIENHOFF, Infant by Frances Y. Rienhoff, his mother and next friend Complainant	:	IN THE
	:	CIRCUIT COURT
-vs.-	:	FOR
MAC CALLUM RIENHOFF,	:	ANNE ARUNDEL COUNTY
HUGH YOUNG RIENHOFF and KATHRYN RIENHOFF, his wife	:	Equity No. 10,833
and	:	
WILLIAM FRANCIS RIENHOFF, III and GRACE S. RIENHOFF, his wife Defendants	:	

TRUSTEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of George W. Baker, Jr., Trustee, appointed by decree of this Honorable Court dated December 28, 1953, in the above-entitled cause to make sale of the real estate mentioned in these proceedings respectfully shows that, after giving bond with security for the faithful discharge of his trust as prescribed by said decree which was duly approved, he did sell Lot No. 17 as shown on the Plat of Windmill Point (heretofore filed and approved herein on March 9, 1954) at private sale to Robert L. Johnson and Mildred C. Johnson, his wife, for the sum of Four Thousand Dollars ($4,000.00) as per contract dated August 31, 1956 attached hereto as a part hereof and subject to the Court's approval thereof, the same being the highest amount he could obtain for said property and being in excess of the appraised value thereof as shown by the testimony in these proceedings. The terms of said sale as set forth in said contract are Five Hundred Dollars ($500.00) in cash upon the execution of said contract and the balance in cash within 30 days after ratification of the sale, the unpaid portion to bear interest from the date of ratification.

George W. Baker, Jr., Trustee

STATE OF MARYLAND:

COUNTY OF ANNE ARUNDEL

I HEREBY CERTIFY that on this 11th day of September, 1956,

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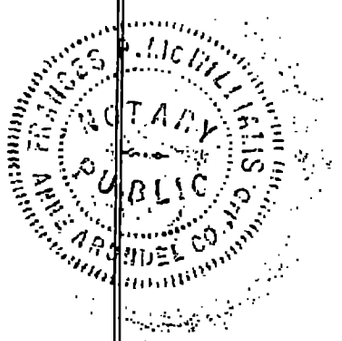
1956 SEP 11 PM 3:29

before me, the subscriber, a notary public in and for the City and State aforesaid, personally appeared GEORGE W. BAKER, JR., TRUSTEE who made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true as therein set forth and that the sales therein reported were fairly made.

Frances J. McWilliams
Notary Public



THIS AGREEMENT OF SALE Made this 31st day of August, 1956 between GEORGE W. BAKER, JR., TRUSTEE, under decree of the Circuit Court for Anne Arundel County dated December 21, 1953, in proceedings entitled "Francis Colston Rienhoff, et al. v. MacCallum Rienhoff et al., Equity No. 10,833 " (hereinafter called "Vendor"), of the first part, and ROBERT L. JOHNSON and MILDRED C. JOHNSON, his wife,---------- hereinafter called "Vendee"), of the second part, WITNESSETH THAT:

1. The Vendor does hereby bargain and sell unto the Vendee and the latter does hereby purchase from the former, all that lot or parcel of land situate, lying and being in the Third Election District of Anne Arundel County, Maryland, and shown and designated as Lot No. . Seventeen (17) . . . on a plat entitled "Windmill Point" which said plat is dated December 31, 1953 and is recorded among the Land Records of Anne Arundel County in Plat Book 24, folio 37, (a photostatic copy of which has been given to the Vendee) at and for the price of . Four Thousand . . . . . Dollars ($ 4,000.00), of which . Five Hundred . . . . . Dollars ($ 500.00) have been paid prior to the signing hereof, and the balance of which the Vendee covenants and agrees to pay within thirty days after ratification of this sale by the Circuit Court for Anne Arundel County with interest thereon at the rate of six per cent per annum from the date of such ratification to the date of payment. Maintenance charge, taxes and other public charges shall be adjusted as of the date of ratification.

2. This Agreement of Sale is contingent upon its approval and ratification by the Circuit Court for Anne Arundel County in the above-entitled proceedings, and in the event that it is not ratified by said Court within ninety (90) days from the date hereof, it shall be null and void and the Vendor shall return to the Vendee any monies paid by said Vendee hereunder.

3. Upon ratification of the sale by the Circuit Court for Anne Arundel County aforesaid and upon payment of the entire purchase price with any unpaid interest and adjustments as above provided, a deed for the property shall be executed by the Vendor at the Vendee's expense conveying good and merchantable title to the Vendee, but without any warranties of the Vendor, subject, however,

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1956 SEP 11 PM 3:29

to the public utility agreements and easements of record, and to any other easements which may be observed by an inspection of the property, and to the covenants, agreements, restrictions, conditions, easements and charges which are set forth in a deed from George W. Baker, Jr., Trustee to Herman Badenhoop and wife, which said deed is dated January 17, 1956 and is recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 995, folio 246.

4. No assignment of this agreement may be made by the Vendee without the specific written consent of the Vendor.

5. The covenants herein contained shall bind and the benefits and advantages shall inure to the heirs, executors and administrators of the Vendee, and the successors and assigns of the Vendor.

6. This Agreement of Sale contains and embodies the final and entire agreement between the parties hereto. No representations have been made and no conditions have been imposed or accepted by either party other than as expressly set forth herein.

7. Time is of the essence of this contract.

WITNESS our hands and seals.

WITNESS:

Elaine McL. Will — George W. Baker, Jr., Trustee (SEAL)
George W. Baker, Jr., Trustee
Vendor

Elaine McL. Will — Robert L. Johnson (SEAL)
Robert L. Johnson
Vendee

Ursula F. McCormick — Mildred C Johnson (SEAL)
Mildred C. Johnson
Vendee

Vendee's Address: Pasadena P.O., near Riviera Beach, Maryland

Tel. No. Sunset 123

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LIBER 102 PAGE 102

ORDER NISI

FRANCIS COLSTON RIENHOFF, Infant by Frances Y. Rienhoff, his mother and next friend

versus

MAC CALLUM RIENHOFF
HUGH YOUNG RIENHOFF and
KATHRYN RIENHOFF, his wife and
WILLIAM FRANCIS RIENHOFF, III and GRACE S. RIENHOFF, his wife, Defendants

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,833 Equity

Ordered, this 11 day of September, 19 56, That the sale of the Lot Seventeen (17) as shown on the Plat of "Windmill Point" heretofore filed herein, at private ~~made and reported by~~ sale, made to Robert L. Johnson and Mildred C. Johnson, his wife, and ~~Trustee;~~ reported by George W. Baker, Jr., Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 22d day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22d day of October next.

The report states that the amount of sales was $ Four Thousand Dollars ($4,000.00)

George J. Cromwell Clerk.

True Copy.

TEST: Clerk.

(Final Order)

FRANCIS COLSTON RIENHOFF, Infant by Frances Y. Rienhoff, his mother and next friend

versus

MAC CALLUM RIENHOFF
HUGH YOUNG RIENHOFF and
KATHRYN RIENHOFF, his wife, and
WILLIAM FRANCIS RIENHOFF, III and
GRACE S. RIENHOFF, his wife, Defendants

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 7th day of November finally, 19 56, that the sale made and reported by the Trustee aforesaid, be and the same is hereby Ratified and Confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson Judge

FILED
1956 NOV -7 PM 3:28

Judge

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,833 Equity

FRANCIS COLSTON RIENHOFF, Infant by Frances Y. Rienhoff, his mother and next friend

Vs.

MAC CALLUM RIENHOFF, HUGH YOUNG RIENHOFF and KATHRYN RIENHOFF, his wife and WILLIAM FRANCIS RIENHOFF, III and GRACE S. RIENHOFF, his wife, Defendants.

Ordered, this 11th dey of September, 1956, That the sale of Lot Seventeen (17) as shown on the Plat of "Windmill Point" heretofore filed herein, at private sale, made to Robert L. Johnson and Mildred C. Johnson, his wife, and reported by George W. Baker, Jr., Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 22d day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22d dey of October next.

The report states that the amount of sale was Four Thousand Dollars ($4,000.00).

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 26, 1956

We hereby certify, that the annexed

Order Nisi Sale

Eq. 10,833

Francis Reinhoff #4,000.00

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 22nd day of October, 1956. The first insertion being made the 28th day of September, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M.G. 5754 1956 NOV -7 AM 10:31

FRANCIS COLSTON RIENHOFF, Infant by Frances Y. Rienhoff, his mother and next friend Complainant	:	IN THE
	:	CIRCUIT COURT
-vs.-	:	FOR
MAC CALLUM RIENHOFF,	:	ANNE ARUNDEL COUNTY
HUGH YOUNG RIENHOFF and KATHRYN RIENHOFF, his wife	:	Equity No. 10,833
and	:	
WILLIAM FRANCIS RIENHOFF, III and GRACE S. RIENHOFF, His wife Defendants	:	

. . . . .

TRUSTEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of George W. Baker, Jr., Trustee appointed by decree of this Honorable Court dated December 28, 1953, in the above-entitled cause to make sale of the real estate mentioned in these proceedings respectfully shows that, after giving bond with security for the faithful discharge of his trust as prescribed by said decree which was duly approved, he did sell Lots Nos. 2 and 3 as shown on the Plat of Windmill Point (heretofore filed and approved herein on March 9, 1954) at private sale to Paul S. Saglietto and Wilma J. Saglietto, his wife, for the sum of Fifteen Thousand Dollars ($15,000.00) as per contract dated September 21, 1956 attached hereto as apart hereof and subject to the Court's approval thereof, the same being the highest amount he could obtain for said property and being in excess of the appraised value thereof as shown by the testimony in these proceedings. The terms of said sale as set forth in said contract are Fifteen Hundred Dollars ($1,500.00) in cash upon the execution of said contract and the balance in cash within 30 days after ratification of the sale, the unpaid portion to bear interest from the date of ratification.

George W. Baker Jr., Trustee

George W. Baker, Jr., Trustee

FILED

1956 SEP 27 AM 11:27

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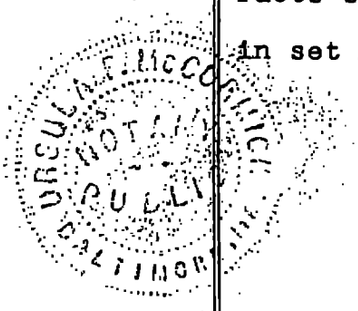
STATE OF MARYLAND:

CITY OF BALTIMORE:

I HEREBY CERTIFY that on this 21st day of September, 1956, before me, the subscriber, a notary public in and for the City and State aforesaid, personally appeared George W. Baker, Jr., Trustee who made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true as therein set forth and that the sales therein reported were fairly made.



Ursula F. McCormick
Notary Public

THIS AGREEMENT OF SALE Made this 21st day of September 1956 between GEORGE W. BAKER, JR., TRUSTEE, under decree of the Circuit Court for Anne Arundel County dated December 21, 1953, in proceedings entitled "Francis Colston Rienhoff, et al. v. MacCallum Rienhoff et al., Equity No. 10,833 " (hereinafter called "Vendor"), of the first part, and Paul S. Saglietto and Wilma J. Saglietto, his wife hereinafter called "Vendee"), of the second part, WITNESSETH THAT:

1. The Vendor does hereby bargain and sell unto the Vendee and the latter does hereby purchase from the former, all that lot or parcel of land situate, lying and being in the Third Election District of Anne Arundel County, Maryland, and shown and designated as Lots Nos. Two(2) and Three.(3) on a plat entitled "Windmill Point" which said plat is dated December 31, 1953 and is recorded among the Land Records of Anne Arundel County in Plat Book 24, folio 37, (a photostatic copy of which has been given to the Vendee) at and for the price of .Fifteen Thousand and 00/100 ********** . . . . . Dollars ($15,000.00), of which .One Thousand.Five.Hundred . . . . . Dollars ($1,500.00) have been paid prior to the signing hereof, and the balance of which the Vendee covenants and agrees to pay within thirty days after ratification of this sale by the Circuit Court for Anne Arundel County with interest thereon at the rate of six per cent per annum from the date of such ratification to the date of payment. Maintenance charge, taxes and other public charges shall be adjusted as of the date of ratification.

2. This Agreement of Sale is contingent upon its approval and ratification by the Circuit Court for Anne Arundel County in the above-entitled proceedings, and in the event that it is not ratified by said Court within ninety (90) days from the date hereof, it shall be null and void and the Vendor shall return to the Vendee any monies paid by said Vendee hereunder.

3. Upon ratification of the sale by the Circuit Court for Anne Arundel County aforesaid and upon payment of the entire purchase price with any unpaid interest and adjustments as above provided, a deed for the property shall be executed by the Vendor at the Vendee's expense conveying good and merchantable title to the Vendee, but without any warranties of the Vendor, subject, however,

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1956 SEP 27 AM 11:27

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to the public utility agreement and easements of record, and to any other easements which may be observed by an inspection of the property, and to the uniform covenants, agreements, restrictions, conditions, easements and charges which are set forth in a deed from George W. Baker, Jr., Trustee to Herman Badenhoop and wife, which said deed is dated January 17, 1956 and is recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 995, folio 246, and to the additional or supplemental restrictions, etc. hereinafter set forth, as follows:

a. The free and open space required by sub-division VI of the uniform covenants and restrictions heretofore referred to in paragraph three (3) hereof, shall be and it is hereby increased to thirty-five (35) feet along the entire southern side line of lot No. 2 (said southern side line being also the common boundary line between Lots Nos. 1 and 2). Except as hereinafter provided, no part of any building or other structure whatsoever may at any time be erected or maintained on said lot No. 2 nearer than thirty-five (35) feet to said lot No. 1. Steps and terraces no part of which is above the level of the first floor of the dwelling may be built and maintained on the inner twenty (20) feet of such free spaces.

For purposes of clarification, it is expressly understood and declared that nothing in subdivision VI of said uniform covenants and restrictions or in this Agreement of Sale would prevent the erection of a seawall extending across the entire frontage of the property, provided the same has first been approved by the Trustee pursuant to subdivision II of said uniform covenants and restrictions.

b. No new building or part thereof shall at any time hereafter be erected on said lot No. 1 within 35 feet of the aforesaid common boundary line between said lots Nos. 1 and 2 without the prior written consent of the then owner of said lot No. 2.

c. In the event that the Vendees wish to use the said two lots herein described together for building purposes as if they

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were one lot, in order to erect a single residence to be situated partially on said lot No. 2 and partially on said lot No. 3, then upon the approval of plans therefor and the construction thereof, said Lots Nos. 2 and 3 shall automatically be treated and considered as one lot for the purposes of the aforesaid uniform covenants and restrictions in all respects, except that the amount of the annual maintenance charge for which said property shall be liable under Sub-division XI thereof shall not be reduced by virtue thereof, and shall still be equal to the amount that would be payable were said property still considered to be two lots.

d. There is an old small cottage now located on said Lot No. 2 which is in a bad state of repair and which because of its size and for aesthetic and other reasons would not be suitable or approved for the Windmill Point development. The Vendees expressly covenant and agree that they will completely and entirely remove said small cottage from said lot upon written request of the Vendor at any time after the expiration of three years from the date hereof, unless the same shall have been incorporated in plans for a residence approved pursuant to Sub-division II of the aforementioned uniform covenants and restrictions and said residence actually completed as approved. At no time while said small cottage is on said lot shall it be used as a residence, temporarily or permanently, or for any other purposes not expressly consented to in writing by the Vendor.

4. This sale includes all buildings and improvements on and appurtenances pertaining to the said Lots Nos. 2 and 3, including full riparian rights.

5. No assignment of this agreement may be made by the Vendee without the specific written consent of the Vendor.

6. The covenants herein contained shall bind and the benefits and advantages shall inure to the heirs, executors and administrators of the Vendee, and the successors and assigns of the Vendor.

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7. This Agreement of Sale contains and embodies the final and entire agreement between the parties hereto. No representations have been made and no conditions have been imposed or accepted by either party other than as expressly set forth herein.

8. Time is of the essence of this contract.

WITNESS our hands and seals.

WITNESS:

R. L. Sleinglaff — George W. Baker Jr. Trustee (SEAL)
George W. Baker, Jr. Trustee
Vendor

R. L. Sleinglaff — Paul V. Sagliotti (SEAL)
Vendee

Dorothy H. Ingram — Wilma J. Sagliotti (SEAL)
Vendee

Vendee's Address: _____

_____ Tel. No. _____

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LIBER 102 PAGE 110

ORDER NISI

FRANCIS COLSTON RIENHOFF, Infant by Frances Y. Rienhoff, his mother and next friend

versus

MAC CALLUM RIENHOFF
~~HUGH YOUNG RIENHOFF and~~
KATHRYN RIENHOFF, his wife and
WILLIAM FRANCIS RIENHOFF, III and GRACE S. RIENHOFF, his wife, Defendants

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,833 Equity

Ordered, this 27 day of September, 1956, That the sale of ~~the~~ Lots Nos. 2 and 3 as shown on the Plat of "Windmill Point" heretofore filed ~~made and reported by~~ herein, at private sale, made to Paul S. Saglietto and Wilma ~~Trustee~~, J. Saglietto, his wife, and reported by George W. Baker, Jr., Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 5 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 5 day of November next.

FILED
1956 SEP 27 AM 11:27

The report states that the amount of sales ~~to be~~ was $Fifteen Thousand ($15,000.00) Dollars

George J. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

FRANCIS COLSTON RIENHOFF, Infant by Frances Y. Rienhoff, his mother and next friend

versus

MAC CALLUM RIENHOFF
HUGH YOUNG RIENHOFF and
KATHRYN RIENHOFF, his wife, and
WILLIAM FRANCIS RIENHOFF, III and
GRACE S. RIENHOFF, his wife, DEFENDANTS

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

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

FILED
1956 NOV -7 PM 3:28

Benjamin Michaelson
Judge

LIBER 102 PAGE 111

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,833 Equity

FRANCIS COLSTON RIENHOFF, Infant by Frances Y. Rienhoff, his mother and next friend

Vs.

MacCALLUM RIENHOFF, HUGH YOUNG RIENHOFF and KATHRYN RIENHOFF, his wife and WILLIAM FRANCIS RIENHOFF, III and GRACE S. RIENHOFF, his wife, Defendants.

Ordered, this 27th day of September, 1956, That the sale of Lots Nos. 2 and 3 as shown on the Plat of "Windmill Point" heretofore filed herein, at private sale, made to Paul S. Saglietto and Wilma J. Saglietto, his wife, and reported by George W. Baker, Jr., Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 5th 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 5th day of November next.

The report states that the amount of sale was Fifteen Thousand ($15,000.00) Dollars.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE F. CROMWELL, Clerk.

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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 31, 1956

We hereby certify, that the annexed Order Nisi Sale Eq. 10,833 Francis Colston Rienhoff $15,000.00

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 5th day of November, 1956. The first insertion being made the 4th day of October, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Telghman

FILED

No. M.G. 5 1956 NOV -7 AM 10:31

LIBER 102 PAGE 112

In the Case of

Francis Colston Rienhoff,
Infant, etc.
VS.
Mac Callum Rienhoff,
et al

In the

Circuit Court

For

Anne Arundel County

No. 10,833 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 21, 1957

All of which is respectfully submitted.

Auditor.

FILED
1957 JAN 23 AM 11:09

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Dr. Francis Colston Rienhoff, infant, etc. vs. MacCallum Rienhoff, et al in ac.

To Trustee for Commissions on Corpus Collections - 10% of $56,408.43 (Order of 3/14/55), viz:	5,640 84		
To Trustee for Commissions on Income Collections - 6% of $2,089.10, viz:	125 34	5,766	18
To Trustee for Court costs, viz:			
Clerk of Court - Court costs to date	71 25		
Auditor - stating this account and furnishing two copies thereof	67 50	138	75
To Trustee for Expenses, viz:			
Capital-Gazette Press - order nisi (acct)	6 00		
Fidelity & Deposit Co. of Md. - bond premium	100 00		
Louise H. Gohr - mimeographing	3 00		
Baltimore Photo & Blue Print Co. - photostats and blue prints	11 39		
Financial Publishing Co. - amortization schedules	1 70		
C. & P. Telephone Co. - call to Oxford, Pa.	4 62		
J. R. McCrone, Jr., Inc. - re-staking front lots 5 through 18	20 00		
Capital-Gazette Press - orders nisi on J. H. Johnson, Woelper, Braun, A. H. Johnson, R. L. Johnson and Saglietto Sales	40 00		
Lloyd Publicity Co. - 200 form contracts	7 50		
Lucas Bros. - 3 loan account books	77		
J. R. McCrone, Jr., Inc. - location of buildings on lots 1 and 2 - 2 prints	5 00		
Ursula F. McCormick - notary fees	1 50		
Elaine McLendon - notary fees	7 50		
One-half Federal documentary stamps on deeds	26 70		
One-half State documentary stamps on deeds	26 65	262	33
Total Corpus Receipts $56,408.43			
Less:			
Trustee's Commissions, as above $5,640.84			
Operating Expenses in re sales and transfers 401.08	6,041.92		
Corpus balance for distribution	$50,366.51		
Distributed as follows:			
To MacCallum Rienhoff - one-fourth	12,591 63		
To Hugh Young Rienhoff - one-fourth	12,591 63		
To Wm. Francis Rienhoff - one-fourth	12,591 63		
To Francis Colston Rienhoff - one-fourth	12,591 62	50,366	51

LIBER 102 PAGE 114

Income Receipts and Refunds	$2,112.04			
Less:				
Trustee's Commissions as above	125.34			
Income balance for distribution	$1,986.70			
Distributed as follows:				
To MacCallum Rienhoff - one-fourth		496	67	
To Hugh Young Rienhoff - one-fourth		496	67	
To Wm. Francis Rienhoff - one-fourth		496	68	
To Francis Colston Rienhoff - one-fourth		496	68	1,986 70
				58,520 47

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with

George W. Baker, Jr., Trustee

Cr.

1956				
Dec.	31	Principal Payments For principal collections made by Trustee since the filing of his Report on February 8, 1956, see Schedule A hereto attached	56,408 43	56,408 43
		Income Receipts See Schedule B hereto attached	2,089 10	2,089 10
		Refunds See Schedule B here to attached	22 94	22 94
				58,520 47

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SCHEDULE A

Principal Payments

Balance due on purchase price of 6.25 acres sold to Gibson Island Club, Inc., by contract dated 4/26/54, as shown by Auditor's Account ratified 8/17/56		$ 28,326.62	$
Principal payments as follows:			
4/10/56	$ 664.32		
4/26/56	14,662.30		
6/27/56	135.12		
9/18/56	137.15		
12/21/56	139.20	15,738.09	15,738.09
Principal balance due		12,558.53	
Purchase price of Lot 16 sold to J. Hillen Johnson and wife by installment contract dated 5/23/56		5,450.00	
5/24/56 - Down payment	$ 450.00		
6/29/56 - Monthly payment	40.00		
7/30/56 " "	40.00		
8/30/56 " "	27.70		
10/8/56 " "	15.54		
10/29/56 " "	15.62		
12/5/56 " "	15.70		
12/31/56 " "	15.78	620.34	620.34
Principal balance due		4,829.66	
Balance due on purchase price of Lot 20 sold to Lester N. Schaefer and wife, as shown by Auditor's Second Account			4,800.00
Purchase price of Lot 12 sold to Roland H. Woelper and wife (Sale ratified 9/15/56)			4,250.00
Purchase price of Lots 13 and 14 sold to Melvin L. Braun and wife (Sale ratified 9/15/56)			7,500.00
Purchase price of Lot 15 sold to Alfred A. Johnson and wife (Sale ratified 11/7/56)			4,500.00
Purchase price of Lot 17 sold to Robert L. Johnson and wife (Sale ratified 11/7/56)			4,000.00
Purchase price of Lots 2 and 3 sold to Paul S. Saglietto and wife (Sale ratified 11/7/56)			15,000.00
Total Corpus Receipts			$ 56,408.43

SCHEDULE B

Income and Refunds

Gibson Island Club, Inc. - interest on principal balances due under contract of 4/26/54, viz:	$	$
4/10/56	413.60	
6/27/56	195.00	
9/18/56	192.97	
12/21/56	190.97	
Total interest to 12/28/56		992.49
James H. Johnson - interest on principal balances due under contract of 5/23/56, viz:		
8/30/56	12.30	
10/8/56	24.46	
10/29/56	24.38	
12/5/56	24.30	
12/31/56	24.22	
Total interest to 12/31/56		109.66
Interest on deferred payments from dates of following sales to dates of settlement, viz:		
9/28/56 - Lester N. Schaefer - Lot 20	504.00	
11/13/56 - Robert L. Johnson - Lot 17	4.02	
11/15/56 - Alfred A. Johnson - Lot 15	6.00	
Total interest on deferred payments		514.02
Interest on Savings ACcount:		
6/30/56	123.82	
12/31/56	349.11	472.93
Total Income		$ 2,089.10

REFUNDS

1956 State and County taxes- adjustments on lots sold, viz;	$	
Lester N. Schaefer - Lot 20	6.05	
Roland A. Woelper - Lot 12	1.51	
Melvin L. BRaun - Lots 13 and 14	3.02	
Alfred A. Johnson - Lot 15	.96	
Robert L. Johnson - Lot 17	.96	
P. S. Saglietto - Lots 2 and 3	10.44	
Total Refunds		22.94

LIBER 102 PAGE 118

ORDER NISI

Francis Colston Rienhoff,

Infant, etc.

VERSUS

MacCallum Rienhoff,

et al

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 10,833 Equity.

1957 JAN 23 AM 11:09

FILED

ORDERED, This 23 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 4 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 4 day of March next.

George J. Cromwell, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 10 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.

Matthew S. Brown, Judge.

FILED

1957 MAR -8 PM 3:06

ORDER NISI

In the

LIBER 102 PAGE 119 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 4, 1957

We hereby certify, that the annexed

Order Nisi Eq. 10,833

Auditor Account

Maccallum Rienhoff

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 March, 1957. The first insertion being made the 31st day of January, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,833 Equity

FRANCIS COLSTON RIENHOFF, Infant, etc.

Versus

MACOALLUM RIENHOFF, et al

Ordered, this 23 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 4th 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 4th day of March next.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:

GEORGE T. CROMWELL, Clerk

F-14

FILED

1957 MAR -5 PM 1:46

No. M.G.

152

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF JAMES P. SPINDLE, divorced, and	*	CIRCUIT COURT
	*	FOR
JOHN H. HOPKINS, IV, Trustee for JAMES P. SPINDLE	*	ANNE ARUNDEL COUNTY
	*	# 10,333 Equity

* * * * * * * * * * * *** * * * * * * * *

MR. CLERK:

Please docket this case and file the original Mortgage.

Edward G. Raney

Assignee

Filed 3 Oct., 1951.

/

Purchase money to $1525--$1.10 State Stamps

LIBER 102 PAGE 121

LIBER 462 PAGE 63

Form No. 1—County Fee

No. 10,333 Equity

This Mortgage,

made this 20th day of March, in the year one thousand nine hundred and forty-eight, between James P. Spindle, divorced, and John H. Hopkins, IV, Trustee for James P. Spindle, 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 James P. Spindle, divorced, and John H. Hopkins, IV, Trustee for James P. Spindle, the sum of TWO THOUSAND NINE HUNDRED AND SEVENTY-FIVE ($2975.00) 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 ....4..% per annum, in the manner following:

By the payment of Thirty-seven ($37.00)

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 James P. Spindle, divorced, and John H. Hopkins, IV, Trustee for James P. Spindle, do(th) grant, convey and assign unto said Enterprise Federal Savings and Loan Association of Annapolis, Md., its successors and assigns, all those lots, pieces, or parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, and described as follows:

LOTS NUMBERED FORTY-EIGHT (48), FORTY-NINE (49) and FIFTY (50) in Block Lettered "B" on the Plat of Deale Beach, which Plat is recorded among the Plat Records of Anne Arundel County in Liber F.S.R. No. 4, folio 22 (Cabinet 1, Rod A-5, Plat 22).

BEING the same property which was conveyed to the said John H. Hopkins, IV, Trustee, by Benjamin Michaelson, Attorney-named-in-mortgage, by deed of even date herewith and recorded among the Land Records of Anne Arundel County prior hereto; and being also the same property which was conveyed to Frederick A. Finley by The Bay Beach Realty Company by deed dated September 9, 1946, and recorded among the aforesaid Land Records in Liber J.H.H. No. 383, folio 256.

Filed 3 Oct, 1951

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) James P. Spindle, divorced, and John H. Hopkins,IV, Trustee for James P. Spindle, for himself, his 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 ...4...% 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 Benjamin Michaelson, 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~~ 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:

Katharine H. McCutchan
Katharine H. McCutchan

James P. Spindle (SEAL)
James P. Spindle, divorced

John H. Hopkins IV (SEAL)
John H. Hopkins,IV, Trustee for James P. Spindle

..... (SEAL)

..... (SEAL)

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 20th day of March 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 James P. Spindle, divorced, and John H. Hopkins, Iv, Trustee for James P. Spindle, 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.

Katharine H. McCutchan
Katharine H. McCutchan Notary Public.

My commission expires on

May 2, 19 49

Recorded March 27th, 1948 at 10-45 A.M.

Mortgage

FROM

James P. Spindle, divorced, and John H. Hopkins, IV, Trustee for James P. Spindle

TO

ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MD.

Property

Received for record March 27 19 48 at 10-45 o'clock A M.
Same day recorded in Liber J.H.H. No. 462 folio 63 &c. one of the Land Records of Anne Arundel County and examined per Clerk.
Cost of Record $

BENJAMIN MICHAELSON
ATTORNEY AT LAW
15 SCHOOL ST.
ANNAPOLIS, MD.

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 27th day of August, 1951.

ATTEST:

ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION

By: R. Gardiner Chaney, President

Edward G. Chaney, Secretary

Property:

Received for Record 2 Day 1951 at 2 P M and the same was recorded in Liber J.H.H. No. 462 Fol. 63, Land Records of Anne Arundel County.
Clerk

MISPLACED M.L.B.F.O.B.

Execution approved

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
JAMES P. SPINDLE, divorced, and	*	FOR
	*	ANNE ARUNDEL COUNTY
JOHN H. HOPKINS, IV, Trustee for JAMES P. SPINDLE	*	# 10,333 Equity
	*	

* *

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage claim of Enterprise Federal Savings and Loan Association of Annapolis, Maryland, under a Mortgage to the said Association from JAMES P. SPINDLE, Divorced, and JOHN H. HOPKINS, IV, Trustee for JAMES P. SPINDLE, dated the 27th day of March, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 462 at folio 63, said Mortgage being in default.

Balance due upon principal.	$2,044.81
To interest from June 1, 1950.	$ 110.12
	$2,154.93

Filed 3 Oct., 1951

R. Gardiner Chaney

R. Gardiner Chaney, Pres.

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

I HEREBY CERTIFY that on this 28th day of September, 1951, before me, the subscriber, a Notary Public in and for the State of Maryland aforesaid, personally appeared R. Gardiner Chaney, President of Enterprise Federal Savings and Loan Association, and made oath in due form of law that the foregoing is a true statement of the amount remaining due on its Mortgage claim described herein, and that it has not received any security or any satisfaction therefor other than the Deed of Mortgage in said statement mentioned.

WITNESS my hand and Seal Notarial.

EDWARD G. CHANEY NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Edward G. Chaney

Notary Public

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LIBER 102 PAGE 126

No. 10,333 Equity

KNOW ALL MEN BY THESE PRESENT, That we,

Edward G. Chaney

as PRINCIPAL, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as SURETY, are held and firmly bound unto the State of Maryland, in the full and just sum of Twenty-five Hundred Dollars, ($2500.00) - 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 31st day of October 1951.

WHEREAS, by virtue of a power of sale contained in a mortgage from James P. Spindle, divorced, and John H. Hopkins, IV, Trustee for James P. Spindle, to Enterprise Federal Savings and Loan Association of Annapolis, Md., Inc., bearing date on or about the 20th day of March, 1948, , the said Edward G. Chaney, Assignee 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 Edward G. Chaney, Assignee, 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 Edward G. Chaney, Assignee 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 to be void and of no effect, otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

Virginia Merritt
(AS TO BOTH)

Edward G. Chaney (SEAL)
Edward G. Chaney, Assignee

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

approved this 1 Nov, 1951
John H. Hopkins, 3rd, Clerk

Filed 1 Nov. 1951.

GEORGE W. SCIBLE LIBER 102 PAGE 127 Auctioneer

ASSIGNEE'S SALE

OF VALUABLE IMPROVED

REAL ESTATE

SITUATE AT DEALE BEACH, SEVENTH ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale contained in the mortgage from James P. Spindle, divorced, and John H. Hopkins, IV, Trustee for James P. Spindle, to Enterprise Federal Savings and Loan Association of Annapolis, Maryland, Incorporated, dated the 27th day of March, 1948, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 462 at folio 63, the undersigned as Assignee of the mortgage to foreclose in event of default, and default having occurred, will offer for sale at public auction at the Court House Door on

Thursday, November 1, 1951

AT 11 O'CLOCK, A.M.

All those lots, pieces or parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, and described as follows:

Lots Numbered Forty-eight (48), Forty-nine (49) and Fifty (50) in Block Lettered "B" on the Plat of Deale Beach, which Plat is recorded among the Plat Records of Anne Arundel County in Liber F. S. R. No. 4, folio 22 (Cabinet 1, Rod A-5, Plat 22).

Being the same property which was conveyed to the said John H. Hopkins, IV, Trustee, by Benjamin Michaelson, Attorney named in mortgage, by deed of even date herewith and recorded among the Land Records of Anne Arundel County prior hereto; and being also the same property which was conveyed to Frederick A. Finley by The Bay Beach Realty Company by deed dated September 9, 1946, and recorded among the aforesaid Land Records in Liber J. H. H. No. 383, folio 256.

The said property being improved by a five-room dwelling, without conveniences.

TERMS OF SALE: A deposit of ten per cent of the purchase price will be required of the purchaser or purchasers on the day of sale, balance of the purchase money, with interest thereon at the rate of 6% per annum, to be paid in cash upon final ratification of sale. Taxes and all other assessments to be adjusted rs, apply to

EDWARD G. CHANEY,
Assignee,
Townsworth Building,
Annapolis, Maryland.

Filed 11 Dec, 1951

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 $ 2,000.00- - - - - - - -and I/we agree to abide by the terms herein.

Witness my/our hand and seal this 1st day of November, 1951.

ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MARYLAND, INC.

Attest: By: R. Gardiner Chaney (SEAL)
R. Gardiner Chaney, President

_____ (SEAL)

Mary P. Smith
Mary P. Smith, Assistant-Secretary

I hereby certify that I sold property described on the reverse side of this Hand Bill to ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MARYLAND at and for the price of $ 2,000.00- - - - - he/they, being then and there the highest bidder therefor.

Witness my hand and seal this 1st day of November, 1951.

Witness:

_____ (SEAL)
Auctioneer

Joyce T. Bast
Joyce T. Bast

Filed 11 dec, 1951.

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IN THE MATTER OF THE SALE	*	IN THE
OF THE MORTGAGED REAL ESTATE	*	CIRCUIT COURT
OF JAMES P. SPINDLE, Divorced,	*	FOR
and JOHN H. HOPKINS, IV, TRUSTEE	*	ANNE ARUNDEL COUNTY
FOR JAMES P. SPINDLE	*	No. 10,333 Equity

* *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Edward G. Chaney, Assignee in the Mortgage in this proceeding respectfully shows:

Filed 11 Dec., 1951.

That under and by virtue of power of sale contained in a mortgage to ENTERPRISE FEDERAL SAVINGS and LOAN ASSOCIATION OF ANNAPOLIS, MARYLAND, INC. from JAMES P. SPINDLE, Divorced, and JOHN H. HOPKINS, IV, TRUSTEE FOR JAMES P. SPINDLE, dated the 27th day of March, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 462 at folio 63, default having occurred in said Mortgage and at the request of the Mortgagee, and after having given Thirty (30) days' notice of the time, place, manner and terms of sale by advertisement in the "Evening Capital", a newspaper published in Anne Arundel County and by the distribution of hand bills, he did pursuant to the said notice of sale attend in person at the Court House door in the City of Annapolis, Maryland on Thursday, November 1, 1951 at eleven o'clock a.m.; and then and there in the presence of a number of

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persons did proceed to sell at public sale to the ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MARYLAND, INC. at and for the sum of Two Thousand and 00/100 ($2,000.00) Dollars, it being at that price the highest bidder therefor, the property mentioned in this proceeding to wit:

> All those lots, pieces or parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, and described as follows:
>
> Lots Numbered Forty-eight (48), Forty-nine (49) and Fifty (50) in Block Lettered "B" on the Plat of Deale Beach, which Plat is recorded among the Plat Records of Anne Arundel County in Liber F.S.R. No. 4, folio 22 (Cabinet 1, Rod A-5, Plat 22).

BEING the same property which was conveyed to the said John H. Hopkins, IV, Trustee, by Benjamin Michaelson, Attorney named in mortgage, by deed of even date herewith and recorded among the Land Records of Anne Arundel County prior hereto; and being also the same property which was conveyed to Frederick A. Finley by The Bay Beach Realty Company by deed dated September 9, 1946, and recorded among the aforesaid Land Records in Liber J.H.H. No. 383, folio 256.

The said purchaser has paid the deposit of Two Hundred and 00/100 ($200.00) Dollars and agreed to comply with the terms of sale, said agreement and certificate of the auctioneer marked "Hand Bill with Report of Sale" is filed herewith.

//

All of which is respectfully submitted.

Edward G. Chanfy, Assignee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 2nd day of November, 1951, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared EDWARD G. CHANFY, Assignee in the Mortgage, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true as therein set forth and that the said sale was fairly made.

Witness my hand and Seal Notarial.

Margaret B. Hendrix

Margaret B. Hendrix, Notary Public

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LIBER 102 PAGE 132

ORDER NISI

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF

~~XXXXXX~~

JAMES P. SPINDLE, Divorced, and JOHN H. HOPKINS, IV, TRUSTEE FOR JAMES P. SPINDLE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,333 Equity

Filed 11 Dec., 1951.

Ordered, this 11 day of December, 19 51, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Edward G. Chaney, Assignee, ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 14 day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14 day of January next.

The report states that the amount of sales to be $ 2,000.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: ..... Clerk.

(Final Order)

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF

~~XXXXXX~~

JAMES P. SPINDLE, Divorced, and JOHN H. HOPKINS, IV, TRUSTEE FOR JAMES P. SPINDLE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

..... Term, 19

Filed 16 Jan., 1952.

ORDERED BY THE COURT, This 16th day of January, 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.

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LIBER 102 PAGE 133

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 16, 1952

We hereby certify, that the annexed Assignee's Sale

James P. Spindle

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 4th day of November, 1951. The first insertion being made the 4th day of October, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By Bettie L. Carlson

Filed 16 Jan. 1952

ASSIGNEE'S SALE
—OF VALUABLE—
IMPROVED REAL ESTATE
Situate at Deale Beach, Seventh Election District, Anne Arundel County, Maryland.

Under and by virtue of the power of sale contained in the mortgage from JAMES P. SPINDLE, divorced, and JOHN H. HOPKINS, IV, TRUSTEE FOR JAMES P. SPINDLE, to Enterprise Federal Savings and Loan Association of Annapolis, Maryland, Incorporated, dated the 27th day of March, 1948 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 402 at folio 63, the undersigned as Assignee of the mortgage to foreclose in event of default, and default having occurred, will offer for sale at public auction at the COURT HOUSE DOOR on

THURSDAY, NOVEMBER 1, 1951,
AT 11 O'CLOCK, A.M.

All those lots, pieces or parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, and described as follows:

LOTS NUMBERED FORTY-EIGHT (48), FORTY-NINE (49) and FIFTY (50) in Block Lettered "B" on the Plat of Deale Beach, which Plat is recorded among the Plat Records of Anne Arundel County in Liber F. S. R. No. 4, folio 22 (Cabinet 1, Rod A-5, Plat 22).

BEING the same property which was conveyed to the said John H. Hopkins, IV, Trustee, by Benjamin Michaelson, Attorney-named-in-mortgage, by deed of even date herewith and recorded among the Land Records of Anne Arundel County prior hereto; and being also the same property which was conveyed to Frederick A. Finley by The Bay Beach Realty Company by deed dated September 9, 1946, and recorded among the aforesaid Land Records in Liber J. H. H. No. 385, folio 250.

The said property being improved by a five room dwelling, without conveniences.

TERMS OF SALE: A deposit of ten percent of the purchase price will be required of the purchaser or purchasers on the day of the sale, balance of the purchase money, with interest thereon at the rate of 6% per annum, to be paid in cash upon final ratification of sale. Taxes and all other assessments to be adjusted to the day of sale. For further particulars, apply to

EDWARD G. CHANEY,
Assignee
Townsworth Building
Annapolis, Maryland.

GEORGE W. SCIBLE,
Auctioneer.

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LIBER 102 PAGE 134 OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

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CERTIFICATE OF PUBLICATION

Annapolis, Md., January 11, 1952

We hereby certify, that the annexed Order Nisi

Sale Equity 10333

James P. Spindle

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 14th day of January, 1952. The first insertion being made the 13th day of December, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By Bessie L. Carlson

No. E. C. 9199

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Legal Notices —

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,333 Equity

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF JAMES P. SPINDEL, Divorced, and JOHN H. HOPKINS, IV, TRUSTEE FOR JAMES P. SPINDLE.

Ordered, this 11th day of December, 1951, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Edward G. Chaney, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 14th day of January next;

PROVIDED, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14th day of January next.

The report states that the amount of sales to be $2,000.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

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Filed 16 Jan., 1951

IN THE MATTER OF	*	
THE MORTGAGED REAL ESTATE OF	*	IN THE
JAMES P. SPINDLE, Divorced, and	*	CIRCUIT COURT
JOHN H. HOPKINS, IV, Trustee for JAMES P. SPINDLE	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	# 10,333 Equity

* *

CORRECTED STATEMENT OF MORTGAGE DEBT

Corrected statement of the Mortgage claim of Enterprise Federal Savings & Loan Association of Annapolis, Maryland, under a Mortgage to the said Association from JAMES P. SPINDLE, Divorced, and JOHN H. HOPKINS, IV, Trustee for JAMES P. SPINDLE, dated the 27th day of March, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 462 at folio 63, said Mortgage being in default.

Principal Balance	$1,941.17
1949 State and County Realty Taxes	43.35
1951 State and County Realty Taxes	26.39
Insurance	18.90
Maintenance to property	20.00
Interest to November 1, 1951.	117.32
	$ 2,167.13

Filed 23 July, 1952.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 17th day of July, 1952, before me, the subscriber, a Notary Public in and for the State of Maryland aforesaid, personally appeared R. Gardiner Chaney, President of Enterprise Federal Savings and Loan Association, and made oath in due form of law that the foregoing is a true statement of the amount remaining due on its Mortgage claim described herein, and that it has not received any security or any satisfaction therefor other than the Deed of Mortgage in said statement mentioned.

WITNESS my hand and Seal Notarial.

Joyce T. Bast
Notary Public

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LIBER 102 PAGE 136

In the Case of

In the Matter of the
Mortgaged Real Estate
of
~~his~~
James P. Spindle, divorced,
and
John H. Hopkins, IV, Trustee
for James P. Spindle

In the

Circuit Court

For

Anne Arundel County

No. 10,333 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 23 July, 1952.

July 22, 1952.

All of which is respectfully submitted.

Laura V. Fickling

Auditor.

Dr. In the Matter of the Mortgaged Real Estate of James P. Spindle, in ac. divorced, and John H. Hopkins, IV, Trustee for James P. Spindle

To Assignee for Commissions, viz:	93	00		
To Assignee for Fee, viz:	50	00	143	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	40	00		
Capital-Gazette Press - handbills	9	79		
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 - recording assignment		75		
One-half Federal revenue stamps	1	10		
One-half State revenue stamps	1	10		
Notary fees	1	00	92	74
To Enterprise Federal Savings & Loan Ass'n of Annapolis, mortgagee - this balance on account mortgage claim	1,730	91	1,730	91
			2,004	40
Amount of mortgage claim filed	2,167	13		
Cr. Amount allowed as above	1,730	91		
Balance subject to decree in personam	436	22		

with Edward G. Chaney, Assignee Cr.

1951				
Nov.	1	Proceeds of Sale	2,000 00	2,000 00
		Refund 1951 State and County taxes- adjusted to 11/1/51	4 40	4 40
				2,004 40

LIBER 102 PAGE 139

ORDER NISI

In the Matter of the
Mortgaged Real Estate
of ~~XXXXXX~~
James P. Spindle, divorced,
and
John H. Hopkins, IV, Trustee
for James P. Spindle

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 10,333 Equity.

ORDERED, This 23 day of July, 19 52, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 26 day of 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 26 day of August next.

John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 18th day of September, 19 52, 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 18 Sept, 1952. Filed 23 July, 1952.

LIBER 102 PAGE 140 OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 29th 1952

We hereby certify, that the annexed

Order Nisi

Equity No. 10,333

James P. Spindle

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 26th day of August, 1952. The first insertion being made the 25th day of July, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

No. E. C. 5588

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ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,333 Equity

In The Matter Of The Mortgaged Real Estate Of JAMES P. SPINDLE, Divorced, And JOHN H. HOPKINS, IV, Trustee For JAMES P. SPINDLE.

Ordered, this 23rd day of July, 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 26th 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 26th day of August next.

JOHN H. HOPKINS, 3rd., Clerk.

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

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Filed 18 Sept 1952

WILMER M. JOHNSON, EVVA JOHNSON SLANKER, AND J. FRED JOHNSON, JR., Glen Burnie, Maryland,	:	IN THE
	:	CIRCUIT COURT
Complainants,	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
	:	NO. 11,285 EQUITY.
FRANKIE WILSON & SON, INC., 25 Baltimore-Annapolis Blvd., Glen Burnie, Maryland,	:	
Respondent.	:	

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

BILL OF COMPLAINT

To The Honorable, The Judges of said Court:

The Complainants respectfully show:

1. That the Complainants are seized and possessed of the following lots in the real estate development named "Garland", located in the Fifth Election District of Anne Arundel County, Maryland, the source of their title being hereinafter stated:-

Lots Nos. 18 and 19, Block D

Lots Nos. 26 and 27, Block E

Lots Nos. 21, 22, 54, 55, Block G

Lots Nos. 1, 2, 5, 6, 33, 34, Block I

Lot No. 23, Block M

2. That the Respondent claims title to said lots under hereinafter mentioned tax sales of record and deeds of record made in pursuance thereof, all of which are null and void as to the above lots for reasons hereinafter stated, which constitute a cloud upon Complainants' title to the above lots, to remove which this suit is brought.

3. That the history of Complainants' title to said lots is as follows:-

(a) Joshua F. Johnson owned a tract of land including said lots, which he acquired by Deed to him from Sedwick T. Pumphrey dated December 19, 1923, recorded among the County Land Records in Liber W.N.W. 69, Folio 386. He placed on public record a plat

Filed 8 Mar. 1955.

showing the tract subdivided into lots as a real estate development named "Gardland", a copy of which plat is filed herewith as Exhibit 1.

(b) After selling some lots, he conveyed the rest of the tract, including the aforesaid lots, to J. Baker Boyd Corporation, by Deed dated April 22, 1926, recorded in Liber W.M.B. 22, folio 252. He received back a Purchase Money Mortgage of the same property, executed by that corporation, bearing the same date, recorded in the same liber at page 254. The said corporation placed on record a supplemental plat of "Garland", a copy of which is filed herewith as Exhibit 2.

(c) J. Baker Boyd Corporation made the following conveyances of the aforesaid lots, but none of them were ever released from said mortgage:-

(1) Deed to Walter W. Davis and Grace Davis, his wife, dated July 7, 1927, recorded in Liber F.S.R. 15, Folio 240, conveying to them as tenants by the entireties in fee simple Lots 18 and 19, Block D of "Garland" Subdivision.

(2) Deed to Anthony J. Ena and Agatha M. Ena, his wife, dated February 5, 1927, recorded in Liber F.S.R. 8, Folio 397, conveying to them as tenants by the entireties in fee simple Lots 33 and 34, Block I of "Garland" Subdivision.

(3) Deed to Bernard J. Rott, dated March 11, 1927, recorded in Liber F.S.R. 8, Folio 496, conveying to him Lots 26 and 27, Block E of "Garland".

(4) Deed to Alfred Moeller and Flora L. Moeller, his wife, dated August 12, 1929, recorded in Liber F.S.R. 59, Folio 381, conveying to them as tenants by the entireties in fee simpls Lots 21 and 22, Block G of "Garland".

(5) Deed to Weinzl Gischler and Johanna Gischler, his wife, dated January 28, 1927, recorded in Liber F.S.R. 8, Folio 367, conveying to them as tenants by the entireties in fee simple Lots 1 and 2, Block I of "Garland".

(6) Deed to Gus Poulos, dated June 5, 1930, recorded in Liber F.S.R. 68, Folio 365, conveying to him Lot 23, Block M of "Garland" Subdivision.

(7) Deed to George M. Brocker, dated September 15, 1930, recorded in Liber F.S.R. 74, Folio 240, conveying to him Lots 5 and 6, Block I and Lots 54 and 55, Block G of "Garland" Subdivision.

(d) Proceedings to foreclose the aforesaid Mortgage held by Joshua F. Johnson were instituted by H. Melvin Bull, Attorney Named in the Mortgage, on March 22, 1932, in No. 6213 Equity in this Court, entitled "In The Matter Of The Mortgaged Real Estate Of J. Baker Boyd Corporation", which proceeding, and the original mortgage filed therein, are incorporated herein by reference. Bond was filed April 18, 1932, and on the next day all of the property subject thereto that had not been released from the mortgage, including all of said lots, were sold at public auction and were purchased by Joshua F. Johnson. The sale was reported to this Court on May 31, 1932, an Order Nisi was passed and published, and the sale was finally ratified on July 14, 1932. The property sold, including all of the said lots, was conveyed to Joshua F. Johnson by Deed from H. Melvin Bull, Attorney, dated August 3, 1932, recorded in Liber F.S.R. 105, Folio 74, a Certified Copy of which is herewith filed as Exhibit 3. At or about the time of this sale, and of this conveyance, H. Melvin Bull and Joshua F. Johnson inquired of the County Treasurer and Tax Collector for all taxes and public dues and charges of every kind then owing against the property sold including all of said lots, and they meant and intended to pay all of same and were ready, willing, and able to do so, and they then paid all of same, or all that was stated to be due, and believed they had paid all of same. If any of same were not then paid, it was entirely the fault of the County Tax Collector, and of the Tax Assessors, and the chaotic state of their records

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of which this Court took judicial notice in the case of Queen vs. Anderson, 191 Md 522, 62 A. 2d 612, and without any fault on the part of H. Melvin Bull, Attorney, or on the part of Joshua F. Johnson, purchaser, who meant and intended to pay all that was then owing, and were led by the County Treasurer and Collector Of Taxes to believe they had done so, and they and the purchaser's successors in title had no notice or intimation of any kind to the contrary until recently.

(e) Joshua F. Johnson departed this life on September 24, 1945, leaving a Last Will And Testament duly probated and recorded among the records of the Orphans' Court for Anne Arundel County in Liber R.G.P. 2, Folio 241, a certified copy of which is filed herewith as Exhibit 4, by which he devised all his property to his wife, Mabel V. Johnson, for her lifetime, remainder in fee simple to the Complainants, his children. Mabel V. Johnson has since departed this life.

(f) All of said lots are unimproved, and nobody was in possession or occupancy at the time they were conveyed to Joshua F. Johnson by the aforesaid Deed. Ever since that conveyance, he and his said devisees have been in possession of same, and they have exercised full dominion and ownership over the same up to the present time, and the Complainants have erected a foundation for a house on one of said lots, and Joshua F. Johnson and his said devisees have paid all state and county taxes, Anne Arundel County Sanitary Commission charges, and all other public dues and charges, against all of said lots, from 1932 to date.

(g) Complainants also claim title to Lots 18 and 19, Block D; Lots 33 and 34, Block I; and Lot 23, Block M, by inheritance from Mabel V. Johnson, to whom these and other lots were conveyed by Deed from the County Commissioners of Anne Arundel County, dated June 4, 1946, recorded in Liber J.H.H. 364, Folio 250, a certified copy of which is herewith filed as Exhibit 5. Mabel V. Johnson

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departed this life intestate, survived only by her children, the Complainants. This Deed antedates a subsequent Deed to Respondent's predecessor in title, hereinafter mentioned as Exhibit 7, under which Respondent claims title, both Deeds being from the same Grantor who purports to convey the same title in both of them.

4. That Frankie Wilson & Son, Inc., claims title to said lots by a Deed to it from Walton Dismukes Wilson, dated October 1, 1949, recorded in Liber J.H.H. 541, Folio 78, a certified copy of which is filed herewith as Exhibit 6. Walton Dismukes Wilson claimed title to same under a Deed to him from Joseph H. Griscom, County Treasurer, and the County Commissioners of Anne Arundel County, dated March 1948, recorded in Liber J.H.H. No. 461, Folio 421, a certified copy of which is filed herewith as Exhibit 7. The title of the County Commissioners is derived from the following tax sale proceedings in the Circuit Court for Anne Arundel County which are incorporated herein by reference, which title and tax sales are null and void because the taxes and charges for which the sales were made had been paid prior to said sales; and because H. Melvin Bull and Joshua F. Johnson prior to said tax sales inquired of the tax collector for all taxes and charges owed and paid all that was due or all that was stated by the tax collector to be due and were ready, willing and able to pay all that was owing and believed they had done so and were led to so believe by the tax collector and never had notice to the contrary, nor did the successors in title of Joshua F. Johnson have notice to the contrary; and for the other reasons hereinafter stated:-

(a) No. 4218 Tax Sales, Tax Sale Record F.A.M. 24, Folio 113, entitled "In The Matter Of The Tax Sale Of The Land Of Weinzl Tischler and wife", under which C. Albert Hodges, late County Treasurer, acting under Chapter 280 of the Acts of 1931 amended by Chapter 582 of the Acts of 1935, purported to sell to the County Commissioners on October 17, 1935, "Lots # 1 and 2, Block I at Garland Park," owned by "Weinzl Tischler and wife", for $36.77 taxes

etc. for 1934. The sale was not reported until November 29, 1937, no Order Nisi ratification of sale was passed until November 29, 1937, and it was not published until December 10, 1937, for which reason the sale became void under the decision in Free vs. Greene, 175 Md 36, 199 Atl. 857, 117 A.L.R. 717, nor was the Order Nisi published for three full weeks before December 29, 1937 as its terms required. This sale was void also for the following other reasons:-

(1) The taxes for which the property was sold and all charges thereon had been paid prior to the sale.

(2) The property sold was located in "Garland" Subdivision. The advertisement of sale described it as located in "Garland Park" which is another distinctly different and separate existing development. The same defect prevailed throughout all of the proceedings required by the statutes in assessing the property, levying of taxes and publishing notice of the levy, billing the taxes, levying on the property for delinquent taxes and giving notice of the levy, publication of the delinquent list, advertisement of sale, sale, report of sale, ratification of sale both nisi and final, publishing the Order Nisi, and all other proceedings of assessment, levy and collection of the taxes.

(3) The property sold was owned by Weinzl Gischler and Johanna Gischler, his wife. It was erroneously published in the alphabetical delinquent list that the statute requires under the name of "Weinzl Tischler and wife" where it would not normally be looked for by Gischler or other interested persons, and therefore was not sufficient notice to them or others. The same defect prevailed throughout all of the statutory proceedings mentioned in the preceeding paragraph.

(4) The property was wrongly assessed to only one of two equal owners, so that the other was deprived of all the provisions of the statutes in assessing of the property and levying

of taxes, and proceedings for sale, and of all the notices provided for by the statutes in all proceedings throughout up to and including final ratification of sale.

(5) Other reasons appearing in the report of sale, or to be shown.

(b) No. 4055 Tax Sales, Tax Sale Record F.A.M. 23, Folio 13, entitled "In The Matter Of The Tax Sale Of The Land of George M. Brocker". In this proceeding, C. Albert Hodges, late County Treasurer, acting under Chapter 280 Acts 1931 amended by Chapter 582 Acts 1935 Maryland General Assembly, sold to the County Commissioners on October 16, 1935, Lots 5 and 6, Block I and Lots 54 and 55, Block G at Garland, for $36.77 taxes for years 1931 through 1934. The sale was not reported until November 29, 1937, no Order Nisi ratification was passed until November 29, 1937, nor was it published until December 3, 1937, for which reason the sale became void under the decision in Free vs. Greene, 175 Md 36, supra. The sale was also void because prior thereto Joshua F. Johnson and his devisees inquired of the County Treasurer and paid all taxes and charges of every kind then due against this property or stated to be due by the Collector. The sale is void also for other reasons appearing in the report of sale or to be shown.

(c) No. 2263 Tax Sales, Tax Sale Record F.A.M. 11, Folio 305, entitled "In The Matter Of The Tax Sale Of The Land Of Bernard J. Rott". In this proceeding C. Albert Hodges, late County Treasurer, acting under Chapter 615 of the Acts of 1894 as amended by Chapter 418 of the Acts of 1908 of the Maryland General Assembly sold Lots 26 and 27, Block E, Garland Park to the County Commissioners on November 14, 1933, for $32.00. The said proceeding is void for the following reasons:-

(1) Prior to the sale, Joshua F. Johnson or his devisees inquired of the County Treasurer what taxes and charges of every kind were owed against the property and paid all that was due or said to be due.

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(2) The property was located in "Garland" Subdivision, and was erroneously stated on the assessment records to be located in "Garland Park" which is an entirely separate existing subdivision, so that the assessment of taxes and levying of same, billing, levy on the property for sale, advertisements of sale and handbills and posting of same, sale, report of sale, Order Nisi ratification and publication thereof, and final ratification, were void, all having been made against the wrong property.

(3) That said tax sale proceeding was interrupted before tax sale when said property became under the jurisdiction of this Court in said mortgage foreclosure proceeding No. 6213 Equity, the tax sale thereafter being invalid.

(4) That notice of levy on the property for salewas not given in accordance with law.

(d) No. 2647 Tax Sales, Tax Sale Record F.A.M. 14, Folio 249, entitled "In The Matter Of The Tax Sale Of The Land Of Alfred And Flora Moeller", under which C. Albert Hodges, late County Treasurer, acting under Chapter 615 of the Acts of 1894 as amended by Chapter 418 of the Acts of 1908, for alleged 1930 taxes, sold Lots 21 and 22, Block G of "Garland" to the County Commissioners on October 11, 1932. This proceeding was void for the following reasons:-

(1) Prior to the tax sale, and at the time of the aforesaid mortgage foreclosure, H. Melvin Bull, Attorney named in the Mortgage, forclosed in 1932 as before stated in Paragraph 3 (d) of this Bill of Complaint, inquired of the County Treasurer what taxes and charges were owed against the property sold at the foreclosure sale including these lots and paid all that was due and said to be due including the taxes for which the lots were sold under this tax sale, and after said conveyance to Joshua F. Johnson all subsequent taxes and charges have been paid up to the present time.

(2) Notice of levy on the property for tax sale was not given as required by law.

(3) The levy and proceedings were voided by jurisdiction of this Court in said mortgage foreclosure proceeding.

(e) No. 2261 Tax Sales, Tax Sale Record F.A.M. 11, folio 297, entitled "In The Matter Of The Tax Sale Of The Land Of Gus Poulos", under which Lot 23, Block M of Garland was sold by C. Albert Hodges, late County Treasurer, acting under Chapter 615 of the Acts of 1894 amended by Chapter 418 of the Acts of 1908, for alleged 1930 taxes, to the County Commissioners, on November 14, 1933. This tax sale is void for all of the same reasons stated in connection with Tax Sale No. 2647 above.

(f) No. 1847 Tax Sales, Tax Sale Record F.A.M. 8, folio 265, entitled "In The Matter Of The Tax Sale Of The Land Of Walter W. Davis", under which C. Albert Hodges, late Treasurer, purporting to act under Chapter 615 Acts 1894 amended by Chapter 418 Acts of 1908, for alleged 1930 taxes, sold Lots Nos. 18 and 19, Block D, Plat of Garland Park, to the County Commissioners, on July 28, 1932. This tax sale is void for all of the same reasons stated in connection with No. 2647 Tax Sales above, and for the following further reasons:-

(1) The property is located in "Garland" Subdivision, and was erroneously described in the levy for sale, and in the advertisement of sale, as being located in "Garland Park" which is a distinctly different and separate existing subdivision and was so at that time also. The same defect existed in all of the proceedings for the assessment of the property and levying of taxes and giving notice thereof, billing taxes, and throughout all of the proceedings.

(2) The property was owned by Walter W. Davis and Grace Davis, his wife, as tenants by the entireties, equally, and was assessed only in his name, so that she was deprived of all notices and other rights accorded her under the statutes. The levy on the property for sale was made only in his name and is

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void therefore.

(3) Other reasons apparent in the report of sale or to be shown.

(g) No. 1849 Tax Sales, Tax Sale Record F.A.M. 8, Folio 273, entitled "In The Matter Of The Tax Sale Of The Land Of Anthony J. Ena and Wife", under which C. Albert Hodges, County Treasurer, purported to sell Lots 33 and 34, Block I on the plat of Garland Park to the County Commissioners on July 28, 1932 for alleged 1930 taxes. The sale is void for all of the same reasons stated in connection with Tax Sale No. 1847.

5. That the Complainants are ready, willing and able to pay any taxes, penalties, interest, costs, or other charges that the Court may determine to be owed, or any sums that this Court may determine should be paid to any persons.

6. That the Respondent claims ownership of the said lots, and the deeds and tax sales mentioned in Paragraph 4 of this Bill and the subparagraphs thereunder constitute a cloud upon the Complainants' title to said lots, as does Respondent's claim of ownership thereunder, and irreparable injury is thereby inflicted upon Complainants for which there is no adequate remedy at law.

TO THE END THEREFORE:

(1) That said tax sale proceedings and the said conveyances to Walton D. Wilson and from him to Respondent be declared null and void and set aside in so far as they affect the Complainants' title to the lots specified in this Bill Of Complaint.

(2) And for such other and further relief as the nature of the case may require.

AND AS IN DUTY BOUND, etc.

Wilmer M. Johnson, Complainant

Evva Johnson Slanker, Complainant

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J. Fred Johnson, Jr., Complainant

James W. Blackhurst, Esq.
Solicitor for the Complainants
1 Central Avenue, S. W.
Glen Burnie, Maryland

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

I HEREBY CERTIFY, That on this 8th day of March, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Wilmer M. Johnson, Evva Johnson Slanker, and J. Fred Johnson, Jr., and made oath in due form of law that the matters and facts set forth in the aforegoing Bill of Complaint are true and bona fide as therein stated, to the best of their information, knowledge and belief.

WITNESS my hand and Notarial Seal.

Filed 8 Mar. 1955

Doris B. Morgan, Notary Public

ORDER

Upon the foregoing Bill Of Complaint, affidavit and exhibits, it is this 8th day of March, 1955, by the Circuit Court for Anne Arundel County, sitting in Equity,

ORDERED that Frankie Wilson & Son, Inc., show cause, if any it may have, on or before the 4th day of April, 1955, why the prayer of the Complainants should not be granted, provided a copy of the said Bill Of Complaint and this Order be served upon the said Frankie Wilson & Son, Inc., on or before the 24th day of March, 1955.

Benjamin Kirkpatrick
Judge

Filed 8 Mar. 1955.

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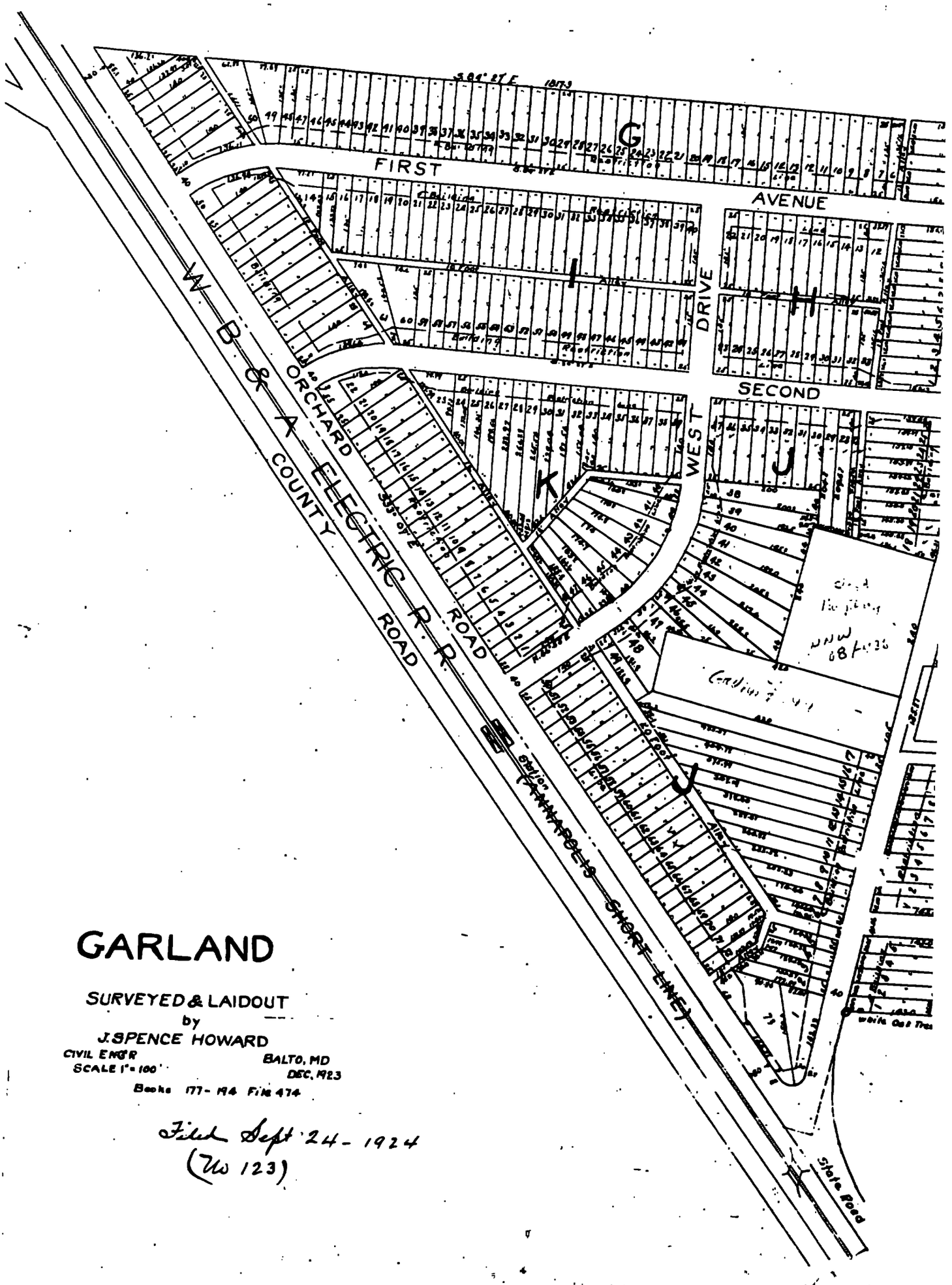
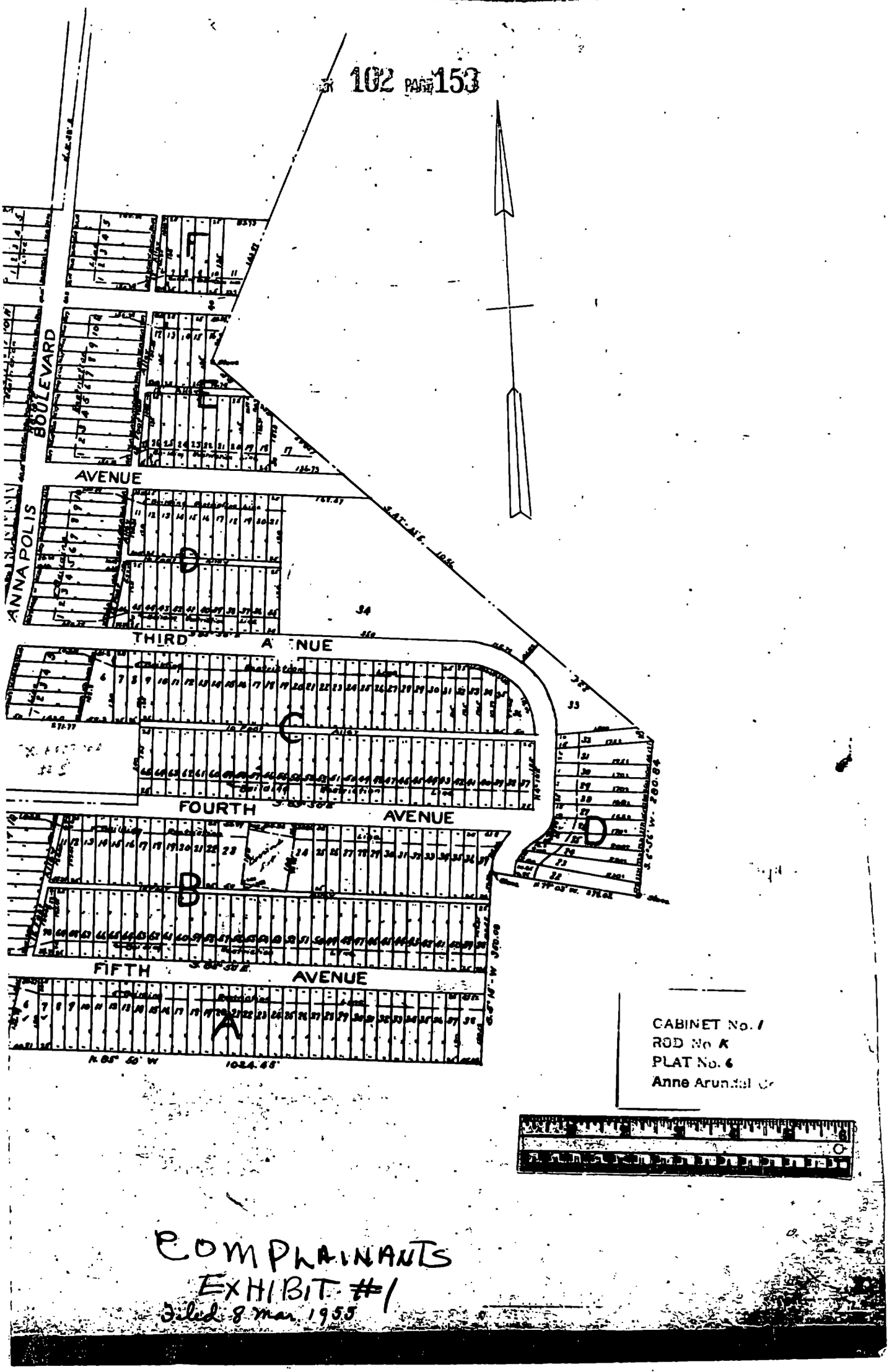
LIBER 102 PAGE 152



GARLAND

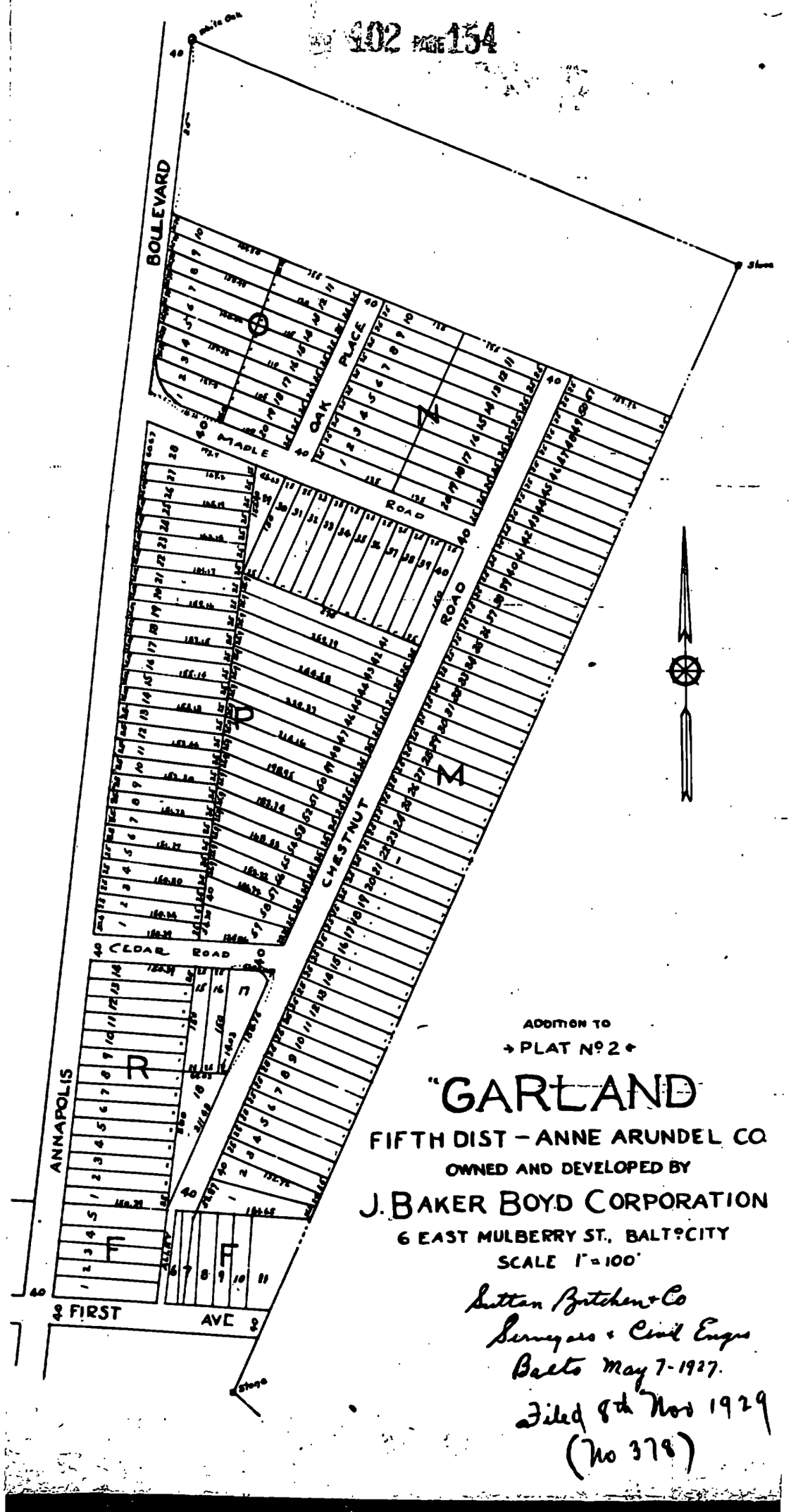
SURVEYED & LAIDOUT
by
J. SPENCE HOWARD
CIVIL ENGR
BALTO, MD
SCALE 1" = 100'
DEC. 1923
Books 177 - 194 File 474

Filed Sept 24 - 1924
(W 123)



COMPLAINANTS
EXHIBIT #1
Filed 8 Mar 1955

402 PAGE 154



ADDITION TO

→ PLAT Nº 2 ←

"GARLAND

FIFTH DIST – ANNE ARUNDEL CO.

OWNED AND DEVELOPED BY

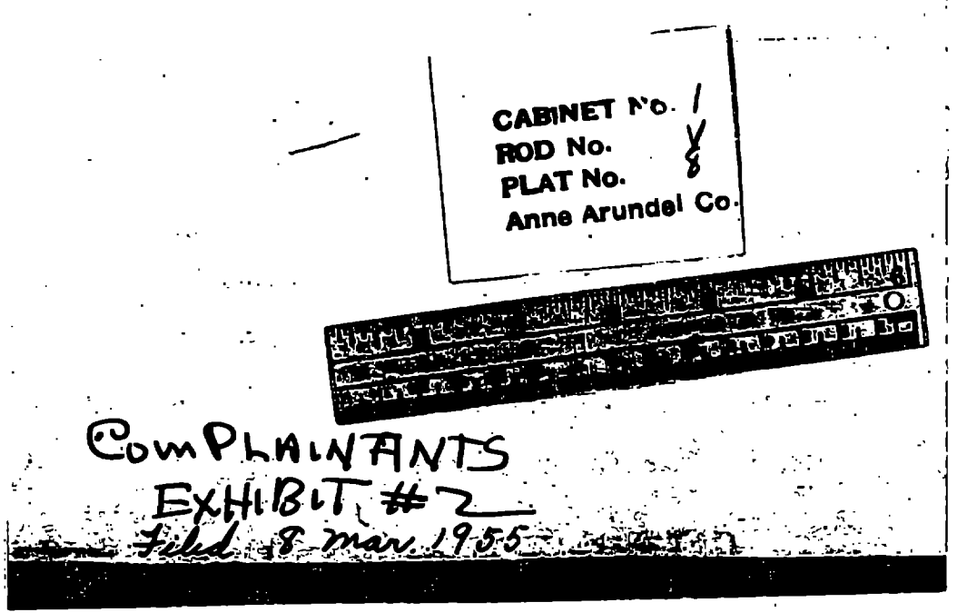
J. BAKER BOYD CORPORATION

6 EAST MULBERRY ST., BALTº CITY

SCALE 1" = 100'

Sutton Butcher & Co
Surveyors & Civil Engrs
Balto May 7-1927.

Filed 8th Nov 1929
(No 378)


CABINET No. 1
ROD No. V
PLAT No. 8
Anne Arundel Co.
COMPLAINANTS
EXHIBIT #2
Filed 8 mar. 1955

No. 11,285 Equity

THIS DEED made this 3rd day of August in the year one thousand nine hundred and thirty-two by H. Melvin Bull, attorney named in the mortgage as hereinafter set forth.

WHEREAS at a public sale made the 19th day of April in the year one thousand nine hundred and thirty-two by the said H. Melvin Bull in pursuance of the special power and authority vested in him as attorney in and by a certain Mortgage from The J. Baker Boyd Corporation to Joshua F. Johnson bearing date of the 22nd of April in the year one thousand nine hundred and twenty-six and recorded among the Land Records of Anne Arundel County in Liber W. M. B. No. 22 folio 254, which sale was made after default had occured under said mortgage, and after due public notice of sale and after bond had been duly filed in the Circuit Court for Anne Arundel County the parcel of land and premises hereinafter described being the property by said mortgage conveyed, was sold unto Joshua F. Johnson, who was then and there a bidder at and for the sum of ten thousand ($10,000.00) dollars and the sale having been duly reported to and ratified by the said court and the purchase money paid as is hereby acknowledged the said H. Melvin Bull attorney named in mortgage is in law duly authorized to execute a deed for the property to the purchaser.

NOW, THEREFORE THIS DEED WITNESSETH, that the said H. Melvin Bull, attorney named in mortgage as aforesaid in consideration of the premises and of the sum of one dollar to him by the grantee paid in execution of the power and authority in him vested by the said mortgage doth grant and convey unto the said Joshua F. Johnson, all the right, title and interest of the said The J. Baker Boyd Corporation or of those claiming by, from or under it in and to all those lots or parcels of ground situated and lying in Garland, Anne Arundel County, aforesaid and particularly described as follow: and designated

Filed 8 Mar. 1935.

COMPLAINANTS EXHIBIT #3

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on Plats herein after refereed to;

LOTS Nos. 13, 14, 15, 16, 17, 18, 19 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, in Block A.

LOTS Nos. 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, and 60 61, 62, 63 in Block B.

LOTS nos. 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, and 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51 52, 53, 54, 55, 56, 57, 58, 59, 60 61, 62, 63, 64, 65 in Block C.

LOTS Nos. 5, 6, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 33, 37, 38, 38, 40, 41, 42, 43, 44, 45, 46 in Block D.

Lots Nos. 1, 2, 3, 4, 5, 6 and 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 in Block E.

LOTS Nos. 1, 2, 3, 4 5, 10, 11 in Block F.

LOTS Nos. 1, 2, 3 4, 5, 9, 10, 11, 12, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30 31, 32, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47 and 51, 52, 53, 54, 55, 56, 57, 58 in Block G.

LOTS Nos. 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 23, 24, and 29, 30 31, 32, 33 in Block H.

LOTS Nos. 1, 2, 3, 4 5, 6, 8, 9, 10, 11, 14, 15 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 26, 27, 28, 29, 30 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 48, 49,

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and 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, in Block I.

LOTS Nos. 18, 19, 20, 21, 22, 25, 26 27, 28, 29, 30 31, 32, 33, and 36, 37 43, 44 47, 48, 49 in Block J.

LOTS Nos. 11, 12, 13, 14, 15, 16, 17, 22, 23, 24, 25, 29, 30, 31, 32, 35 and 36 in Block K.

LOTS Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 23, 24, 25, 26, 27, 27, 28, 29, 30, 33, 34, and 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48 in Block M

LOTS Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 in Block N.

LOTS nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 in Block O.

LOTS Nos. 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, in Block P.

LOTS Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 15, 16, 17, 18, in Block R.

ALSO any other pieces or parcels of land which were conveyed by said mortgage and which have not heretofore released therefrom.

ALL of which lots are shown and designated on Plat of Garland recorded among the Land Records of Anne Arundel County, in Plat Book Liber W. N. W. No. 3 folio 20, and Addition to Plat No. 2 Garland likewise recorded in Plat Book F. S. R. No. 2 folio 47.

TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or appertaining.

TO HAVE AND TO HOLD the above granted property unto the said Joshua F. Johnson his heirs and assigns,

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AS WITNESS my hand and seal the day and year first above written,

TEST:

Joseph A. Weider H. Melvin Bull (seal)

Attorney named in mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 4th day of August in the year one thousand nine hundred and thirty-two before me the subscriber a Notary Public of the State of Maryland in and for the City of Baltimore aforesaid personally appeared H. Melvin Bull, attorney named in the mortgage and he acknowledged the aforegoing deed to be his act.

(Notarial Seal)

Joseph A. Weider

Notary Public

Recorded August 17, 1932 at 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. 105 folio 74, 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 28th day of February A. D., 1955.

John H. Hopkins 3rd.

JOHN H. HOPKINS 3rd. CLERK.

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 No. 11,285 Equity

LAST WILL AND TESTAMENT OF JUSHUA F. JOHNSON

I, Joshua F. Johnson of Glen Burnie, Anne Arundel County, State of Maryland, being of sound and disposing mind, memory and understanding, do make, publish and declare this my Last Will and Testament, in the manner following, that is to say.

Item One: I direct my Executrix herein named to pay my funeral expenses and all my debts of every kind and to pay all taxes (State and Federal) for which I, or my estate or my executrix may be or may become liable.

Item Two. I give, devise and be ueath unto my wife, Mabel V. Johnson, all of my property and estate of every kind, real, personal and mixed, of whatsoever kind, nature and description and wheresoever situate, to be hers dueing the term of her natural life, with full power and authority in her to invest, re-invest and change the investments of any parts of my estate and for such purposes to sell, mortgage, lease or otherwise dispose of or encumber any parts thereof as in her judgment or discretion is deemed advisable without the obligation of anyone to see to the application of the purchase money and to use the income therefrom as she sees fit, and also to use any part of the principal of my estate as she deems it necessary or advisable to do so and after the death of my said wife, I give, devise and be ueath the remainder or residue of my estate to my three children, Wilmer M. Johnson, Evva Johnson Slanker and J. Fred Johnson, share and share alike.

I hereby nominate, constutute and appoint my wife, Mabel V. Johnson, the Executrix of this my Last Will and Testament and direct that my Executrix shall not be re uired to give bond for the faithful performance of her duties and I do further direct that my Executrix shall have full power and authority do do all things necessary to facilitate the administration, settlement and handling of my estate, including the power to sell any part thereof, real or personal, without the necessity of obtaining the authority of the Orphans Court of Anne Arundel County or any other Court having jurisdiction thereof.

Filed 8 Mar. 1955

Complainants Exhibit #4

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In Testimony Whereof I have hereunto subscribed my name and affixed my seal this 12th day of June, 1940.

Joshua F. Johnson (SEAL)

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

A. J. W. Kuppe — Glen Burnie, Md.
H. Melvin Bull — 2 E. Lexington St., Baltimore, Md.

Anne Arundel County, SS.
On the 16th day of October, 1945, came Mabel V. Johnson and made Oath in due form of law, that she does not know of any Will or Codicil of Joshua F. Johnson late of said County, deceased, other than the above instrument of writing, and that she received the same from Safe deposit box at County Trust Company of Glen Burnie, Md. on or about the 4th day of October, 1945.

Mabel V. Johnson

Sworn to before the subscriber,

Test: R. Glenn Prout, Register of Wills for Anne Arundel County

Anne Arundel County, Ss:
On the 16th day of October, 1945, came H. Melvin Bull and on October 29th came A. J. W. Kuppe subscribing witnesses to the aforegoing last Will and Testament of Joshua F. Johnson late of said County, deceased, and made oath in due form of law that they did see the testator sign and seal this Will, that they heard him publish, pronounce and declare the same to be his last Will and Testament, that at the time of his so doing he was, to the best of their apprehension, of sound and disposing mind, memory and understanding, and that they 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: R. Glenn Prout, Register of Wills for Anne Arundel County

In the Orphans' Court of Anne Arundel County:
The Court, after having carefully examined the above last Will and Testament of Joshua F. Johnson, late of said County, deceased, and also the evidence adduced as to its validity, orders and decrees this 30th day of October, 1945, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Joshua F. Johnson, deceased.

Judges: Maynard Carr
Owain E. Owens
William B. Elliott

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LIBER 102 PAGE 162

STATE OF MARYLAND

Anne Arundel County

I, H. STANLEY CLARK, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby ceretify that the aforegoing is a true and full copy of the Last Will and Testament of Joshua F. Johnson *late of said County deceased* together with proof and probate thereof *taken from* Wills Liber R.G.P. 2, folio 241, one of the records *Kept in the office of Register of Wills for Anne Arundel County.*

IN TESTIMONY WHEREOF, I hereunto subscribed my name and affix the seal of said Court this 4th *day of* March *in the year of our Lord, nineteen hundred and fifty* -five.

H. Stanley Clark

Register of Wills for Anne Arundel County

Z.C

No. 11,285 Equity

(NO STAMPS REQUIRED M. H. BULL).

THIS DEED, Made this 4th day of June, in the year one thousand nine hundred and forty-six, by and between, the County Commissioners of Anne Arundel County, a body corporate of the State of Maryland, party of the first part, and Mabel V. Johnson, widow, of Anne Arundel County, in the State of Maryland, party of the second part.

WHEREAS, Joshua F. Johnson, late of Anne Arundel County, State of Maryland, died seized and possessed of certain lots of ground in the Development known as Garland, which he acquired at public sale on Tuesday, April 19th, 1932, as a result of the foreclosure of a mortgage from J. Baker Boyd Corporation to the said Joshua F. Johnson dated April 22nd, 1926, and recorded among the Land Records of Anne Arundel County in Liber W. M. B. No. 22, folio 254 &c., All of the lots hereinafter specifically referred to had been sold and conveyed by the J. Baker Boyd Corporation to various purchasers whose deed were recorded in ordinary course and said lots were assessed on the Tax Records to the respective grantees, However, neither the J. Baker Boyd Corporation now its grantees ever secured a release of the lots from the operation and effect of the aforesaid mortgage.

THE taxes on all of the lots hereinafter described have been paid continuously by the said Joshua F. Johnson, whose assessment was on an acreage basis. However, in the meantime, the lots hereinafter mentioned were sold at tax sales and the lots were purchased for the County, which tax sales were in error.

Filed 8 Mar. 1955

COMPLAINANT'S Exhibit #5

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The said Joshua F. Johnson departed this life in September, 1945, and by his Last Will and Testament filed inthe Orphans' Court of Anne Arundel County he devised all of his real estate to his widow, the said Mabel V. Johnson.

In order to clear the Land Redords and to remove any possible cloud from the title of said lots this deed is executed.

WITNESSETH, now therefore, in consideration of the sum of Five Dollars and other good and valuable considerations; receipt whereof is hereby acknowledged, the County Commissioners of Anne Arundel County, a body corporate, do hereby grant, convey, assign, release and quit-claim unto the said Mabel V. Johnson widow, her heirs and assigns, all of the right, title, interest, and estate whatsoever in law or in equity, in, to or over any and all the real estate described as follows, all those lots of ground situate, lying and being in the Fifth Election District of Anne Arundel County, State of Maryland, in the Development known as Garland, and designated as follows:

Lots Nos.	59, 60-	Block "C"
" "	18, 19, 21, 38, 39-	" "D"
" "	9, 10-	" "G"
" "	15, 16-	" "H"
" "	3, 4, 33, 34-	" "I"
" "	48, 49-	" "J"
" "	23, 35-	" "K"
" "	23, 33-	" "M"
" "	15, 16, 43-	" "P"

LL

All of which lots and parcels of ground are shown and designated on the Plat of Garland filed among the Land Records of Anne Arundel County in Plat Book W. N. W. No. 3, page 20.

BEING also a part of the lots which by deed dated August 3rd, 1932, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 105, folio 74, were granted and conveyed by H. Melvin Bull, Attorney, unto Joshua F. Johnson.

WITNESS the Corporate Seal of the County Commissioners of Anne Arundel County, a body corporate, and the signature of its duly authorized Officer.

WITNESS:: COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY

R. HARRY ARNOLD (CORPORATE SEAL) BY JOHN J. LEVAY
PRESIDENT.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

ON this 4th day of June, 1946, before me, a Notary Public of the County and State, aforesaid, the undersigned Officer, personally appeared John J. Levay who acknowledged himself to be the President of the County Commissioners of Anne Arundel County, and that he as such President, executed the foregoing instrument for the purposes therein contained by signing the name of the body corporate by himself as President.

IN WITNESS WHEREOF, I hereunto set my hand and Official Seal.

(NOTARIAL SEAL) MABEL M. STEVENSON

My Commission Expires May 1947.

Recorded 11th June 1946 - 3 P. M.

LIBER 102 PAGE 166

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. 364, folio 250, 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 7th day of March, A. D, 1955.

John H. Hopkins 3rd

John H. Hopkins 3rd, Clerk.

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No. 11,285 Equity

(INT. STAMPS $5.50) (MD. STATE STAMPS $5.50)

THIS DEED, Made this 1st day of October in the year one thousand nine hundred and forty-nine, by Walton Dismukes Wilson and Kenneth E. Wilson, of Anne Arundel County, in the State of Maryland, of the first part, GRANTORS, and Frankie Wilson & Sons, Inc., a body corporate of the State of Maryland, of the second part, GRANTEE.

WITNESSETH, That in consideration of the sum of Five Dollars ($5.00) and other good and valuable considerations, receipt whereof is hereby acknowledged the said parties of the first part do grant and convey unto the said Frankie Wilson & Sons, Inc., its successors and assigns, in fee simple all those lots of ground situate in the County of Anne Arundel, State of Maryland, described in the following deeds:

1. Deed, dated February 24, 1947, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 396, folio 215, from Lester L. Barrett and George B. Woelfel, Trustees to Walton D. Wilson and Kenneth E. Wilson.
2. Deed, dated October 21, 1946, and recorded among aforesaid Land Records in Liber JHH No. 386, folio 285, from Frankie Wilson to Walton Dismukes Wilson.
3. Deed, dated November 26, 1946, and recorded among aforesaid Land Records in Liber JHH No. 391, folio 181, from Frankie Wilson to Walton D. Wilson.
4. Deed, dated July 16, 1946, and recorded among aforesaid Land Records in Liber JHH No. 370, folio 169, from C. Albert Hodges, et als. to Walton Dismukes Wilson.

Filed 8 Mar 1955.

COMPLAINANTS Exhibit #6

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5. Deed, dated August 9, 1947, and recorded among aforesaid Land Records in Liber JHH No. 424, folio 50, from Frank Leonard and wife to Walton Dismukes Wilson.

6. Deed, dated October 1, 1947, and recorded among aforesaid Land Records in Liber JHH No. 436, folio 179, from Stanislaw Wisniewski and wife to Walton D. Wilson.

7. Deed, dated October 19, 1948, and recorded among aforesaid Land Records in Liber JHH No. 495, folio 444, from Joseph H. Griscom, Sr., et al. to Walton D. Wilson.

8. Deed, dated April 26, 1947, and recorded among aforesaid Land Records in Liber JHH No. 406, folio 228, from F. Irvin Smith, et als. to Walton D. Wilson.

9. Deed, dated July 29, 1947, and recorded among aforesaid Land Redords in Liber JHH No. 422, folio 440, from Robert A. Gilbert and wife to Walton D. Wilson.

10. Deed, dated March 23, 1948, and recorded among aforesaid Land Records in Liber JHH No. 461, folio 421, from Joseph H. Griscom, Sr., et al, to Walton Dismukes Wilson.

11. Deed, dated September 2, 1947, and recorded among aforesaid Land Records in Liber JHH No. 461, folio 425, from Lewis E. Davis to Walton D. Wilson.

12. Deed, dated September 24, 1947, and recorded among aforesaid Land Records in Liber JHH No. 461, 427, from Anthony J. Ena and wife to Walton D. Wilson.

13. Deed, dated July 22, 1946, and recorded among aforesaid Land Records in Liber JHH No. 481, folio 73, from Robert E. Borland, Jr. and wife to Walton Dismukes Wilson.

14. Deed, dated October 31, 1947, and recorded among afore-

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said Land Records in Liber JHH No. 440, folio 561, from David F. Walker and wife to Walton D. Wilson.

15. Deed, dated May 13, 1948, and recorded among aforesaid Land Records in Liber JHH No. 469, folio 461, from Henry N. Hoke and George L. Hoke to Walton D. Wilson.

16. Deed, dated December 20, 1947, and recorded among aforesaid Land Records in Liber JHH No. 454, folio 544, from Rita G. Owens to Walton D. Wilson.

17. Deed, dated January 28, 1948, and recorded among aforesaid Land Records in Liber JHH No. 457, folio 67, from Frankie Wilson to Walton D. Wilson.

18. Deed, dated April 3, 1948, and recorded among aforesaid Land Records in Liber JHH No. 466, folio 231, from Harry Nelson, et als. to Ruth S. Newman and Walton D. Wilson.

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

TO HAVE AND TO HOLD the said lots or parcels 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 Frankie Wilson & Sons, Inc., its suceesors 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; and that they will execute such further assurances of the same as may be requisite.

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WITNESS the hands and seals of said GRANTORS:

TEST: s/Walton D. Wilson (SEAL)
Walton Dismukes Wilson

s/Frankie D. Wilson
Frankie D. Wilson

s/Kenneth E. Wilson (SEAL)
Kenneth E. Wilson

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I HEREBY CERTIFY, That on this 1st day of October, 1949, before me, subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Walton Dismukes Wilson and Kenneth E. Wilson, the GRANTORS in the aforegoing deed, and they acknowledged the same to be their act.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) s/Frankie D. Wilson
Frankie D. Wilson -Notary Public.

My commission expires x May 7, 1951

Recorded-4th-Oct.-1949-at-11:45-A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing DEED, is truly taken and copied from Liber JHH. No. 541, folio 75, 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 March, A. D., 1955.

John H. Hopkins 3rd
John H. Hopkins, 3rd. Clerk.

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No. 11,280 Equity

(INT. REV. STAMPS $ .55-(MD. STATE STAMPS $ .55).

THIS DEED, Made this _____ day of _____, in the year one thousand nine hundred and forty-eight, by Joseph H.Griscom, Sr., Treasurer of Anne Arundel County, in the State or Maryland, and the County Commissioners of Anne Arundel County, a body corporate, of the first part, GRANTORS, and Walton Dismukes Wilson, of the same County and State, GRANTEE.

WHEREAS, default having occurred in the payment of State, County and School taxes due and owing on the properties hereinafter mentioned the same were sold by virtue of the provisions of the Laws of the State of Maryland, after due requisites were complied with, and

WHEREAS, the then County Treasurer sold the properties hereinafter described at public sale to the County Commissioners of Anne Arundel County, the said County Commissioners then and there being the highest bidder, and

WHEREAS, the said County Commissioners have sold the hereinafter described property unto the Grantee herein:

NOW, THEREFORE, THIS DEED WITNESSETH, That for and in consideration of the sum of Five Dollars and other good and valuable considerations, receipt whereof is hereby acknowledged,the GRANTORS herein convey unto said Walton Dismukes Wilson, his heirs and assigns, in fee simple, all those lots of ground situate,lying and being in the Fifth Election District of Anne Arundel County, in the State of Maryland, described as follows:

(1) No. 2232,"In the Matter of Tax Sale of Land of Clara C.Daugherty," being Lots Nos. 54, 55, 56 and 57 Block A GARLAND PARK, as shown on plat filed among the Plat Records of Anne Arundel County and described in deed from the Linthicum Realty Company to said Clara C.Daugherty, and recorded among aforesaid Land Records in Liber F.S,R. No. 25, folio 357; see also deed from Albert C. Hodges, late Treasurer to said County Commissioners recorded among aforesaid Land Records in Liber J.H.H. No. 200, folio 206.

(2) No. 1847, "In the Matter of Tax Sale of Land of Walter W. Davis

Filed 8 Mar. 1955

COMPLAINANT'S EXHIBIT #7

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and Grace Davis", being LOTS Nos. 18 and 19, Block D, GARLAND , as shown on plat recorded among the aforesaid Plat Records of Anne Arundel County, and the same lots described in deed from C. Albert Hodges, late Treasurer to said County Commissioners, recorded among aforesaid Land Records in Liber F.A.M. No. 175, folio 156, and F.S.R. No. 15, folio 240 from the J. Baker Boyd Corporation to said Walter W. Davis and Grace Davis, his wife.

(3) No. 2233, "In the Matter of Tax Sale of Land of Louis E. Davis" being Lots Nos. 5 and 6 Block E GARLAND PARK, as shown on plat filed among aforesaid Plat Records and described in deed from C.Albert Hodges, late Treasurer to said County Commissioners, recorded among aforesaid Land Records in Liber J.H.H. No. 200, folio 211 and deed from Linthicum Realty Company to said Lewis E. Davis and Catherine M. Davis, his wife, recorded among aforesaid Land Records in Liber F.S.R. No. 9, folio 380.

(4) Nos. 2220 and 2221, "In the Matter of Tax Sale of Land of Robert E. Boreland, Jr." BEING Lots Nos. 7, 8, 9 and 10, Block E.GARLAND PARK, as shown on plat recorded among aforesaid Plat Records, and described in deed from C. Albert Hodges, late Treasurer to said County Commissioners, recorded among aforesaid Land Records in Liber J.H.H. No. 200, folios 230 and 231, see also deeds from Linthicum Realty Company to said Robert E. Borland, Jr., and Elsie Borland, his wife, recorded among aforesaid Land Records in Liber W.N.W. No. 103, folio 228 and F.S.R. No. 27, folio 136.

(5) No . 1849, "In the Matter of Tax Sale of Land of Anthony J.Ena, et ux" BEING Lots Nos. 33 and 34, Block I GARLAND, as shown on plat filed among the Plat Records of Anne Arundel County and described in deed from C. Albert Hodges, Late Treasurer to said County Commissioners, recorded among aforesaid Land Records in Liber F.A.M. No. 175, folio 153 and deed from J. Baker Boyd Corporation to said Anthony J. Ena and Agatha Ena, his wife, recorded among aforesaid Land Records in Liber F.S.R. No. 8, folio 397.

(6) No. 2263, "In the Matter of Tax Sale of Land of Bernard J. Rott,

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being lots Nos. 26 and 27, Block E GARLAND, as shown on plat filed among plat records of Anne Arundel County in Plat Book W.N.W. No.3, folio 20 and described in deed recorded among aforesaid Land Records in Liber F.S.R. No.8, folio 496 from the J. Baker Boyd Corporation to Bernard J. Rott.

(7) No. 2647."In the Matter of Tax Sale of Land of Alfred and Flora Moeller" being Lots Nos. 21 and 22 Block G.GARLAND, as shown on plat filed among aforesaid Plat Records and same as described in deed dated August 14,1929 and recorded among aforesaid Land Records in Liber F.S.R. No. 59, folio 381 from The J. Baker Boyd Corporation to Alfred Moeller and Flora Moeller, his wife.

(8) No. 2261,"In the Matter of Tax Sale of Land of Gus Poulos," being Lot No. 23, Block M GARLAND, as shown on plat recorded among Plat Records of Anne Arundel County and also described in deed,dated June 5, 1930, recorded among aforesaid Land Records in Liber F.S.R. No. 6, folio 365 from the J.Baker Boyd Corporation to said Gus Poulos.

(9) No. 4055, "In the Matter of Tax Sale of Land of George M.Brocker" being Lots Nos. 5 and 6 Block I and Lots 54 and 55 Block G. GARLAND, as shown on Plat filed among aforesaid Plat Records and also described in deed dated January 6,1928 and recorded among aforesaid Land Records in Liber F.S.R. No. 27, folio 40 from Baltimore Realty & Home Builders, Inc., to George M.Brocker and Bertrude Brocker, his wife .

(10) No. 4218, "In the Matter of Tax Sale of Land of Weinzel Tischler and Johanna Tischler, his wife," being Lots Nos. 1 and 2 Block I GARLAND, as shown on plat recorded among aforesaid Land Records and also described in deed recorded among aforesaid Land Records in Liber F.S.R.,No. 8, folio 367 to said Weinzel Tischler and Johanna Tischler, his wife.

(11) No. 2278, "In the Matter of Tax Sale of Land of Michael Ward" being Lots Nos. 11 and 12 Block E GARLAND PARK, as shown on plat recorded among aforesaid Plat Records and also described in deed dated July 31, 1926, and recorded among aforesaid Land Records in Liber W. M. B. No. 26, folio 321 from Linthicum Realty Company to said Michael Ward, and Anna Ward, his wife.

(12) No. 2639,"In the Matter of Tax Sale of Land of Louise S. Klein,"

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Being Lots Nos. 45 and 46 Block L GARLAND PARK, as shown on plat recorded among aforesaid Land Records and also described in deed dated July 31, 1925, and recorded among aforesaid Land Records in Liber W.M.B. No. 16, folio 307, from Linthicum Realty Company to said Louise S. Klein.

(13) No. 4156, "In the Matter of Tax Sale of Land of James P.Lightner and Edith A. Lightner." being lots Nos.31, 32, 33 and 34,Section A GARLAND PARK, as shown on plat filed among the Plat Records of Anne Arundel County and also described in deed from Linthicum Realty Company to said James P. Lightner and Edith A. Lightner, his wife, recorded among aforesaid Land Records in Liber F.S.R. No.25, folio 247.

(14) No. 2286,"In the Matter of Tax Sale of Land of Georgia C.Wilson" being lots Nos. 13,14 and 15 Block E GARLAND PARK, as shown on plat recorded among aforesaid Plat Records and also described in deed dated November 14, 1924, and recorded among aforesaid Land Records in Liber W.N.W. No. 98, folio 69 from Linthicum Realty Company to said Georgia C. Wilson.

TO HAVE AND TO HOLD the said lots of ground, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining and to the proper use and benefit of said Walton Dismukes Wilson, his heirs and assigns, in fee simple.

WITNESS the corporate seal of said body corporate, together with the signature of Weems R. Duvall, its President, and the hand and seal of Joseph H. Griscom, Sr.,Treasurer of Anne Arundel County.

TEST:

s/ THEODORE T. PANTALEO
Theodore T. Pantaleo

s/ JOSEPH H. GRISCOM, SR., (SEAL)
Joseph H. Griscom,Sr.,Treasurer.

THE COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY,
By s/ WEEMS R. DUVALL
Weems R. Duvall, President.

s/ R. HARRY ARNOLD,
Clerk.
(Corporate Seal)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 23 day of March, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and

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for Anne Arundel County, personally appeared Joseph H. Griscom,Sr., Treasurer of Anne Arundel County and Weems R. Duvall, President of the County Commissioners of Anne Arundel County and each acknowledged the foregoing deed to be his act.

s/ THEODORE T. PANTALEO,
Theodore T. Pantaleo,
Notary Public.

(Notarial Seal)

Recorded-23rd-March 1948-at 12 M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing deed was truly taken and copied from Liber J.H.H. No. 461, folio 421, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 5th day of March, A.D., 1955.

John H. Hopkins 3rd Clerk.

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LIBER 102 PAGE 176

WILMER M. JOHNSON, et al Complainants	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
FRANKIE WILSON & SON, INC. Respondent	:	ANNE ARUNDEL COUNTY
	:	EQUITY No. 11,285

: : : : :

ANSWER TO SHOW CAUSE ORDER

Now comes Frankie Wilson & Son, Inc., in answer to the Show Cause Order passed in these proceedings under date of March 8, 1955, and respectfully represents:

1. That your Respondent has filed a Demurrer to each and every paragraph of the Bill of Complaint, and among other defects for the grounds of said Demurrer has alleged limitations and lack of right of the Plaintiff to file this suit and therefore because the Show Cause Order is based on insufficient allegations in the Bill of Complaint, without proper exhibits and filed at a late date, the relief sought should not be granted.

And having fully answered said Show cause Order your Respondent prays to be dismissed with his bill of costs.

Lewis Strauss
Sol. For Defendant

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Filed 4 Apr., 1955.

WILMER M. JOHNSON, et al Complainants	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
FRANKIE WILSON & SON, INC. Respondent	:	ANNE ARUNDEL COUNTY
	:	EQUITY NO.11,285

: : : : :

D E M U R R E R

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Defendant, Frankie Wilson & Son, Inc., demurs to the whole and to each and every paragraph of the Bill of Complaint filed herein and to every prayer for relief, and as grounds for demurrer says:

1. That said Bill of Complaint and each and every paragraph are bad in substance and insufficient in law.

2. That the Plaintiff has not alleged any fact in his Bill of Complaint or in any paragraph thereof sufficient to entitle him to any relief whatsoever against the said Frankie Wilson & Son, Inc., in a Court of Equity.

3. That no action can be brought because of limitations having run this matter against the Complainants.

4. That no proper exhibits have been filed relative to material allegations pertaining to real estate.

5. And for other reasons to be assigned at the hearing of the demurrer.

Louis M. Strauss
Solicitor for Respondent

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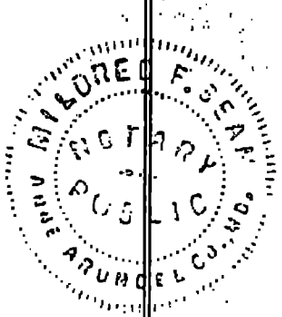
Filed 4 Apr., 1955.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 4th day of April, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Mrs. Frankie Wilson, President of Frankie Wilson & Son, Inc., one of the defendants in the above entitled cause, and made oath in due form of law that the Demurrer filed by said Defendant herein is not intended for delay.

WITNESS my hand and Notarial Seal.



Mildred F. Bean
Notary Public

I hereby certify that on this 4th day of April, 1955, a copy of the aforegoing Demurrer was mailed to James W. Blackhurst, 1 Central Avenue, S.W., Glen Burnie, Maryland, Attorney for Complainant.

Mildred F. Bean

WILMER M. JOHNSON, et al Complainants,	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
FRANKIE WILSON & SON, INC., Respondent	:	ANNE ARUNDEL COUNTY
	:	No. 11,285 Equity

: : : : :

CONSENT TO OVER-RULING OF DEMURRER

The Respondent, Frankie Wilson & Son, Inc., by Louis M. Strauss, its Solicitor, consents to the over-ruling of the Demurrer filed in these proceedings and prays leave to this Honorable Court to file an answer within fifteen (15) days from the Order thereon.

And as in duty bound, etc.

Louis M. Strauss
Solicitor for Respondents

Filed 14 apr., 1955.

ORDER OF COURT

Upon the aforegoing petition and in consideration of the pleadings it is ORDERED this 14th day of April, 1955 by the Circuit Court for Anne Arundel County, in Equity, that the Demurrer filed herein by Frankie Wilson & Son, Inc. be and the same is hereby overruled, and that the Respondent, Frankie Wilson & Son, Inc. be allowed fifteen (15) days from the date of this ORDER to file its answer.

Judge

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Filed 14 apr., 1955.

LIBER 102 PAGE 180

WILMER M. JOHNSON, EVVA JOHNSON SLANKER, and J. FRED JOHNSON, JR., Glen Burnie, Maryland	:	IN THE
	:	CIRCUIT COURT
Complainants	:	FOR
vs.	:	
FRANKIE WILSON & SON, INC., 25 Baltimore-Annapolis Blvd., Glen Burnie, Maryland	:	ANNE ARUNDEL COUNTY
	:	NO. 11,285 EQUITY
Respondent	:	

: : : : :

ANSWER TO BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

And for Answer to the Bill of Complaint against them exhibited, says:

1. In Answer to paragraph one of said Bill of Complaint the subject matter contained in paragraph one is not in whole as alleged and particularly Lots 33 and 34, Block I, and Lots 54 and 55 of Block G, are improperly represented as they have been the subject matter of other deeds and other conveyances, and are not properly the subject matter of this Bill of Complaint.

2. In Answer to paragraph two of said Bill of Complaint your Respondent denies in substance the allegations therein contained in that it refers to lots not now owned by Complainants as set forth in the Answer to paragraph one, and your Respondent denies the Tax Sales are illegal, and denies they are subject to attack by the Complainants herein as alleged.

3. In Answer to paragraph three of said Bill of Complaint your Respondent has no specific knowledge of the various deeds therein set forth to parties (who are not the subject matter of this suit) and accordingly denies the source of title of the property therein mentioned and further represents they have no knowledge that the Complainants intended or were ready, willing and able to pay taxes and further has noknowledge of the allegations against any tax collector or tax assessors or any knowledge that the late Joshua F. Johnson meant to pay taxes to the County Treasurer and therefore denies the allegations therein set forth and further denies the allegations of title as set forth in sub-paragraph G.

4. In Answer to paragraph four of said Bill, your Respondent admits the claim of title by your Respondent from deeds therein set forth but denies the tax sales from which they were derived were null and void and denies the taxes were paid prior to said Tax Sales and denies the further allegations therein

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Filed 27 Apr, 1933.

setout.

5. That your Respondents have no knowledge of the allegations contained in paragraph five and therefore neither admits nor denies the same.

6. In Answer to paragraph six of said Bill your Respondent denies the allegations set forth in paragraph six and respectfully represents that the parties hereto should have filed such claims in the tax proceedings enumerated.

And further Answering said Bill of Complaint your Respondent says Complainants are guilty of laches and have filed no proceedings in the paragraph of tax proceedings which are made a part thereof and because of improper allegations of ownership and the improper non-joinder of parties who may have rights by deeds set forth in paragraph three of said Bill of Complaint, namely, in sub-paragraph C. Paragraphs One, Two, Three, Four, Five, Six and Seven thereof.

And having fully Answered said Bill of Complaint your Respondent prays to be hence dismissed with costs.

Louis M. Strauss
Solicitor for Respondent

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THIS RELEASE OF MORTGAGE, Made this 30th day of December, in the year one thousand nine hundred and forty-seven, by Wilmer M. Johnson and H. Melvin Bull, Attorneys in Fact for Mabel V. Johnson under Power of Attorney, dated November 14, 1947, and recorded among the Land Records of Anne Arundel County on November 25, 1947;

WHEREAS, the said Mabel V. Johnson is the sole legatee and devisee under the Will of Joshua F. Johnson, late of Anne Arundel County, in the State of Maryland;

AND WHEREAS, by mortgage, bearing date October 22, 1931, under the hands and seals of Frank Leonard and Margaret Leonard, his wife, the ground and premises therein described or mentioned became limited and assured unto Joshua F. Johnson, late of Anne Arundel County, deceased, who by his Last Will and Testament (probated among the records of the Register of Wills for said County in Wills Book R.G.P. No. 2, folio 241) devised and bequeathed all of his estate unto his widow, Mabel V. Johnson, for the term of her natural life, with full powers, which said mortgage is recorded among the aforesaid Land Records in Liber F.S.R. No. 93, folio 362, as by reference thereto will more fully appear;

AND WHEREAS the aforesaid property, among others, was on July 16, 1946, deeded by C.Albert Hodges, et als, unto Walton Dismukes Wilson, recorded among aforesaid Land Records in Liber J.H.H. No.370, folio 169;

AND WHEREAS the said Walton Dismukes Wilson has fully paid to the said Wilmer M. Johnson and H. Melvin Bull, Attorneys in Fact, as aforesaid, the entire amount of the aforesaid mortgage indebtedness and all interest thereon accrued, as the said Wilmer M. Johnson and H. Melvin Bull hereby admit and acknowledge;

WHEREFORE this instrument is executed.

NOW, THEREFORE, THIS RELEASE OF MORTGAGE witnesseth that in consideration of the premises and of the sum of One Dollar, the said Wilmer M. Johnson and H. Melvin Bull, Attorneys in Fact, as

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Filed: 10 Nov. 1955

aforesaid, do hereby grant and release unto the said Walton Dismukes Wilson, his heirs and assigns, the aforementioned property in the same manner as if the said mortgage had never been executed.

AS WITNESS our hands and seals.

TEST: /s/ Frankie D. Wilson
Frankie D. Wilson

/s/ Wilmer M. Johnson (Seal)
Wilmer M. Johnson

/s/ H.Melvin Bull (Seal)
H. Melvin Bull
Attorneys in Fact for
Mabel V. Johnson

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I HEREBY CERTIFY, That on this 30th day of December, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Wilmer M. Johnson and H. Melvin Bull, Attorneys in Fact under Power of Attorney for Mabel V. Johnson, and acknowledged the aforegoing Release of Mortgage to be their act.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

/s/ Frankie D.Wilson
Frankie D.Wilson
Notary Public

Recorded February 10th, 1948 at 11-45 A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY THAT the foregoing Release of Mortgage was truly taken and copied from Liber J.H.H. NO.454 folio 542, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 10th day of November, A.D. 1955.

George T. Cromwell CLERK
George T.Cromwell

11/

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

WILMER M. JOHNSON, and OTHERS, :

Complainants. :

VS. : NO. 11,285 EQUITY

FRANKIE WILSON & SON, INC., :

Respondent. :

:::::::

O P I N I O N

The Complainants in this case have filed their bill to remove a cloud on their title to fifteen lots located in a subdivision known as "Garland" in the Fifth Election District of Anne Arundel County. The Respondent claims title to the lots in question by virtue of certain tax sales and tax sale deeds. The Complainants contend (1) that the tax sales were void because of jurisdictional defects in the proceedings. (2) that the taxes for which the sales were made were all that the tax collector claimed to be owing, were paid before the sales were made, and (3) that the Complainants have prior tax sale titles to five of the lots which the Respondent claims.

The lots, which are the subject of this litigation, are lots Nos. 18 and 19 in Block D of said Subdivision, lots Nos. 26 and 27 in Block E, lots Nos. 21, 22, 54 and 55 in Block G, lots Nos. 1, 2, 5, 6, 33 and 34 in Block I, and lot No. 23 in Block M.

At the time of the hearing before this Court, the Solicitor for the Respondent conceded that his client could not successfully maintain its claim of title to lot No. 23 in Block M, lot 18 in Block D, lot 19 in Block D, and lots 33 and 34 in Block I, since the deed of the County Commissioners by which it claimed them was junior in time to a deed by the Commissioners of the same lots to

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the Complainants' predecessor in title. This being the case, it will not be necessary, for the purpose of this opinion, to consider title to these lots.

The Complainants claim their title to the balance of the lots in controversy through their father, Joshua F. Johnson. Mr. Joshua F. Johnson owned a tract of land out of which the Subdivision was created. The first plat of "Garland" was filed among the Land Records of Anne Arundel County on September 24, 1924, and a second plat was filed among the Land Records of that County, containing additional lots in the subdivision named "Garland", on November 8, 1929. On April 22, 1926, Joshua F. Johnson conveyed a number of lots in the subdivision, including the lots in controversy, to the J. Baker Boyd Corporation, and received back, as security for a portion of the purchase price, a purchase money mortgage from said Corporation dated as of the same date.

On March 11, 1927, the J. Baker Boyd Corporation conveyed to Bernard J. Rott lots Nos. 26 and 27 in Block E of "Garland". On August 12th, 1929, the Corporation conveyed to Alfred Moeller and Flora L. Moeller, his wife, lots Nos. 21 and 22 in Block G of "Garland". On January 28, 1927, the Corporation conveyed to Weinzl Gishler and Johanna Gischler, his wife, lots Nos. 1 and 2 of Block I of "Garland". On September 15, 1930, the Corporation conveyed to George M. Brocker lots Nos. 5 and 6 in Block I, and Nos. 54 and 55 in Block G, of "Garland". None of these lots mentioned, however, was released from the operation of the mortgage from the Corporation to Joshua F. Johnson.

Subsequently, there was default under the terms of the mortgage, and H. Melvin Bull, the attorney named in the mortgage, on March 22, 1932, instituted foreclosure proceedings. (See No. 6213 Equity, In The Circuit Court for Anne Arundel County). At the mortgage foreclosure sale on April 19, 1932, the lots in question were sold at public auction to Joshua F. Johnson, and, at the termina-

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tion of the foreclosure proceedings, the lots were conveyed to him by deed from the said H. Melvin Bull, attorney, on August 3rd, 1932.

However, Mr. C. Albert Hodges, then Treasurer and Collector for Anne Arundel County, on November 14, 1933, sold at public auction to the County Commissioners of Anne Arundel County lots Nos. 26 and 27, Block E, which had been conveyed to and were assessed to Bernard J. Rott, but which, in the notice of sale, were described as being in "Garland Park". On October 17, 1935, the Treasurer and Collector sold at public auction to the County Commissioners of Anne Arundel County lots Nos. 1 and 2 of Block I, which had been conveyed to and assessed to Weinzl Gischler and Johanna Gischler, his wife, but which, in the advertisement of the tax sale, were referred to as being located at "Garland Park", and as being assessed to Weinzl "Tischler" and wife. The Treasurer and Collector on October 16, 1935, sold at public auction to the County Commissioners of Anne Arundel County for unpaid taxes lots Nos. 5 and 6 in Block I, and 54 and 55 in Block G, which had been conveyed to and were assessed to George M. Brocher, and which were described as located at "Garland". On October 11, 1932, the Treasurer and Collector sold to the said County Commissioners for unpaid taxes lots Nos. 21 and 22 in Block G, as shown on the plat of "Garland", and which were conveyed to and assessed to Alfred and Flora Moeller. The Respondent claims its title through deeds executed by the County Commissioners of these tax sale lots acquired by them.

The Complainants contend that lots Nos. 1 and 2 of Block I, and lots Nos. 54 and 55 of Block G, were sold under tax sales which, under the authority of the decision of the Court of Appeals in Free vs. Greene, 175 Maryland 36, must be considered null and void, since it appears that the orders nisi were not published on these sales until after the time for redemption had expired. They further contend that, in any case, the tax sale of lots Nos. 1 and 2 in Block I

were void inasmuch as the tax sale proceedings gave the name of the owners as Weinzl "Tischler" and wife rather than Weinzl Gischler and Johanna Gischler, his wife, and they rely on the ruling of the Court of Appeals in the case of Josenhans, Inc., vs. Jenkins, 203 Maryland 465.

It is contended that the tax sale of the property of Alfred and Flora Moeller is, likewise, invalid because the sale was not reported by the Treasurer until March 9, 1937, and the same defect is urged as to the validity of the tax sale of lots Nos. 26 and 27 of Block E, in addition to the fact that the lots are described as being located in "Garland Park", which is a separate and distinct subdivision.

In short, an examination of the tax sale proceedings, as to each of these lots, shows that the report of sale by the Treasurer and Collector to the Court was in each case considerably longer than the eleven months specified as being the limit of grace from the date of sale in the case of Free vs. Greene, supra. As this Court understands it, this defect is not disputed by the Solicitor for the Respondent, but he, on the contrary, relies on the provisions of Chapter 208 of the Acts of 1941, codified as Section No. 585, in Flack's Code of the Public Local Laws of Anne Arundel County, wherein it is provided that: "(a) When a sale of property for taxes has been ratified by order of court, no suit or action may be brought to contest the title of the purchaser of such property on the ground of any invalidity or irregularity in the proceedings in connection with such sale--- (1) After three years from June 1, 1941, if the sale was ratified before that date....."

The Complainants, however, rely on the ruling of the Court of Appeals in the case of Queen vs. Anderson, 191 Maryland 522, at pages 530 and 531. In that case, the Court, referring to the Section quoted, said: "We may assume, without deciding, that: a statute of limitations might reduce, in all cases or in cases against pur-

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chasers at tax sales, the necessary period of adverse possession from twenty years to three and the Act of 1941, if so limited or construed and applied, would be valid." (Underscoring supplied). In the case at bar, the Respondent does not suggest that it has had adverse possession, or any possession at all, under its tax sale deed. The deed from the Treasurer of Anne Arundel County and the County Commissioners of said County to Walton Dismukes Wilson, the immediate predecessor in title of the Respondent, was executed in 1948, whereas the deed, whereunder the Complainants claim title, was executed by H. Melvin Bull in 1932. It would thus appear that the Complainants have, at least, constructive possession of the lots in the Subdivision by virtue of the deed to them executed approximately sixteen years prior to the deed under which the Respondent claims. Such constructive possession gives them footing in this Court. (Baumgardner vs. Fowler, 82 Maryland 631 at 640). It can hardly be contended that the County Commissioners of Anne Arundel, by virtue of their purchases at the tax sales, could be held to have constructive possession of the lots in question.

Unless the Complainants are barred by laches, it would seem that they are entitled to the relief for which they pray. In the opinion of this Court, the answer to the defense of laches is contained in the case cited by counsel for the Complainants, Boehm vs. Boehm, 182 Maryland 254, wherein it was held that laches is not merely delay, but only such delay as works a disadvantage to the opposite party. It has not been shown or contended in this case that the Respondent has been in any way prejudiced by the delay, if any, of the Complainants in bringing this action. They have neither occupied nor improved the lots which they claim.

A decree, granting the Complainants the relief for which they pray, will be signed when presented.

1/30/57

James Bourne
Judge.

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IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

WILMER M. JOHNSON, and OTHERS :

Complainants. :

VS. : NO. 11,285 EQUITY

FRANKIE WILSON & SON, INC., :

Respondent. :

::::::::::

D E C R E E

This cause standing ready for hearing and being submitted, the counsel for the parties were heard and the proceedings read and considered.

It is thereupon, this 27th day of February, 1957, by the Circuit Court for Anne Arundel County, in Equity, adjudged, ordered and decreed

(a) that the following tax sales:

No. 4218 Tax Sales, Tax Sale Record F.A.M. 24, folio 113, entitled "In The Matter Of The Tax Sale Of The Land Of Weinzl Tischler and wife".

No. 4055 Tax Sales, Tax Sale Record F.A.M. 23, folio 13, entitled "In The Matter Of The Tax Sale Of The Land Of George M. Brocker".

No. 2263 Tax Sales, Tax Sale Record F.A.M. 11, folio 305, entitled "In The Matter Of The Tax Sale Of The Land Of Bernard J. Rott".

No. 2647 Tax Sales, Tax Sale Record F.A.M. 14, folio 249, entitled "In The Matter Of The Tax Sale Of The Land Of Alfred And Flora Moeller".

(b) that the Deed from the Treasurer of Anne Arundel County and the County Commissioners of said county to Walton Dismukes Wilson dated March 1948,

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recorded in Liber J.H.H. No. 461, folio 421,

(c) and that the Deed from Walton Dismukes Wilson to Frankie Wilson and Son, Inc., dated October 1, 1949 and recorded in Liber J.H.H. No. 541, folio 78,

be and the same are hereby set aside and are declared to be null and void to all intents and purposes whatsoever so far as the same may interfere with, or in any manner affect the rights and title of the Complainants in and to:

Lots Nos. 18 and 19, Block D

Lots Nos. 26 and 27, Block E

Lots Nos. 21, 22, 54, 55, Block G

Lots Nos. 1, 2, 5, 6, 33, 34, Block I

Lot No. 23, Block M

located in a subdivision known as "Garland" in the Fifth Election District of Anne Arundel County.

And it is further adjudged, ordered and decreed that the complainants pay the costs of this suit.

James Macgill
Judge

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In the Matter of the Sale of the Mortgaged Real Estate of Albert Otto Stroback, unmarried.	:	No. 11917 Equity In the Circuit Court for Anne Arundel County

: : : : : : : : :

ORDER TO DOCKET SUIT AND FILE THE ORIGINAL MORTGAGE AND ASSIGNMENT THEREOF TO GEORGE B. WOELFEL

: : : : : : : : :

Mr. Clerk:

Please docket this suit and file this original mortgage and assignment.

George B. Woelfel

George B. Woelfel, Assignee,
9-11 School Street,
Annapolis, Md.

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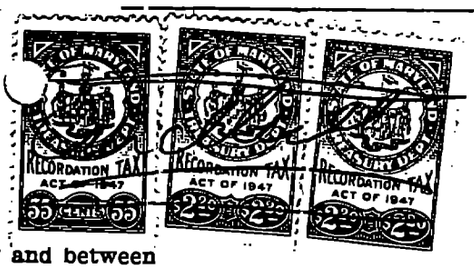
MORTGAGE FEE—CITY OR COUNTY—F[illegible]16. LIBER 831 PAGE 212

LIBER 102 PAGE 192



THIS MORTGAGE, Made this 11th day of May in the year nineteen hundred and fifty four, by and between Albert Otto Stroback, unmarried, Mortgagor of the Anne Arundel County, in the State of Maryland, of the first part, and W. Edward Bockmiller, of Baltimore County, Md., Mortgagee, of the second part:

No. 11,917 Equity

Whereas, the said Mortgagor was indebted to the Baltimore Office Supply Co., Inc. prior to this date, in the amount of $573.00 for cash money advanced to him at his request,

AND WHEREAS, the said company, by its checks Nos. 8163, 8164 and 8165, dated March 8th, 1954, did pay at his request, outstanding debts of the said mortgagor as follows: State Finance Co. of Utah- $519.44; WhiteHouse Finance Co.-$281.15; and Household Finance Corp.-$816.00; also by its check No.8195, dated March 18,1954, the said company did pay at his request, in full, an open and unpaid mortgage, dueby the said Mortgagor to the Fraternity Federal Savings and Loan Assn., covering the within mortgaged property, in the amount of $2,118.52, said mortgage having been released, and its release will be recorded immediately prior to the recording of this mortgage,

AND WHEREAS, W. Edward Bockmiller has this day loaned to Albert Otto Stroback the total amount of the above sums, $4,308.11 for the payment of his said obligations to said company, plus $300.00 loaned today by mortgagee;

AND WHEREAS the said Mortgagor hereby agrees to pay to the said Mortgagee, the sum of $4,608.11, plus 5% per annum as interest, by paying $14.00 per week for 104 weeks, these payments to be applied to principal and interest and the entire unpaid balance shall become due and payable at the end of 104 weeks from the date hereof.

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said Mortgagor, Albert Otto Stroback,

Correction initialed W.E.B. A.O.S

do es grant and convey unto the said Mortgagee, W. Edward Bockmiller, his ---------- heirs and assigns, in fee simple, all that---------- lot or parcel of ground situate and lying in the Anne Arundel County, Md. aforesaid, and described as follows, to wit:—Beginning for the same on the Northwest side of Harbor Road, at a distance of 150 feet northeasterly from the corner formed by the intersection of the northwest side of Harbor Road and the northeast side of Dryer Road, as shown on the plat hereinafter referred to, said place of beginning being also at the division line between lots 23 and 24, as shown on said plat, and running thence northeasterly, binding on the northwest side of Harbor Road fifty feet to the division line between lots numbers 22 and 23, thence northwesterly, binding on said division line and parallel to Dryer Road, 135 feet to the rear line of lot #4, thence southwesterly, binding on the rear line of said lot #4, fifty feet, to the division line between lots Nos. 23 and 24, and thence southeasterly, binding on said division line, and parallel to Dryer Road, 135 feet to the place of beginning, being Lot #23, Section C, as shown on Plat #1 of Bayside Beach, Plat Book W.M.B. #1, fol.46, said lot being situate on the northwest side of Harbor Road. Being the same lot of ground which by Deed dated Feb.24, 1947, Liber J.H.H. No.404, fol.33 was

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granted by Clayton W. Bordley, Inc. to the within Mortgagor, and his mother, Lena Stroback, now deceased.

It is particularly covenanted and agreed between the parties hereto that immediately upon the institution of any foreclosure proceedings on this mortgage, the attorney so instituting said proceedings shall forthwith be entitled to a counsel fee of $100.00.

It is further covenanted and agreed that any subsequent encumbrance by way of second mortgage or by the confession of judgment, without the prior written consent of the mortgagee, his heirs and assigns, first had and obtained, shall cause a default under the terms of this mortgage, and the whole balance shall become due and owing.

It is further covenanted and agreed that any alienation of the equity of redemption, either volunatrily or by operation of law, without the prior written consent of the mortgagee, his heirs or assigns, first had and obtained, shall cause a default under theterms and conditions of this mortgage, and the entire balance shall mature and become due and owing.

It is hereby agreed that the following items, if any, shall be considered as fixtures, and as such, shall pass as a part of the realty hereby mortgaged: all built-in cabinets, kidchen accessories such as sink, gas or coal or electric range; laundry trays, heating plant complete with boiler, radiators, hot water heaters, oil burner and tank, and all lighting fixtures, built-in mantels, all screens for windows and doors. This enumeration of specific items shall not be construed as excluding from the operation of this mortage anythi g which would partake of the nature offfxtures, and which would by operation of law, pass to the mortgagee as part of his security.

It is further agreed that 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, 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 Mortgagee, his heirs and assigns, forever.

Provided, that if the said Mortgagor, his heirs,

Correction initialed {W.E.B. A.O.S

executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Four thousand, ~~three~~ six hundred, eight 11/100------- ----------dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on his part to be performed, then this Mortgage shall be void.

And the said Mortgagor 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, his personal representatives, or assigns, or a duly authorized Attorney or Agent

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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 $100.00 Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee his 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 his heirs, personal representatives or assigns, or to whoever may be entitled to the same.

LIBER 102 PAGE 194

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

And it is agreed that, until default be made in the premises, the said party of the first part, his executors, administrators or assigns, shall possess the aforesaid property upon paying, in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments the said party of the first part covenant s to pay when legally payable.

Correction W23-A OS

And the said party of the first part further covenant s 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 $4,608.11---~~Four thousand six hundred eight~~ 11/100 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 , his executors, administrators or assigns, to the extent of his lien or claim hereunder.

Witness my hand and seal the day and date aforesaid

TEST:

Alice B. Tullett

Albert Otto Strobaek [SEAL]
Mortgagor

[SEAL]

W. Edward Bockmiller [SEAL]
Mortgagee,

State of Maryland, , ss:

I Hereby Certify, that on this 11th day of May in the year one thousand nine hundred and fifty four before me, a Notary Public of the State of Maryland, in and for the County of Baltimore ~~aforesaid~~, personally appeared Albert Otto Strobaek the Mortgagor named in the foregoing Mortgage, and he acknowledged the foregoing Mortgage to be his act. At the same time also appeared W. Edward Bockmiller, the within 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.

G. Vier... NOTARY PUBLIC ... COUNTY, MARYLAND

Edith R. Vipperman
Notary Public.

Recorded 13th-May-1954-at-9:10-A.M.

LIBER 831 PAGE 215

October 10th, 1956.

FOR VALUE RECEIVED, I hereby assign the within mortgage and the debt secured thereby unto George B. Woelfel for the purpose of foreclosure.

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

Witness:

Mary M. Hoff

W. Edward Bockmiller (Seal)

W. Edward Bockmiller

Assmt

Received for Record 18 Day of Oct 1956, at 2 22 P M and the same day recorded in Liber GHH No 851 Fol. 215 Land Records of Anne Arundel County

GEORGE T. CROMWELL, Clerk.

100 Rd

MORTGAGE

FROM

Albert Otto Ahrbeck

Mortgagor

TO

W. Edward Bockmiller

Mortgagee

BLOCK NO.

Received for Record 13 May, 19 54, at 9.10 o'clock A. M. Same day recorded in Liber 2212 No. 537 Folio 244 &c., Land Records of A.A.Co.

and examined per JOHN H. HOPKINS, 3rd, Clerk.

Cost of Record, $

The Daily Record Company, Baltimore, Md.

5.50

In the Matter of the Sale of the Mortgaged Real Estate of Albert Otto Stroback, unmarried	:	No. 11,917 Equity In the Circuit Court for Anne Arundel County

: : : : : : : : :

STATEMENT OF MORTGAGE CLAIM

Statement of the mortgage claim of George B. Woelfel, Assignee, under the mortgage from Albert Otto Stroback, unmarried, dated the 11th day of May, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 831, folio 212 :

Amount of principal and interest to December 4th, 1956 $3022.49

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 31st day of October, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared George B. Woelfel and made oath in due form of law that the foregoing is a true statement of the amount remaining due him on his mortgage claim described therein, and that he has not received any security or satisfaction therefor, other than the mortgage referred to in said statement, and the mortgage in said statement mentioned.

Witness my hand and seal Notarial.

Mary M. Stoltz
Notary Public

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LIBER 102 PAGE 197

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE: NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

Equity # 11,917

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, GEORGE B. WOELFEL as **PRINCIPAL** and **GLOBE INDEMNITY COMPANY**, a body corporate of the State of New York, authorized to do business in the State of Maryland, as **SURETY**, are held and firmly bound unto the **STATE OF MARYLAND**, in the full and just sum of Four Thousand - - - - - - - - **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 21st day of November, 1956.

WHEREAS, by virtue of a power of sale contained in a Mortgage from Albert Otto Stroback, unmarried to W. Edward Bockmiller, bearing date on or about the 11th day of May 1954, the said George B. Woelfel as Assignee, is authorized and empowered to make sale of the property described in said Mortgage in case default should occur in the principal debt secured by said Mortgage or of the interest thereon in whole or in part. **AND WHEREAS** default has occurred in the payment of the principal and interest aforesaid, and the said George B. Woelfel as Assignee of said Mortgage, is about to execute said power and make sale of the property described in said Mortgage.

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

Witness:

Mary M. Hoff

Kathleen Meench

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

~~GLOBE INDEMNITY COMPANY~~, a body corporate

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

Bond approved this 23 day of November, 1956
George L. Cromwell, Clerk

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In the Matter of the Sale of the Mortgaged Real Estate of Albert Otto Stroback, unmarried.	:	No. 11,917 Equity In the Circuit Court for Anne Arundel County

: : : : : : : : : : :

AUCTIONEER'S CERTIFICATE AND PURCHASER'S AGREEMENT

I hereby certify that upon this 4th day of December, 1956, I sold the within described property unto Leroy Jacobs 604 Brookwood Road Balto 29 at and for the sum of Thirty-six hundred fifty — Dollars, he being at that figure the highest bidder therefor.

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

Witness:
George B. Woelfel

George Scible (Seal)
George Scible, Auctioneer

I hereby certify that upon this 4th day of December, 1956, I purchased from George B. Woelfel, Assignee, the within described property at and for the sum of Thirty-six Hundred fifty ($3650) — Dollars and I do hereby agree to comply with the terms of said sale. Deposit $300 paid.

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

Witness:
George B. Woelfel

Leroy Jacobs (Seal)
Purchaser

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1956 DEC -5 AM 10:24

Public Sale
OF VALUABLE REAL ESTATE LOCATED AT BAY SIDE BEACH, NEAR BODKIN CREEK

Under and by virtue of the mortgage from Albert Otto Stroback, unmarried, dated May 11th, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 831, folio 212, and by short assignment thereof dated October 10th, 1956, and recorded among the Land Records aforesaid at the foot of the said mortgage, the undersigned, as assignee with power to sell in event of default, and default having occurred, will offer for sale at public auction at the Court House door in the City of Annapolis, Maryland, on

Tuesday, Dec. 4th, 1956 at 10 o'clock A.M., EST,

All that lot or parcel of ground having a frontage of 50 feet on Harbor Road with an even depth of 135 feet, being Lot No. 23, Section "C" of Plat No. 1, BAY SIDE BEACH, recorded among the Land Records of Anne Arundel County in Plat Book No. 1, folio 40.

IMPROVEMENTS: This property is improved by a frame dwelling with modern improvements.

TERMS OF SALE: A deposit of $300 will be required of the purchaser on the day of sale, balance to be paid upon ratification of said sale by the court. Deferred payments to bear interest at the rate of 6% or all cash at the option of the purchaser. Taxes and other liens to be adjusted as of the day of sale.

For further particulars, apply to:
GEORGE B. WOELFEL, Assignee,
9-11 School Street,
Annapolis, Maryland
George Scibie, Auctioneer.

N-29

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LIBER 102 PAGE 199

In the Matter	:	No. 11,917 Equity
of the Sale	:	In the
of the	:	Circuit Court
Mortgaged Real Estate	:	for
of	:	Anne Arundel County
Albert Otto Stroback, unmarried.	:	
	:	

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

REPORT OF SALE

To the Honorable, the Judges of said Court:

The report of George B. Woelfel, Assignee for the purpose of foreclosure, empowered to sell certain real estate described in a mortgage from Albert Otto Stroback, unmarried, to William E. Bockmiller and in these proceedings hereinbefore mentioned, respectfully shows:

That after giving bond with security for the faithful performance of his trust, and after having complied with all the other prerequisites, as required by law and prescribed by said mortgage, and giving notice of the time, place, manner and terms of sale by advertisements inserted in the Maryland Gazette, a weekly newspaper, published in Anne Arundel County, for at least three successive weeks prior to the date of sale, he did, pursuant to said notice, attend at the Court House door, Church Circle, in the City of Annapolis, Maryland, on December 4th, 1956, at 10 o'clock A.M., and then and there proceeded to sell said property in manner following, that is to say:

Your Assignee offered at public sale to the highest bidder the property mentioned in the aforesaid mortgage, situated in the Third Election District of Anne Arundel County, and more particularly described as follows:

All that lot or parcel of ground having a frontage of 50 feet on Harbor Road with an even depth of 135 feet, being Lot No. 23, Section "C" of Plat No. 1, BAY SIDE BEACH, recorded among the

FILED
1956 DEC -5 AM 10:24

9

Land Records of Anne Arundel County in Plat Book No. 1, folio 46.

Being the same property which was conveyed unto Albert Otto Stroback et al by the Clayton W. Bordley, Inc., a body corporate, by deed dated the 24th day of February, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 404, folio 33.

And your Assignee sold the above described property unto Leroy Jacobs for the sum of Thirty-Six Hundred Fifty ($3650.00) Dollars, he being at that sum the highest bidder therefor, the terms of said sale being a deposit of Three Hundred ($300) Dollars, balance upon ratification of the sale.

Respectfully submitted,

George B. Woelfel

George B. Woelfel, Assignee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

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

Witness my hand and seal Notarial.

Mary B. Woelfel

Notary Public

LIBER 102 PAGE 201

ORDER NISI

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF

xxxxx

ALBERT OTTO STROBACK, unmarried.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,917 Equity

Ordered; this 5 day of December, 1956, That the sale of the Property in these Proceedings mentioned, made and reported by George B. Woelfel, Assignee ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 14 day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14 day of January next.

The report states that the amount of sale ~~xxxxx~~ was $ 3,650.00

Filed Dec-5 1956 AM 10:46

George T. Cromwell Clerk.

True Copy.

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF

xxxx

ALBERT OTTO STROBACK, unmarried.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 17th day of January, 1957 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.

Matthew S. Evans Judge

FILED

1957 JAN 17 AM 11:25

LIBER 102 PAGE 202

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

In the Matter of the Sale of the Mortgaged Real Estate of Albert Otto Stroback, unmarried

vs.

Defendent

No. 11917 Equity

STATE OF MARYLAND, Anne Arundel County, Sct:

I, George B. Woelfel, being duly sworn, do depose and say:

(1) That I am a resident of Anne Arundel County in the State of Maryland.

(2) That on behalf of the Plaintiff in the above entitled case, I made an investigation for the purpose of determining whether Albert Otto Stroback the Defendant in said case (hereinafter called "said Defendant") is in the military service of the United States or any of its allies, so as to be entitled to the benefits of the Soldiers' and Sailors Civil Relief Act of 1940, as amended, or the benefits of Article 87-A of Flack's Annotated Code of Public General Laws of Maryland, and from information obtained through such investigation, I ascertained that the facts hereinafter stated are true.

(3) That said defendant is about 55 years of age, is un married, has no children, lives by himself at Bayside Beach Pasadena, Md. is employed by Baltimore Office Supply Company at 641 Washington Boulevard, Baltimore 30, Maryland and has been so employed for over twenty-five years.

(4) That said Defendant is not in the military service of the United States as defined in the above named Acts or the amendments thereto; that he is not in the military service of any Nation allied with the United States in the prosecution of the wars in which the United States is at present engaged; that he has not been discharged from any such military service within ninety * days prior to the date of this affidavit; that he has not been ordered to report for induction under the Selective Service and Training Act of 1940, as amended; and that he is not a member of the enlisted Reserve Corps who has been ordered to report for military service.

Subscribed and sworn to before me, a Notary Public, this 11th day of January 1957.

George B. Woelfel
Affiant

Mary M. Woelfel
Notary Public

*Thirty days when plaintiff seeks to have judgment entered after default in appearance; sixty days when plaintiff orders an execution.

FILED

1957 JAN 11 PM 3:54

12

LIBER 102 PAGE 203

Public Sa

OF VALUABLE REAL ESTATE LOCATED AT BAY SIDE BEACH, NEAR BODKIN CREEK

Under and by virtue of the mortgage from Albert Otto Stroback, unmarried, dated May 11th, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 831, folio 212, and by short assignment thereof dated October 10th, 1956, and recorded among the Land Records aforesaid at the foot of the said mortgage, the undersigned, as assignee with power to sell in event of default, and default having occurred, will offer for sale at public auction at the Court House door in the City of Annapolis, Maryland, on

Tuesday, Dec. 4th, 1956 at 10 o'clock A.M., EST,

All that lot or parcel of ground having a frontage of 50 feet on Harbor Road with an aven depth of 135 feet, being Lot No. 23, Section "C" of Plat No. 1, BAY SIDE BEACH, recorded among the Land Records of Anne Arundel County in Plat Book No. 1, folio 46.

IMPROVEMENTS: This property is improved by a frame dwelling with modern improvements.

TERMS OF SALE: A deposit of $300 will be required of the purchaser on the day of sale, balance to be paid upon ratification of said sale by the court. Deferred payments to bear interest at the rate of 6% or all cash at the option of the purchaser. Taxes and other liens to be adjusted as of the day of sale.

For further particulars, apply to:
GEORGE B. WOELFEL, Assignee,
9-11 School Street,
Annapolis, Maryland
George Scible, Auctioneer. N-20

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 11, 1957

We hereby certify, that the annexed

Public Sale

Albert Otto Stroback

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 December, 1956. The first insertion being made the 8th day of November, 1956

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M.G. 8909 1957 JAN 16 PM 2:50 By L. Tilghman

13

LIBER 102 PAGE 204

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. 11,917 Equity

In The Matter Of The Sale Of The Mortgaged Real Estate Of ALBERT OTTO STROBACK, unmarried.

Ordered, this 5th day of December, 1956. That the sale of the Property in these Proceedings mentioned, made and reported by George B. Woelfel, Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 14th day of January next. Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks, before the 14th day of January next.

The report states that the amount of sale was $3,650.00.

GEORGE T. CROMWELL, Clerk

True Copy: Test:

GEORGE T. CROMWELL, Clerk

J-8

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 8, 1957

We hereby certify, that the annexed

Order Nisi - Sale

Eq. 11,917

Albert Otto Stroback

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 14th day of January, 1957. The first insertion being made the 13th day of December, 1956

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M.G. 9261 1957 JAN 16 PM 2:50 By H. Tilghman

14

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
vs.
Albert Otto Stroback,
unmarried

In the

Circuit Court

For

Anne Arundel County

No. 11,917 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 5, 1957

All of which is respectfully submitted.

Laura N. Jinkling
Auditor.

FILED
1957 FEB -6 PM 3:42

15

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Albert Otto Stroback, unmarried. in ac.

To Assignee for Fee	100	00		
To Assignee for Commissions	140	28	240	28
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	30	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Globe Indemnity Co. - bond premium	16	00		
George W. Scible - auctioneer's fee	25	00		
Clerk of Court - recording assignment	1	00		
Bureau of Vital Statistics - copy of death certificate of Lena Stroback	1	00		
Clerk of Court - recording release of mortgage to Home Building Ass'n	3	00		
One-half Federal documentary stamps	2	20		
One-half State documentary stamps	2	20		
Mary M. Hoff - notary fees	1	50	95	90
To Assignee for Taxes, viz:				
1955 State and County taxes	68	28		
Interest and costs	4	71		
1956 State and County taxes ($76.30) - adjusted to 12/4/56	72	52	145	51
To William E. Bockmiller, mortgagee - in full for mortgage claim filed	3,022	49	3,022	49
To Albert Otto Stroback, mortgagor - this balance	120	32	120	32
			3,676	00

with George B. Woelfel, Assignee Cr.

1956							
Dec.	4	Proceeds of Sale		3,650	00		
		Interest on deferred payment ($3,350.00) to 1/21/57		26	00	3,676	00
						3,676	00

LIBER 102 PAGE 208

ORDER NISI

In the Matter of the Sale of

the Mortgaged Real Estate

~~VERSUS~~

of

Albert Otto Stroback,

Unmarried

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,917 Equity.

FILED
1957 FEB -6 PM 3:42

ORDERED, This 6 day of February, 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 18 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 18 day of March next.

George E. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 19th 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~~ Collector apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin McMahon, Judge

FILED
1957 MAR 19 PM 3:27

18

LIBER 102 PAGE 209 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 4, 1957

We hereby certify, that the annexed

Order Nisi Eq. 11,917

Auditor's Account

Albert Otto Strobach

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 March, 1957. The first insertion being made the 14th day of February, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel P. Tilghman

Order Nisi

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

In The Matter Of The Sale Of The Mortgaged Real Estate Of ALBERT OTTO STROBACK, Unmarried

Ordered, this 6th day of February, 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 18th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18th day of March next.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:

GEORGE T. CROMWELL, Clerk

F-28

FILED

No. M. 1957 MAR 19 PM 1:30

19

LIBER 102 PAGE 210

WEAVER BROS. INC. OF MARYLAND, Assignee of
METROPOLITAN LIFE INSURANCE COMPANY
100 St. Paul Street
Baltimore 2, Maryland

Plaintiff

Vs.

CLARENCE ROBERT BRUFF and
ELSIE H. BRUFF, his wife
5804 Ritchie Street
Anne Arundel County, Maryland

Defendants

Docket _____ Folio _____

Case No. 11,946-Equity

Filed _____

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY, IN EQUITY

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents:

That on the 9th day of April A.D. 1956 the defendants executed and delivered to Weaver Bros. Inc. of Maryland,

a mortgage upon certain leasehold property in Anne Arundel County therein described, to secure the payment of the mortgage debt of $12,200.00 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.

AND WHEREAS, a default has occurred in the payment of principal and interest as provided in said mortgage.

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

And as in duty, &c.

John J. Neubauer, Attorney for Plaintiff

FILED

1956 NOV 24 AM 9:30

E.E. B. LAW DIVISION
MORTGAGE INVESTMENTS

MORTGAGE—(Maryland)—Vete. App. No. H-17242

no 11,946 Equity

LIBER 102 PAGE 211

THIS MORTGAGE, Made this 9th day of April in the year one thousand nine hundred and fifty-six, by and between CLARENCE ROBERT BRUFF AND ELSIE H. BRUFF, his wife, of Anne Arundel County, State of Maryland,

Mortgagor, and

WEAVER BROS. INC. OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, Mortgagee.

Whereas, the said Mortgagor, stands bona fide indebted unto the said Mortgagee in the full and just sum of TWELVE THOUSAND, TWO HUNDRED Dollars ($12,200.00) for money this day loaned by the said Mortgagee unto the said Mortgagor, which the said Mortgagor covenants and agrees to repay unto the said Mortgagee, its successors and assigns, together with interest at the rate of four and one-half per centum (4½%) per annum payable monthly in each year, until said principal sum is fully paid according to the tenor of the Promissory Note of even date herewith, and passed by the said Mortgagor unto the said Mortgagee for said principal debt of TWELVE THOUSAND, TWO HUNDRED Dollars ($ 12,200.00), due and payable as follows: Interest on the aforesaid sum of TWELVE THOUSAND, TWO HUNDRED ($12,200.00) Dollars accounting from the date hereof to be paid on the first day of May ,1956 and thereafter the sum of Sixty-one and 82/100 ($61.82) Dollars on the first day of June ,1956 and the same amount on the first day of every month thereafter, up to and including the first day of March ,1986 and the balance of principal and interest remaining unpaid shall be payable on the first day of April ,1986 and the said monthly payments shall be applied first to the payment of interest on the balance of unpaid principal at the rate of four and one-half per cent per annum and any amount remaining after the payment of the said interest shall be applied to the unpaid principal; all of the aforesaid sum being used as part of the purchase price for the property hereinafter described. That together with and in addition to the monthly payment 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 debt is fully paid a sum equal to one-twelfth of the annual taxes and other municipal liens and charges and ground rent, if any, to become due on the mortgaged property, such sums to be held by the Mortgagee to pay said taxes and other municipal liens and charges and ground rent, if any, as and when they become due and payable. Nothing herein contained, however, shall prevent the Mortgagee, or its successors or assigns, from comingling all sums so paid hereunder with its or their general fund.

Both principal and interest of said Note to be payable in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, at the principal office of the Mortgagee, 100 St. Paul Street, Baltimore, Md., or at such other place, either within or without the said State, as the owner or holder hereof may, from time to time, in writing, designate.

And, Whereas, At the time of making said loan, and as a condition precedent thereto, it was agreed by and between the parties hereto that the repayment of the same and of the interest to become due thereon, and of all taxes, ground rent, if any, assessments, public dues, and charges levied or to be levied by law on the property hereby mortgaged, and on the mortgage debt or debts created or secured by this Mortgage, should be secured by the execution hereof.

Now This Mortgage Witnesseth, That in consideration of the premises and the sum of $1 the said Clarence Robert Bruff and Elsie H. Bruff, his wife

Mortgagor, does hereby grant, convey, transfer and assign unto Weaver Bros., Inc. of Maryland, aforesaid, its successors and assigns, all the lot of ground situated in 5th Dist. of Anne Arundel County in the State of Maryland, and described as follows, viz.:

BEING known and designated as Lot No. 113, on Amended Plat No. 2 of Arundel Hills, which plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 25, folio 46. The improvements thereon being known as No.5804 Ritchie Street.

BEING the same lot of ground which by deed of assignment dated April 9,1956, and recorded or intended to be recorded among the Land Records of Anne Arundel County, prior hereto was granted and assigned by The Delta Corporation unto the said mortgagors; subject to an annual ground rent of One Hundred Twenty ($120.00) Dollars payable in equal half-yearly instalments on the twenty-eighth days of February and August, in each and every year.

WEAVER BROS. INC. OF MARYLAND, Assignee of Metropolitan Life Insurance Company

Plaintiff

vs.

CLARENCE ROBERT BRUFF and ELSIE H. BRUFF, his wife
5804 Ritchie Street
Anne Arundel County, Md.

Defendants

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY

FILED

1956 NOV 24 AM 9:30

PETITIONER'S EXHIBIT NO. 1

VM-G.R.—10-55

Privilege is granted to pay the unpaid balance of the indebtedness in full at any time or to make one or more additional principal payments in accordance with the Amortization Schedule on the first day of any month.

In the event that any instalment shall become overdue for a period in excess of fifteen days (15), a "late charge" of four cents (4¢) for each dollar ($1.00) so overdue may be charged by the holder hereof for the purpose of defraying the expense incident to handling such delinquent payment.

Together with the buildings, hereditaments, improvements, and appurtenances thereof, and all the estate, right, title, and interest of the said Mortgagor in and to the said described premises or the streets and alleys adjoining or adjacent to the same. And it is mutually covenanted and agreed by and between the parties hereto that all shelving, counters, office, department, and other partitions, all store fixtures, gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, bathtubs, sinks, water closets, basins, pipes, faucets, and other plumbing, heating, and air-conditioning equipment, mirrors, mantels, refrigerating plant and iceboxes, cooking apparatus and appurtenances, and such other goods and chattels and personal property as are ever furnished by landlords in letting or operating a building, similar to the one situated on the premises herein described, which are or shall be attached to said building by nails, screws, bolts, pipe connections, masonry, or in any other manner are and shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto, and all persons claiming by, through, or under them, and shall be deemed to be a portion of the security for the indebtedness herein mentioned, and to be conveyed by this Mortgage, including gas range.

To have and to hold the said lot of land, with the improvements and appurtenances aforesaid, unto the said Weaver Bros., Inc. of Maryland, 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 aforesaid annual ground rent.

Provided that if the said principal sum of money loaned as aforesaid, and the interest thereon, shall be paid when due, and if all of the covenants herein mentioned shall be performed, then this Mortgage shall be void.

But upon any default being made in the payment of the said principal or interest, in whole or in part, when due, or upon any default being made in any covenant or condition of this Mortgage, then the whole mortgage debt hereby secured shall thereupon be deemed due and payable forthwith.

And the said Mortgagor, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, does hereby (1) declare his assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (and sale to take place after the default has occurred in any of the conditions of this mortgage, as herein provided); and the said Mortgagor does hereby (2) also authorize the said Mortgagee, its successors or assigns, or its duly authorized Attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. 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 days notice of the time, place, manner and terms of sale in some newspaper printed in the county in which the land is situated; and the party selling may also give such other notice as he may deem expedient; and the terms of the sale may be all cash upon ratification of the sale of such other terms as the party selling may deem expedient. And it is 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 or otherwise, the proceeds of sale shall be applied as follows, to wit: First, to the payment of all expenses incident to said sale, including the counsel fee of $50.00 for conducting the proceedings if without contest, but if legal services be rendered to the Mortgagee or its 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 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, or its successors and assigns, and [illegible] of such commissions and all

such expenses and costs shall be paid by the Mortgagor, or its assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

And it is covenanted that until default be made in any covenant or condition of this Mortgage (but not thereafter), the said Mortgagor shall have possession of the property, upon paying in the meantime all taxes and assessments, public dues and charges levied or assessed or to be levied or assessed on the mortgaged property and on the mortgage debt and interest secured by this Mortgage, which mortgage debt and interest, taxes, assessments, ground rent, if any, public dues, and charges the said Mortgagor covenants to pay when legally due, and upon payment thereof to exhibit to the Mortgagee, its successors and assigns, the receipted bills thereof at the principal office of the Mortgagee, its successors and assigns. And upon any default in any of the covenants of this Mortgage, the Mortgagee, its successors and assigns, shall be entitled to the rents and profits of said property which in that event are hereby assigned to the Mortgagee, its successors and assigns, as additional security, and the Mortgagee, its successors and assigns, shall also be entitled in that event, if it so elects, to the immediate appointment of a Receiver for said property, without notice to the Mortgagor and without regard to the adequacy or inadequacy of the property as security for the mortgage debt. The Mortgagee, its successors and assigns, or Receiver appointed pursuant to the provisions of this paragraph shall exercise all of the rights of the said Mortgagor with regard to any and all leases between the said Mortgagor and any tenants or lessees occupying any part or all of the mortgaged property and the Mortgagee, its successors and assigns, or Receiver, shall have the right from time to time in its discretion to vary the terms of any written or oral lease, or tenancy, or to sue for the recovery of any sum or sums due, past due or to become due thereunder and any and all acts done by the Mortgagee, its successors or assigns, or Receiver, are hereby authorized, ratified and approved by the said Mortgagor.

And the said Mortgagor covenants to keep the improvements on the hereby mortgaged property insured against loss by fire and windstorm, or such other hazards and contingencies in an insurance company or companies acceptable to, and in an amount from time to time designated by, the said Mortgagee, its successors and assigns, but at no time less than the value of the improvements on said property, and to cause each and every policy of fire and windstorm insurance on said property to be so framed or endorsed as in case of fire and/or windstorm to inure to the benefit of the said Mortgagee, its successors and assigns, to the extent of its or their lien or claim under this Mortgage, and to deliver said policy or policies to the Mortgagee, its successors and assigns, to be kept by the Mortgagee, its successors and assigns, and to deliver all renewals thereof to the said Mortgagee, its successors and assigns, at its said principal office, or at such other place, either within or without the said State, as the owner or holder hereof may, from time to time, in writing, designate, one week in advance of the expiration of the same, stamped "PAID." And in the events of any loss by fire and/or windstorm the insurance company or companies are hereby directed by the Mortgagor to make payment for such loss to the Mortgagee, its successors and assigns, only, and not to the Mortgagor and Mortgagee, its successors and assigns, jointly; such payment to the Mortgagee, its successors and assigns, shall be applied to the extinguishment of the principal, interest, and expenses secured by this Mortgage, whether then due or not, but not to exceed the amount payable under this Mortgage; provided that the Mortgagee, its successors and assigns, in lieu thereof, may by its written assent consent to the application by the Mortgagor of the said insurance money to the reconstruction of the improvements on the mortgaged property. The provisions relating to insurance contained in this instrument inolude insurance against war risk or damage and such other casualties in contingencies and in such amounts and for such periods as the holder of the note or mortgage, hereby secured, may from time to time require.

And the said Mortgagor covenants to comply with the requirements of any or all departments of the state, county, city and municipal government within 20 days after notice of such requirements shall have been given to the then owner of said premises.

And it is further mutually covenanted and agreed that in the event of the passage, after the date of this Mortgage, of any law of the State of Maryland, deducting from the value of land for the purpose of taxation any lien thereon, or changing in any way the laws now in force for the taxation of mortgages or debts secured by mortgage for State or local purposes, or the manner of the collection of any such taxes, so as to affect this Mortgage, the whole of the principal sums secured by this Mortgage, together with interest due thereon, shall, at the option of the Mortgagee, its successors and assigns, without notice to any party, become immediately due and payable.

And it is further mutually covenanted and agreed by said parties that in default of the payment by said Mortgagor of all or any taxes, ground rent, if any, charges, and assessments which may be imposed by law upon the said mortgaged premises or any part thereof; or that in default of the payment of any fire and/or windstorm insurance premium for policies written under the terms of this Mortgage; then and in either or both of such events it shall be lawful for the said Mortgagee, its successors and assigns, to pay the amount of any such tax, charge, assessment, or insurance premium, with any expenses attending the same; and any amounts so paid the said Mortgagor shall repay to the said Mortgagee, its successors, on demand, with interest thereon, and the same shall be a lien on the said premises and be secured by the said Note and by these presents; and the whole amount hereby secured, if not then due, shall thereupon, if the said Mortgagee, its successors and assigns, so elects, become due and payable forthwith.

And the said Mortgagor covenants to warrant specially the said property, and to execute such further assurances thereof as may be requisite.

Whenever the singular or plural number, or masculine, feminine, or neuter gender is used herein, it shall equally include the other, and every mention herein of the Mortgagor or Mortgagee shall include the heirs, executors, administrators, successors, and assigns of the party so designated.

In Witness Whereof the said mortgagors have hereunto set their hands and seals, the day and year first herein written.

Witness Robert V. Lazzaro ROBERT V. LAZZARO

Clarence Robert Bruff [L. S.]
Clarence Robert Bruff

Elsie H. Bruff [L. S.]
Elsie H. Bruff

STATE OF MARYLAND, CITY OF Baltimore } ss.

I Hereby Certify that on this 9th day of April, in the year one thousand nine hundred and fifty-six, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared CLARENCE ROBERT BRUFF AND ELSIE H. BRUFF, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

Witness my hand and notarial seal:

Robert V. Lazzaro
Notary Public.
ROBERT V. LAZZARO

My Commission expires May 6,1957

4

LIBER 102 PAGE 214

LIBER 1017 PAGE 193

STATE OF MARYLAND,
City OF Baltimore } ss.

I Hereby Certify that on this 9th day of April, 19 56, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Sidney H. Tinley, Jr., Agent 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, and also made oath that he is the agent of the within named Mortgagee.

Witness my hand and notarial seal:

Robert V. Lazzaro
Notary Public

My Commission expires May 6, 1957

ROBERT V. LAZZARO

For Value Received, WEAVER BROS. INC. OF MARYLAND hereby assigns the within and aforegoing Mortgage and the mortgage debt secured thereby unto the Metropolitan Life Insurance Company

As witness the signature of said body corporate, Assignor, by the hand of Roy E. Paddock its Assistant Vice President

and its corporate seal hereto affixed this 9th day of April, 1956.

Witness:
Richard W. Hall
Richard W. Hall
Assistant Secretary

WEAVER BROS. INC. OF MARYLAND
[SEAL]
By Roy E. Paddock
Roy E. Paddock
Assistant Vice President

5th Dist. of Anne Arundel County

MORTGAGE (3)

(MARYLAND)

FROM
CLARENCE ROBERT BRUFF AND
ELSIE H. BRUFF, his wife

TO
WEAVER BROS. INC. OF MARYLAND
c/o Metropolitan Life
INSURANCE Company

RETURN TO:
THE TITLE GUARANTEE COMPANY
ST. PAUL & LEXINGTON STS.
BALTIMORE 2, MD.

Received for Record 16 day of April 1956 at 12:39 PM o'clock and recorded in Liber GTC No. 1017 Folio 193 one of the Land Records of ANNE ARUNDEL COUNTY and examined per GEO. T. GROMWELL, CLERK

Cost of Records $ 1.40 Clerk.

New York, N. Y.
November 8, 1956

FOR VALUE RECEIVED, Metropolitan Life Insurance Company hereby assigns the within and aforegoing Mortgage and the mortgage debt secured thereby unto WEAVER BROS. INC. OF MARYLAND without recourse in any event whatsoever.

AS WITNESS the signature of said body corporate, Assignor, by the hand of LOUIS G. BUISSON its THIRD Vice President and its corporate seal hereto affixed this 8th day of November, 1956.

Witness:
Walter E. Hollenbeck
Assistant Secretary
WALTER E. HOLLENBECK

METROPOLITAN LIFE INSURANCE COMPANY
By
LOUIS G. BUISSON, THIRD Vice President

App. No. H-17242
Written by dr
Approved by
Ready for record

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1956 APR 16 PM 12:39
& RECORDED IN LIBER GTC NO. 1017 FOLIO 193
GEO. T. GROMWELL, CLERK

WEAVER BROS. INC. OF MARYLAND, Assignee of
METROPOLITAN LIFE INSURANCE COMPANY

100 St. Paul Street
Baltimore 2, Maryland

Plaintiff

VS.

CLARENCE ROBERT BRUFF and
ELSIE H. BRUFF, his wife

5804 Ritchie Street
Anne Arundel County, Maryland

Defendant

IN THE

CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
m [redacted]
IN EQUITY

Docket No._____, Folio _____

Case No. 11,946 Equity

MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, BALTIMORE COUNTY, To Wit:

I HEREBY CERTIFY that on this 23rd day of November, 1956 before me, the subscriber, a Notary Public in and for the State of Maryland, County of Baltimore, personally appeared John J. Neubauer and made oath in due form of Law that he knows the Defendant(s) herein and that to the best of his information, knowledge and belief:

(1) Said Defendant(s) is not in the Military service of the United States.

(2) Said Defendant(s) is not in the Military service of any nation allied with the United States.

(3) Said Defendant(s) has not been ordered to report for induction under the Selective Training and Service Act.

(4) Said Defendant(s) is not a member of the Enlisted Reserve Corps who has been ordered to report for Military Service.

John J. Neubauer - Affiant

Kenneth J. Gaeng
Notary Public

KENNETH J. GAENG NOTARY PUBLIC BALTIMORE, MD.

FILED
1956 NOV 24 AM 9:30

6

LIBER 102 PAGE 216

Decree in Circuit Court for Baltimore County.

WEAVER BROS. INC. OF MARYLAND, Assignee of METROPOLITAN LIFE INSURANCE COMPANY

100 St. Paul Street
Baltimore 2, Maryland Plaintiff

Vs.

CLARENCE ROBERT BRUFF and

ELSIE H. BRUFF, his wife
5804 Ritchie Street
Anne Arundel County, Marylahd

DOCKET_____ FOLIO_____

CASE NO. 11,946 Equity

FILED _____

IN THE

CIRCUIT COURT

FOR

~~BALTIMORE COUNTY~~
ANNE ARUNDEL COUNTY

IN EQUITY TERM, 19____

DECREE FOR SALE OF MORTGAGED PREMISES

The Petition and exhibit in the above cause having been submitted, the proceedings therein were by the Court read and considered:

It Is Thereupon, this 24th day of November, in the year nineteen hundred and fifty-six by the Circuit Court of Baltimore County, ADJUDGED, ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that John J. Neubauer and Robert J. Neubauer 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 corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Thirteen Thousand Dollars, conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by any further Decree or Order in the premises; they shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily or weekly newspaper or newspapers published in Anne Arundel County ~~Baltimore County~~ as they shall think proper, of the time, place, manner and terms of sale, which shall be ~~xxxxxxxxxx~~ all cash, and the unpaid balance of the sale price to bear interest from the day of sale and be paid upon ratification of sale; ~~xxxxxxxxxx~~ and as soon as may be convenient after any such sale or sales, the said Trustees shall return to this Court a full and particular account of their 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 the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commissions to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged their trust; provided, that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as reqnired by law, be filed in said cause.

FILED

1956 NOV 24 AM 10:45

Benjamin Michaelson
Judge

7

WEAVER BROS. INC. OF MARYLAND, Assignee of
Metropolitan Life Insurance Company
100 St. Paul Street
Baltimore 2, Maryland Plaintiff

VS.

CLARENCE ROBERT BRUFF and
ELSIE H. BRUFF, his wife
5804 Ritchie Street
Anne Arundel County, Maryland Defendants

IN THE

ANNE ARUNDEL COUNTY

Circuit Court for [redacted]

IN EQUITY.

no 11,946
Equity

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Weaver Bros. Inc. of Maryland, Assignee of Metropolitan Life Insurance Company, 1 Madison Avenue, New York 10, New York, under the mortgage from Clarence Robert Bruff and Elsie H. Bruff, his wife, to Weaver Bros. Inc. of Maryland, dated the 9th day of April, 19 56, and recorded among the Land Records of Baltimore County in Liber GTC No. 1017 Folio 190-193.

Principal amount of mortgage	$12,200.00
Less payments made on account	16.07
Balance on principal	$12,183.93
LESS:	
Credit in expense account	5.71
Net balance on account of principal	$ 12,178.22
Interest to December 19, 1956	303.05
Balance due on principal and interest	$12,481.27

Daily interest is $ 1.52

WEAVER BROS. INC. OF MARYLAND

BY: E. Catherine Byrne
E. Catherine Byrne Executive Vice- President

STATE OF MARYLAND, [redacted] OF BALTIMORE, Sct.
County

I HEREBY CERTIFY, that on this 26th day of November in the year nineteen hundred and fifty-six, before me, the subscriber a Notary Public of the State of Maryland, in and for Baltimore [redacted], personally appeared E. Catherine Byrne Executive Vice-President of WEAVER BROS. INC. OF MARYLAND,

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.

As witness my hand and notarial seal. Ethel L. Walmer

Ethel L. Walmer Notary Public
My commission expires May 6, 1957

FILED
1956 NOV 28 AM 11 46

8

Judicial 10—MARYLAND—TRUSTEE TO SELL

LIBER 102 PAGE 218

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

No. 11,946 Equity

Weaver Bros., Inc. of Maryland, Assignee of Metropolitan Life Insurance Company

versus

Clarence Robert Bruff and Elsie H. Bruff, his wife

BOND OF TRUSTEE TO SELL Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, John J. Neubauer and Robert J. Neubauer, of 402 Keyser Building, Baltimore, Maryland as Principal, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Thirteen Thousand and 00/100 - Dollars ($ 13,000.00) 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 26th day of November in the year of our Lord one thousand, nine hundred and fifty-six.

WHEREAS THE ABOVE BOUNDEN John J. Neubauer and Robert J. Neubauer

by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County have been appointed trustees to sell Real Estate mentioned in the proceedings in the case of

Weaver Bros. of Maryland, Assignee of Metropolitan Life Insurance Company

versus

Clarence Robert Bruff and Elsie H. Bruff, his wife

now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden John J. Neubauer and Robert J. Neubauer 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.

Marie C. Sigwart
Marie C. Sigwart

John J. Neubauer (SEAL)

Robert J. Neubauer (SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Robert J. Noeth
Robert J. Noeth
Attorney in fact.

Bond approved this 28 day of November 1956.
George E. Cromwell, Clerk

FILED

1956 NOV 28 AM 11:46

9

8-11-47—500

LIBER 102 PAGE 219

WEAVER BROS. INC. OF MARYLAND, Assignee of
METROPOLITAN LIFE INSURANCE COMPANY
~~100 St. Paul Street Baltimore 2, Md.~~
VS. Plaintiff

CLARENCE ROBERT BRUFF and
ELSIE H. BRUFF, his wife
5804 Ritchie Street
~~Anne Arundel County, Maryland~~
Defendants

—IN THE—

CIRCUIT COURT

No. 11,946

—FOR—

ANNE ARUNDEL COUNTY, IN EQUITY

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR BALTIMORE COUNTY:

The Report of Sale of John J. Neubauer and Robert J. Neubauer Trustees appointed by the decree in the above entitled cause to make sale of leasehold property No. 5804 Ritchie Street, Anne Arundel County, Maryland; subject to an annual ground rent of $120.00; in the proceedings in 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 advertisments inserted in the "EVENING CAPITAL" a daily newspaper, published in Anne Arundel County, for more than three successive weeks preceding the day of sale, said Trustees did pursuant to said notice on Wednesday the 19th day of December 19 56, at 4:00 o'clock, P.M., attend on the premises and then and there sold the leasehold property to Weaver Bros. Inc. of Maryland, 100 St. Paul St., Balto. 2, Md., at and for the sum of Eleven Thousand and 00/100 Dollars ($11,000.00); subject to the annual ground rent of One Hundred and Twenty Dollars ($120.00); it being the highest bidder therefor.

John J. Neubauer - Trustee

Robert J. Neubauer - Trustee.

CITY

State of Maryland/~~County~~ of Baltimore, Sct.

I Hereby Certify, that on this day December 19 56 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared John J. Neubauer and Robert J. Neubauer, Trustees 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 was fairly made.

AS WITNESS, my hand and notarial seal.

Kenneth J. Gaines
Notary Public

KENNETH J. GAINES NOTARY PUBLIC BALTIMORE, MD.

FILED

1956 DEC 22 AM 9:27

10

LIBER 102 PAGE 220

ORDER NISI

WEAVER BROS. INC. OF MARYLAND, Assignee of METROPOLITAN LIFE INSURANCE COMPANY

versus

CLARENCE ROBERT BRUFF and ELSIE H. BRUFF, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,946 Equity

Ordered, this 22 day of December, 1956, That the sale of the Property in these Proceedings mentioned, made and reported by John J. Neubauer and Robert J. Neubauer, Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sale ~~xxxxxx~~ was $ 11,000.00

George J. Cromwell, Clerk.

True Copy,

TEST: Clerk.

FILED
1956 DEC 22 AM 9:42

(Final Order)

WEAVER BROS, INC. OF MARYLAND, Assignee of METROPOLITAN LIFE INSURANCE COMPANY

versus

CLARENCE ROBERT BRUFF and ELSIE H. BRUFF, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 26th day of January, 1957 that the sale made and reported by the Trustee aforesaid, be and the same hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Evans
Judge

FILED
1957 JAN 26 AM 10:21

//

LIBER 102 PAGE 221 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. 11,946 Equity

WEAVER BROS., INC. OF MARYLAND, Assignee of METROPOLITAN LIFE INSURANCE COMPANY

versus

CLARENCE ROBERT BRUFF and ELSIE H. BRUFF, his wife

Ordered, this 2nd day of December, 1956, That the sale of the Property in these Proceedings mentioned, made and reported by John J. Neubauer and Robert J. Neubauer, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sale was $11,000.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk
J-14

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 17, 1957

We hereby certify that the annexed

Order Nisi Sale
Eq. 11,946
Clarence Robert Bruff

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 25th day of January, 1957. The first insertion being made the 24th day of December, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. E.C. 9 1957 JAN 24 PM 3:35

12

JOHN J. NEUBAUER, Solicitor
Keyser Building
Baltimore 2, Maryland

Trustee's Sale

of

Valuable Leasehold Dwelling Property

No. 5804 Ritchie Street
Anne Arundel County, Maryland

Under and by virtue of a Decree passed by the Circuit Court of Anne Arundel County in Equity, the undersigned Trustees will sell at Public Auction on the premises the above property on

WEDNESDAY, December 19, 1956 at 4:00 o'clock P. M.

All that lot or parcel of ground situate, lying and being in the Fifth Election District of Anne Arundel County, State of Maryland, and more particularly described as follows:

"Being known and designated as Lot No. 113, on Amended Plat No. 2 of Arundel Hills, which plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 20, folio 46. The improvements thereon being known as No. 5804 Ritchie Street."

The property is subject to the payment of an annual ground rent of One Hundred and Twenty and 00/100 Dollars ($120.00), payable in equal half-yearly installments on the 28th days of February and August, in each and every year.

The improvements consist of a one-story frame bungalow with brick facing, containing six rooms, one bath and full basement with hot-water heat, gas fired.

The property is subject to the following:

1. Rights of the Consolidated Gas, Electric Light and Power Company of Baltimore under agreements (a) dated January 22, 1946 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 354, folio 170, with Margaret B. Baer, et al (b) recorded on February 15, 1950 in Liber J. H. H. No. 537, folio 548 with The Belle Grove Corporation.

2. Rights of the Chesapeake and Potomac Telephone Company of Baltimore City under agreement dated March 19, 1908 and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 58, folio 107, with Joseph M. Brian, Jr. and wife.

3. Conditions and restrictions set forth in a Declaration of The Belle Grove Corporation, dated July 27, 1954 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 850, folio 507.

4. Rights of the Consolidated Gas, Electric Light and Power Company of Baltimore under an agreement recorded on December 8, 1954 in Liber J.H.H. No. 886, folio 41 with George Schuman, et al.

Taxes, Anne Arundel County sanitary charges and other municipal liens and charges and ground rent to be adjusted as of the date of sale.

A deposit of Five Hundred Dollars ($500.00) in cash to be required at the time of sale and the balance of the purchase price to bear interest from the date of sale and to be paid in cash immediately upon ratification of sale by the Circuit Court for Anne Arundel County.

JOHN J. NEUBAUER AND
ROBERT J. NEUBAUER
Trustees
Keyser Building
Baltimore 2, Maryland
Le 9-3212

(Auctioneers)
E. T. NEWELL & CO., INC.
122 W. North Avenue
Baltimore 1, Maryland.

D-18

13

LIBER 102 PAGE 222 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 24, 1957

We hereby certify that the annexed

Trustee's Sale

No. 5804 Ritchie St.

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 19th day of December, 1956. The first insertion being made the 27th day of November, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1957 JAN 24 PM 3:35

By H. Tilghman

In the Case of

Weaver Bros. Inc. of Maryland,
Assignee, etc.

VS.

Clarence Robert Bruff
and
Elsie H. Bruff, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,946 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 8, 1957

All of which is respectfully submitted.

Laura K. Jacklin
Auditor.

FILED
1957 FEB 11 PM 2:28

14

Dr.

Weaver Bros. Inc. of Maryland, Assignee, etc, vs. Clarence Robert Bruff and Elsie H. Bruff, his wife in ac.

To Trustees for Fee, viz:	50	00		
To Trustees for Commissions, viz:	362	26	412	26
To Trustees for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account and three copies	18	00	56	00
To Trustees for Expenses, viz:				
Capital-Gazette Press - advertising sale	62	52		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	14	25		
U.S. Fidelity & Guaranty Co.-bond premium	52	00		
E. T. Newell & Co. - auctioneer's fee	25	00		
One-half Federal documentary stamps	6	05		
One-half State documentary stamps	6	05		
Notary fees	2	00		
Federal Liens Certificate	2	00	183	87
To Trustees for Ground Rent, viz: Semi-annual ground rent ($60.00) due 2/28/57 - 3 months 21 days	37	00	37	00
To Weaver Bros. Inc. of Maryland, Assignee of the mortgage filed in these proceedings- .this balance on account mortgage claim	10,392	44	10,392	44
			11,081	57
Amount of mortgage claim filed	12,481	27		
Cr. Amount allowed above	10,392	44		
Balance subject to decree in personam	2,088	83		

15

with John J. Neubauer and Robert J. Neubauer, Trustees Cr.

1956						
Dec.	19	Proceeds of Sale	11,000	00		
		Interest on deferred payment ($10,500.) - 1 month 13 days	75	25	11,075	25
		Refund 1956 State and County taxes and water and sewer benefit charges	6	32	6	32
					11,081	57

ORDER NISI LIBER 102 PAGE 226

Weaver Bros. Inc. of Maryland,
Assignee, etc.

VERSUS

Clarence Robert Bruff
and
Elsie H. Bruff, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 11,946 Equity.

ORDERED, This 11 day of February, 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 18 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 18 day of March next.

FILED 1957 FEB 11 PM 2:28

George F. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 19 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.

Matthew S. Evans
Judge

FILED
1957 MAR 20 AM 9:26

17

LIBER 102 PAGE 227

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,946 Equity
WEAVER BROS. INC. OF MARYLAND, ASSIGNEE, ETC.
Versus
CLARENCE ROBERT BRUFF, AND ELSIE R. BRUFF, HIS WIFE.

Ordered, this 11th day of February, 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 18th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18th day of March next.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:
GEORGE T. CROMWELL, Clerk
F-27

FILED
No. E&G 11946 1957 MAR 11 AM 11:58

18

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 8, 1957

We hereby certify, that the annexed Order Nisi Eq. 11,946 Auditor Account Clarence Robert Bruff

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 18th day of March, 1957. The first insertion being made the 13th day of February, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

LIBER 102 PAGE 228

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
THOMAS A. SUPIK AND EDITH V. SUPIK, his wife	:	ANNE ARUNDEL COUNTY (In Equity)

11,902 Equity

Mr. Clerk:

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

1. Original Mortgage from the said Thomas A. Supik, Jr., and Edith V. Supik, his wife to Baltimore Federal Savings and Loan Association, dated January 5th, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 809 folio 527.

Walter S. Calwell
Attorney Named in Mortgage

FILED
1956 OCT 17 AM 9:03

LIBER 102 PAGE 229

LIBER 809 PAGE 527

VA Form 4-6318 (Home Loan). Aug. 1953. Use optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to RFC Mortgage Co.

MARYLAND

No. 11,902 Equity

MORTGAGE

THIS MORTGAGE, made this 5th day of January, A. D. 1954, by and between THOMAS A. SUPIK, JR. and EDITH V. SUPIK, 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 NINETY-FOUR HUNDRED AND No/100ths Dollars ($ 9400.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one half per centum (4½ %) per annum until paid, principal and interest being payable at the office of the said Mortgagee, in Baltimore City Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Fifty-two and 25/100ths Dollars ($ 52.25), commencing on the first day of February, 1954, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of January, 1979. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

JAS. EVS.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of One Dollar ($1) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey, and assign unto the Mortgagee, its successors and assigns, all the following described property in Anne Arundel County, in the State of Maryland, to wit:

BEING KNOWN AND DESIGNATED as Lot No. 79 on the Plat of Belvedere Heights, said Plat being dated February, 1953 and recorded among the Plat Records of Anne Arundel County on March 13, 1953 in Plat Cabinet 4, Rod G-5, Plat No. 6.

BEING THE SAME lot of ground which by Assignment of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and assigned by Admiral Equipment Corporation to the within named Mortgagors.

FILED

1956 OCT 17 AM 9:08

* Delete italicized words if Mortgagee is not a building and loan association.

10—49890-6

2

Plaintiff's Exhibit "A"

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 [illegible]

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of Eighty-four Dollars, payable half-yearly on the 18th days of March and September in each and every year.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

3

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

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

(*a*) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.

(*b*) The aggregate of the amounts payable pursuant to subparagraph (*a*) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

(I) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums;
(II) interest on the indebtedness secured hereby; and
(III) amortization of the principal of said indebtedness.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

2. If the total of the payments made by the Mortgagor under (*a*) of paragraph 1 preceding shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment for the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of (*a*) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under (*a*) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate provided for in the principal indebtedness from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

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

7. He will continuously maintain hazard insurance, of such type or types and amounts as the Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (*a*) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

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

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for **thirty** days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or **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
EDMUND M. WARD

Thomas A. Supik Jr. [SEAL]
Thomas A. Supik, Jr.

Edith V. Supik [SEAL]
Edith V. Supik

[SEAL]

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 5th day of January, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared THOMAS A. SUPIK, JR. and EDITH V. SUPIK, 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
EDMUND M. WARD Notary Public

NOTARY PUBLIC

Recorded- 28th January, 1954, at 9 A.M.

Application No. 32100
Written by J.M.
Approved by Examiner
Ready for Record

STATE OF MARYLAND

Mortgage

FROM

THOMAS A. SUPIK, JR. and

EDITH V. SUPIK, his wife,

TO

BALTIMORE FEDERAL SAVINGS

AND LOAN ASSOCIATION

Received for Record 28 Jan. 1954 at 9 o'clock A.M.
Same day recorded in Liber J.H.H. No. 809 Folio 527 &c., one of the Land Records of A.A.Co.

and examined per JOHN H. HOPKINS, 3rd Clerk.

Cost of Record, $ 9.00 /d.

M.S. GOVERNMENT PRINTING OFFICE 16—40200-4

V-681

MILITARY AFFIDAVIT 11,902 Equity

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 10th day of October 1956 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 Thomas A. Supik, Jr., and Edith V. Supik, 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, ~~xxxx~~

~~xxxxxxxx~~ ~~xxxxxxxx~~, and that the Affiant's source of information was the family of the Defendant

Walter S. Calwell

Walter S. Calwell

Clara M. Link

Clara M. Link - Notary Public

CLARA M. LINK NOTARY PUBLIC BALTIMORE CITY

FILED

1956 OCT 17 AM 9:08

6

LIBER 102 PAGE 234

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

THOMAS A. SUPIK, JR., AND

EDITH V. SUPIK, his wife

IN THE

ANNE ARUNDEL

Circuit Court for [redacted] County

IN EQUITY.

11,902

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from the said Thomas A. Supik, Jr., and Edith V. Supik, his wife

to Baltimore Federal Savings and Loan Association

dated the 5th day of January, 19 54, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 809 Folio 527.

Amount of Mortgage	$9400.00
Less - amount paid on principal	423.89
	8976.11
Plus - interest to 11/20/1956	325.63
	9301.74
Plus - overdraft in expense account	34.67
	9336.41

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 19th day of November in the year nineteen hundred and fifty-six, before me, the subscriber a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Joseph M. Hisley, the Vice President of Baltimore Federal Savings and Loan Association, holder of the Mortgage

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

WITNESS my hand and Notarial seal.

Clara M. Link

Clara M. Link - Notary Public

FILED

1956 NOV 20 AM 10:59

~~Mortgagee~~ Attorney's Bond. I-369

LIBER 102 PAGE 235 211100

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N. Y.

11,902 Equity

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 NINETY-FIVE HUNDRED AND 00/100 ($9500.00) - - - - - - - - - - - - - - - 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 15th - day of November 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 Thomas A. Supik Jr., and Edith V. Supik, his wife, to the Baltimore Federal Savings & Loan Association bearing date ~~the~~ January 5th- ~~thereof~~ - - - - - nineteen hundred and fifty-four and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 809, Folio 527, ~~and~~

Lot 79 Belvedere Heights-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 ~~as~~ do and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered in the presence of

Clara M. Smith

Walter S. Calwell (Seal)

(Seal)

(Seal)

Attest: Jos. T. Kozlosky
Assistant Secretary

NEW AMSTERDAM CASUALTY COMPANY
By, J. Lee Burgess
Vice-President

FILED
1956 NOV 20 AM 10:59

Approved this 20 day of Nov. 1956.
George J. Bramwell, Clerk.

LIBER 102 PAGE 236

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
THOMAS A. SUPIK, JR., AND EDITH V. SUPIK, his wife	:	(In Equity)

11,902

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated January 5th, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 809 folio 527 from said Thomas A. Supik, Jr., and Edith V. Supik, 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 MARYLAND GAZETTE" a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 20th day of November, 1956 at 3.35 P.M. attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County being known as Lot No. 79 on the Plat of Belvedere Heights, which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Cabinet 4, Rod C-5 Plat No. 6, more particularly and at length described in the aforementioned Mortgage and the attached advertisement of sale.

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

FILED

1956 NOV 28 AM 10:31

9

LIBER 102 PAGE 237

The property was sold to Baltimore Federal Savings and Loan Association, subject to the payment of an annual ground rent of Eighty-four ($84.00) Dollars, at and for the price of Eighty-seven Hundred ($8700.00) 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 26th day of November, 1956 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared 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

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 Thomas A. Supik, Jr., and Edith V. Supik, his wife to Baltimore Federal Savings and Loan Association, dated January 5th, 1954 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 809 folio 527 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Tuesday, Nov. 20th, 1956 at 3:35 P. M.

all that leasehold lot of ground situate and lying in Belvedere Heights, near Arnold, Anne Arundel County, Maryland, and described as follows:-

Being known and designated as Lot No. 70 on the Plat of Belvedere Heights, said Plat being dated February, 1953 and recorded among the Plat Records of Anne Arundel County on March 13, 1953 in Plat Cabinet 4, Rod G-5, Plat No. 6.

The improvements whereon consist of a 1½ story frame, 1 family bungalow, containing 4 rooms, 1 bath, unfinished attic, hot water, radiant panel, 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 in cash 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.
--N-8

LIBER 102 PAGE 238

ORDER NISI

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

THOMAS A. SUPIK, JR., AND
EDITH V. SUPIK, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,902 Equity

Ordered, this 28 day of November, 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 7 day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 7 day of January next.

The report states that the amount of sale was $8,700.00

George T. Cromwell, Clerk.

True Copy.

TEST: Clerk.

FILED
1956 NOV 28 AM 11:

(Final Order)

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

THOMAS A. SUPIK, JR., AND
EDITH V. SUPIK, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 8th day of January, 1957, that the sale made and reported by the Attorney aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson, Judge

FILED
1957 JAN -8 PM 3:42

//

LIBER 102 PAGE 239 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. 11,902 Equity
WALTER S. CALWELL
Attorney Named In Mortgage
versus
THOMAS A. SUPIK, JR.
AND
EDITH . SUPIK, HIS WIFE

Ordered, this 28 day of November, 1956, That the sale of 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 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 7 day of January next.

The report states that the amount of sale was $8,700.00.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

D-27

FILED

No. M.C. 9232 1957 JAN -5 AM 9:02

12

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 4, 1957

We hereby certify, that the annexed

Order Nisi Sale

Eq. 11,902

Thomas A. Supik, 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 7th day of January, 1957. The first insertion being made the 26th day of December, 1956

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

LIBER 102 PAGE 240

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
vs.
Thomas A. Supik
and
Edith V. Supik, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,902 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 4, 1957

All of which is respectfully submitted.

Laura K. Jacklung
Auditor.

FILED

1957 FEB -6 PM 12:37

C1

Dr. Walter S. Calwell, Attorney named in Mortgage, vs. Thomas A. Supik and Edith V. Supik, his wife in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	293	13	343	13
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	35	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
New Amsterdam Casualty Co. - bond premium	38	00		
E. T. Newell & Co. - auctioneer's fee	25	00		
One-half Federal documentary stamps	4	95		
One-half State documentary stamps	4	95		
Clara M. Link - notary fees	1	25	123	15
To Attorney for Ground Rent, viz:				
Semi-annual ground rent ($42.00) due 3/18/57 - 2 months 2 days	14	46	14	46
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	8,250	06	8,250	06
			8,782	30
Amount of mortgage claim filed	9,336	41		
Cr. Amount allowed above	8,250	06		
Balance subject to decree in personam	1,086	35		

14

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

1956						
Nov.	20	Proceeds of Sale	8,700	00		
		Interest on deferred payment to 1/9/57	71	05	8,771	05
		Refund 1956 State and County taxes 1 month 10 days	11	25	11	25
					8,782	30

LIBER 102 PAGE 243

ORDER NISI

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

Thomas A. Supik

and

Edith V. Supik, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,902 Equity.

ORDERED, This 6 day of February, 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 18th day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18th day of March next.

FILED 1957 FEB-6

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20th 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.

Benjamin Michaelson

Judge

FILED

1957 MAR 21 PM 12 20

16

LIBER 102 PAGE 244

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. 11,002 Equity

WALTER S. CALWELL, Attorney Named In Mortgage
Versus
THOMAS A. SUPIK And EDITH V. SUPIK, His Wife.

Ordered, this 6th day of February 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 18th d y of March next; Provided, a copy of this Order be inserted in some newspaped published in Anne Arundel County, once in each of three successful weeks before the 18th day of March next.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:

GEORGE T. CROMWELL, Clerk

F-28

FILED

1957 MAR 20 PM 2:11

No. M.G. 101-32

17

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 4, 1957

We hereby certify, that the annexed

Order Nisi Eq. 11,902

Auditor account.

Thomas A. Supik

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 March, 1957. The first insertion being made the 14th day of February, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel P. Tilghman

LIBER 102 PAGE 245

No. 11,904 Equity

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
LAWRENCE J. STADLER AND NAOMI M. STADLER, his wife	:	(In 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 Lawrence J. Stadler and Naomi M. Stadler, his wife to Baltimore Federal Savings and Loan Association, dated December 15th, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 803 folio 214.

Walter S. Calwell
Attorney Named in Mortgage

FILED
1956 OCT 19 AM 9:05

VA Form 4-6318 (Home Loan). Aug. 1953. Use optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to RFC Mortgage Co.

LIBER 803 PAGE 214

MARYLAND

No 11,904 Equity

MORTGAGE

THIS MORTGAGE, made this 15th day of December, A. D. 1953, by and between LAWRENCE J. STAILER and NAOMI M. STAILER, 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 Ninety-four hundred and No/100ths Dollars ($ 9400.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one half per centum (4½ %) per annum until paid, principal and interest being payable at the office of the said Mortgagee, in Baltimore City, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Fifty-two and 25/100ths Dollars ($ 52.25), commencing on the first day of January, 1954, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of December, 1978. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of One Dollar ($1) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey, and assign unto the Mortgagee, its successors and assigns, all the following described property in Anne Arundel County, in the State of Maryland, to wit:

BEING KNOWN AND DESIGNATED as Lot No. 55 on the Plat of Belvedere Heights, which Plat is dated February, 1953 and was recorded among the Plat Records of Anne Arundel County on March 13, 1953, in Plat Cabinet 4, Rod G-5, Plat No. 6.

BEING THE SAME lot of ground which by Assignment of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and assigned by Admiral Equipment Corporation to the within named Mortgagors.

FILED Plaintiff's Exh. A

1956 OCT 19 AM 9:05

* Delete italicized words if Mortgagee is not a building and loan association.

16—49890-6

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 [redacted]

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of Eighty-four Dollars, payable half-yearly on the 9th 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.

16—48830-8

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
EDMUND M. WARD

Lawrence J. Stadler [SEAL]
Lawrence J. Stadler

Naomi M. Stadler [SEAL]
Naomi M. Stadler

[SEAL]

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 15th day of December, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared LAWRENCE J. STADLER and NAOMI M. STADLER, 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
EDMUND M. WARD Notary Public.

Application No. 32003
Written by J.W.
Approved by Examiner
Ready for Record

Recorded: December 18, 1953 at 9 A.M.

STATE OF MARYLAND

Mortgage

FROM

LAWRENCE J. STADLER and

NAOMI M. STADLER, his wife,

TO

BALTIMORE FEDERAL SAVINGS

AND LOAN ASSOCIATION

Received for Record 18 Dec. 1953 at 9 o'clock A.M.
Same day recorded in Liber 214 No. 803 Folio 214 &c.,
one of the Land Records of A.A.Co.,
and examined per
JOHN H. HOPKINS, 3rd Clerk.
Cost of Record, $ 900 Pd

U. S. GOVERNMENT PRINTING OFFICE 16—49890-4

LIBER 102 PAGE 250

No. 11,904 Equity

MILITARY AFFIDAVIT

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 10th day of October 1956 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 Lawrence J. Stadler and Naomi M. Stadler, his wife against whom foreclosure proceedings were instituted 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, ~~xxxx~~

~~xxxxxxxx~~ ~~xxxxxxxx~~, and that the Affiant's source of information was the family of the Defendant

Walter S. Calwell

Walter S. Calwell

Clara M. Link

Clara M. Link - Notary Public

CLARA M. LINK NOTARY PUBLIC BALTIMORE CITY

FILED

1956 OCT 19 AM 9:05

6

LIBER 102 PAGE 251

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

LAWRENCE J. STADLER AND

NAOMI M. STADLER, his wife

IN THE

ANNE ARUNDEL

Circuit Court for ~~Baltimore~~ County

IN EQUITY.

11,904

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from the said Lawrence J. Stadler and Naomi M. Stadler, his wife

to Baltimore Federal Savings and Loan Association

dated the 15th day of December, 19 53, and recorded among the Land Records of ~~Baltimore~~ Anne Arundel County in Liber J.H.H. No. 803 Folio 214

Amount of Mortgage		$9400.00
Less - amount paid on principal		406.89
		8993.11
Plus - interest to 11/20/1956		393.63
		9386.74
Plus - overdraft in expense account		52.46
		9439.20

~~CITY~~

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

I HEREBY CERTIFY, that on this 19th day of November in the year nineteen hundred and fifty-six, before me, the subscriber a Notary Public of the State of Maryland, in and for ~~said City~~ of Baltimore, personally appeared Joseph M. Hisley, Vice President of Baltimore Federal Savings and Loan Association, holder of the Mortgage

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

Clara M. Link

Clara M. Link - Notary Public

FILED

1956 NOV 20 AM 10:59

~~Mortgage and~~ Attorney's Bond.

1-369

LIBER 102 PAGE 252

226001

New Amsterdam Casualty Company

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N. Y.

11,904 Equity

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 NINETY-FIVE HUNDRED AND 00/100 ($9500.00) 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 15th day of November 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 Lawrence J. Stadler and Naomi M. Stadler - his wife, to the Baltimore Federal Savings & Loan Association bearing date the 15th day of December nineteen hundred and fifty-six and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 803, Folio 214 ~~xxxx~~

is about to sell the land and premises described in said Mortgage, Lot 55 Belvedere Heights, Anne Arundel Co. Md. default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

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

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

Signed, Sealed and Delivered
in the presence of

Clara M. Link

Attest:

Jos. T. Kozlosky

Assistant Secretary - Jos. T. Kozlosky

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By G. Lee Burgess

Vice-President G. Lee Burgess

FILED

1956 NOV 20 AM 10:59

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

LIBER 102 PAGE 253

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
LAWRENCE J. STADLER AND NAOMI M. STADLER, his wife	:	(In Equity)

11,904

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated December 15th, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 803 folio 214 from said Lawrence J. Stadler and Naomi M. Stadler, 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 MARYLAND GAZETTE" a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 20th day of November, 1956 at 3.30 P.M. attend on the premises and then and there sold the property situate, lying and being in Anne Arundel County

being lot No. 55 on the Plat of Belvedere Heights, which Plat is duly recorded among the Land Recordsof Anne Arundel County in Plat Cabinet 4, Rod G-5, Plat No. 6, more particularly and at length described in the aforementioned Mortgage and the attached advertisement of sale.

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

FILED

1956 NOV 28 AM 10:31

9

LIBER 102 PAGE 254

The property was sold to Baltimore Federal Savings and Loan Association, subject to the payment of an annual ground rent of Eighty-four ($84.00) Dollars, at and for the sum of Nine Thousand ($9,000.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 26th day of November, 1956 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared 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

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 Lawrence J. Stadler and Naomi M. Stadler, his wife to Baltimore Federal Savings and Loan Association, dated December 15th, 1953 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 803 folio 214 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Tuesday, Nov. 20th, 1956 at 3:30 P. M.

all that leasehold lot of ground situate and lying in Belvedere Heights, near Arnold, Anne Arundel County, Maryland, and described as follows:-

Being known and designated as Lot No. 55 on Plat of Belvedere Heights, which Plat is dated February, 1953 and was recorded among the Land Records of Anne Arundel County, on March 13, 1953, in Plat Cabinet 4, Rod G-5, Plat No. 6.

Subject to the payment of an annual ground rent of $84.00, and to any restrictive covenants and/or Utility Agreements, of record, affecting the property.

The improvements whereon consist of a 1½ story frame, 1 family bungalow, consisting of 4 rooms, 1 bath, hot water, radiant panel, gas fired heat, unfinished attic.

TERMS OF SALE:- A cash deposit of $500.00 will be required of the purchaser at the time of sale, balance of purchase money in cash 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.

N-15

10

LIBER 102 PAGE 255

ORDER NISI

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

LAWRENCE J. STADLER AND
NAOMI M. STADLER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,904 Equity

Ordered, this 28 day of November, 19 56, 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 7 day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 7 day of January next.

The report states that the amount of sales was $ 9,000.00

George T. Cromwell Clerk.

1956 NOV 28 AM 11:21 FILED

True Copy,

TEST: Clerk.

(Final Order.)

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

LAWRENCE J. STADLER AND
NAOMI M. STADLER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 8th day of January, 19 57 that the sale made and reported by the Attorney aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

FILED
1957 JAN -8 PM 3:42

LIBER 102 PAGE 256 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. 11,904 Equity
WALTER S. CALWELL
Attorney Named In Mortgage
versus
LAWRENCE J. STADLER
AND
NAOMI M. STADLER, His Wife

Ordered, this 28 day of November, 1956, That the sale of the Property in these Proceedings mentioned, made and reported by Walter S. Calwell, Attorney Named in Mortgege, BE RATIFIED AND CONFIRMED, unless cause to the contrary therof be shown on or before the 7 day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 7 day of January next.

The report states that the amount of sale was $9,000.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

D-27

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 4, 1957

We hereby certify, that the annexed

Order Nisi Sale

Eq. 11,904

Lawrence J. Stadler

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, 1957. The first insertion being made the 6th day of December, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

1957 JAN -5 AM 9:02

No. M.G. 9239

12

LIBER 102 PAGE 257

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
vs.
Lawrence J. Stadler
and
Naomi M. Stadler, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,904 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 4, 1957

All of which is respectfully submitted.

Laura K. Jacklung
Auditor.

FILED

1957 FEB -6 PM 12:38

13

Dr. Walter S. Calwell, Attorney named in Mortgage vs. Lawrence J. Stadler and Naomi M. Stadler, his wife in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	302	21	352	21
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	37	52		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
New Amsterdan Casualty Co. - bond premium	38	00		
E. T. Newell & Co. - auctioneer's fee	25	00		
One-half Federal documentary stamps	4	95		
One-half State documentary stamps	4	95		
Clara M. Link - notary fees	1	25	125	67
To Attorney for Ground Rent, viz:				
Semi-annual ground rent ($42.00) due 11/9/56 - 11 days	2	53	2	53
To Baltimore Federal Savings & Loan Ass'n mortgagee - this balance on account mortgage claim	8,555	41	8,555	41
			9,087	32
Amount of mortgage claim filed	9,439	20		
Cr. Amount allowed above	8,555	41		
Balance subject to decree in personam	883	79		

14

with

Walter S. Calwell, Attorney named in Mortgage

Cr.

1956						
Nov.	20	Proceeds of Sale	9,000	00		
		Interest on deferred payment to 1/9/57	73	50	9,073	50
		Refund 1956 State and County taxes 1 month 10 days	13	82	13	82
					9,087	32

15

ORDER NISI

LIBER 102 PAGE 260

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

Lawrence J. Stadler

and

Naomi M. Stadler, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,904 Equity.

ORDERED, This 6 day of February, 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 18 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 18 day of March next.

FILED 1957 FEB 6

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20th 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.

Benjamin Michaelson

Judge

FILED

1957 MAR 21 PM 12 20

16

LIBER 102 PAGE 261

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. 11,904 Equity

WALTER S. CALWELL, Attorney Named In Mortgage

Versus

LAWRENCE J. STADLER And NAOMI M. STADLER, His Wife.

Ordered, this 6th day of February, 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 18th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18th day of March next.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:

GEORGE T. CROMWELL, Clerk

F-28

17

FILED

1957 MAR 20 PM 2 11

No. M.G.

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 4, 1957

We hereby certify, that the annexed

Order Nisi Eq. 11,904

Auditor account

Lawrence J. Stadler

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 March, 1957. The first insertion being made the 14th day of February, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel P. Tilghman

LIBER 102 PAGE 262

IN THE MATTER OF THE MORTGAGED REAL ESTATE : No. 11,762 Equity
OF MICHAEL P. WAGNER AND GERALDINE N. WAGNER, : In the Circuit Court for
HIS WIFE : Anne Arundel County

Mr. Clerk,

Please docket the above proceedings and file the original mortgage herewith.

William W. Townshend, Jr., Attorney

FILED
1956 MAY 31 PM 3:50

LIBER 102 PAGE 263

LIBER 900 PAGE 499

PURCHASE MONEY

11762 Equity

This Mortgage,

made this 2nd day of ~~January~~ February,

in the year one thousand nine hundred and fifty-five, between Michael P. Wagner and Geraldine N. Wagner, his wife, of Anne Arundel Co., in the State of Maryland, hereinafter called Mortgagors, and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND, a body corporate, duly incorporated, hereinafter called Mortgagee.

WHEREAS the said Mortgagee has this day loaned to the said Mortgagors the sum of

SEVEN THOUSAND DOLLARS - ($7,000.00)

Dollars, being a part of the purchase money for the property herein described, which said sum the said Mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 6 % per annum, in the manner following:

By the payment of SIXTY DOLLARS - - - - - - - - - - - - - - - - - - - ($60.00) Dollars plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments for which the property hereinafter described may be legally liable on or before the day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

The said installment payments may be applied by the Mortgagee in the following order:

FIRST: To the payment of interest;

SECOND: To the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, insurance premiums and other charges affecting the hereinafter described premises;

THIRD: Towards the payment of the aforesaid principal sum;

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

And the said Mortgagors shall have the right to pay all or any additional part of the principal on any monthly installment payment date and interest shall abate on any amount so paid on the principal.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

NOW, THEREFORE THIS MORTGAGE WITNESSETH, that in consideration of the premises and of one dollar, the said mortgagors do grant, convey and assign unto said Mortgagee, its successors and assigns, all that lot of ground situate and lying in ~~Fourth~~ Second Election District, Anne Arundel County, State of Maryland and described as follows:

BEGINNING for the same at a pipe on the east side of the Generals Highway, said pipe being the following two courses and distances from a pipe found at the southwest corner of the conveyance to Addie Pumphrey recorded among the Land Records of Anne Arundel County in Liber FAM 189, Folio 325; South 04° 38' West, 142 ft. and South 0° 41' East, 158 ft. to said beginning point; and running from thence through a 2.45 acre tract conveyed by James Rudolph Wilson, unmarried, to August W. Schnepfe and wife by deed dated October 13, 1954 and recorded among the Land Records of Anne Arundel County in Liber JHH 871, Folio 249, North 79° 10' East, 269.7 ft.; thence South 57° 46' West, 313.3 ft. to a stone found in the South 58° 30' West, 4582.5 ft. line of the second parcel of the conveyance from M. F. Rosen to Joshua V. Colvin, by deed dated April 11, 1933 and recorded among said Land Records in Liber FAM 158, Folio 165; thence continuing South 57° 46' West, 7.2 ft. to a pipe set on the east side of the Generals Highway; thence with the same, North 0° 41' West, 116.38 ft. to the place of beginning. Containing 0.35 acres, more or less, and being Lot D of the Schnepfe property, and further being the same property conveyed to the within-named Michael P. Wagner by August W. Schnepfe and Katherine L. Schnepfe, his wife, by deed dated December 29, 1954 and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

FILED

1956 MAY 31 PM 3:50

This loan was made upon the distinct understanding and agreement between the parties hereto that the following items, if any, shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz.: garages; all bathroom accessories, such as tub, lavatory, closet combination, built-in medicine cabinets; all kitchin accessories, such as sink, built-in kitchin units, gas ranges, coal ranges; all cellar accessories, such as laundry trays, heating plant complete with its boiler, radiators, hot water heaters, oil burner, oil tank and circulators, built-in club room with its appurtenances; built-in radio antenna; all lighting fixtures; built-in mantels; and screens for windows and doors. The aforegoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the mortgagee as a part of mortgagee's security.

Together with the improvements thereon, and the rights and appurtenances thereto belonging or appertaining.

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns, in fee simple.

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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 with the said Mortgagee, its successors or assigns, as follows:

I. To repay the indebtedness, together with interest, as herein provided.

II. To keep the buildings on the premises insured against loss by fire and such other hazards as the Mortgagee may require for the benefit of the Mortgagee in some company acceptable to the Mortgagee, to the extent of its lien thereon, and to deliver the policy to the Mortgagee.

III. Not to remove or demolish any buildings now on the premises and to keep improvements in as good order and repair as at the present time.

IV. To pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable: the Mortgagee being authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of 6% per annum from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest theron.

V. That the holder of this mortgage in any action to forclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

VI. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the Mortgagor s , by voluntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the Mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided, at the option of the Mortgagee.

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the aforegoing covenants for thirty days.

And it is agreed that until default is made, the said Mortgagors , his, her or their heirs, personal representatives or assigns may retain posssession of the mortgaged property.

And the said Mortgagor s consent that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Sections 720 to 732, inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898 — or any amendments additions, or supplement thereto — or this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said Mortgagee, its successors or assigns, or by William W. Townshend, Jr., its duly constituted Attorney or Agent, under, Article 66, Sections 6 to 10, inclusive of the Maryland Code (1939) Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages; and the sale shall be made after giving twenty days' notice of the time, place, manner, and terms of sale in some newspaper printed in the County or City in which the land is situate; and the party selling may also give such other notice as he may deem expedient, and the terms of sale may be all cash upon ratificarion of the sale or such other terms as the party selling may deem expedient. And upon any sale of said property, under the assent to decree or the powers herein granted, the proceeds shall be applied as follows:

First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property equal to the commission usually allowed Trustees for making sale of similiar property by virtue of a decree of a Court having equity jurisdiction, and a reasonable Attorney's fee to the Attorney conducting the foreclosure proceedings, but not less than one hundred dollars;

Second, to the extinguishment of all claims of the Mortgagee, its successors or assigns; and

Third, the balance if any, to the said Mortgagor s , his, her or their heirs, personal representatives or assigns.

Half of such commissions and all such expenses and costs shall be paid by the Mortgagor s or his, her or their heirs, personal representatives or assigns in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

The said Mortgagor s covenant to warrant specially said lot of ground and to execute such other assurances thereof as may be requisite.

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

WITNESS:

E. J. Madill
E J. MADILL

Michael P. Wagner (SEAL)
Michael P. Wagner

Geraldine N. Wagner (SEAL)
Geraldine N. Wagner

(SEAL)

4

LIBER 102 PAGE 266 LIBER 900 PAGE 502

Washington, District of Columbia
~~State of Maryland, Anne Arundel County~~, to wit:

I HEREBY CERTIFY, that on this 2nd day of ~~January~~ February

in the year one thousand, nine hundred and fifty-five, before me, the subscriber, a Notary Public of ~~the State of Maryland, in and for said County~~ Washington, District of Columbia personally appeared Michael P. Wagner and Geraldine N. Wagner, his wife, the above named Mortgagors satisfactorily proven to be the persons whose names are subscribed to the within Mortgage, and acknowledged that they executed the same for the purposes therein contained, and also they acknowledged the foregoing Mortgage to be their act. At the same time also appeared ROBERT C. WARD, President of said Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

E. J. Madill
NOTARY PUBLIC
E. J. MADILL

My Commission ~~Expires~~ Feb. 28, 1955

Recorded: Feb. 3, 1955 at 1 P.M.

WM. W. TOWNSHEND, JR.
Attorney
TOWNS-WORTH BLDG.
ANNAPOLIS, MD.

PURCHASE MONEY

MORTGAGE

FROM

MICHAEL P. WAGNER AND

GERALDINE N. WAGNER, HIS WIFE

TO

UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

Received for record Feb 3 19 55 at 1:00 o'clock P M.
Same day recorded in Liber 900 No. 499 folio 499 &c. one of the Land Records of Anne Arundel County
and examined per JOHN H. HOPKINS, Jr.
Clerk.
Cost of Record $ 5.00

LIBER 102 PAGE 267

A T T O R N E Y ' S S A L E

of

11762 Equity

VALUABLE IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Michael P. Wagner and Geraldine N. Wagner, his wife, dated February 2, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 900, Folio 499, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, JULY 3, 1956

at 11 o'clock A.M.

All that tract or parcel of ground situate, lying and being in the Second Election District of Anne Arundel County, near Dorr's Corner, more particularly described as follows:

Beginning for the same at a pipe on the east side of the General's Highway, said pipe being the following two courses and distances from a pipe found at the southwest corner of the conveyance to Addie Pumphrey recorded among the Land Records of Anne Arundel County in Liber F.A.M. 189, Folio 325: South 04 degrees 38 minutes West, 142 feet and South 0 degrees 41 minutes East, 158 feet to said beginning point; and running from thence through a 2.45 acre tract conveyed by James Rudolph Wilson, unmarried, to August W. Schnepfe and wife by deed dated October 13, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 871, Folio 249, North 79 degrees 10 minutes East, 269.7 feet; thence South 57 degrees 46 minutes West, 313.3 feet to a stone found in the South 58 degree 30 minutes West, 4582.5 foot line of the second parcel of the conveyance from M. F. Rosen to Joshua V. Colvin, by deed dated April 11, 1933 and recorded among said Land Records in Liber F.A.M. 158, Folio 165; thence continuing South 57 degrees 46 minutes West, 7.2 feet to a pipe set on the east side of the General's Highway; thence with the same, North 0 degrees 41 minutes West, 116.38 feet to the place of beginning. Containing 0.35 acres, more or less, and being Lot D of the Schnepfe property, and being the same property conveyed unto Michael P. Wagner by August W. Schnepfe and Katherine L. Schnepfe, his wife, by deed dated December 29, 1954 and recorded among the aforesaid Land Records in Liber J.H.H. 900, Folio 497.

Improved by a one-story ranch type dwelling with full basement, with modern conveniences.

TERMS OF SALE: A cash deposit of $1,000.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

William W. Townshend, Jr., Attorney
Towns-Worth Building, South Street
Annapolis, Maryland

- -

Robert Campbell, Auctioneer

Maryland Gazette Press
June 7, 14, 21 and 28, 1956

FILED

1956 MAY 31 PM 3:50

6

LIBER 102 PAGE 268

In the Matter of the	:	No. 11762 Equity
Mortgaged Real Estate	:	IN THE
of MICHAEL P. WAGNER and	:	CIRCUIT COURT
GERALDINE N. WAGNER, his wife	:	FOR
	:	ANNE ARUNDEL COUNTY

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 William W. Townshend, Jr., Attorney for United Federal Savings and Loan Association of Glen Burnie, and made oath in due form of law that he knows the defendants herein, and that to the best of his information, knowledge and belief

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

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

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

(4) said defendants are not members of the Enlisted Reserve Corps who have been ordered to report for military service.

William W. Townshend, Jr.
Affiant

Subscribed and sworn to before me this 4th day of June, 1956.

Alice Gary
Alice Gary, Notary Public

My commission expires 5/6/57

ALICE GARY NOTARY PUBLIC ANNE ARUNDEL CO. MD.

FILED
1956 JUN -4 AM 10:54

In the Matter of the	:	No. 11,762 Equity
Mortgaged Real Estate	:	IN THE
of Michael P. Wagner and	:	CIRCUIT COURT
Geraldine N. Wagner, his wife	:	FOR
	:	ANNE ARUNDEL COUNTY

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Michael P. Wagner and Geraldine N. Wagner, his wife, to United Federal Savings and Loan Association of Glen Burnie, dated February 2, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 900, Folio 499		$7,000.00
Plus Debit Expense Account.		7.40
		$7,007.40
Interest February 2, 1955 to June 30, 1956	$560.00	
Interest June 30, 1956 to July 3, 1956	3.50	563.50
		$7,570.90

William W. Townshend, Jr.
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 15th day of June, 1956, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and made oath in due form of law that the above Statement of Mortgage Claim is true to the best of his knowledge and belief.

WITNESS my hand and Notarial seal.

Alice Gary
Alice Gary, Notary Public

ALICE GARY NOTARY PUBLIC ANNE ARUNDEL CO.

FILED
1956 JUN 22 PM 12:01

8

Trustee's Bond LIBER 102 PAGE 270 1407

KNOW ALL MEN BY THESE PRESENTS:

THAT WE WILLIAM W. TOWNSHEND, JR., Towns-Worth Building, Annapolis, Maryland as principal, and INDEMNITY INSURANCE COMPANY OF NORTH AMERICA a corporation of the State of Pennsylvania, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of TWELVE THOUSAND FIVE HUNDRED AND 00/100--($12,500.00) 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 2nd day of July in the year of our Lord one thousand nine hundred and fifty-six.

WHEREAS, the above bounden WILLIAM W. TOWNSHEND, JR. by virtue of a decree of the Honorable Judge of the Circuit Court of ~~Baltimore City~~ Anne Arundel County, has been appointed trustee to sell Property situated at Lot D, East Side of General's Highway, Second Election District, Anne Arundel County, Maryland mentioned in the proceedings in the case of United Federal Savings & Loan Association

vs.

Michael P. Wagner and Geraldine N. Wagner

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN WILLIAM W. TOWNSHEND, JR. do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law

Signed, sealed and delivered in the presence of

William A. Willis

WILLIAM W. TOWNSHEND, JR. (SEAL)

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA (SEAL)

BY: D. Van Norman, Jr. (SEAL)
D. Van Norman, Jr.
Attorney-in-Fact

State of Maryland, ~~Baltimore City~~ Anne Arundel County, *sct:*

KNOW ALL MEN BY THESE PRESENTS: That the INDEMNITY INSURANCE COMPANY OF NORTH AMERICA a corporation of the State of Pennsylvania does hereby constitute and appoint D. Van Norman, Jr.

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

WITNESS the seal of the said INDEMNITY INSURANCE COMPANY OF NORTH AMERICA duly affixed by its Vice-President and attested by its Assistant Secretary, this 2nd day of July, 1956.

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA

By: R. S. Robins
Vice President

ATTEST: Carroll W. Laird
Assistant Secretary

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

2nd July, 1956

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA

Carroll W. Laird
Assistant Secretary

Bond approved this 2nd of July 1956
George L. Cromwell

FILED
1956 JUL -2 AM 10:44

Robert Campbell - - - - - - - - - - - - - - - - - - - Auctioneer

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

Under and by virtue of a power of sale contained in a mortgage from Michael P. Wagner and Geraldine N. Wagner, his wife, dated February 2, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 900, Folio 499, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Tuesday, July 3, 1956

at 11 o'clock, A. M.

All that tract or parcel of ground situate, lying and being in the Second Election District of Anne Arundel County, near Dorr's Corner, more particularly described as follows:

Beginning for the same at a pipe on the east side of the General's Highway, said pipe being the following two courses and distances from a pipe found at the southwest corner of the conveyance to Addie Pumphrey recorded among the Land Records of Anne Arundel County in Liber F.A.M. 189, Folio 325: South 04 degrees 38 minutes West, 142 feet and South 0 degrees 41 minutes East, 158 feet to said beginning point; and running from thence through a 2.45 acre tract conveyed by James Rudolph Wilson, unmarried, to August W. Schnepfe and wife by deed dated October 13, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 871, Folio 249, North 79 degrees 10 minutes East, 269.7 feet; thence South 57 degrees 46 minutes West, 313.3 feet to a stone found in the South 58 degree 30 minutes West, 4582.5 foot line of the second parcel of the conveyance from M. F. Rosen to Joshua V. Colvin, by deed dated April 11, 1933 and recorded among said Land Records in Liber F.A.M. 158, Folio 165; thence continuing South 57 degrees 46 minutes West, 7.2 feet to a pipe set on the east side of the General's Highway; thence with the same, North 0 degrees 41 minutes West, 116.38 feet to the place of beginning. Containing 0.35 acres, more or less, and being Lot D of the Schnepfe property, and being the same property conveyed unto Michael P. Wagner by August W. Schnepfe and Katherine L. Schnepfe, his wife, by deed dated December 29, 1954 and recorded among the aforesaid Land Records in Liber J.H.H. 900, Folio 497.

Improved by a one-story ranch type dwelling with full basement with modern conveniences.

TERMS OF SALE: A cash deposit of $1,000.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

WILLIAM W. TOWNSHEND, JR.,
Attorney, Towns-Worth Building,
South Street, Annapolis, Md.

FILED
1956 JUL -5 PM 12:08

LIBER 102 PAGE 272

Annapolis, Md.
July 3, 1956

This is to certify that I have this third day of July, 1956, sold the property described herein, designated as Lot D of the Schnepfe property, near Dorr's Corner, Anne Arundel County, Maryland, unto

THE J. F. JOHNSON LUMBER COMPANY

at and for the price of NINE THOUSAND DOLLARS - - - - - - - - ($9,000.00)

being then and there the highest bidders therefor.

Robert H. Campbell

Annapolis, Md.
July 3, 1956

I hereby certify that I have this third day of July, 1956, purchased the property described herein, known as Lot D of the Schnepfe Property, near Dorr's Corner, Anne Arundel County, Maryland, from William W. Townshend, Jr., Attorney, at and for the sum of

NINE THOUSAND DOLLARS - - - - - - - - - - - - - - - - - - ($9,000.00)

and I do hereby agree to comply with the terms of said sale.

The J. F. Johnson Lbr. Co.

by: C. Carroll Lee
C. Carroll Lee - Vice. President

FILED

1956 JUL -5 PM 12:08

In the Matter of the Mortgaged Real Estate of	:	Equity No. 11,762
Michael P. Wagner and Geraldine N. Wagner,	:	In the Circuit Court for
his wife	:	Anne Arundel County

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of William W. Townshend, Jr., Attorney named in the Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a mortgage from Michael P. Wagner and Geraldine N. Wagner, his wife, to United Federal Savings and Loan Association of Glen Burnie, dated February 2, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 900, Folio 499, the said William W. Townshend, Jr., Attorney named in the aforesaid mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette Press, a newspaper published in Anne Arundel County, 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 at public auction, on the premises, on Tuesday, July 3, 1956, at 11 o'clock A.M., and then and there sold the said property unto The J. F. Johnson Lumber Company, a body corporate, at and for the sum of Nine Thousand Dollars ($9,000.00), being at that figure the highest bidder therefor, said property described as follows:

ALL that tract or parcel of ground situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland, near Dorr's Corner, as follows: Beginning for the same at a pipe on the east side of the General's Highway, said pipe being the following two courses and distances from a pipe found at the southwest corner of the conveyance to Addie Pumphrey recorded among the Land Records of Anne Arundel County in Liber F.A.M. 189, Folio 325; South 04° 38' West, 142 ft. and South 0° 41' East, 158 ft. to said

FILED
1956 JUL -5 PM 12:08

12

beginning point, and running from thence through a 2.45 acre tract conveyed by James Rudolph Wilson, unmarried, to August W.Schnepfe and wife by deed dated October 13, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 871, Folio 249, North 79° 10' East, 269.7 ft.; thence South 57° 46' West, 313.3 ft. to a stone found in the South 58° 30' West, 4582.5 ft. line of the second parcel of the conveyance from M. F. Rosen to Joshua V. Colvin, by deed dated April 11, 1933 and recorded among said Land Records in Liber F.A.M. 158, Folio 165; thence continuing South 57° 46' West, 7.2 ft. to a pipe set on the east side of the General's Highway; thence with the same, North 0° 41' West, 116.38 ft. to the place of beginning. Containing 0.35 acre, more or less, and being Lot D of the Schnepfe property.

And the said Attorney further reports that he has received from the said purchaser a deposit as required by the terms of said sale and has also required the purchaser's agreement to comply with the terms of sale; which are as follows: TERMS OF SALE: A cash deposit of $1,000.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

Respectfully submitted,

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

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 5th day of July, 1956, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in the Mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

WITNESS my hand and Notarial seal.

ALICE CARY NOTARY PUBLIC ANNE ARUNDEL CO., MD.

Alice Gary
Alice Gary, Notary Public

13

LIBER 102 PAGE 275

ORDER NISI

In the Matter of the
Mortgaged Real Estate of
~~XXXXXX~~
Michael P. Wagner and
Geraldine N. Wagner, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 11,762 Equity

Ordered, this 5 day of July, 19 56, That the sale of the Property in these Proceedings mentioned, made and reported by William W. Townshend, Jr., Attorney named in Mortgage, ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 13 day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 13 day of August next.

The report states that the amount of sale ~~XXXXX~~ was $ 9,000.00.

George T. Cromwell, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Filed 5 July, 1956, at 12:08 P.M.

In the Matter of the
Mortgaged Real Estate of
~~XXXXXX~~
Michael P. Wagner and
Geraldine N. Wagner, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
Term, 19

ORDERED BY THE COURT, This 2nd day of August, 1956, that the sale made and reported by the ~~Trustee~~ Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

14

LIBER 102 PAGE 276 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. 11,702 Equity

In The Matter Of The Mortgaged Real Estate Of MICHAEL P. WAGNER and GEBALDINE N. WAGNER, his wife.

Ordered, this 5th day of July, 1956, That the sale of the Property in these Proceedings mentioned, made and reported by William W. Townshend, Jr., Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 13th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 13th day of August next.

The report states that the amount of sale was $0.000.00.

GEORGE T. CROMWELL, Clerk.

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

a-2

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 13, 1956

We hereby certify, that the annexed

Order Nisi Sale

Eq. 11,702

Michael P. Wagner

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 13th day of August, 1956. The first insertion being made the 12th day of July, 1956

THE CAPITAL-GAZETTE PRESS, INC.

By D. Tilghman

FILED

No. M.G. 7295 1956 AUG 14 AM 10:43

15

In the Case of

In the Matter of the
Mortgaged Real Estate
of ~~his~~
Michael P. Wagner
and
Geraldine N. Wagner, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,762 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.

September 5, 1956

All of which is respectfully submitted.

Laura R. Jicklong
Auditor.

FILED
1956 SEP -6 PM 3:55

16

Dr.

In the Matter of the Mortgaged Real Estate of Michael P. Wagner and Geraldine Wagner, his wife

in ac.

To Attorney for Commissions, viz:	300	00		
To Attorney for Fee, viz:	100	00	400	00
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	41	00		
Auditor - stating this account	18	00		
			69	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	52	52		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct) 2	6	00		
Speer Publications, Inc. - handbills	11	03		
Indemnity Insurance Co. of N.A. - bond premium	35	00		
Robert H. Campbell - auctioneer's fee	50	00		
One-half Federal documentary stamps	4	95		
One-half State documentary stamps	4	95		
Alice Gary - notary fees	1	50	173	95
To Attorney for Taxes, viz:				
1956 State and County taxes ($124.21) - adjusted to 7/3/56 - 185 days	62	90	62	90
To United Federal Savings & Loan Ass'n of Glen Burnie, mortgagee - in full for mortgage claim filed	7,570	90	7,570	90
To The J. F. Johnson Lumber Co., lienor - this balance on account mechanic's lien claim (Order 8/29/56)	723	25	723	25
			9,000	00
Amount of Mechanic's Lien Claim Filed	4,263	77		
Interest thereon from 5/18/55 to 7/3/56	287	80		
Court costs	10	50		
Total debt	4,562	07		
Cr. Amount allowed above	723	25		
Balance due	3,838	82		

17

with

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

Cr.

1956				
July	3	Proceeds of Sale (cash)	9,000 00	9,000 00
				9,000 00

LIBER 102 PAGE 280

ORDER NISI

In the Matter of the Mortgaged Real Estate of

~~VERSUS~~

Michael P. Wagner and N. Geraldine Wagner, his wife

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 11,762 Equity.

ORDERED, This 6 day of September, 19 56, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 15th day of October next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15th day of October next.

George D. Cromwell, Clerk

Filed 1956 Sept. 6 P.M. 3:55

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 16th day of October, 1956, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ Collector apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge.

FILED Oct 16, 1956

I.T

LIBER 102 PAGE 281

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. 11,762 Equity

In The Matter Of The Mortgaged Real Estate Of MICHAEL P. WAGNER and GERALDINE N. WAGNER, his wife.

Ordered, this 6th day of September, 1956, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 15th day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15th day of October next.

GEORGE F. CROMWELL, Clerk.

True Copy, TEST:

GEORGE F. CROMWELL, Clerk.

S-27

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 15, 1956

We hereby certify, that the annexed Order Nisi - Aud. Acct. Equity 11762 Michael P. Wagner

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 15th day of October, 1956. The first insertion being made the 13th day of September, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

No. M.G. 5233

FILED
1956 OCT 16 AM 9:16

LIBER 102 PAGE 282

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF : No. 11,763 Equity

MICHAEL P. WAGNER AND GERALDINE N. WAGNER, : In the Circuit Court for

HIS WIFE : Anne Arundel County

Mr. Clerk,

Please docket the above proceedings and file the original mortgage herewith.

William W. Townshend, Jr., Attorney

FILED

1956 MAY 31 PM 3:50

11 763
Equity

LIBER 102 PAGE 283

LIBER 900 PAGE 493

PAID

PURCHASE MONEY

This Mortgage,

made this 2nd day of ~~January~~ February,

in the year one thousand nine hundred and fifty-five, between Michael P. Wagner and Geraldine N. Wagner, his wife, of Anne Arundel Co., in the State of Maryland, hereinafter called Mortgagors, and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND, a body corporate, duly incorporated, hereinafter called Mortgagee.

WHEREAS the said Mortgagee has this day loaned to the said Mortgagors the sum of

SEVEN THOUSAND DOLLARS - ($7,000.00)

Dollars, being a part of the purchase money for the property herein described, which said sum the said Mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 6 % per annum, in the manner following:

By the payment of SIXTY DOLLARS - - - - - - - - - - - - - - - - - - - ($60.00) Dollars plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments for which the property hereinafter described may be legally liable on or before the day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

The said installment payments may be applied by the Mortgagee in the following order:

FIRST: To the payment of interest;

SECOND: To the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, insurance premiums and other charges affecting the hereinafter described premises;

THIRD: Towards the payment of the aforesaid principal sum;

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

And the said Mortgagors shall have the right to pay all or any additional part of the principal on any monthly installment payment date and interest shall abate on any amount so paid on the principal.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

NOW, THEREFORE THIS MORTGAGE WITNESSETH, that in consideration of the premises and of one dollar, the said mortgagors do grant, convey and assign unto said Mortgagee, its successors and assigns, all that lot of ground situate and lying in

~~Fourth~~ SECOND Election District, Anne Arundel County, State of Maryland and described as follows:

BEGINNING for the same at a pipe on the east side of the Generals Highway, said pipe being the following two courses and distances from a pipe found at the southwest corner of the conveyance to Addie Pumphrey, recorded among the Land Records of Anne Arundel County in Liber FAM 189, Folio 325; South 04° 38' West, 142 ft. and South 0° 41' East, 58 ft. to said beginning point; and running from thence through a 2.45 acre tract conveyed by James Rudolph Wilson, unmarried, to August W. Schnepfe and wife, by deed dated October 13, 1954 and recorded among said Land Records in Liber JHH 871, Folio 249, North 89° 29' East, 350.67 ft.; thence South 57° 46' West, 100 ft.; thence recrossing said 2.45 acre tract, South 79° 10' West, 269.7 ft. to a pipe on the east side of the Generals Highway; thence with the same, North 0° 41' West, 100 ft. to the place of beginning. Containing 0.51 acres, more or less, and being known as Lot C of the August Schnepfe property, and further being the same property conveyed to Michael P. Wagner by August W. Schnepfe and Katherine L. Schnepfe, his wife, by deed dated December 29, 1954 and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

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FILED

1956 MAY 31 PM 3:50

This loan was made upon the distinct understanding and agreement between the parties hereto that the following items, if any, shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz.: garages; all bathroom accessories, such as tub, lavatory, closet combination, built-in medicine cabinets; all kitchin accessories, such as sink, built-in kitchin units, gas ranges, coal ranges; all cellar accessories, such as laundry trays, heating plant complete with its boiler, radiators, hot water heaters, oil burner, oil tank and circulators, built-in club room with its appurtenances; built-in radio antenna; all lighting fixtures; built-in mantels; and screens for windows and doors. The aforegoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the mortgagee as a part of mortgagee's security.

Together with the improvements thereon, and the rights and appurtenances thereto belonging or appertaining.

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns, in fee simple.

If, however the said Mortgagor s , his, her or their heirs, personal representatives or assigns, shall make the payments and perform the covenants herein on his, her or their part contained, then this mortgage shall be void.

And the said Mortgagor s , for themselves, their heirs, personal representatives or assigns, covenant with the said Mortgagee, its successors or assigns, as follows:

I. To repay the indebtedness, together with interest, as herein provided.

II. To keep the buildings on the premises insured against loss by fire and such other hazards as the Mortgagee may require for the benefit of the Mortgagee in some company acceptable to the Mortgagee, to the extent of its lien thereon, and to deliver the policy to the Mortgagee.

III. Not to remove or demolish any buildings now on the premises and to keep improvements in as good order and repair as at the present time.

IV. To pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable: the Mortgagee being authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of 6% per annum from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest theron.

V. That the holder of this mortgage in any action to forclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

VI. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the Mortgagor s , by voluntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the Mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided, at the option of the Mortgagee.

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the aforegoing covenants for thirty days.

And it is agreed that until default is made, the said Mortgagor s , his, her or their heirs, personal representatives or assigns may retain posssession of the mortgaged property.

And the said Mortgagor s consent that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Sections 720 to 732, inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898 — or any amendments additions, or supplement thereto — or this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said Mortgagee, its successors or assigns, or by William W. Townshend, Jr., its duly constituted Attorney or Agent, under, Article 66, Sections 6 to 10, inclusive of the Maryland Code (1939) Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages; and the sale shall be made after giving twenty days' notice of the time, place, manner, and terms of sale in some newspaper printed in the County or City in which the land is situate; and the party selling may also give such other notice as he may deem expedient, and the terms of sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient. And upon any sale of said property, under the assent to decree or the powers herein granted, the proceeds shall be applied as follows:

First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property equal to the commission usually allowed Trustees for making sale of similiar property by virtue of a decree of a Court having equity jurisdiction, and a reasonable Attorney's fee to the Attorney conducting the foreclosure proceedings, but not less than one hundred dollars;

Second, to the extinguishment of all claims of the Mortgagee, its successors or assigns; and

Third, the balance if any, to the said Mortgagor s , his, her or their heirs, personal representatives or assigns.

Half of such commissions and all such expenses and costs shall be paid by the Mortgagor s or his, her or their heirs, personal representatives or assigns in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

The said Mortgagor s covenant to warrant specially said lot of ground and to execute such other assurances thereof as may be requisite.

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

WITNESS:

E. J. Madill
E. J. MADILL

Michael P. Wagner (SEAL)
Michael P. Wagner

Geraldine N. Wagner (SEAL)
Geraldine N. Wagner

(SEAL)

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LIBER 102 PAGE 286

LIBER 900 PAGE 496

Washington, District of Columbia
~~State of Maryland, Anne Arundel County~~, to wit:

I HEREBY CERTIFY, that on this ~~2nd~~ 2nd day of ~~January~~ February

in the year one thousand, nine hundred and fifty-five, before me, the subscriber, a Notary Public of ~~the State of Maryland, in and for Anne Arundel County~~ Washington, District of Columbia personally appeared Michael P. Wagner and Geraldine N. Wagner, his wife, , the above named Mortgagor s satisfactorily proven to be the person s whose names are subscribed to the within Mortgage, and acknowledged that they executed the same for the purposes therein contained, and also they acknowledged the foregoing Mortgage to be their act. At the same time also appeared ROBERT C. WARD, President of said Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal

E. J. Madill
NOTARY PUBLIC
E. J. MADILL

My Commission expires ~~My Commission Expires Feb. 28, 1955~~

Recorded: Feb. 3, 1955 at 1 P.M.

WM. W. TOWNSHEND, JR.
Attorney
TOWNS-WORTH BLDG.
ANNAPOLIS, MD.

PURCHASE MONEY
MORTGAGE
FROM
MICHAEL P. WAGNER AND
GERALDINE N. WAGNER, HIS WIFE
TO
UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

Received for record Feb 3 19 55 at 1:00 o'clock P M.
Same day recorded in Liber J.H.H. No. 900 folio 493 &c. one of the Land Records of Anne Arundel County and examined per JOHN H. HOPKINS Clerk.
Cost of Record $ 5.00

11,763
Equity

LIBER 102 PAGE 287

ATTORNEY'S SALE

of

VALUABLE IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Michael P. Wagner and Geraldine N. Wagner, his wife, dated February 2, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 900, Folio 493, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, JULY 3, 1956

at 11 o'clock A.M.

All that tract or parcel of ground situate, lying and being in the Second Election District of Anne Arundel County, near Dorr's Corner, more particularly described as follows:

Beginning for the same at a pipe on the east side of the General's Highway, said pipe being the following two courses and distances from a pipe found at the southwest corner of the conveyance to Addie Pumphrey, recorded among the Land Records of Anne Arundel County in Liber F.A.M. 189, Folio 325: South 04 degrees 38 minutes West, 142 feet and South 0 degrees 41 minutes East, 58 feet to said beginning point; and running from thence through a 2.45 acre tract conveyed by James Rudolph Wilson, unmarried, to August W. Schnepfe and wife, by deed dated October 13, 1954 and recorded among said Land Records in Liber J.H.H. 871, Folio 249, North 89 degrees 29 minutes East, 350.67 feet; thence South 57 degrees 46 minutes West, 100 feet; thence recrossing said 2.45 acre tract, South 79 degrees 10 minutes West, 269.7 feet to a pipe on the east side of the General's Highway; thence with the same, North 0 degrees 41 minutes West, 100 feet to the place of beginning. Containing 0.51 acre, more or less, and being known as Lot C of the August Schnepfe property, and being the same property conveyed unto Michael P. Wagner by August W. Schnepfe and Katherine L. Schnepfe, his wife, by deed dated December 29, 1954 and recorded among said Land Records in Liber J.H.H. 900, Folio 491.

Improved by a one-story ranch type dwelling with full basement, with modern conveniences.

TERMS OF SALE: A cash deposit of $1,000.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

William W. Townshend, Jr., Attorney
Towns-Worth Building, South Street
Annapolis, Maryland

Robert Campbell, Auctioneer

Maryland Gazette Press
June 7, 14, 21 and 28, 1956

FILED
1956 MAY 31 PM 3:50

6

LIBER 102 PAGE 288

In the Matter of the	:	No. 11763 Equity
Mortgaged Real Estate	:	IN THE
of MICHAEL P. WAGNER and	:	CIRCUIT COURT
GERALDINE N. WAGNER, his wife	:	FOR
	:	ANNE ARUNDEL COUNTY

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 William W. Townshend, Jr., Attorney for United Federal Savings and Loan Association of Glen Burnie, and made oath in due form of law that he knows the defendants herein, and that to the best of his information, knowledge and belief

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

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

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

(4) said defendants are not members of the Enlisted Reserve Corps who have been ordered to report for military service.

William W. Townshend, Jr.
Affiant

Subscribed and sworn to before me this 4th day of June, 1956.

Alice Gary, Notary Public

My commission expires 5/6/57

FILED
1956 JUN -4 AM 10:54

ALICE GARY NOTARY PUBLIC ANNE ARUNDEL CO., MD.

In the Matter of the	:	No. 11,763 Equity
Mortgaged Real Estate	:	IN THE
of Michael P. Wagner and	:	CIRCUIT COURT
Geraldine N. Wagner, his wife	:	FOR
	:	ANNE ARUNDEL COUNTY

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Michael P. Wagner and Geraldine N. Wagner, his wife, to United Federal Savings and Loan Association of Glen Burnie, dated February 2, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 900, Folio 493		$7,000.00
Plus Debit Expense Account.		7.40
		$7,007.40
Interest February 2, 1955 to June 30, 1956	$560.00	
Interest June 30, 1956 to July 3, 1956	3.50	563.50
		$7,570.90

William W. Townshend, Jr.
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 15th day of June, 1956, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and made oath in due form of law that the above Statement of Mortgage Claim is true to the best of his knowledge and belief.

WITNESS my hand and Notarial seal.

Alice Gary
Alice Gary, Notary Public

ALICE GARY NOTARY PUBLIC ANNE ARUNDEL CO.

FILED
1956 JUN 22 AM 11:54

8

Trustee's Bond

LIBER 102 PAGE 290

1406

KNOW ALL MEN BY THESE PRESENTS:

THAT WE WILLIAM W. TOWNSHEND, JR., Towns-Worth Building, Annapolis, Maryland as principal, and INDEMNITY INSURANCE COMPANY OF NORTH AMERICA a corporation of the State of Pennsylvania, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of TWELVE THOUSAND FIVE HUNDRED AND 00/100--($12,500.00) 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, jointlyand severally, firmly by these presents. Sealed with our seals, and dated this 2nd day of July in the year of our Lord one thousand nine hundred and fifty-six.

WHEREAS, the above bounden WILLIAM W. TOWNSHEND, JR. by virtue of a decree of the Honorable Judge of the Circuit Court of ~~Baltimore City~~ Anne Arundel County, has been appointed trustee to sell property situated at Lot C, East Side of General's Highway, Second Election District, Anne Arundel County, Maryland mentioned in the proceedings in the case of United Federal Savings & Loan Association

vs.

Michael P. Wagner and Geraldine N. Wagner

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN WILLIAM W. TOWNSHEND, JR. do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law

Signed, sealed and delivered in the presence of

William A. Willis

WILLIAM W. TOWNSHEND, JR. (SEAL)

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA (SEAL)

BY: D. Van Norman, Jr. (SEAL)
D. Van Norman, Jr.
Attorney-in-Fact

State of Maryland, ~~Baltimore City~~ Anne Arundel County, *sct:*

KNOW ALL MEN BY THESE PRESENTS: That the INDEMNITY INSURANCE COMPANY OF NORTH AMERICA a corporation of the State of Pennsylvania does hereby constitute and appoint D. Van Norman, Jr.

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

WITNESS the seal of the said INDEMNITY INSURANCE COMPANY OF NORTH AMERICA duly affixed by its Vice-President and attested by its Assistant Secretary, this 2nd day of July, 1956.

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA

By: R. S. Robins
Vice President

ATTEST: Carroll W. Laird
Assistant Secretary

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

July 2nd 1956

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA

Carroll W. Laird
Assistant Secretary

Bond approved this 2nd of July 1956
George L. Cromwell

FILED

1956 JUL -2 AM 10:44

Robert Campbell - - - - - - - - - - - - - - - - - - Auctioneer

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

Under and by virtue of a power of sale contained in a mortgage from Michael P. Wagner and Geraldine N. Wagner, his wife, dated February 2, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 900, Folio 493, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Tuesday, July 3, 1956

at 11 o'clock, A. M.

All that tract or parcel of ground situate, lying and being in the Second Election District of Anne Arundel County, near Dorr's Corner, more particularly described as follows:

Beginning for the same at a pipe on the east side of the Generals' Highway, said pipe being the following two courses and distances from a pipe found at the southwest corner of the conveyance to Addie Pumphrey, recorded among the Land Records of Anne Arundel County in Liber F.A.M. 189, Folio 325; South 04 degrees 38 minutes West, 142 feet and South 0 degrees 41 minutes East, 58 feet to said beginning point; and running from thence through a 2.45 acre tract conveyed by James Rudolph Wilson, unmarried, to August W. Schnepfe and wife, by deed dated October 13, 1954 and recorded among said Land Records in Liber J.H.H. 871, Folio 249, North 89 degrees 29 minutes East, 350.67 feet; thence South 57 degrees 46 minutes West, 100 feet; thence recrossing said 2.45 acre tract, South 79 degrees 10 minutes West 269.7 feet to a pipe on the East side of the Generals' Highway; thence with the same, North 0 degrees 41 minutes West, 100 feet to the place of beginning. Containing 0.51 acre, more or less, and being known at Lot C of the August Schnepfe property, and being the same property conveyed unto Michael P. Wagner by August W. Schnepfe and Katherine L. Schnepfe, his wife, by deed dated December 29, 1954, and recorded among said Land Records in Liber J. H.H. 900, Folio 491.

Improved by a one-story ranch type dwelling with full basement with modern conveniences.

TERMS OF SALE: A cash deposit of $1,000.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

WILLIAM W. TOWNSHEND, JR.,
Attorney, Towns-Worth Building,
South Street, Annapolis, Md.

FILED
1956 JUL -5 PM 1:09

LIBER 102 PAGE 292

Annapolis, Md.
July 3, 1956

I hereby certify that I have this third day of July, 1956, sold the property described herein, designated as Lot C of the Schnepfe Property, hear Dorr's Corner, Anne Arundel County, Maryland, unto

THE J. F. JOHNSON LUMBER COMPANY

at and for the price of TWELVE THOUSAND DOLLARS - - - - - - ($12,000.00)

being then and there the highest bidders therefor.

Robert H. Campbell

Annapolis, Md.
July 3, 1956

I hereby certify that I have this third day of July, 1956, purchased the property described herein, known as Lot C of the Schnepfe Property, near Dorr's Corner, Anne Arundel County, from William W. Townshend, Jr., Attorney, at and for the sum of

TWELVE THOUSAND DOLLARS - - - - - - - - - - - - - - - - - ($12,000.00)

and I do hereby agree to comply with the terms of said sale.

The J. F. Johnson Lbr. Co.

by: C. Carroll Lee
C. Carroll Lee - Vice President

FILED

1956 JUL -5 PM 12:09

In the Matter of the Mortgaged Real Estate	:	Equity No. 11,763
of Michael P. Wagner and Geraldine N. Wagner,	:	In the Circuit Court for
his wife	:	Anne Arundel County

To the Honorable, the Judges of said Court.

The Report of Sale of William W. Townshend, Jr., Attorney named in the Mortgage filed in these proceedings respectfully shows:

That under and by virtue of a power of sale contained in a mortgage from Michael P. Wagner and Geraldine N. Wagner, his wife, to United Federal Savings and Loan Association of Glen Burnie, dated February 2, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 900, Folio 493, the said William W. Townshend, Jr., Attorney hamed in the aforesaid mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette Press, a newspaper published in Anne Arundel County, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage described at public auction, on the premises, on Tuesday, July 3, 1956, at 11 o'clock A.M., and then and there sold the said property unto The J. F. Johnson Lumber Company, a body corporate, at and for the sum of Twelve Thousand Dollars ($12,000.00), being at that figure the highest bidder therefor, said property described as follows:

ALL that tract or parcel of ground situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland, near Dorr's Corner, as follows: Beginning for the same at a pipe on the east side of the General's Highway, said pipe being the following two courses and distances from a pipe found at the southwest corner of the conveyance to Addie Pumphrey, recorded among the Land Records of Anne Arundel County in Liber F.A.M. 189,

FILED

1956 JUL -5 PM 12:09

12

Folio 325; South 04° 38' West, 142 ft. and South 0° 41' East, 58 ft. to said beginning point; and running from thence through a 2.45 acre tract conveyed by James Rudolph Wilson, unmarried, to August W. Schnepfe and wife, by deed dated October 13, 1954 and recorded among said Land Records in Liber J.H.H. 871, Folio 249, North 89° 29' East, 350.67 feet; thence South 57° 46' West, 100 ft.; thence recrossing said 2.45 acre tract, South 79° 10' West, 269.7 ft. to a pipe on the east side of the General's Highway; thence with the same, North 0° 41' West, 100 ft. to the place of beginning. Containing 0.51 acre, more or less, and being known as Lot C of the August Schnepfe property.

And the said Attorney further reports that he has received from the said purchaser a deposit as required by the terms of said sale and has also required the Purchaser's Agreement to comply with the terms of sale, which are as follows: TERMS OF SALE: A cash deposit of $1,000.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

Respectfully submitted,

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

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 5th day of July, 1956, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in the Mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

WITNESS my hand and Notarial seal.

ALICE GARY NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Alice Gary

Alice Gary, Notary Public

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LIBER 102 PAGE 295

ORDER NISI

In the Matter of the
Mortgaged Real Estate of
~~Trustees~~
Michael P. Wagner and
Geraldine N. Wagner, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 11,763 Equity

Ordered, this 5 day of July, 19 56, That the sale of the Property in these Proceedings mentioned, made and reported by William W. Townshend, Jr., Attorney named in Mortgage, ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 13 day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 13 day of August next.

The report states that the amount of sale was $12,000.00.

George T. Cromwell, Clerk.

True Copy,

TEST: Clerk.

Filed 5 July, 1956, at 12:09 P. M.

(Final Order)

In the Matter of the
Mortgaged Real Estate of
~~Trustees~~
Michael P. Wagner and
Geraldine N. Wagner, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 21st day of August, 19 56, that the sale made and reported by the ~~Trustee~~ Attorney aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

14

LIBER 102 PAGE 296 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. 11,763 Equity

In The Matter Of The Mortgaged Real Estate Of MICHAEL P. WAGNER and GERALDINE N. WAGNER, his wife.

Ordered, this 5th day of July, 1956, That the sale of the Property in these Proceedings mentioned, made and reported by William W. Townshend, Jr., Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 13th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 13th day of August next.

The report states that the amount of sale was $12,000.00.

GEORGE T. CROMWELL, Clerk.

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

a-2

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 13, 1956

We hereby certify, that the annexed

Order Nisi Sale
Eq. 11,763
Michael P. Wagner

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 13th day of August, 1956. The first insertion being made the 12th day of July, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. J. Gleason

FILED
1956 AUG 14 AM 10:43

No. M.G. 2294

15

In the Case of

In the Matter of the
Mortgaged Real Estate
of
~~his~~
Michael P. Wagner
and
Geraldine N. Wagner, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,763 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 6, 1956

All of which is respectfully submitted.

Laura K. Fickling
Auditor.

FILED
1956 SEP -7 AM 8:41

16

Dr.

In the Matter of the Mortgaged Real Estate of Michael P. Wagner and Geraldine N. Wagner, his wife

in ac.

To Attorney for Commissions, viz:	390	00		
To Attorney for Fee, viz:	100	00	490	00
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	41	00		
Auditor - stating this account	18	00		
			69	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	47	52		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	9	86		
Indemnity Insurance Co. of N.A. - bond premium	50	00		
Robert H. Campbell - auctioneer's fee	50	00		
One-half Federal documentary stamps	6	60		
One-half State documentary stamps	6	60		
Alice Gary - notary fees	1	50	186	08
To Attorney for Taxes, viz:				
1956 State and County taxes ($124.62) - adjusted to 7/3/56 - 185 days	63	09	63	09
To United Federal Savings & Loan Ass'n of Glen Burnie, mortgagee - in full for mortgage claim filed	7,570	90	7,570	90
To The J. F. Johnson Lumber Co., lienor - this balance on account mechanic's lien claim (Order 8/29/56)	3,620	93	3,620	93
			12,000	00
Amount of Mechanic's Lien Claim Filed	3,890	04		
Interest thereon from 5/18/55 to 7/3/56	262	58		
Court costs	10	00		
Total debt	4,162	62		
Cr. Amount allowed above	3,620	93		
Balance due	541	69		

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with William W. Townshend, Jr., Attorney named in Mortgage Cr.

1956 July	3	Proceeds of Sale	12,000 00	12,000 00
				12,000 00

ORDER NISI LIBER 102 PAGE 300

In the Matter of the Mortgaged Real Estate of

~~VERSUS~~

Michael P. Wagner and Geraldine N. Wagner, his wife

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 11,763 Equity.

ORDERED, This 7 day of September, 19 56., That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 15th day of October next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15th day of October next.

Filed Sep 7 AM 8:41

George J. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 17th day of October, 1956, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge.

FILED

1956 OCT 18 AM 11:41

17

LIBER 102 PAGE 301

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 16, 1956

We hereby certify, that the annexed

Order Nisi: Cond. Acct.

Eq 11763

Michael P. Wagner

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 15th day of October, 1956. The first insertion being made the 13th day of September, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. Francis

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,763 Equity

In The Matter Of The Mortgaged Real Estate Of MICHAEL P. WAGNER and GERALDINE N. WAGNER, his wife.

Ordered, this 7th day of September, 1956, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 15th day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15th day of October next.

GEORGE F. CROMWELL, Clerk.

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

8-27

FILED

No. 11763 Eq. 1956 OCT 17 AM 9:08

20

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

S. MICHAELIS * IN EQUITY
also known as
Siegfried Michaelis * EQUITY NO. 11950
Woodland Beach
Edgewater, Maryland *

Plaintiff *

vs.

NELLIE E. CATTERTON
1502 "D" Street, S. E.
Washington, D. C.
And any and all persons having or claiming to have any interest in the following described real estate located in the First Election District of Anne Arundel County, to wit:
One half of Lot 5805 and Lots 5806 and 5807 as shown on the Plat of Woodland Beach.

- - - - - - - - - -

JACOB L. FAUNCE and
EMMA M. FAUNCE, his wife,
617 - 8th Street, S. W.
Washington D. C.
THOMAS J. JONES
4309 Dewey Avenue
Bradbury Heights
Prince George's County, Maryland
And any and all persons having or claiming to have any interest in the following described real estate located in the First Election District of Anne Arundel County, to wit:
Lots 4677-4678 and 4684 to 4688 inclusive and improvements as shown on the Plat of Woodland Beach.

- - - - - - - - - -

GEORGE L. O'BRIEN and
FLORENCE E. O'BRIEN, his wife,
3527 "W" Place, N. W.
Washington, D. C.
EDWARD JOSEPH SWIFT,
Contract Purchaser,
2307 Nicholson Street, S. E.
Washington, D. C.
And any and all persons having or claiming to have any interest in the following described real estate located in the First Election District of Anne Arundel County, to wit:
Lots 3504 to 3508 inclusive as shown on the Plat of Woodland Beach.

- - - - - - - - - -

EUGENE C. COMPTON and
CELESTINE R. COMPTON, his wife
1919 3rd Street, N. W.
Washington, D. C.

FILED

1956 NOV 27 PM 2:15

And any and all persons having or claiming to have any interest in the following described real estate located in the Second Election District of Anne Arundel County, to wit:

7.465 acres and improvements, Block 670 as situated near Riva.

- - - - - - - - - - -

Defendants

BILL OF COMPLAINT TO FORECLOSE EQUITIES OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Plaintiff complaining says:

1. That he is an adult citizen of the State of Maryland and brings this action for the purpose of foreclosing the equities of redemption in and to the properties hereinafter set forth under and by virtue of Sections 71-114 inclusive with amendments thereto, of Article 81 of the Annotated Code of Maryland.

2. That on October 10, 1955, your Plaintiff, at a regular Tax Sale, purchased from Joseph H. Griscom, Sr., Treasurer of Anne Arundel County and Collector of Taxes for the State of Maryland and Anne Arundel County, and received Certificates of Tax Sale therefor from said Collector of Taxes to the following real estate located in Anne Arundel County, State of Maryland, to wit:

(1) Certificate No. 2752 - One half of Lot 5805 and Lots 5806 and 5807 as shown on the Plat of Woodland Beach, First Election District, and assessed to Nellie E. Catterton.

(2) Certificate No. 2754 - Lots 4677-4678 and 4684 to 4688 inclusive and improvements as shown on the Plat of Woodland Beach, First Election District, and assessed to Jacob L. and Emma M. Faunce.

(3) Certificate No. 2756 - Lots 3504 to 3508 inclusive as shown on the Plat of Woodland Beach, First Election District, and assessed to George L. O'Brien.

(4) Certificate No. 2761 - 7.465 acres and improvements, Block 670 as situated near Riva, Second Election District, and assessed to Eugene C. and Celestine R. Compton.

Filed 27 Nov. 1956
3:15 P.M.

1a

3. That said Tax Sale Certificates Numbers 2752, 2754, 2756 and 2761, dated October 10, 1955, setting forth the aforesaid sales to your Plaintiff, are attached hereto and filed herewith as "Plaintiff's Exhibits Numbers 1 to 4", inclusive, and prayed to be read and considered a part hereof as full as if incorporated herein.

4. That a diligent and careful search of the Land Records, Law and Equity Records, Tax and Assessment Records and the Records of the Register of Wills of Anne Arundel County reveals:

(1) That Nellie E. Catterton is the record owner of One-half of Lot No. 5805 adjacent to Lot 5806 and Lots 5806 and 5807 as shown on the Fourth Map of Woodland Beach, recorded among the Plat Records of Anne Arundel County in Plat Book No. 8, folio 15, First Election District, by virtue of a Deed dated April 11, 1945 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 360, folio 405, from William F. Popham and wife.

(2) That Jacob L. Faunce and Emma M. Faunce, his wife, are the record owners of Lots 4677-4678 and 4684 to 4688 inclusive and Improvements as shown on the Third Map of Woodland Beach, recorded among the aforesaid Plat Records in Plat Book No. 10, folio 8, First Election District, by virtue of the three following Deeds:
   (a) Deed dated August 4, 1943 and recorded among the aforesaid Land Records in Liber J.H.H. No. 283, folio 106, from Russell May and wife. That said Thomas J. Jones is joined herein for the purpose of foreclosing whatever interest he may have in and to Lots 4677 and 4678, his interest having been sold in a previous Tax Sale, October 10, 1938, Tax Sale No. 4290.
   (b) Deed dated May 24, 1941, and recorded among the aforesaid Land Records in Liber J.H.H. No. 236, folio 475, from Martin Leatherman and wife, conveying Lots 4684-4685 and Northerly One-half of Lot 4686 adjacent to Lot 4685.
   (c) Deed dated April 10, 1943, and recorded among the aforesaid Land Records in Liber J.H.H. No. 278, folio 354, from Robert B. Evans and wife, conveying Lots 4687-4688 and Southerly One-half of Lot 4686 adjacent to Lot 4687.

(3) That George L. O'Brien is the record owner of Lots 3504 to 3508 inclusive as shown on the Second Map of Woodland Beach, recorded among the aforesaid Plat Records in Plat

Book No. 8, folio 13, First Election District, by virtue of a Deed dated December 8, 1939, and recorded among the aforesaid Land Records in Liber J.H.H. No. 219, folio 223, from Warren Smadbeck and wife; that Edward Joseph Swift is joined herein for the purpose of foreclosing any interest he may have in Lots 3504 to 3508 inclusive by virtue of a Contract of Sale dated May 16, 1945 and recorded among the aforesaid Land Records in Liber J.H.H. No. 332, folio 90, by and between George L. O'Brien and Florence E. O'Brien, his wife, Sellers, and Edward Joseph Swift, Purchaser, the said Edward Joseph Swift having no Deed on record for said property.

(4) That Eugene C. Compton and Celestine R. Compton, his wife, are the record owners of 7.465 acres and improvements, Block 670, situated near Riva, Second Election District, by virtue of a Deed dated August 8, 1952 and recorded among the aforesaid Land Records in Liber J.H.H. No. 700, folio 513, from Louis A. Boehm, Trustee.

5. That the aforementioned and described real estate has not been redeemed by the Defendants herein nor by anyone claiming through them, although more than one year and a day has elapsed from the aforesaid date of the tax sale.

6. That the Plaintiff purchased all the land hereinabove mentioned at the aforesaid tax sale held on October 10, 1955, as required by statute in such cases made and provided under the laws of the State of Maryland, said properties having been advertised and sold for taxes due, in arrears and unpaid for the years 1954 and 1955 to Anne Arundel County and the State of Maryland, and Plaintiff bid and paid for the aforesaid Tax Sale Certificates the following amounts:

CERTIFICATE NO.	BID	PRICE PAID
1) 2752	$28.40	$28.40
2) 2754	80.00	69.21
3) 2756	70.00	29.63
4) 2761	50.00	25.72

That the amounts necessary for redemption of each of the said Certificates are as follows:

CERTIFICATE NO.	AMOUNT DUE
1) 2752	$28.40
2) 2754	69.21
3) 2756	29.63
4) 2761	25.72

Plus taxes to date, penalties, interest and the total disbursements of the holder of the Certificate of Sale and costs on each of the above certificates.

TO THE END, THEREFORE, YOUR PETITIONER PRAYS:

1. That Writs of Subpoenas be issued and served upon the resident defendants commanding them to appear in this Court on some day certain to be named therein and make answer thereto.

2. That an Order of Publication be granted unto Plaintiff, directed to the Defendants and to all parties in interest, commanding them to appear in this Court on some certain day to be stated therein and answer to the exigencies of this Complaint.

3. That the Court herein enter a Final Decree foreclosing all rights of redemption of the Defendants and all persons having or claiming to have interest in the hereinabove described property.

4. That the Final Decree herein provide that the Treasurer for Anne Arundel County execute to Plaintiff a deed to the properties herein involved vesting in Plaintiff a good and marketable title, indefeasible and absolute, in fee simple and free and clear of any and all liens, claims and encumbrances.

5. And for such other and further relief as the nature of the case may require and to the Court may seem just and proper.

AND as in duty bound, etc.

C. Maurice Weidemeyer

S. Michaelis, Plaintiff

Basil E. Moore, Jr.
Attorneys for Plaintiff
236 Main Street - Annapolis, Maryland

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STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

S. MICHAELIS, also known as Siegfried Michaelis, being first duly sworn and on oath deposes and says that he has read the foregoing Bill to Foreclose Equities of Redemption by him signed and knows the contents thereof and verily believes the same to be true.

S. Michaelis
S. Michaelis

SUBSCRIBED and SWORN to before me this 27th day of November, 1956.

Robert E. Moore
Notary Public

5

LIBER 102 PAGE 308

Nº 2752 CERTIFICATE OF TAX SALE

JOSEPH H. GRISCOM, Sr.

I, ---------- *County Treasurer* ----------, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October OCT 10 1955, I sold to S. Michaelis at public auction for the sum of 28 Dollars and .40 Cents, of which 28.40 Dollars has been paid as a deposit on the property in Dist #1 described as One Leaf of lot 5805 & Lots 5806 - 5807 as shown on the plat of Woodland Bch.

and assessed to Nellie E. Catterton

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October OCT 11 1956, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 10 day of October 19 55

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 10 day of October, 1955, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 6, 1957

6

PLAINTIFF'S EXHIBIT NO. 1

LIBER 102 PAGE 309

Nº 2754 CERTIFICATE OF TAX SALE

JOSEPH H. GRISCOM, Sr.

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October OCT 10 1955, I sold to S. Michaelis Route #3 Box 218 Edgewater P.O. Md. at public auction for the sum of 80.00 Dollars and 00 Cents, of which 69.21 Dollars has been paid as a deposit on the property in Dist #1 described as Lots 4677-4678 4684 to 4688 + Imps as shown on the plat of Woodland Bch.

and assessed to Jacob L + Emma M. Faunce

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October OCT 11 1956, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 10 day of October 1955

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 10 day of October, 1955, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 6, 1957

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PLAINTIFF'S EXHIBIT NO. 2

LIBER 102 PAGE 310

Nº 2756 CERTIFICATE OF TAX SALE

JOSEPH H. GRISCOM, Sr.

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October OCT 10 1955, I sold to Michaelis R#3 Box 218 Edgewater P.O. Md. at public auction for the sum of 70 Dollars and 60 Cents, of which 29 63 Dollars has been paid as a deposit on the property in Dist #1 described as Lots 3504 to 3508 as shown on the plat of Woodland Beach and assessed to George L. O'Brien

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October OCT 11 1956, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 10 day of October 19 55

Joseph H. Griscom Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 10 day of October, 1955, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 6, 1957

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PLAINTIFF'S EXHIBIT NO. 3

LIBER 102 PAGE 311

Nº 2761 CERTIFICATE OF TAX SALE

JOSEPH H. GRISCOM, Sr.

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October OCT 10 1955, I sold to S. Michaelis R#3 - Box 218 Edgewater P.O. Md. at public auction for the sum of 50. Dollars and 00 Cents, of which 25.72 Dollars has been paid as a deposit on the property in Dist #2 described as 7.465 Acres & Imps Blk 670 as situated No. Riva

and assessed to Eugene C & Celestine R Compton

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October OCT 11 1958, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 10 day of October 1955

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 10 day of October, 1955, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 6, 1957

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PLAINTIFF'S EXHIBIT NO. 4.

C. Maurice Weidemeyer
Basil E. Moore, Jr.
236 Main Street
Annapolis, Maryland
Attorneys

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

S. MICHAELIS also known as Siegfried Michaelis Woodland Beach Edgewater, Maryland	*	IN EQUITY
	*	EQUITY NO. 11,950
Plaintiff	*	

vs.

NELLIE E. CATTERTON, 1502 "D" Street, S. E., Washington, D. C.

JACOB L. FAUNCE and EMMA M. FAUNCE, his wife, 617 8th Street, S. W., Washington, D. C. and THOMAS J. JONES, 4309 Dewey Avenue, Bradbury Heights, Prince George's County, Maryland (last known address)

GEORGE L. O'BRIEN and FLORENCE E. O'BRIEN, his wife, 3527 "W" Place, N. W., Washington, D. C. and EDWARD JOSEPH SWIFT, Contract Purchaser, 2307 Nicholson Street, S. E., Washington, D. C.

EUGENE C. COMPTON and CELESTINE R. COMPTON, his wife, 1919 3rd Street, N. W., Washington, D. C.

AND any and all persons having or claiming to have any interest in the hereinafter described real estate, located in Anne Arundel County, Maryland.

Defendants

ORDER OF PUBLICATION

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the Defendants in and to the following described property located in Anne Arundel County, Maryland, and sold on the 10th day of October, 1955, by Joseph H. Griscom, Sr., County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, to S. Michaelis, the Plaintiff in these proceedings, for taxes due for the years 1954 and 1955, by the following tax certificates and assessed and

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described on the Books of Assessment and Taxation as follows:

(1) Certificate No. 2752 - One half of Lot 5805 and Lots 5806 and 5807 as shown on the Plat of Woodland Beach, First Election District, and assessed to Nellie E. Catterton, and sold to the Plaintiff for $28.40, said sum having been paid in full.

(2) Certificate No. 2754 - Lots 4677-4678 and 4684 to 4688 inclusive and improvements as shown on the Plat of Woodland Beach, First Election District, and assessed to Jacob L. and Emma M. Faunce, and sold to the Plaintiff for $80.00 of which sum $69.21 has been paid on account.

(3) Certificate No. 2756 - Lots 3504 to 3508 inclusive as shown on the Plat of Woodland Beach, First Election District, and assessed to George L. O'Brien, and sold to the Plaintiff for $70.00 of which sum $29.63 has been paid on account.

(4) Certificate No. 2761 - 7.465 acres and improvements, Block 670, as situated near Riva, Second Election District, and assessed to Eugene C. and Celestine R. Compton, and sold to the Plaintiff for $50.00 of which sum $25.72 has been paid on account.

The Bill of Complaint states, among other things, that amounts necessary for redemption have not been paid although more than a year and a day have elapsed since the date of the said sale, October 10, 1955.

It is thereupon this 27 day of November, 1956, by the Circuit Court for Anne Arundel County, in Equity, ORDERED, that notice be given by the insertion of a copy of this Order of Publication in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks before the 6 day of February, 1957, next, warning the said Nellie E. Catterton; Jacob L. Faunce and Emma M. Faunce, his wife, Thomas J. Jones; George L. O'Brien and Florence E. O'Brien, his wife, Edward Joseph Swift; Eugene C. Compton and Celestine R. Compton, his wife; and any and all other persons having or claiming

to have any interest in the above mentioned parcels of real estate and improvements and all persons interested in said property, to be and appear in this Court in person or by solicitor on or before the 6 day of February, 1957, and redeem the aforementioned property and answer the Bill of Complaint or thereafter a Final Decree will be passed foreclosing all rights of redemption in the properties and vesting in Plaintiff, S. Michaelis, a title free and clear of all encumbrances.

George T. Cromwell

George T. Cromwell, Clerk

S. MICHAELIS also known as Siegfried Michaelis Woodland Beach Edgewater, Maryland	:	IN THE
v.	:	CIRCUIT COURT FOR
NELLIE E. CATTERTON 1502 "D" Street, S. E. Washington, D. C.	:	ANNE ARUNDEL COUNTY
and any and all persons having or claiming to have any interest in the following described real estate located in the First Election District of Anne Arundel County, to wit: One half of Lot 5805 and Lots 5806 and 5807 as shown on the Plat of Woodland Beach.	:	NO. 11,950 EQUITY
et al	:	

PETITION TO REDEEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Edward Joseph Swift, respectfully shows:

1. That the property known as Lots 3504 to 3508, inclusive, as shown on the Plat of Woodland Beach was sold for taxes on October 10, 1955 (a Certificate of Tax Sale having been issued on that date) by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, to S. Michaelis, the Complainant herein, for non-payment of taxes.

2. That a Bill of Complaint to foreclose the equity of redemption has been filed by the Complainant against Edward Joseph Swift, your Petitioner.

3. That the said Respondent, Edward Joseph Swift, now desires to exercise their right of redemption as set forth in Sections 90-92, Article 81 of the Annotated Code of Maryland (1951 Edition).

4. That the amount necessary for the redemption of said property as ascertained by the Respondent, Edward Joseph Swift, which figures were obtained from the Treasurer's office of Anne Arundel County, is as follows:

Amount of Sale	$29.63
Taxes and interest to date	31.36
Court costs	20.00
Costs, Order of Publication	19.69
Attorney's fee	25.00
Title Fee	25.00
Total	$165.68

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WHEREFORE, your Petitioners pray this Honorable Court to pass an Order fixing the amount necessary for the redemption of said property in accordance with the provisions of Section 92, Article 81 of the Annotated Code of Maryland (1951 Edition).

Edward Joseph Swift

Edward Joseph Swift

W. Garrett Larrimore

W. Garrett Larrimore
12 Church Circle
Annapolis, Maryland
Colonial 3-7100

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 1st day of February, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared EDWARD JOSEPH SWIFT, the within named Petitioner, and he made oath in due form of law that the matters and facts as set forth in the aforegoing Petition are true to the best of his knowledge.

AS WITNESS my hand and Notarial Seal.

John B. Wright

Notary Public

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ORDER OF COURT

Upon the aforegoing Petition and Affidavit, it is this 4th day of February, 1957, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that Joseph H. Griscom, Sr., Treasurer and Collector, be and he is hereby authorized to accept the sum of $165.68, plus any additional interest that may be due at the time of payment, as the necessary amount for the redemption of said property, unless cause to the contrary be shown on or before the 28th day of February, 1957, provided a copy of this Petition and Order is served upon the Complainant, S. Michaelis, or his Solicitor of record, on or before the 21st day of February, 1957.

Walter J. Evans
Judge

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S. MICHAELIS also known as Siegfried Michaelis Woodland Beach Edgewater, Maryland	:	IN THE
v.	:	CIRCUIT COURT FOR
NELLIE E. CATTERTON 1502 "D" Street, S. E. Washington, D. C.	:	
and all persons having or claiming to have any interest in the following described real estate located in the First Election District of Anne Arundel County, to wit: One half of Lot 5805 and Lots 5806 and 5807 as shown on the Plat of Woodland Beach.	:	ANNE ARUNDEL COUNTY
et al	:	NO. 11,950 EQUITY

: : : : : : :

CONSENT OF PLAINTIFF
ADMISSION OF SERVICE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Complainant, S. Michaelis, by his Solicitors, respectfully represents:

1. That a Petition to Redeem has been filed by the Respondent, Edward Joseph Swift.

2. That the Complainant having been advised of the aforegoing Petition, hereby consents to the Order of Court fixing the amount necessary for redemption in accordance with said Petition.

3. That, C. Maurice Weidemeyer and Basil E. Moore, Jr., Solicitors of Record admit to service of aforesaid Petition to Redeem and Order of Court thereon.

C. Maurice Weidemeyer

Basil E. Moore, Jr.
Solicitors for Complainant
236 Main Street,
Annapolis, Maryland.

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S. MICHAELIS also known as Siegfried Michaelis Woodland Beach Edgewater, Maryland	:	IN THE
v.	:	CIRCUIT COURT FOR
NELLIE E. CATTERTON 1502 "D" Street, S. E. Washington, D. C.	:	
and all persons having or claiming to have any interest in the following described real estate located in the First Election District of Anne Arundel County, to wit: One half of Lot 5805 and Lots 5806 and 5807 as shown on the Plat of Woodland Beach.	:	ANNE ARUNDEL COUNTY
et al	:	NO. 11, 950 EQUITY

: : : : : : :

ORDER OF SATISFACTION AND REDEMPTION

Mr. Clerk:

Please enter the property described in Tax Sale Certificate No. 2756, "Paid, Settled and Redeemed" upon payment of costs. for Edward Joseph Swift (WCW) 10-2-56

C. Maurice Weidemeyer

C. Maurice Weidemeyer

Basil E. Moore, Jr.
Solicitors for Complainant,
236 Main Street,
Annapolis, Maryland.

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S. Michaelis	*	IN THE CIRCUIT COURT
Plaintiff	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
Nellie E. Catterton, et al.	*	IN
Defendants	*	EQUITY NO. 11,950

***

AFFIDAVIT TO COMPLY WITH GENERAL EQUITY RULE 10-A

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, ss:

C. Maurice Weidemeyer, Attorney for S. Michaelis, Plaintiff herein, first being duly sworn and on oath deposes and says:

That he mailed copies of the Bill of Complaint and Order of Publication by Certified Mail, return receipt requested, to Nellie E. Catterton, Jacob L. Faunce and Emma M. Faunce, Thomas J. Jones, Eugene C. Compton and Celestine R. Compton, on the 25th day of January, 1957.

That said Certified Mail letters were returned undelivered as will more fully appear from the original envelopes filed with this affidavit.

WITNESS my hand and Notarial Seal this 13th day of February, 1957.

Basil E. Moore, Jr., Notary Public

C. Maurice Weidemeyer

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C. MAURICE WEIDEMEYER,
BASIL E. MOORE, JR.
256 Main Street
Annapolis, Maryland
Attorneys

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY, MARYLAND IN EQUITY EQUITY NO. 11,950

S. MICHAELIS also known as Siegfried Michaelis, Woodland Beach, Edgewater, Maryland, PLAINTIFF
Vs.
NELLIE E. CATTERTON, 1502 "D" Street, S. E., Washington, D. C.
JACOB L. FAUNCE AND EMMA M. FAUNCE, his wife, 617 6th Street, S. W., Washington, D. C. and THOMAS J. JONES, 4309 Dewey Avenue, Bradbury Heights, Prince George's County, Maryland (last known address)
GEORGE L. O'BRIEN AND FLORENCE E. O'BRIEN, his wife, 3527 "W" Place, N. W., Washington, D. C. and EDWARD JOSEPH SWIFT, Contract Purchaser, 2307 Nicholson Street, S. E., Washington, D. C.
EUGENE C. COMPTON AND CELESTINE B. COMPTON, his wife, 1919 3rd Street, N. W., Washington, D. C.
AND any and all persons having or claiming to have any interest in the hereinafter described real estate, located in Anne Arundel County, Maryland. DEFENDANTS.

Order Of Publication

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the Defendants in and to the following described property located in Anne Arundel County, Maryland, and sold on the 10th day of October, 1955, by Joseph H. Griscom, Sr., County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, to S. Michaelis, the Plaintiff in these proceedings, for taxes due for the years 1954 and 1955, by the following tax certificates and assessed and described on the Books of Assessment and Taxation as follows:

(1) Certificate No. 2752—One half of Lot 5805 and Lots 5806 and 5807 as shown on the Plat of Woodland Beach, First Election District, and assessed to Nellie E. Catterton, and sold to the Plaintiff for $28.40, said sum having been paid in full.

(2) Certificate No. 2754—Lots 4677-4678 and 4684 to 4688 inclusive and improvements as shown on the Plat of Woodland Beach, First Election District, and assessed to Jacob L. and Emma M. Faunce, and sold to the Plaintiff for $80.00 of which sum $69.21 has been paid on account.

LIBER 102 PAGE 321 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 4, 1957

We hereby certify, that the annexed Order Publication Eq. 11,950. Property S. Michaelis vs Nellie E. Catterton

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 6th day of February, 1957. The first insertion being made the 6th day of December, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

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By H. Tilghman

(3) Certificate No. 2756—Lots 3504 to 3508 inclusive as shown on the Plat of Woodland Beach, First Election District, and assessed to George L. O'Brien, and sold to the Plaintiff for $70.00 of which sum $20.63 has been paid on account.

(4) Certificate No. 2761—7.465 acres and improvements, Block 670, as situated near Riva, Second Election District, and assessed to Eugene C. and Celestine R. Compton, and sold to the Plaintiff for $50.00 of which sum $25.72 has been paid on account.

The Bill of Complaint states, among other things, that amounts necessary for redemption have not been paid although more than a year and a day have elapsed since the date of the said sale, October 10, 1955.

It is thereupon this 27th day of November, 1956, by the Circuit Court for Anne Arundel County, in Equity, ORDERED, that notice be given by the insertion of a copy of this Order of Publication in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks before the 6th day of February, 1957, next, warning the said Nellie E. Catterton; Jacob L. Faunce and Emma M. Faunce, his wife, Thomas J. Jones; George O'Brien and Florence E. O'Brien, his wife, Edward Joseph Swift; Eugene C. Compton and Celestine R. Compton, his wife; and any and all other persons having or claiming to have any interest in the above mentioned parcels of real estate and improvements and all persons interested in said property, to be and appear in this Court in person or by solicitor on or before the 6th day of February, 1957, and redeem the aforementioned property and answer the Bill of Complaint, or thereafter a Final Decree will be passed foreclosing all rights of redemption in the properties and vesting in Plaintiff, S. Michaelis, a title free and clear of all encumbrances.

GEORGE T. CROMWELL, Clerk

True Copy; TEST:

GEORGE T. CROMWELL, Clerk

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LIBER 102 PAGE 323

S. MICHAELIS	*	IN THE CIRCUIT COURT
Plaintiff	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
NELLIE E. CATTERTON, et al.	*	IN
Defendants	*	EQUITY NO. 11,950

***

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the Order of Publication heretofore issued herein has been duly published in the Maryland Gazette, a newspaper of general circulation in Anne Arundel County, Maryland as prescribed by said Order against the Defendants, Nellie E. Catterton, Jacob L. Faunce, Emma M. Faunce, Thomas J. Jones, Eugene C. Compton, Celestine R. Compton and all persons having or claiming to have any interest in the real estate therein described, as assessed to said Defendants and sold to Plaintiff on the 10th day of October, 1955, for non-payment of taxes due for the years 1954 and 1955.

And it further appearing that subpoenas issued out of this Court directed to the said resident Defendant, Thomas J. Jones, have been returned twice non est as will more fully appear from the Sheriff's returns filed herein, and that Defendant therefore is bound by the Order of Publication.

And it further appearing that said Defendants have failed to enter their appearance herein in person or by solicitor, have failed to file an Answer to the Bill of Complaint, and the time within which said Defendants could so appear and file an Answer having now expired, it is, thereupon, this 16th day of February,

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1957, by the Circuit Court for Anne Arundel County, in Equity,

ADJUDGED, ORDERED and DECREED that the Bill of Complaint be, and the same is hereby, taken Pro Confesso against the Defendants, Nellie E. Catterton, Jacob L. Faunce, Emma M. Faunce, Thomas J. Jones, Eugene C. Compton, Celestine R. Compton and all persons having or claiming to have any interest in the real estate therein described as same is assessed to said Defendants and described on the Books of the County Treasurer, and sold as aforesaid to the Plaintiff on the 10th day of October, 1955.

Benjamin Michaelson
JUDGE

S. MICHAELIS, also known as Siegfried Michaelis,	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
NELLIE E. CATTERTON, et al.	*	ANNE ARUNDEL COUNTY
Defendants	*	IN
	*	EQUITY NO. 11,950

***

FINAL DECREE FORECLOSING EQUITIES OF REDEMPTION

The Proceedings in this cause having been read and considered, and it appearing to the Court that the Defendants, Nellie E. Catterton, Jacob L. Faunce, Emma M. Faunce, Eugene C. Compton, Celestine R. Compton and all persons having or claiming to have any interest in the property described in the Bill of Complaint having been notified to Answer the Bill of Complaint by virtue of an Order of Publication directed to all Defendants herein, the subpoenas directed to the resident Defendant, Thomas J.Jones, having been returned twice non est, and he having failed to appear thereto in the time limited by said Order of Publication, and the Court having found for the Plaintiff, it is thereupon, this 20th day of March, 1957, by the Circuit Court for Anne Arundel County, in Equity,

ADJUDGED, ORDERED and DECREED that all rights of redemption to the property mentioned herein of the Defendants, Nellie E. Catterton, Jacob L. Faunce, Emma M. Faunce, Eugene C. Compton, Celestine R. Compton, Thomas J. Jones and all persons having or claiming to have any interest in the hereinafter described property, be and they are hereby foreclosed, and as between the parties to this suit, an absolute and indefeasible title in fee simple

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vests in the Plaintiff in and to the following described property sold to the Plaintiff on the 10th day of October, 1955, to wit:

(1) Certificate No. 2752 - One half of Lot 5805 and Lots 5806 and 5807 as shown on the Plat of Woodland Beach, First Election District, and assessed to Nellie E. Catterton.

(2) Certificate No. 2754 - Lots 4677 - 4678 and 4684 to 4688 inclusive and improvements as shown on the Plat of Woodland Beach, First Election District, and assessed to Jacob L. and Emma M. Faunce.

(3) Certificate No. 2761 - 7.465 acres and improvements, Block 670 as situated near Riva, Second Election District, and assessed to Eugene C. and Celestine R. Compton.

free and clear of all alienations and descents of said property occurring prior to this Decree, and free of all encumbrances thereon, except taxes accruing subsequent to the tax sale mentioned in this cause and public easements to which said property mentioned in this cause and public proceedings is subject.

It is further ORDERED that the Treasurer of Anne Arundel County, Maryland, Collector of State and County Taxes, execute and deliver to S. Michaelis, also known as Siegfried Michaelis, Plaintiff, in these proceedings, a Deed of Conveyance to the aforesaid lots and parcels of land and improvements, upon payment to him of such taxes as may be due thereon, and the balance of the purchase price, if any, and it is further,

ORDERED that Plaintiff pay the costs of said suit in his behalf incurred.

Benjamin Michaelson
JUDGE

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JANNIE JOHNSON, 1505 Pressman Street, Baltimore, Maryland	: No.	11,635 Equity
vs.	:	In the
WILLIAM HENRY GALLOWAY, 208 N. Amity Street, Baltimore, Maryland,	:	Circuit Court for
GERTRUDE BUTLER, 1211 W. Lanvale Street, Baltimore, Maryland	:	Anne Arundel County
and	:	
MARY PINDELL, 2 Gross Manor, Annapolis, Maryland	:	

BILL FOR PARTITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your oratrix, Jannie Johnson, by her solicitors, Woelfel and Curley, humbly complaining, says:

1.

That by confirmatory deed dated February 27, 1931, and recorded among the Land Records of Anne Arundel County in Liber FSR No. 87, folio 298, J. Cook Webster and Sarah E. Webster, his wife, Mary Galloway and Moses Galloway, her husband, conveyed parts of Lots 42 and 43 as shown on a plat of "Neuva Villa Park" (said plat being recorded among the plat records of said County in Plat Book No. 3, folio 29) to Lloyd Lowndes Galloway reserving, however,,unto the said Mary Galloway a life estate in and to said property, all of which more fully appears in the certified copy of said confirmatory deed filed herewith as Plaintiff's Exhibit No. 1.

2.

That the said Lloyd Lowndes Galloway, the remainderman as aforesaid, died on December 8, 1940, predeceasing the life tenant, the said Mary Galloway; that the life tenant died on or about the latter part of November, 1955; that upon the termination of said life estate the legal heirs of the said Lloyd Lowndes Galloway became entitled to immediate and exclusive possession of the aforesaid property.

Filed JAN 31 1956

3.

That the legal heirs of the said Lloyd Lowndes Galloway are the following persons: your oratrix, Jannie Johnson, widow of the said Lloyd Lowndes Galloway, William Henry Galloway, brother, Mary Pindell and Gertrude Butler, sisters; that another brother of the said Lloyd Lowndes Galloway, one Johnnie Galloway, has been dead for more than twelve years, leaving no widow or children.

4.

That on February 11, 1918, your oratrix married the said Lloyd Lowndes Galloway who then used the assumed name or alias of "James Johnson", such marriage ceremony being performed in the City of Baltimore; that ever since said marriage your oratrix has continued to use the assumed surname of "Johnson".

5.

That your oratrix and the said Lloyd Lowndes Galloway, alias James Johnson, were never divorced; that the said Lloyd Lowndes Galloway is buried in Grave No. 2590 at the National Cemetery, Annapolis, Maryland.

6.

That your oratrix is advised that as the surviving widow of Lloyd Lowndes Galloway, who died intestate, she is entitled to share in his estate to the extent of $2,000.00 plus one half of the remainder, and that the other one half of the remainder passes to the surviving brothers and sisters of the said Lloyd Lowndes Galloway as indentified above.

7.

That the said real estate and improvements thereon cannot be divided in kind without material loss and injury to the parties entitled thereto, to wit, those persons designated in paragraph no. 3, supra.

To the end, therefore:

1. That the real estate of the said Lloyd Lowndes Galloway be sold for the purpose of partition and the proceeds therefrom divided among the parties entitled thereto according to their respective interests therein.

1a. That a Receiver be appointed to care for and rent realty during sale &c

2. That your oratrix may have such other and further relief as

her case may require.

And as in duty bound, etc.

Woelfel and Curley

Woelfel & Curley,
Solicitors for the Complainant,
9-11 School Street,
Annapolis, Maryland.

3

This Confirmatory Deed made this 27th day of February, 1931, by and between J. Cook Webster and Sarah E. Webster, his wife, of Calvert County, State of Maryland, of the first part, Mary Galloway and Moses Galloway, her husband, of Anne Arundel County, State of Maryland, of the second part, said parties of the first and second part hereinafter called "Grantors"; and Lloyd Lowndes Galloway, of said Anne Arundel County, State of Maryland, of the third part, hereinafter called "Grantee".

Whereas, by deed dated the 16th day of February, 1929, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 51, folio 444, the above named parties of the first part undertook to convey unto the above named Mary Galloway a certain lot or parcel of ground located in the Second Election District of Anne Arundel County, Maryland, and designated as Lot No. 42 on the plat of "Neuva Villa Park", duly recorded among the Land Records aforesaid in Plat Book W.M.W. No. 2 folio 73; and

Whereas, by deed dated the 25th day of April, 1929, and recorded among the aforesaid Land Records in Liber F.S.R. No. 48 folio 305, the said Mary Galloway and Moses Galloway, her husband, conveyed the aforesaid lot of ground to the said Lloyd Lowndes Galloway, reserving to herself, the said Mary Galloway, a life estate in said property; and

Whereas, it has been discovered that a discrepancy exists between the dimensions of certain lots in said development, as laid down on the aforesaid plat, and the actual size of said lots as staked out on the ground; and

Whereas, it is the intention of the above named Grantors to grant and convey unto the said Grantee the lot of ground originally intended to be conveyed to him, as staked out on the ground, and hereinafter particularly described, to effect which intention these presents are executed.

Pl. Ext 4
11,635 Eq.

Re- FILED
Plaintiff's exhibit No. 1
1956 MAY 17 PM 4:33
Filed JAN 31 1956

NOW, THEREFORE, THIS CONFIRMATORY DEED WITNESSETH: That for and in consideration of the premises, and of the sum of One Dollar ($1.00), the receipt whereof is hereby acknowledged the said Grantors do hereby grant, convey and confirm unto the said Grantee, subject, however, to the life estate therein of the said Mary Galloway, hereinafter reserved, his heirs and assigns,

All that lot or parcel of ground located in the Second Election District of Anne Arundel County, State of Maryland, being parts of lots Nos. 42 and 43 as shown on the aforesaid plat of "Neuva Villa Park", and described, according to the survey thereof made by Edward Hall, Surveyor, as follows:

Beginning for the same at a point on the north side of Central Avenue, district north 71°00' west 152.4 feet from a pipe set at the intersection of the said north side of said Avenue with the west side of Spa Road, thence leaving said Avenue and with a fence northeasterly 145 feet, more or less, to intersect the lot line of lot No. 29 (at a point distant north 71° west 136 feet from a pipe set at the intersection of the lot line of lot No. 37 with the line of lots Nos. 33 and 36); thence north 71° west 30 feet to a fence; thence with said fence in a southwesterly direction 145 feet, more or less, to the said side of said Avenue; thence with the said side of said Avenue south 71° east 30 feet to the beginning.

Being a part of the property which was conveyed to the said J. Cook Webster by Albert W. Brown and Anna J. Brown, his wife, by deed dated the 7th day of February, 1924, and recorded among the aforesaid Land Records in Liber W.N.W. No. 86 folio 116.

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 lot of ground unto and to

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the use and benefit of the said Grantee, his heris and assigns, in fee simple; the said Mary Galloway hereby reserving to herself a life estate in the said property hereby conveyed.

And the said Grantors hereby covenant that they will warrant specially the lot of ground hereby intended to be 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,

Test:

Laura R. Jickling.

Jas. C. Webster. (Seal)

Sarah E. Webster. (Seal)

her
Mary X Galloway. (Seal)
mark

his
Moses X Galloway. (Seal)
mark

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 27th day of February, 1931, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared J. Cook Webster and Sarah E. Webster, his wife, Mary Galloway and Moses Galloway, her husband, and acknowledged the aforegoing Confirmatory Deed to be their act.

Witness my hand and Notarial Seal.

(Notarial Seal)

Laura R. Jickling.

Recorded-April-24-1931-3-P.M.

6

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STATE OF MARYLAND, Anne Arundel County, Sct:

I HEREBY CERTIFY, That the aforegoing Confirmatory Deed is truly taken and copied from Liber F.S.R. No. 87, folio 298, 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 28th day of January, 1956.

George T. Cromwell

George T. Cromwell, Clerk

7,

LIBER 102 PAGE 334

JANNIE JOHNSON	:	NO. 11,635 EQUITY
		IN THE CIRCUIT COURT
VS.	:	
		FOR
WILLIAM HENRY GALLOWAY, et al.	:	ANNE ARUNDEL COUNTY

:::::::

ANSWER TO BILL OF COMPLAINT
AND PRAYER FOR AFFIRMATIVE RELIEF

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The respondents, William Henry Galloway, Gertrude Butler and Mary Pindell, answering the bill of complaint in this cause against them exhibited and praying for affirmative relief, respectfully represent unto Your Honors:

FIRST: That they admit the allegations contained in Paragraph One of said bill of complaint.

SECOND: That in answer to Paragraph Two of said bill of complaint, these respondents admit that the said Lloyd Lowndes Galloway died on December 8, 1940, predeceasing said life tenant as therein alleged; but they deny the remaining allegations of said paragraph, averring that said remainderman was survived by both of his parents, the said Mary Galloway, life tenant, and her husband, Moses Galloway, who predeceased her; and that upon the death of said life tenant, these respondents, as the legal heirs of the said Moses and Mary Galloway, became entitled to the immediate and exclusive possession of said property.

THIRD: That they deny the material allegations contained in Paragraph Three of said bill of complaint.

FOURTH: That in answer to Paragraph Four of said bill of complaint, these respondents have no knowledge of the matters therein alleged and, therefore, neither admit nor deny the same but demand strict proof thereof. In further answer to said paragraph, these respondents aver that the said Lloyd Lowndes Galloway, who was their brother, never intimated that he had been married to the complainant or to anyone else; and that the complainant

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Filed MAR 7 1956

never professed to them that she had been married to their said brother until immediately prior to the filing of this bill of complaint.

FIFTH: That in answer to Paragraph Five of said bill of complaint, these respondents admit that the said Lloyd Lowndes Galloway is buried at the National Cemetary, Annapolis, Maryland, as therein alleged; but having no knowledge of the remaining allegations of said paragraph, they neither admit nor deny the same but demand strict proof thereof.

SIXTH: That in answer to Paragraph Six of said bill of complaint, these respondents have no knowledge as to any advice the complainant may have received, but aver that such advice, if given, was erroneous.

SEVENTH: That they deny the material allegations contained in Paragraph Seven of said bill of complaint.

EIGHTH: And further answering said bill of complaint and as grounds for affirmative relief in the event the complainant should establish a claim to the property therein described, these respondents aver:

A. That during his lifetime, the said Lloyd Lowndes Galloway borrowed certain sums of money from the Annapolis and Eastport Building Association, a body corporate, and together with his parents, executed a mortgage of the property herein sought to be partitioned to secure said loan. That the respondent, William Henry Galloway, at the request of his said brother, Lloyd Lowndes Galloway, and upon his promise of reimbursement, paid considerable sums of money in reduction of and toward satisfaction of said mortgage lien, and has never been reimbursed therefor.

B. That the said Lloyd Lowndes Galloway died intestate, leaving no personal property and no inheritable realty other than as mentioned in these proceedings; and no administration was had upon his estate. That the respondent, William Henry Galloway, believing that his parents were the sole heirs at law of the said decedent, paid all the expenses of his said brother's burial, for

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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which he has never been repaid.

C. That following the death of his said brother, the respondent, William Henry Galloway, believing that his parents and subsequently, these respondents, were the sole owners of said property, satisfied said mortgage lien and after final discharge of the same, continued to pay all taxes, insurance and expenses for necessary and permanent repairs upon said property for the benefit of all the owners thereof.

D. That at no time were these respondents aware of the alleged marriage of the complainant to their said brother until immediately prior to the filing of said bill of complaint when the complainant first claimed to have an interest in said property, and they still deny that the complainant is the widow of the said Lloyd Lowndes Galloway.

WHEREFORE, having fully answered said bill of complaint, these respondents pray:

A. THAT said bill of complaint be dismissed with costs charged to the complainant; or

B. IN the alternative, should the complainant establish a right to the relief for which she prayed, that there may be an accounting of the sums of money expended by the respondent, William Henry Galloway, in payment of his said brother's burial expenses, in satisfaction of said mortgage lien upon said property and in payment of taxes, insurance and necessary and permanent improvements to said property; and that said respondent be awarded contribution out of the complainant's share of the proceeds of the partition sale for her proportionate share of such sums.

C. AND for such other and further relief as the nature of their cause may require.

AND AS IN DUTY BOUND, ETC.

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

William Henry Galloway
William Henry Galloway

Gertrude Butler
Gertrude Butler

Mary Pindell
Mary Pindell
Respondents

Theodore G. Bloom
Theodore G. Bloom
156 South Street
Annapolis, Maryland

Albert J. Goodman
Albert J. Goodman
156 South Street
Annapolis, Maryland
Solicitors for Respondents

I hereby certify that on this 7th day of March, 1956, I mailed a copy of the foregoing answer to bill of complaint and prayer for affirmative relief to Woelfel and Curley, solicitors for complainant, Nine School Street, Annapolis, Maryland.

Albert J. Goodman
Solicitor for Respondents

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

//

LIBER 102 PAGE 338

No 5919

The State of Maryland

11,635 Eq —

City of Baltimore, Sct.

TO ALL WHOM IT DOTH OR MAY CONCERN:

This is to Certify, That on the 7th day of January in the year one thousand Nine hundred and Eighteen a Marriage License No. ✓ was issued from the office of the Clerk of the Court of Common Pleas, authorizing any Minister of the Gospel, or any other person qualified by law, to perform the Rites of Marriage between a certain James. Johnson

of Baltimore State of Maryland

Age Twenty-Two (22) Color Col.

Nativity ✓ Occupation ✓

Condition Single Relation None

and Janie Carroll

of Baltimore State of Maryland

Age Twenty One (21) Color Col.

Nativity ✓ Occupation ✓

Condition Single Relation None

Name of person consenting if groom is a minor ✓

Name of person consenting if bride is a minor ✓

And afterwards, to wit: on the 14th day of February in the year one thousand Nine hundred and Eighteen the following certificate was filed in the Clerk's Office of said Court, to wit:

I HEREBY CERTIFY, That on this 11th day of February, one thousand Nine hundred and Eighteen at Baltimore, Md., James Johnson and Janie Carroll were by me united in Marriage, in accordance with the License issued by the Clerk of the Court of Common Pleas for Baltimore City in the State of Maryland.

R. P. Morgan
Minister of the Gospel, Official Character

As it appears by the Record of Marriages in the Clerk's Office of the Court of Common Pleas which Record is now in my custody and keeping.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the Court of Common Pleas, this

30th day of January 1956

FILED 1956 JAN 17 PM 4:19

Frank C. Robey
Clerk of the Court of Common Pleas

T.J.B.

Folio 123 Docketed 1956

10M—3-53

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Pl. Ex. 1.

LIBER 102 PAGE 339

CERTIFICATE IN LIEU OF LOST OR DESTROYED

DISCHARGE CERTIFICATE

Cl. Ex 2/ 11,635 Eg.

To all Whom it May Concern:

Know ye, That

James Johnson 4 105 729

a Private of Company "I", 811th Pioneer Infantry,

United States Army, who was inducted

on 22 August 1918 at Baltimore, Maryland

to serve for the period of emergency was Honorably Discharged

from the service of the United States on 7 July 1919, by reason of

demobilization.

At time of induction gave date and place of birth as: 2 February 1896, Eastport, Maryland.

Character - Excellent

Given at the War Department, Washington, D. C., on 2 June 1947

By authority of the Secretary of War:

Edward F. Witsell

EDWARD F. WITSELL,
Major General,
The Adjutant General.

This Certificate is given under the provisions of the Act of Congress approved July 1, 1902, "to authorize the Secretary of War to furnish certificates in lieu of lost or destroyed discharges" to honorably discharged officers or enlisted men or their widows, upon evidence that the original discharge certificate has been lost or destroyed, and upon the condition imposed by said Act that this certificate "shall not be accepted as a voucher for the payment of any claim against the United States for pay, bounty, or other allowances, or as evidence in any other case."

NOTE.—This certificate is issued from the office of The Adjutant General of the Army without erasure. Any addition, alteration, or erasure made thereon is unauthorized.

FILED

U.S. GOVERNMENT PRINTING OFFICE 16—27161-6

RS-DW/rfs

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LIBER 102 PAGE 340

TRANSCRIPT FROM RECORD OF SERVICE

PRIOR SERVICE

None

BATTLES, ENGAGEMENTS, EXPEDITIONS

None

WOUNDS RECEIVED IN ACTION

None

DECORATIONS, MEDALS, AND CITATIONS

None

SERVICE OVERSEAS IN

France

SAILED FROM U. S.	ARRIVED AT PORT ON RETURN TO U. S.
20 October 1918	28 June 1919

REMARKS

None

WD AGO FORM 1 FEB 1946 0150-2 Previous editions are obsolete.

16—27181-1 U. S. GOVERNMENT PRINTING OFFICE

112 PAGE 341

MARYLAND STATE DEPARTMENT OF HEALTH

2411 N. Charles St., Baltimore

CERTIFICATE OF DEATH

12318

Reg. Dist. No. 21

1. PLACE OF DEATH:
County ...
City or town ... (If outside city or town limits, write RURAL and give nearest town)
Was death in above place of death? ...
Name of institution, or street address where death occurred: ...
Was deceased a transient or institution? ...

2. USUAL RESIDENCE (HOME) OF DECEASED:
(For newborn infants give residence of mother)
State ... County ...
City or town ... (If outside city or town limits, write RURAL and give nearest town)
Street No. 908 Central Ave. R.F.D. ... (If rural, give LOCATION)
2.(a) If veteran, name war. World War 1918.

1. (a) FULL NAME

3. (b) Social Security Number

4. Sex | 5. Color or race | 6.(a) Single, married, widowed, or divorced
[illegible] | [illegible] | [illegible]

(b) Name of husband or wife ... 6.(c) If alive, give age 70 years

7. Date of birth (Month, day, year) 1896

8. AGE: Years | Months | Days | If less than one day ... hrs. ... min.
[illegible] | | 1 |

9. Birthplace ... (Town, county, and state)

10. Usual occupation ...
11. Industry or business ...
12. Name ...
13. Birthplace ...
14. Maiden name ...
15. Birthplace ...
16. Residence ...
Address ...

17. Interment, cremation, or removal. Which? ... Date thereof ... (month) (day) (year) 4

Cemetery or crematory ...
Location ...
18. Funeral director ...
Address ...

19. (a) (b) 19[illegible] (Signature of registrar) J. J. Mumpt Registrar

MEDICAL CERTIFICATION

20. DATE OF DEATH ... 19[illegible] at 1 10 P. M.

21. I CERTIFY that death occurred on the date above stated: ~~Hour of death was from~~ Post mortem 19 Examination 19 ~~and cause was determined by~~ Autopsy 19 Dec. 8. 19 40

Immediate cause of death	DURATION
Epileptiform seizure —	[illegible]
Due to Pulmonary Hemorrhage	3 or 4 days
Due to Chronic Pulmonary Tuberculosis (guessed in France 1918 AEF.	Since 1918
Other conditions Tuberculosis was the cause of this death. Ex U.S.A.	

(Include pregnancy within 3 months of death)

Major findings of operations ... Date of op. ...

Autopsy results ...

PHYSICIAN: Please underline the cause to which death should be charged statistically.

22. VIOLENCE: If death was due to external causes, fill in the following:
Accident, suicide, or homicide ... Date of ...
Where did injury occur? ... (City or town) (County) (State)
Injured at home, farm, industry, public place (where?) ...
Means of injury ... Injured at work?

23. SIGNATURE John M. Claffy Deputy Medical Examiner M. D. or other
Address Annapolis Md. Date signed 12/10/40

This is to certify that the above is a true copy of a certificate on file in the office of the Bureau of Vital Statistics.

11,625 3

Date MAY 15 1947

FILED
1956 MAY 17 PM 4.19

STATE DEPT. OF HEALTH

Chief, Bureau of Vital Statistics

JANNIE JOHNSON	: No.	11,635 Equity
	:	In the
vs.	:	Circuit Court
	:	for
WILLIAM HENRY GALLOWAY et al.	:	Anne Arundel County

PETITION TO INTERVENE AS PARTY DEFENDANT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your petitioner, William H. Galloway, respectfully states:

1.

That Mary Galloway and Moses Galloway, her husband, had five children, three of whom are designated as parties defendant in the original Bill of Complaint.

2.

That one of said children, to wit: Johhnie Galloway, has been dead for more than twelve years, but, contrary to the allegation made in paragraph no. 3 of said Bill, the said Johnnie Galloway was survived by his son and heir, your petitioner.

3.

That your petitioner has been advised that he should stand in the place and stead of his deceased father, the said Johnnie Galloway, as an heir of the said Lloyd Lowndes Galloway.

To the end, therefore:

1. That your petitioner may be permitted to intervene in this cause as a party-defendant.

And as in duty bound, etc.

William H. Galloway

William H. Galloway,
537 Oxford Street,
Baltimore, Md.

SOLICITOR FOR PETITIONER

AFFIDAVIT

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify that upon this 18th day of May, 1956, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared William H. Galloway, the petitioner, who

FILED
1956 MAY 23 PM 3:59

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made oath in due form of law the the facts set forth in said petition are true to the best of his knowledge, information and belief.

Witness my hand and seal Notarial:

Mary M. Hoff
Notary Public

ORDER OF COURT

Upon the foregoing Petition and Affidavit, it is this 24th day of May, 1956, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that the petitioner, William H. Galloway, be, and he is hereby, permitted to intervene in these proceedings as a party defendant.

Benjamin Michaelson
Judge

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Jannie Johnson	:	No. 11635 Equity
	:	In the
vs.	:	Circuit Court
William Henry Galloway, et al	:	for
	:	Anne Arundel County

: : : : : : : : : : :

ANSWER OF WILLIAM H. GALLOWAY

To the Honorable, the Judges of said Court:

The answer of William H. Galloway, who, by order of this Honorable Court dated May 24th, 1956, was permitted to intervene as a party defendant by Allan D. Housley, his solicitor, respectfully states:

1.

This Respondent admits the allegations contained in paragraph one of said bill of complaint.

2.

This Respondent admits the allegations contained in paragraph two of said bill of complaint.

3.

This Respondent admits all the allegations contained in paragraph three of said bill of complaint with the exception of the fact that Johnnie Galloway died without issue but on the contrary alleges that he is the only child of said Johnnie Galloway who died prior to 1940, the year in which Lloyd Lowndes Galloway, alias James Johnson, died.

4.

This Respondent admits the allegations contained in paragraph four of said bill of complaint.

5.

This Respondent admits the allegations contained in paragraph five of said bill of complaint.

Filed 1956 June 7, P.M. 12:49

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6.

This Respondent admits the allegations contained in paragraph six of said bill of complaint.

7.

This Respondent admits the allegations contained in paragraph seven of said bill of complaint.

And further answering said bill of complaint in general this Respondent states that he knows Jannie Johnson to be the widow of Lloyd Lowndes Galloway, alias James Johnson, and that the real estate in these proceedings mentioned connot be divided in kind without material loss or injury. That he knows testimony has been taken in open court in the above entitled cause and that he has no further testimony to take or offer and he does hereby consent to and submits this cause to the court for the appointment of trustees to sell the said property at public sale to the highest bidder therefor and he further requests the court to appoint his solicitor as one of the trustees in making the sale.

And as in duty bound, etc.

William H. Galloway
Respondent

Allan D. Housley
Solicitor for Respondent
Townsworth Building
South St., Annapolis, Md.

Copies of the Answer of William H. Galloway mailed to:

George B. Woelfel, Esq., 9 School Street, Annapolis, Maryland
Albert J. Goodman, Esq., 156 South Street, Annapolis, Maryland

this 6th day of June, 1956.

Allan D. Housley
Solicitor for Respondent

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LIBER 102 PAGE 346

JANNIE JOHNSON	:	NO. 11,635 EQUITY
VS.	:	IN THE CIRCUIT COURT FOR
WILLIAM HENRY GALLOWAY, et al.	:	ANNE ARUNDEL COUNTY

:::::::

OBJECTION OF CO-RESPONDENTS TO APPOINTMENT OF TRUSTEE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

William Henry Galloway, Gertrude Butler and Mary Pindell, original respondents in the above-entitled case, by Albert J. Goodman, their solicitor, object to the appointment of Allan D. Housley, Esq., as co-trustee and for reasons say:

FIRST: That Allan D. Housley, Esq., as solicitor for William H. Galloway, did not enter this case by filing his answer until June 6, 1956.

SECOND: That the original pleadings had been prepared and filed by counsel for the original parties and a full hearing on the merits of the case was held in this Court on May 17, 1956.

THIRD: That it was then disclosed through the efforts of counsel for the original respondents that a living heir had not been included as a respondent; and at the suggestion of this Court, counsel for the complainant was directed to make a reasonable effort to locate the aforesaid heir, William H. Galloway.

FOURTH: In view of the limited services rendered by the said Allan D. Housley and the moderate amount involved, these respondents believe it unfair and inequitable to name the said Allan D. Housley as co-trustee.

AND AS IN DUTY BOUND, ETC.

Albert J. Goodman
156 South Street
Annapolis, Maryland
Solicitor for Respondents,
William Henry Galloway,
Gertrude Butler and
Mary Pindell

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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1956 JUN -7 PM 12:49

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I hereby certify that on this 7th day of June, 1956, I mailed a copy of the foregoing objection to Woelfel and Curley, solicitors for complainant, Jannie Johnson, Nine School Street, Annapolis, Maryland, and Allan D. Housley, solicitor for respondent, William H. Galloway, Towns-Worth Building, Annapolis, Maryland.

Albert J. Goodman
156 South Street
Annapolis, Maryland
Solicitor for Respondents,
William Henry Galloway,
Gertrude Butler and
Mary Pindell

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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LIBER 102 PAGE 348

UNITED STATES GENERAL ACCOUNTING OFFICE
WASHINGTON 25, D. C.

OFFICE OF
ADMINISTRATIVE SERVICES
OAS-RI-JPO

August 6, 1956

George B. Woelfel, Attorney
9-11 School Street
Annapolis, Maryland

Dear Mr. Woelfel:

Reference is made to your letter dated July 11, 1956, requesting verification of an allotment to Jannie Johnson, incident to World War I service of James Johnson.

The allotment application form is not a matter of record in this Office. However, an examination of the U. S. Army pay account record of James Johnson, Private, Serial No. 4105729, from August 22, 1918, date of enlistment, to July 7, 1919, date of discharge, shows the following:

Period	Rate of Class A Allotment	Total
8/22/18 to 9/30/18	-	$15.00
10/1/18 to 10/31/18	-	19.50
("Cl A allot eff. Aug 22/18. Due U. S. $4.50 Cl A Allot not ded fr Sept. Payroll")		
11/1/18 to 7/7/19	$15.00 p.m.	123.50

The name of the allottee is not shown on the examined payrolls. The Veterans Administration may have allotment applications.

Very truly yours,

T. O. Shuler

Unit Head
Records Information Unit

Johnson
vs
Galloway

#11635 Equity

FILED
1956 AUG -9 PM 2:51

Mr. Clerk - Please file

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IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

JANNIE JOHNSON, :

PLAINTIFF. :

VS. : NO. 11,635 EQUITY

WILLIAM HENRY GALLOWAY, and OTHERS, :

DEFENDANTS. :

:::::::

O P I N I O N

This case involves a bill for a sale in lieu of partition of parts of Lots numbered 42 and 43 as shown on a plat of a subdivision called "Neuva Villa Park" in Anne Arundel County.

By confirmatory deed dated February 27th, 1931, and duly recorded among the Land Records of Anne Arundel County, Mary Galloway and Moses Galloway, her husband, and others conveyed this property to Lloyd Lowndes Galloway, a son of Mary and Moses, but reserving a life estate therein in Mary Galloway. The Grantee and Remainderman, Lloyd Lowndes Galloway, died intestate on December 8th, 1940, and the life tenant, Mary Galloway, surviving him, died on December 13th, 1955, intestate. Moses Galloway died intestate in 1946.

1956 OCT 11 PM 12:47 FILED

In addition to Lloyd Lowndes Galloway, Moses and Mary Galloway had the following children, brothers and sisters of Lloyd: William Henry Galloway, Johnnie Galloway, Mary Pindell and Gertrude Butler. All of these children are living except Johnnie who died prior to 1940, survived by a son, William H. Galloway, who is still living, and who is his sole heir.

The bill has been filed against the Galloway heirs by Jannie Johnson, who alleges that she married Lloyd Lowndes Galloway under his assumed name of James Johnson, on February 11th, 1918, in

Baltimore City, and that they were never divorced. She claims her statutory share in his estate.

Three of the Defendants, William Henry Galloway, Mary Pindell and Gertrude Butler, deny any knowledge of the marriage of their brother under the assumed name of James Johnson to the Complainant.

Mr. John B. Johnson, an undertaker and mortician, testified that he buried Lloyd Lowndes Galloway under the name of James Johnson, which latter name appeared on his army discharge papers. William Henry Galloway paid him for the funeral expenses and told him that the Deceased was his brother.

Mrs. Ida Weston, who lived near Neuva Villa Park, testified that she had known Moses and Mary Galloway for about twenty-five years; they had lived next to her. She had known all of their children except Gertrude Butler. She knew that Lloyd Lowndes had changed his name to James Johnson, and that, under that name, before he went into the army in the first world war, he had married Jannie Carroll, the Complainant, and he and she had lived together as man and wife on Hoffman Street in Baltimore, thereafter for a time, and then moved to "Gott's Court" in Annapolis. There were no children born as a result of the marriage, and the parties had not been divorced.

Mr. William D. Johnson, who had lived in "Sage Bottom", now Neuva Villa Park, testified that he had known the Galloway family. Lloyd Lowndes had served with him in the army where he was known as "Mutt" Galloway. He and the Complainant had lived together as man and wife in Baltimore, as well as in "Gott's Court" in Annapolis. Lloyd had told him on a number of occasions that he was married to Jannie Carroll, the Complainant. To the knowledge of the Witness they had no children.

William Henry Galloway testified that his brother, Lloyd,

had assumed the name of James Johnson before he entered the army in 1918 because he had got into some minor trouble and wanted to spare his mother the knowledge of it. The Witness had no knowledge of his brother's marriage nor of his residence at "Gott's Court" with the Complainant. On the contrary, he had lived with his mother until he died. His mother did not, however, receive an allotment from him while he was in the Service.

There was offered in evidence a certified copy of a marriage license issued to James Johnson and "Janie" Carroll on January 7th, 1918, in Baltimore, together with the minister's certificate of their marriage on February 14th, 1918. There was also introduced in evidence a discharge certificate of the United States Army issued to Private James Johnson dated June 2nd, 1947, certifying to his discharge on July 7th, 1919. The death certificate of James Johnson, also in evidence, listed him as married to "Janne" Johnson at the time of his death on December 8th, 1940, and as a veteran of "World War 1918". A letter from the United States General Accounting Office, addressed to Mr. Woelfel, Solicitor for the Complainant, shows that the Army pay account of Private James Johnson indicates an allotment but not the name of the allottee. It will be recalled that William Galloway testified that his mother received no allotment checks.

In the opinion of this Court the evidence establishes that the Complainant was lawfully married to the Deceased, Lloyd Lowndes Galloway, was not divorced from him, and is entitled to share in his estate.

The evidence shows that neither Mary, Moses or Lloyd died possessed of any personal estate. A real estate broker, Carroll H. Henson, valued the land in question at $1,000.00, and the dwelling thereon at between $2500.00 and $3,000.00, total $3,500.00 to $4,000.00, and further testified and the real estate could not be divided without material loss and injury which, in view of the size

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of the property, seems obvious. A decree for the sale of the property in lieu of partition will be signed when presented and George B. Woelfel and Albert J. Goodman, Esquires, will be appointed Trustees to make said sale. William H. Galloway has requested that this Court also appoint his solicitor, Allan D. Housley, as one of the Trustees, but the size of the estate makes it impractical to grant this request.

10/11/56

James Macgill
Judge.

JANNIE JOHNSON	: No.	11,635 Equity
	:	In the
vs.	:	Circuit Court
	:	for
WILLIAM HENRY GALLOWAY etc.	:	Anne Arundel County

D E C R E E

This cause coming on for hearing, testimony was taken, counsel for the parties were heard and the proceedings read and considered.

It is thereupon, this 18th day of October, 1956, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the property mentioned in these proceedings be sold, and that George B. Woelfel and Albert J. Goodman 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 Four Thousand ($4,000.00) Dollars, conditioned for the faithful performance of the trust reposed in them by this Decree, or to be reposed in them by any future Decree or Order in the premises; they shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily or weekly newspaper or newspapers published in Anne Arundel County as they shall think proper, of the time, place, manner and terms of sale, which terms shall be a deposit of ten (10%) per cent on the day of sale, the balance to be due upon final ratification of the sale, the deferred balance to bear interest and to be secured to the satisfaction of the Trustees; and as soon as may be convenient after such sale, the said Trustees shall return to this Court a full and particular account of their proceedings relative to such sale, 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,

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her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, plaintiff and defendant, and those claiming by, from or under them, or either of them; and the said Trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit and such commission to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

James Macgill
JUDGE

45

LIBER 102 PAGE 355

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE: NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

Equity #11,635

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Albert J. Goodman and George B. Woelfel **of Anne Arundel County, State of Maryland, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of** Four Thousand Dollars ($4,000.00) **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** 8th **day of** November **, 1956.**

WHEREAS, by Decree of the Circuit Court for Anne Arundel County in a cause entitled Jannie Johnson vs. William Henry Galloway, et al, No. 11,635 Equity, **dated** October 18, 1956, Albert J. Goodman and George B. Woelfel **were appointed Trustees to make sale of the property described in said proceedings, and the said** Albert J. Goodman and George B. Woelfel **are about to execute said power and make sale of the property described in said proceedings.**

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said property, or to the proceeds thereof, then the obligation set forth above shall be void and of no effect; otherwise to be and remain in full force and virute in law.

WITNESS:

Mary M. Hoff

Mary M. Hoff

Albert J. Goodman (SEAL)

George B. Woelfel (SEAL)

PRINCIPALS

GLOBE INDEMNITY COMPANY, a body corporate

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

SURETY

Bond approved this 8th day of November 1956.

George F. Cromwell, Clerk

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1956 NOV -8 AM 9:56

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LIBER 102 PAGE 356

GEORGE SCIBLE . . . . . Auctioneer

PUBLIC SALE

OF VALUABLE

REAL ESTATE

NO.908 CENTRAL AVENUE, NEUVA VILLA PARK
ANNAPOLIS, MARYLAND

Under and by virtue of a Decree of the Circuit Court for Anne Arundel County dated October 18th, 1956, and passed in a cause therein pending, No. 11635 Equity, wherein Jannie Johnson was complainant and William Henry Galloway et al. were respondents, the undersigned Trustees will offer for sale at public auction at the Courthouse Door, Church Circle, Annapolis, Maryland, on

Tuesday, November 20th, 1956

AT 10:00 O'CLOCK A.M.

all that parcel of land together with improvements thereon which is comprised of portions of Lots No. 42 and 43 as shown on a Plat of Neuva Villa Park (said plat being recorded among the Land Records of Anne Arundel County in Plat Book No. 3, folio 29), having a frontage on Central Avenue of 30 feet and even depth therefrom of 145 feet, being the same property conveyed by J. Cook Webster and wife to Lloyd Lowndes Galloway et al. by Confirmatory Deed dated February 27, 1931, and recorded among the Land Records of Anne Arundel County in Liber FSR No. 87, folio 298.

IMPROVEMENTS: Improved by four (4) room frame bungalow with basement.

TERMS OF SALE: A deposit of (10%) per cent will be required of the purchaser on the day of sale, balance to be paid upon final ratification of the sale, deferred payments to bear interest at the rate of six (6%) per cent.

For further particulars, apply to

GEORGE B. WOELFEL,
9-11 School St., Annapolis

ALBERT J. GOODMAN,
South Street, Annapolis

TRUSTEES

LIBER 102 PAGE 357

Jannie Johnson	:	No. 11,635 Equity
	:	In the
vs.	:	Circuit Court
	:	for
William Henry Galloway, et al	:	Anne Arundel County
	:	

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

AUCTIONEER'S CERTIFICATE

I hereby certify that upon this 20th day of November, 1956, I sold the property described on the reverse side of this paper to George B. Woelfel Jr. at and for the sum of Two Thousand and 00/100 Dollars, he being at that figure the highest bidder therefor.

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

George Scible (Seal)
George Scible, Auctioneer

Witness:
George B. Woelfel

PURCHASER'S AGREEMENT

I hereby certify that upon this 20th day of November, 1956, I purchased the within described property from George B. Woelfel and Albert J. Goodman, Trustees, at and for the sum of Two Thousand and 00/100 ($2000) ——— Dollars and I do hereby agree to comply with the terms of said sale.

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

George B. Woelfel Jr. (Seal)
Purchaser

Witness:
Mary M. Hoff

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1956 NOV 23 PM 3:50

31

Jannie Johnson	:	No. 11,635 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Wm. Henry Galloway, et al	:	Anne Arundel County
	:	

: : : : : : : : :

REPORT OF SALE

To the Honorable, the Judges of said Court:

The report of George B. Woelfel and Albert J. Goodman, Trustees, appointed by a decree of this Court, passed in the above entitled cause, dated the 18th day of October, 1956, to make sale of certain real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of their trust, and after having complied with all the other prerequisites, as required by law and the said decree, and giving notice of the time, place, manner and terms of sale by advertisements inserted in the Evening Capital, a daily newspaper printed and published in the City of Annapolis, for at least three successive weeks before the day of sale, they did, pursuant to said notice, attend at the Court House door, in the City of Annapolis, on the 20th day of November, 1956, at 10 o'clock, A.M., and then and there proceeded to sell said property in manner following, that is to say:

Your Trustees offered at public sale to the highest bidder the property mentioned in said decree, situated in the City of Annapolis and described as follows:

Beginning for the same at a point on the north side of Central Avenue, distant N 71° W, 152.4 feet from a pipe set at the intersection of said north side of said Avenue with the west side of Spa Road, thence leaving said Avenue and with a fence northeasterly 145 feet, more or less, to intersect the lot line of Lot No. 29 (at a point distant N 71° W, 136 feet from a pipe set at the intersection of lot line of Lot No. 37 with the line of Lots Nos. 33 and

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1956 NOV 23 PM 3:50

36); thence N 71° W, 30 feet to a fence; thence with said fence in a southwesterly direction 145 feet, more or less, to said side of said Avenue; thence with the said side of said Avenue S 71° E, 30 feet to the beginning.

Being parts of Lots Nos. 42 and 43 as shown on the aforesaid plat of Neuva Villa Park.

Being the same property which was conveyed unto Lloyd Lowndes Galloway, et al, by J. Cook Webster and wife by confirmatory deed dated the 27th day of February, 1931, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 87, folio 298.

And your said Trustees sold the above described property unto George B. Woelfel, Jr., at and for the sum of Two Thousand ($2,000) Dollars, he being at that figure the highest bidder therefor, the terms of said sale being Two Thousand Dollars cash.

Respectfully submitted,

George B. Woelfel

Albert J. Goodman
Trustees

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify, that on this 20th day of November, in the year 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared George B. Woelfel and Albert J. Goodman, Trustees named in the above report of sale, and made oath in due form of law, that the matters and things stated in the aforegoing report are true to the best of their knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and seal Notarial.

Notary Public

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LIBER 102 PAGE 360

ORDER NISI

JANNIE JOHNSON

versus

WILLIAM HENRY GALLOWAY, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,635 Equity

Ordered, this 23 day of November, 19 56, That the sale of the Property in these proceedings mentioned, made and reported by George B. Woelfel and Albert J. Goodman, Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 29 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 29 day of December next.

The report states that the amount of sale was $ 2,000.00

filed 1956 Nov 23 PM 3:50

George E. Cromwell Clerk.

True Copy.

TEST: Clerk.

(Final Order)

JANNIE JOHNSON

versus

WILLIAM HENRY GALLOWAY, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 8th day of January, 1957, that the sale made and reported by the Trustees aforesaid, be and the same is hereby Ratified and Confirmed unless cause to the contrary having been shown on or before the first Monday in February next, 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

1957 JAN 10 · PM 12: 13

LIBER 102 PAGE 361 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. 11,635 Equity

JANNIE JOHNSON
Vs.
WILLIAM HENRY GALLOWAY, et al.

Ordered, this 23rd day of November, 1956, That the sale of the Property in these Proceedings mentioned made and reported by George H. Woelfel and Albert J. Goodman, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 29th 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 29th day of December next.

The report states that the amount of sale was $2,000.00.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:
GEORGE T. CROMWELL, Clerk.
D-17

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No. E.C. 8995 1957 JAN -8 PM 2:15

35

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 4, 1957

We hereby certify, that the annexed

Order Nisi Sale
Eq. 11,635
William Henry Galloway

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 29th day of December, 1956. The first insertion being made the 26th day of November, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By N. Tilghman

Legal Notice

Public Sale

OF VALUABLE REAL ESTATE No. 908 CENTRAL AVENUE, NEUVA VILLA PARK, ANNAPOLIS, MARYLAND

Under and by virtue of a Decree of the Circuit Court for Anne Arundel County dated October 18th, 1956, and passed in a cause therein pending, No. 11635 Equity, wherein Jannie Johnson was complainant and William Henry Galloway et al. were respondents, the undersigned Trustees will offer for sale at public auction at the Courthouse Door, Church Circle, Annapolis, Maryland, on

Tues., Nov. 20th, 1956 at 10:00 o'clock A. M.

all that parcel of land together with improvements thereon which is comprised of portions of Lots No. 42 and 43 as shown on a Plat of Neuva Villa Park (said plat being recorded among the Land Records of Anne Arundel County in Plat Book No. 3, folio 20), having a frontage on Central Avenue of 30 feet and even depth therefrom of 145 feet, being the same property conveyed by J. Cook Webster and wife to Lloyd Lowndes Galloway et al. by Confirmatory Deed dated February 27, 1931, and recorded among the Land Records of Anne Arundel County in Liber ESR No. 87, folio 298.

IMPROVEMENTS: Improved by four (4) room frame bungalow with basement.

TERMS OF SALE: A deposit of ten (10%) per cent will be required of the purchaser on the day of sale, balance to be paid upon final ratification of the sale, deferred payments to bear interest at the rate of six (6%) per cent.

For further particulars, apply to
9-11 School St., Annapolis
GEORGE E. WOELFEL,
9-11 School St., Annapolis
ALBERT J. GOODMAN,
South Street, Annapolis
TRUSTEES

Auctioneer: George Selble N-1

No. E.C. 8884 1957

FILED
JAN 10 PM 12:12

LIBER 102 PAGE 362

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 9, 1957

We hereby certify, that the annexed

Public Sale

Eq. 11,635

Williams Henry Galloway

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 November, 1956. The first insertion being made the 29th day of October, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

In the Case of

Jannie Johnson

vs.

William Henry Galloway,
et al

In the

Circuit Court

For

Anne Arundel County

No. 11,635 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 23, 1957

All of which is respectfully submitted.

Laura K. Jicklin
Auditor.

Dr. Jannie Johnson vs. William Henry Galloway, et al in ac.

To Trustees for Commissions, viz:	93	00	93	00
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	69	75		
Jos. C. Deegan - Sheriff's costs	6	70		
Jos. W. Alton, Jr. - Sheriff's costs	1	45		
Irene Hazel - stenographer's fee	10	00		
Auditor - stating this account	13	50		
			121	40
To Trustees 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	9	69		
Globe Indemnity Co. - bond premium	16	00		
Carroll H. Hynson - appraisal and testimony	75	00		
George W. Scible - auctioneer's fee	25	00		
One-half Federal documentary stamps	1	10		
One-half State documentary stamps	1	10		
Mary M. Hoff - notary fees	1	00		
			179	13
To Trustees for Taxes, viz:				
1955 State and County taxes ($37.78 -adj.)	33	58		
1955 Annapolis City taxes	28	70		
1956 Annapolis City taxes ($28.28- adj.)	11	02		
			73	30
To Jannie Johnson, Widow of Lloyd Lowndes Galloway - this balance on account statutory allowance of $2,000.00	1,533	17	1,533	17
			2,000	00

35

with George B. Woelfel and Albert J. Goodman, Trustees Cr.

1956				
Nov.	20	Proceeds of Sale	2,000 00	2,000 00
				2,000 00

ORDER NISI

LIBER 102 PAGE 366

Jannie Johnson

VERSUS

William Henry Galloway,

et al

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,635 Equity.

ORDERED, This 28th 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 1st day of ~~February~~ 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 1st day of ~~February~~ March next.

Filed 1957 Jan. 28, 1:00 P.M.

George T. Cromwell

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.

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JANIE JOHNSON	:	NO. 11,635 EQUITY
		IN THE CIRCUIT COURT
VS.	:	FOR
WILLIAM HENRY GALLOWAY, et al.	:	ANNE ARUNDEL COUNTY

:::::::

EXCEPTIONS TO RATIFICATION OF AUDITOR'S ACCOUNT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

William Henry Galloway, Gertrude Butler and Mary Pindell, respondents, except to the ratification of the auditor's account heretofore filed in this cause, and as reasons therefor, say:

FIRST: That said account reveals that the proceeds of the sale heretofore made and reported, amounted to $2,000.00, and that after deducting a total of $466.83 for Trustee's commissions, court costs, expenses of sale and taxes, there remains the sum of $1,533.17 to be distributed among the heirs of Lloyd Lowndes Galloway, deceased.

SECOND: That according to said auditor's account, the said sum of $1,533.17 is proposed to be awarded to the complainant, Janie Johnson, as widow of the said decedent, Lloyd Lowndes Galloway, with no portion thereof to be distributed among the respondents.

THIRD: That the said Lloyd Lowndes Galloway was survived by his widow and his parents, Moses and Mary Galloway, who, upon his death, in accordance with Article 93, Section 132 of the Annotated Code of Maryland (1951 Ed.) became entitled to a one-half share in the estate of said decedent; and that the respondents to this cause, being the heirs of the said Moses and Mary Galloway, are entitled to such one-half share in accordance with Article 93, Section 143 of the Annotated Code of Maryland (1951 Ed.).

FOURTH: That by reason of the above, the said sum of $1,533.17 should be distributed one-half for the complainant, Janie Johnson, and one-eighth to each of the respondents to this cause, viz, William Henry Galloway, Gertrude Butler, Mary Pindell and William H. Galloway, intervening respondent.

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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1957 FEB -2 AM 10:55

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WHEREFORE, your exceptants pray:

A. THAT said auditor's account be not ratified or confirmed.

B. THAT the matter be referred back to the auditor for the stating of a proper account with distribution of the proceeds of the aforementioned sale being made to all the parties to this cause in accordance with their respective legal interests.

C. AND for such other and further relief as the nature of their cause shall require.

AND AS IN DUTY BOUND, ETC.

Theodore G. Bloom
156 South Street
Annapolis, Maryland

Albert J. Goodman
156 South Street
Annapolis, Maryland
Colonial 3-2400
Solicitors for Exceptants

I hereby certify that on this 2 day of February, 1957, I mailed a copy of the foregoing exceptions to George B. Woelfel, solicitor for complainant, 9 School Street, Annapolis, Maryland, and to Allan D. Housley, solicitor for intervening respondent, William H. Galloway, Townsworth Building, Annapolis, Maryland.

Solicitor for Exceptants

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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LIBER 102 PAGE 369 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 6, 1957

We hereby certify, that the annexed

Order Nisi Eq. 11,635

Auditor's account

William Henry Galloway

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 1st day of March, 1957. The first insertion being made the 29th day of January, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Wilgus

Legal Notices

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,635 Equity

JANNIE JOHNSON
Vs.
WILLIAM HENRY GALLOWAY, et al.

Ordered, this 28th 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 1st 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 1st day of March next.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

F-12

FILED

No. E.C. 101 1957 MAR 27 PM 2:31

43

Jannie Johnson	:	No. 11,635 Equity
	:	In the
vs.	:	Circuit Court
	:	for
William Henry Galloway, et al	:	Anne Arundel County
	:	

: : : : : : : : :

STIPULATION

To the Honorable, the Judges of said Court:

Whereas the Auditor's account filed in this proceedings on January 23rd, 1957, discloses a surplus of $1,533.17 awarded to Jannie Johnson, widow, on account of the widow's allowance of $2,000.00, and

Whereas at the time of the death of her husband Lloyd Lowndes Galloway, his mother and father survived him so that the interest of Jannie Johnson should have been one-half of the $1,533.17, and

Whereas the father and mother of Lloyd Lowndes Galloway have since died and their half interest in the proceeds of sale should be divided equally between William Henry Galloway, Mary Pindell, Gertrude Butler and William H. Galloway, son of Johnnie Galloway, deceased, and

Whereas Jannie Johnson has recently departed this life intestate without children, being survived, however, by three brothers, Frank Carroll, 572 Gold Street, Baltimore 17, Md., Matthew J. Carroll, 834 N. Fulton Ave., Baltimore 17, Md., and Albert Carroll, 256 Rhode Island Ave., Newark, East Orange, New Jersey, and

Whereas no letters of administration were taken out on her estate but her funeral bill was paid by her three brothers, and

Whereas by agreement dated January 11th, 1956, Jannie Johnson did agree to pay unto George B. Woelfel, her solicitor,

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25% of whatever sum of money he would be able to collect for her as is shown by a photostatic copy filed herewith so that the said George B. Woelfel would be entitled to $191.64 as his fee, and

Whereas Jannie Johnson has been advanced by the said George B. Woelfel the sum of $225 as is disclosed by a photostatic copy of her assignment dated August 30th, 1956, and by note for $20.00 dated September 7th, 1956, so that the balance due said Jannie Johnson would be $349.94.

Now, therefore, it is agreed between the counsel for the respective parties, that the exceptions to the ratification of the auditor's account to the distribution of the proceeds as disclosed in the auditor's account should be sustained and that the distribution should be as follows:

To William Henry Galloway,	$191.64
To Mary Pindell	191.65
To Gertrude Butler	191.65
To William H. Galloway	191.65

Jannie Johnson's share as follows:

To George B. Woelfel, fee	191.64
To George B. Woelfel for advancements made to her	225.00
To Jannie Johnson's Estate	349.94

Respectfully submitted,

George B. Woelfel

Albert J. Gorbman

45

August 30th, 1956.

Received from George B. Woelfel up to and including this day the sum of Two Hundred Five ($205) Dollars total, said advancements to be deducted from my share in my husband's house.

Jannie Johnson.

ADDRESS.....

No. ..... $ 20 xx TO Annapolis, Md. Sept. 7 19 56

Thirty (30) days after date, I we, or either of us jointly and severally promise to pay to ANNAPOLIS BANKING & TRUST COMPANY (at the Banking House, Annapolis, Md.).

or order the sum of Twenty and 00/100 DOLLARS, for value received, with interest from date, hereby waiving the benefit of all exemption and stay laws; and also protest, and agree in default of payment of this note when it becomes due, to pay ten per cent attorney's fees for collection.

And, I, we, or either of us, hereby jointly and severally authorize the Clerk of the Circuit Court or any justice of the Peace for Anne Arundel County, Maryland, to enter, or any Attorney of any Court of Record to appear for us, or either of us, and in my or our name or names to confess judgment at, or after maturity for the above sum, interest and costs and said attorney's fees.

As Witness our Hands and Seals: (GIVE NAME IN FULL) Jannie Johnson (SEAL)

..... (SEAL)

..... (SEAL)

DUE.....

PART PAYMENT ON ACCOUNT						BALANCE		

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Exhibit A

This Agreement, made this 11th day of January, 1956, by and between Jannie Johnson, widow, of 1505 Pressman Street, Baltimore, Maryland, hereinafter called party of the first part, and George B. Koelfel, hereinafter called party of the second part.

Whereas on the 11th day of February, 1914, Jannie Johnson was married to one James Johnson, and

Whereas James Johnson at times went under the name of Lloyd Lowndes Galloway, and

Whereas the said James Johnson or Lloyd L. Galloway died intestate December 8th, 1940, in Annapolis, Maryland, and

Whereas the said party of the first part believes she has an interest in some real estate formerly belonging to Lloyd Lowndes Galloway, and

Whereas she has employed said George B. Koelfel to take whatever steps in law are necessary to procure her share for her and has agreed to pay him 25% of whatever amount of money he shall be able to get for her.

Now, therefore, this Agreement Witnesseth: That for and in consideration of the premises and the further sum of One Dollar passing to and from the parties hereto, the receipt whereof is hereby acknowledged, the said Jannie Johnson does hereby agree to pay unto the said George B. Koelfel the sum of twenty-five percent of whatever money he is able to procure for her as aforesaid and the said George B. Koelfel does hereby agree that he will examine the title and file whatever proceedings are necessary in order to procure for her a widow's share in her husband's property and does agree to accept the aforesaid twenty-five percent of the amount he shall get for her as ~~her~~ his fee, it being understood and agreed that if no money is gotten for her then there will be no fee charged.

Witness the hands and seals of the parties hereto.

Witness:

Mary M. Haff

Jannie Johnson (Seal)

George B. Koelfel (Seal)

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Exhibit 'B'

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ORDER OF COURT
SUSTAINING EXCEPTIONS, DIRECTING DISTRIBUTION AND FINAL RATIFICATION OF AUDITOR'S ACCOUNT AS AMENDED

This cause standing ready for hearing on exceptions to the distribution of the $1,533.17 as shown in the Auditor's Account and being submitted on stipulation of counsel, the proceedings were read and considered by the Court.

It is thereupon this 27th day of March, in the year 1957, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the exceptions to the distribution of the $1,533.17 as shown in the Auditor's account filed in this cause, be, and the same is hereby sustained.

And it is further ADJUDGED, ORDERED and DECREED that the distribution of the $1,533.17 be, and the same is hereby, made as authorized to be follows:

To William Henry Galloway	$191.64	
To Mary Pindell	191.65	
To Gertrude Butler	191.65	
To William H. Galloway	191.65	
To George B. Woelfel, fee	191.64	
To George B. Woelfel for advancements made to her	225.00	
To Jannie Johnson's Estate	349.94	$1,533.17

And it is further ADJUDGED, ORDERED and DECREED that the Auditor's account as amended by this order, be, and the same is hereby, finally ratified and confirmed and that the Trustees shall apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge

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CARRIE H. THOMPSON, widow, DORRINE STEWART and SELLMAN STEWART, her husband, Churchton, Maryland, Plaintiffs	*	IN THE
vs.	*	CIRCUIT COURT
RUFUS THOMPSON and VIRGINIA THOMPSON, his wife, 1411 Division Street, Baltimore, Maryland; ELLSWORTH THOMPSON, single 204 N. Saratoga Street, Baltimore, Maryland; LARUE THOMPSON FORRESTER and EDWARD FORRESTER, her husband, 667 S. Ordale Road, Turners Station, Baltimore County, Maryland; EDWARD THOMPSON, single C/O Rufus Thompson, 1411 Division Street, Baltimore, Maryland; ELSIE THOMPSON HOWARD, widow, Crownsville State Hospital, Crownsville, Maryland; RUBY THOMPSON, widow, and LOUISE THOMPSON, single, 115 S. Kirkwood Street, Dover, Delaware; MACE THOMPSON and ETTA THOMPSON, his wife, 606 Prescott Avenue, Baltimore 12, Maryland; ROBERT THOMPSON and CHARLOTTE THOMPSON, his wife, 5009 The Alameda, Baltimore 12, Maryland; MARIE THOMPSON PITTS and HERBERT T. PITTS, her husband, 1521 Presstman Street, Baltimore, Maryland; JOHN THOMPSON, single, and LEONIA THOMPSON, single, 115 N. Schroeder Street, Baltimore, Maryland; AND THE UNKNOWN HEIRS OF THEOPHILUS THOMPSON, CHRISTOPHER THOMPSON, EDWARD THOMPSON, BELLE THOMPSON, SANKEY THOMPSON, SIDNEY THOMPSON, LEROY THOMPSON AND HARRIS THOMPSON, deceased. Defendants	*	FOR ANNE ARUNDEL COUNTY NO. 11,077 EQUITY

* * * * * * * * * *

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Carrie H. Thompson, widow of Sankey Thompson, deceased,

Filed 30 July, 1954.

and Dorrine Stewart and Sellman Stewart, her husband, respectfully represents:

1. That Theophilus Thompson, a widower, died intestate in 1946, seized and possessed of certain real property in Anne Arundel County consisting of two and one-half (2½) acres, more or less, improved by an old dwelling, in a bad state of repair, being a part of the same property which was conveyed to Theophilus Thompson by the two following deeds: (1) from Thomas F. Deale and Mary A. Deale, his wife, dated April 5, 1896, and recorded among the Land Records of Anne Arundel County in Liber G.W. 2, Folio 379; (2) from Virgil M. Franklin and Maggie Franklin, his wife, dated December 16, 1897, and recorded among the aforesaid Land Records in Liber G.W. 11, Folio 352; certified copies of which deeds are filed herewith as Plaintiffs' Exhibits "A" and "B".

2. That Theophilus Thompson, during his lifetime, made the following conveyances from the above-mentioned tracts of land: (a) to Walter Thompson by deed dated May 16, 1896, and recorded among the aforesaid Land Records in Liber G.W. 2, Folio 280, certified copy of which is filed herewith as Plaintiffs' Exhibit "C"; (b) to Sankey Thompson and Carrie Thompson, his wife, by deed dated August 29, 1942, and recorded among the aforesaid Land Records in Liber J.H.H. 268, Folio 279, certified copy of which is filed herewith as Plaintiffs' Exhibit "D"; (c) to State of Maryland, to use of State Roads Commission, a strip of land for State Road as from Deed and Plat recorded among the Land Records of Anne Arundel County in Liber J.H.H. 193, Folio 187.

3. That on August 7th, 1901, the said Theophilus Thompson executed an indemnity mortgage to Virgil M. Franklin, et al, to secure his notes, totalling $245.00, to the Farmers National Bank of Annapolis, said mortgage being recorded among the aforesaid Land Records in Liber G.W. 22, Folio 134; that the said mortgagees died many years ago and the said Bank has no record of any unpaid note of Theophilus Thompson as evidenced by certificate from said Bank filed herewith as Plaintiffs' Exhibit "E".

4. That the said Theophilus Thompson was survived by (a) Christopher Thompson, a son who died on April 6, 1949, a widower with no children or descendants of children surviving him; (b) Rufus Thompson, son; (c) Dorrine Stewart, a daughter; (d) Ellsworth Thompson, son; (e) Edward Thompson, Jr., Larue Thompson

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Forrester and Elsie Thompson Howard, the children of Edward Thompson, a deceased son; (f) Sankey Thompson, Mace Thompson, Robert Thompson and Leroy Thompson, children of Belle Thompson, a deceased daughter; (g) Marie Thompson, daughter of Sidney Thompson, deceased son; (h) John Thompson and Leonia Thompson, children of Harris Thompson, a deceased son.

5. That the said Leroy Thompson died intestate in 1952, leaving surviving him Ruby Thompson, widow, and Louise Thompson, daughter.

6. That the said Sankey Thompson died intestate February 19, 1954, leaving surviving him his widow, Carrie H. Thompson, his brothers, Mace Thompson, and Robert Thompson, and the children of his deceased brothers, Leroy Thompson, Sidney Thompson and Harris Thompson, as recited in paragraphs 4(f) and 5 of this Bill of Complaint.

7. That the said Theophilus Thompson, Edward Thompson, Belle Thompson, Sankey Thompson, Sidney Thompson, Leroy Thompson and Harris Thompson left no personal estates and their only assets consisted of their respective undivided interest in the aforementioned real estate at the time of their deaths, and there has been no administration of their estates.

8. That your Petitioners have been unable to obtain from all the heirs the respective proportionate shares of the State and County taxes on the aforementioned real estate.

9. That your Petitioners own an undivided interest in the said property, which property cannot be equitably partitioned among the several heirs.

10. That it would be to the best interests of the said heirs that this property be sold and the net proceeds of the sale distributed among the heirs as their interests may appear.

11. That all the known heirs at law of Theophilus Thompson, Christopher Thompson, Edward Thompson, Belle Thompson, Sankey Thompson, Sidney Thompson, Leroy Thompson and Harris Thompson are parties to this suit; that there may be other heirs unknown to your Petitioners who should be parties to this suit in order that any interest which they may have in the said property mentioned in these proceedings will be determined by any decree that may be passed in the premises.

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TO THE END, THEREFORE,

(a) That a trustee may be appointed by this Court to sell the real estate mentioned in these proceedings; and that said trustee shall grant and convey said property unto the purchasers by a good and merchantable title, free and clear of any and all claims of the heirs of Theophilus Thompson or of anyone claiming by, through or under them.

(b) That a notice to creditors be issued giving notice to the creditors of the said Theophilus Thompson and his aforementioned heirs at law who are since deceased, and of those claiming by, from or under them to file their claims in this Court within the time prescribed by this Court.

(c) That the proceeds of the sale, after the payment of claims, costs and expenses of this suit, be distributed to the parties entitled thereto, as their interests may appear.

(d) That your Petitioners may have such other and further relief as their case may require.

May it please your Honors to grant unto your Orators a writ of subpoena directed to the said Rufus Thompson and Virginia Thompson, his wife, 1411 Division Street, Baltimore, Maryland; Ellsworth Thompson, 204 N. Saratoga Street, Baltimore, Maryland; Larue Thompson Forrester and Edward Forrester, her husband, 667 S. Ordale Road, Turners Station, Baltimore County, Maryland; Edward Thompson, Jr., care of Rufus Thompson, 1411 Division Street, Baltimore, Maryland; Elsie Thompson Howard, Crownsville State Hospital, Crownsville, Maryland; Mace Thompson and Etta Thompson, his wife, 606 Prescott Avenue, Baltimore 12, Maryland; Robert Thompson and Charlotte Thompson, his wife, 5009 The Alameda, Baltimore 12, Maryland; Marie Thompson Pitts and Herbert T. Pitts, her husband, 1521 Presstman Street, Baltimore, Maryland; and John Thompson and Leonia Thompson, 115 N. Schroeder Street, Baltimore, Maryland; and that an order of publication issue giving notice to the said Ruby Thompson, widow, Louise Thompson, single, non-residents of the State of Maryland, and the unknown heirs of Theophilus Thompson, Christopher Thompson, Edward Thompson, Belle Thompson, Sankey Thompson, Sidney Thompson, Leroy Thompson and Harris Thompson, deceased, of the

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object and substance of this Bill of Complaint, and commanding all of said Defendants to be and appear in this Court, in person or by Solicitors, at some certain date to be named therein, and answer the premises and abide by and perform such decree as may be passed therein.

AND AS IN DUTY BOUND, ETC.

Carrie H Thompson
Carrie H. Thompson

Dorrine Stewart
Dorrine Stewart

Sellman Stewart
Sellman Stewart

PLAINTIFFS

John H Hopkins IV
Solicitor for Plaintiffs,
John H. Hopkins, IV,
15 School Street,
Annapolis, Maryland.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 23rd day of July, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Carrie H. Thompson, widow, and Dorrine Stewart and Sellman Stewart, her husband, and they each made oath in due form of law that the matters and things set forth in the foregoing Bill of Complaint are true and correct to the best of their knowledge and belief.

WITNESS my hand and Notarial Seal.

John H Hopkins IV
Notary Public

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THIS DEED, made this fifth day of April Eighteen Hundred and ninety-six, by Thomas F. Deale and Mary A. Deale, his wife, both of Anne Arundel County, State of Maryland, of the first party and Theophilus Thompson of Anne Arundel County, State of Maryland, of the Second part. WITNESSETH:

THAT the said Thomas F. Deale and Mary A.Deale, his wife for and in consideration of the Sum of Sixty Dollars current money,do hereby grant to the said Theophulus Thompson of the said State and County all that lot and parcel of land Situate in the Great Swamp in the Eighth Election District of Anne Arundel County which is described as follows:

BEGINNING at a fence, the dividing line between the land of Robt, Thompson and the land here intended to be conveyed, and running in a Northwesterly direction to the land of Gassaway Holland, thence with Gassaway Holland's land in a South Westerly direction to the land of George Stewart, thence with the land of George Stewart East to the land of Henrietta Franklin, thence Northeast with the land of Henrietta Franklin to a Stone the boundary between the lands of Henrietta Franklin, Virgil M. Franklin and the land here intended to be conveyed, and from said Stone North to the place of beginning. Supposedly to contain about Five Acres of land, more or less. The said land being a part of the Twenty Acres Conveyed by James Deale of Gus and Elizabeth his wife to Thos. F. Deale by Deed bearing date the third day of October in the year Eighteen hundred and Seventy-four.

WITNESS OUR HANDS AND SEALS.

TEST: THOS. F. DEALE (SEAL)

GEO. W. HYDE. MARY A. DEALE (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I Hereby Certify that on this fifth day of April,eighteen hundred and Ninety-six before me the Subscriber, a Justice of the Peace of the said State in and for the County aforesaid, personally

Refiled 24 July 1956

11.077 Eq
Thompson - Thompson
Examiner's Exh. 1
E. Klawans
examiner

Filed 30 July, 1954 Plaintiffs Exhibit "A"

appeared Thos . F. Deale, and Mary A. Deale, his wife, the within named grantors , and did each acknowledge the foregoing Deed to be their respective act.

Geo. W. Hyde, J.P., Recorded 25 May, 1896.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY,

I HEFEBY CERTIFY, that the aforegoing DEED is truly taken and copied from Liber G. W. No. 2, folio 279, 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 July, A. D., 1954.

John H. Hopkins, 3rd. CLERK

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY. MD.

This Deed made this Sixteenth day of December in the year Eighteen hundred and ninety seven by Virgil M. Franklin and Maggie Franklin his wife of the first part and Theophilas Thompson of the second part all of Anne Arundel County and State of Maryland.

Witnesseth that for and in consideration of the sum of One hundred dollars paid to the party of the first part by the party of the second part, the receipt of which is hereby acknowledged, the said Virgil M. Franklin and Maggie Franklin hath granted and conveyed and by these presents doth grant and convey to the said Theophilas Thompson his heirs and assigns in fee simple, all that lot or parcel of ground lying and being in the Great Swamp, in the Eight Election District of Anne Arundel County which is described as follows, that is to say, being bounded on the East by the lands of Robert Thompson on the South by the Public Road leading from Churchton to Herring Bay, on the West by the lands of Virgil M. Franklin, and on the North by the lands of Thomas F. Deale containing and laid out for two acres of land more or less, the said lot being separated from the remainder of the tract of land of the said Virgil M. Franklin and bounded by approximate boundries and which is mentioned in and exempted from the operation of a mortgage from the said Virgil M. Franklin to John G. Rogers duly of record in the said Records of Anne Arundel County in Liber G. W. No. 3 folio 471, the same being a part of the tract of land which was conveyed to the said Virgil M. Franklin by Alexander B. Hagner and J. Wirt Randall Trustees by deed dated the 25th day of February 1881 and recorded among the land records aforesaid in Liber S. H. No. 17 folio 153 etc.

Together with all the improvements thereupon and all the rights roads ways waters privileges and appurtenances thereto belonging or in anywise appertaining.

To Have and To Hold the property and premises hereinbefore described and hereby mentioned to be conveyed with the rights and appurtenances unto the said Theophilas Thompson his heirs and assigns forever.

Refiled 24 July 1936

Plaintiffs' Exhibit "B"

Filed 30 July, 1954

11,077 Eq

Thompson - Thompson

Examiner's Exh 2

E. Edwards

Examiner

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Witness the hands and Seals of the grantors

Witness	Virgil M. Franklin	(SEAL)
Edward G. Sutton	Maggie Franklin	(SEAL)

State of Maryland, Anne Arundel County S S

I hereby certify that on this 16day of November A.D. 1898 before the subscriber a Justice of the Peace of the State of Maryland in and for Anne Arundel County personally appeared Virgil M. Franklin & Maggie Franklin his wife and did each acknowledge the aforegoing deed to be their respective act.

Edward G. Sutton
Justice of the Peace

Recorded 18th November 1898.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Deed is truly taken and copied from Liber G. W. 11 Folio 352 one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 30th. day of July A. D., 1954.

John H. Hopkins, 3rd. Clerk.
John H. Hopkins, 3rd.

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THIS DEED, made this Sixteenth day of May, Eighteen hundred and Ninety-six, by Theophilus Thompson and Susan Thompson, his wife, both of Anne Arundel County in the State of Maryland.

WITNESSETH, that the said Theophilus Thompson & Susan Thompson, his wife, for and in consideration of the sum of Fifty Dollars, current money, do hereby grant unto Walter Thompson of the State and County aforesaid,

ALL that lot and parcel of land situate in the Great Swamp in the Eighth Election District of Anne Arundel County, which is described as follows:-

BEGINNING for the same at a fence, the dividing line between the land of Robt. Thompson and the land herein intended to be conveyed, and running in a North Westerly direction with the land of Daniel Stewart to the land of Gassaway Holland, thence with the land of Gassaway Holland, South West to the land of George Stewart, thence with the land of George Stewart, South East to the land of Theophilus Thompson, thence with the land of Theophilus Thompson North East to the place of beginning. Supposing to contain about four acres of land, more or less, in fee simple.

THE said land being the same land conveyed by Thos. F. Deale & Wife to Theophilus Thompson by deed bearing date May the fifth Eighteen hundred and Ninety Six.

WITNESS our hands and Seals.

TEST:

THEOPHILUS his X mark THOMPSON (SEAL)

SUSAN THOMPSON her X mark (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I HEREBY CERTIFY, that on this ____ day of May, Eighteen hundred and Ninety-six , before me, the Subscriber, one of the Justices of the Peace of the said State in and for the County aforesaid personally appeared Theophilus Thompson and Susan Thompson, his wife the within named Grantors and did each acknowledge the

Refiled 24 July 1956

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Thompson v Thompson
Examiner's Exh. 3
E Clowans
examiner

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Plaintiff's Exhibit "C"
Filed 30 July, 1954

DEED to be their respective act.

EDW? G. SUTTON, J.P.

RECORDED 25 May, 1896.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing DEED is truly taken and copied from Liber G. W. No. 2, folio 280, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I Hereunto set my hand and affix the Seal of the Circuit Court, this 28th day of July, A. D., 1954.

John H. Hopkins, 3rd. CLERK
John H. Hopkins, 3rd,
of the Circuit Court for Anne Arundel County.

(INT. REV. STAMPS 55¢)(MD. STATE STAMP 10¢) TITLE NOT EXAMINED.

THIS DEED, made this 29th day of August, 1942, by and between Theophilous Thompson, widower, of Anne Arundel County, State of Maryland, hereinafter referred to as "GRANTOR"; and Sankey Thompson and Carrie H. Thompson, his wife, of the said County and State, hereinafter referred to as "GRANTEES".

WITNESSETH: That in consideration of the sum of Five Dollars ($5.00), and other good and valuable considerations, paid by the GRANTEES to the GRANTOR, receipt whereof in full is hereby acknowledged the said GRANTOR does hereby grant and convey unto the said GRANTEES, as tenants by the entireties, their heirs and assigns, forever in fee simple.

All that lot of ground situate in the Seventh Election District of Anne Arundel County, State of Maryland, which is more particularly described as follows:

Beginning for the same at an iron pipe now set on the North side of the State Road leading from Churchton to Deale, the said iron pipe and place of beginning is in line with the electric poles on the said North side of the said State Road and is also on the Westerly side of a 12.0 foot right of way running parallel with and 12.0 feet Westerly of the Easterly boundary line of the original whole tract of which the lot now being described in a part, the said iron pipe and place of beginning is distant South 52° 49' West 12.12 feet from the point of intersection formed by the said North side of the State Road with the said Easterly boundary of the said last mentioned whole tract, the said iron pipe and place of beginning is also distant South 52° 49' West 43.55 feet from the point of intersection formed by the said North side of the State Road with the prolongation Southeasterly the West side of the main dwelling situated on the property adjoining hereto on the East, now owned by Sellman Stewart, thence running from the beginning point so fixed leaving the said State Road and with the West side of the said mentioned 12.0 foot right of way parallel with and 12.0 feet West of the above mentioned Easterly boundary line, of the original whole tract which is also the Westerly boundary line of the 2.0 acre tract

Refiled 24 July 1956
Plaintiffs Exhibit "D"
Filed 30 July, 1954

11,077 Eq
Thompson-Thompson
Examiner's Exh. 4
E. Clevans, Examiner

of land adjoining hereto as aforesaid on the East, now owned by the above mentioned Sellman Stewart, the course and distance on the said line being South 29° 33' East 350.0 feet as will be seen by reference to the deed to the said Sellman Stewart in F.A.M. No. 152, folio 170, and now corrected for variation, North 29° 00' West 221.0 feet to a stake, thence leaving said mentioned 12.0 foot right of way and running across part of the said whole tract South 52° 49' West 50.0 feet, thence parallel with the first line of this description South 29° 00' East 221.0 feet to another iron pipe on the North side of the first mentioned State Road, the said last mentioned iorn pipe is distant Easterly 12.6 feet from the center of the A&C B.P.Co. pole No. 306818, thence with the North side of the said last mentioned road North 52° 49' East 50.0 feet to the place of beginning.

Containing 0.25 acres of land, more or less.

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

TO HAVE AND TO HOLD the said lot of ground with the improvements thereon, and all right and other appurtenances unto and to the said GRANTEES,as tenants by the entireties, their heirs and assigns, forever in fee simple.

AND the said GRANTOR covenants that he will warrant specially the property hereby granted and that he will execute such other and forther assurances of the same as may be requisite.

WITNESS the hand and seal of the said GRANTOR.

TEST: THEOPHILOUS THOMPSON HIS X MARK (SEAL)

R. O. ROGERS

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 29th day of August, 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Theophilous Thompson, the GRANTOR named in the aforegoing deed, and he acknowledged the said

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deed to be his act and deed.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL)

ROBERTA O. ROGERS

NOTARY PUBLIC.

RECORDED September 18, 1942, 3 P.M.,

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing Deed is truly taken and copied from Liber J.H.H. No. 268 folio279, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of the Circuit Court for Anne Arundel County, this 27th day of July, A. D., 1954.

John H. Hopkins, 3rd Clerk.

CERTIFICATE

TO WHOM IT MAY CONCERN:

The Farmers National Bank of Annapolis by Joseph N. Shumate, President, hereby certifies that its records do not show as open and unpaid two notes payable to The Farmers National Bank of Annapolis, and described as follows:

(1) Dated July 16, 1901, executed by Theophilus Thompson, Virgil M. Franklin and James Thompson for the sum of One Hundred Thirty-five and no/100 Dollars ($135.00), payable four months after date; and,

(2) Dated August 7, 1901, executed by Theophilus Thompson, Julius Phipps and Edward Deale for the sum of One Hundred Ten and no/100 Dollars ($110.00), payable four months after date.

WITNESS the hand of Joseph N. Shumate, President of The Farmers National Bank of Annapolis, attested by its Secretary, and its corporate seal hereunto affixed, this 28th day of July, 1954.

ATTEST:

Cary L. Meredith, Jr.
Asst. Cashier ~~Secretary~~

THE FARMERS NATIONAL BANK OF ANNAPOLIS

By Joseph N. Shumate
President

Refiled 24 July 1956

11,077 Eq
Thompson Thompson
Examiner: Exh 5
E. Clowans
examiner

Plaintiffs Exhibit "E"
Filed 30 July, 1954

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CARRIE H. THOMPSON, ET AL,	*	IN THE CIRCUIT COURT
VS.	*	FOR
RUFUS THOMPSON, ET AL	*	ANNE ARUNDEL COUNTY
	*	NO. 11,077 EQUITY

* * * * * * * * * *

ORDER OF PUBLICATION

The object of this suit is to obtain a decree for the sale of the real estate mentioned in these proceedings.

The Bill of Complaint recites in substance that Theophilus Thompson, late of Anne Arundel County, died intestate in 1946, and at the time of his death he was seized and possessed of a tract of land, consisting of two and one-half (2½) acres, more or less, improved by an old dwelling in a bad state of repair, situate near Churchton, Anne Arundel County, Maryland, said property having been conveyed to the said Theophilus Thompson by the two following deeds: (1) from Thomas F. Deale and wife dated April 5, 1896, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 2, Folio 279; and, (2) from Virgil M. Franklin and wife dated December 16, 1897, and recorded among the aforesaid Land Records in Liber G.W. No. 11, Folio 352; that the only known relatives or next of kin of the said Theophilus Thompson and his heirs, since deceased, namely Christopher Thompson, Edward Thompson, Belle Thompson, Sankey Thompson, Sidney Thompson, Leroy Thompson and Harris Thompson, are Parties to this suit, and that there may be other heirs of said decedents; that the real estate is not susceptible to equitable partition among the various heirs at law and because of difficulty in obtaining from the respective heirs their proportionate share of the State and County taxes on the aforesaid real estate, it is necessary that said real estate be sold and the net proceeds of the sale be divided among the heirs at law as their respective interests may appear.

It is thereupon this 30 day of July, 1954, ORDERED by the Circuit Court for Anne Arundel County that the Plaintiffs by causing a copy

Filed 30 July, 1954

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of this ORDER to be inserted in some newspaper published in Anne Arundel County once in each of four (4) successive weeks before the 7 day of September, 1954, giving notice to the non-resident Defendants, Ruby Thompson and Louise Thompson, and to any and all other heirs, known and unknown of the said Theophilus Thompson, Christopher Thompson, Edward Thompson, Belle Thompson, Sankey Thompson, Sidney Thompson, Leroy Thompson and Harris Thompson, of the object and substance of this Bill, warning them to be and appear in this Court in person or by Solicitor, on or before the 23 day of September, 1954, to show cause, if any they may have, why a decree should not be passed as prayed.

John H. Hopkins, 3rd, Clerk

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LIBER 102 PAGE 392

CARRIE H. THOMPSON, ET AL.	*	IN THE CIRCUIT COURT
	*	
VS.	*	FOR
	*	ANNE ARUNDEL COUNTY
RUFUS THOMPSON, ET AL.	*	NO. 11,077 EQUITY

* * * * * * * * * *

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Ruby Thompson, widow, Defendant, to the Bill of Complaint against her in this Court exhibited:

The Defendant, answering, says:

1. That she neither admits nor denies the allegation of the said Bill of Complaint.

2. That she hereby consents to the appointment of a trustee to sell the property described in said Bill of Complaint and to the passage of any decree incident thereto as shall be deemed proper by this Court.

Having fully answered said Bill of Complaint, this Defendant prays to be dismissed with her costs.

Ruby Thompson
Ruby Thompson

Service of copy admitted this 10th day of September, 1954.

Attorney for Plaintiffs

Filed 14, Sept 1954

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CARRIE H. THOMPSON, WIDOW, ET AL,	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
RUFUS THOMPSON, ET AL	*	NO. 11,077 EQUITY

* * * * * * * * * *

PETITION AND ORDER OF COURT THEREON

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Carrie H. Thompson, Plaintiff, by John H. Hopkins, IV, her Attorney, respectfully represents:

1. That sub-poena was duly issued and service had on the Defendant, Elsie Thompson Howard, as will more fully appear by reference to the Sheriff's return filed therein.

2. That your Petitioner is advised that the said Elsie Thompson Howard is mentally incompetent although not adjudicated, and is presently confined in Crownsville State Hospital, Crownsville, Maryland, and is unable to answer and defend in this cause.

Your Petitioner therefore prays that

(1) This Honorable Court may by appropriate Order appoint a guardian ad litem to answer and defend for the said Defendant, Elsie Thompson Howard; and

(2) For such other and further relief as this Court may deem necessary under the circumstances.

AND AS IN DUTY BOUND, ETC.

John H. Hopkins, IV,
Attorney for Petitioner,
15 School Street,
Annapolis, Maryland

Filed FEB 16 1956

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LIBER 102 PAGE 394

ORDER OF COURT

Upon the foregoing Petition it is hereby ORDERED by the Circuit Court for Anne Arundel County, in Equity, this 17th day of February, 1956, that George J. Crowley be, and he is hereby, appointed guardian ad litem to answer ~~and defend~~ for the Defendant, Elsie Thompson Howard in this cause, and further that Wilson H. Gott, Jr., be, and he is hereby, appointed counsel for said defendant.

Benjamin Michaelson
Judge

FEB 17 1956
Filed

CARRIE H. THOMPSON, widow, et al	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
	*	
RUFUS THOMPSON, et al	*	NO. 11,077 EQUITY
	*	

* * * * * *

A N S W E R

The Answer of Elsie Thompson Howard, non-sane defendant, by George J. Crowley, guardian ad litem, duly appointed by Order of this Court, to the Bill of Complaint of Carrie H. Thompson, widow, et al, against her in this Court exhibited.

This defendant, being non-sane, cannot admit any of the matter and things in said Bill alleged, and submits her rights thereunder to the protection of this Court.

AND AS IN DUTY BOUND, ETC.

George J. Crowley

George J. Crowley, Guardian ad litem for Defendant

Winson G. Gott, Jr., Solicitor for Defendant

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LIBER 102 PAGE 396

CARRIE H. THOMPSON, widow, et al * IN THE CIRCUIT COURT

Plaintiffs *

vs. * FOR

RUFUS THOMPSON, et al * ANNE ARUNDEL COUNTY

Defendants * NO. 11,077 EQUITY

* * * * * * *

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the several resident defendants having been duly summoned, having failed to appear to the Bill of Complaint and answer same, according to the command of the Writ of Summons, and it appearing further that the Order of Publication heretofore issued in these proceedings having been duly published in the Maryland Gazette, a newspaper printed and published in Anne Arundel County, Maryland, and the non-resident defendant Louise Thompson, having failed to appear to the Bill of Complaint and answer same, according to the command of said Order of Publication.

It is thereupon this 14th day of March, 1956, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED that said Bill of Complaint be, and the same is hereby, taken Pro Confesso against said defendants Rufus Thompson and Virginia Thompson, his wife; Ellsworth Thompson, single; Larue Thompson Forrester and Edward Forrester, her husband; Edward Thompson, single; [redacted] Louise Thompson, single; Mace Thompson and Etta Thompson, his wife; Robert Thompson and Charlotte Thompson, his wife; Marie Thompson Pitts and Herbert T. Pitts, her husband; John Thompson, single; Leonia Thompson, single, and the unknown heirs of Theophilus Thompson, Christopher Thompson, Edward Thompson, Belle Thompson, Sankey Thompson, Sidney Thompson, Leroy Thompson and Harris Thompson, deceased.

And it is further ORDERED that leave is hereby granted to the Plaintiffs to take testimony before anyone of the standing examiners of this Court in support of the allegations of the said Bill.

Benjamin Michaelson
Judge

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CARRIE H. THOMPSON, widow, et al	:	IN
	:	THE CIRCUIT COURT
vs.	:	FOR
	:	ANNE ARUNDEL COUNTY
RUFUS THOMPSON, et al	:	NO. 11,077 EQUITY

:::

TESTIMONY ON BEHALF OF THE PLAINTIFF

July 20, 1956

Present:

Mr. John H. Hopkins, IV, Solicitor for Plaintiffs

Mr. Winson G. Gott, Jr., Solicitor for Defendant

Mr. Emanuel Klawans, Examiner

Mrs. Irene Hazel, Court Stenographer

Witnesses:

Dorrine Stewart, pages 2 - 9.

Carrie H. Thompson, pages 10 - 12

Filed 24 July 1956

Dorrine Stewart, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Hopkins)

1. State your name.

A. Dorrine Stewart.

2. Where do you live?

A. Churchton, Maryland.

3. You are one of the party plaintiffs in this case?

A. Yes sir.

4. Did you know Theophilus Thompson?

A. Yes sir, he was my Dad.

5. Is he still living?

A. No.

6. When did he die?

A. The 25th of April, 1946.

7. Did he leave a Will?

A. No.

8. Has his estate been administered in the Orphan's Court and Notice to Creditors given?

A. No.

9. Did he leave any property of any kind?

A. Yes sir.

10. What does that property consist of?

A. It consist of a deteriorated building and about four acres.

11. Do you know exactly how much land there is?

A. Well, I'll say about four acres more or less.

12. You figured it could be as much as four acres?

A. Yes.

13. And you say the house on that land is in bad state of repair?

A. Yes, it is just falling down.

14. Do you know where your father got this property, or when?

A. I don't know when, but I did hear him say he got one piece from Mr. Deale and Mr. Franklin.

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(CERTIFIED COPY OF DEED DATED APRIL 5, 1896, FROM THOMAS F. DEALE and MARY A. DEALE, his wife, TO THEOPHILUS THOMPSON FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 1)

(CERTIFIED COPY OF DEED DATED DECEMBER 16, 1897, FROM VIRGIL M. FRANKLIN AND MAGGIE FRANKLIN, his wife, TO THEOPHILAS THOMPSON FILED HEREWITH MARKED EXAMINER'S EX.2)

15. Mrs. Stewart, did your father, during his life time, sell or deed any of the property that he got originally in these two deeds to anybody else?

A. He sold some to the State Roads Commission and then some to Sankey Thompson and Carrie Thompson, and some to Walter Thompson.

(CERTIFIED COPY OF DEED DATED MAY 16, 1896, FROM THEOPHILUS THOMPSON AND SUSAN THOMPSON, his wife, TO WALTER THOMPSON FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.3)

(CERTIFIED COPY OF DEED DATED AUGUST 29, 1942, FROM THEOPHILOUS THOMPSON, widower, TO SANKEY THOMPSON AND CARRIE THOMPSON, his wife, FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.4)

16. Mrs. Stewart, the land records show that on August 7, 1901, your father executed an indemnity mortgage to Virgil M. Franklin, et al, to secure his notes, totalling $245.00, to the Farmers National Bank of Annapolis. Would you have any knowledge of that as to whether he paid those notes, did he ever speak of paying the bank?

A. No.

17. Were any notices ever sent from the bank that he didn't pay them?

A. Not to my knowledge.

(CERTIFICATE FROM FARMERS NATIONAL BANK, DATED JULY 28, 1954, FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.5)

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18. Did your father's wife survive him?

A. No sir.

19. Did he leave any children surviving him?

A. Yes sir.

20. State their names and ages.

A. I don't know their ages definitely.

21. Are they all over 21?

A. Yes. Christopher Thompson, Rufus Thompson, Dorrine Stewart, and Ellsworth Thompson.

22. Were there any other children surviving him?

A. No.

23. Did he have any other children during his life time?

A. Yes, deceased sons and daughter.

24. They all died before him?

A. Yes.

25. Name each one of them and then state who their children were and how old they are.

A. Harris Thompson.

26. Who were his children?

A. Leonia Thompson, John Thompson and Clementine Thompson.

27. What happened to Clementine, she is not named in the Bill of Complaint?

A. She is deceased.

28. Was she married?

A. No.

29. Did she have any children?

A. No.

30. Did she die before your father?

A. Yes.

31. Did she die as a child?

A. No.

32. But she died before your Dad and was unmarried and had no children?

A. That's right.

33. Now, Leonia and John, are they living?

A. Yes sir.

34. Now, who was the next child of your father's who pre-deceased him?

A. Edward Thompson.

35. Name his children.

A. Larue Thompson, a daughter.

36. Is she living?

A. Yes sir.

37. How old is she?

A. About forty some years old.

38. Any others?

A. Edward Thompson, Jr.

39. Is he living?

A. Yes sir, he's about thirty years old.

40. Did Edward have any other children?

A. Yes, Elsie Thompson Howard.

41. Is she living?

A. Yes.

42. Are all three of those children of age?

A. Yes.

43. Are they all in their right mind?

A. Yes, except Elsie.

44. Where is she?

A. Crownsville State Hospital or in some home.

45. Did your father have any other children that died?

A. Sidney Thompson, he was a son of my Dad's, he died long before my father and he left one daughter, Marie Thompson.

46. Is she living?

A. Yes, and she lives in Baltimore and is around 47 years old.

47. Did he leave any other children?

A. Not as I know of, except he had a deceased daughter, Belle

Thompson.

48. When did she die?

A.- Long before my father.

49. Who were her children?

A. Sankey Thompson, Mace Thompson, Leroy Thompson and Robert Thompson.

50. Were they all of age?

A. Yes.

51. Now, have any of these that you have named died since your father died?

A. Well, one brother, Christopher Thompson.

52. When did he die?

A. He died April 6, 1949.

53. Was he married at the time he died?

A. No sir, he was a widower

54. Did he leave any children?

A. No sir.

55. And no descendants of children?

A. No, not any.

56. Did he leave a Will?

A. Not as I know of.

57. Was his estate ever administered in the Orphan's Court?

A. Yes, I think it was.

58. Was Notice to Creditors published?

A. I don't know definitely about that.

59. Did any of the others die since your father?

A. Yes sir, Leroy Thompson and Sankey Thompson.

60. When did Leroy die?

A. 1952.

61. Did he leave a Will?

A. Not as I know of.

62. Who survived him?

A. His wife, Ruby Thompson, and a daughter, Louise Thompson.

63. Do you know whether his estate was administered and notice to creditors issued?

A. Not as I know of because he didn't have any estate.

64. Was Ruby Thompson and Louise Thompson of age?

A. Yes, Louise, his daughter, is past 30 years old.

65. Now, you mentioned Sankey Thompson, he died when?

A. February 19, 1954.

66. Did he leave a Will?

A. Not as I know of.

67. Who did he leave surviving him?

A. His wife, Carrie Thompson.

68. Is she one of the plaintiffs?

A. Yes.

69. Who else did he leave?

A. His brothers, Mace Thompson and Robert Thompson, and the children of his deceased brother, Leroy Thompson.

70. Leroy left his wife, Ruby Thompson, and daughter, Louise Thompson?

A. Yes.

71. Now, do you know whether these people left any personal estate?

A. I don't have any knowledge of it.

72. Since your father died has the taxes been kept up on that property?

A. No.

73. Have you tried to get some of the people to contribute to the taxes?

A. I asked the brothers.

74. Did they contribute?

A. No.

75. So there are several years taxes due?

A. Yes.

76. Have you ever been advised that you own some interest in

this property owned by your father?

A. No, I never been advised, but I do know I own an interest as his daughter.

77. In your opinion, can this property be divided in kind without loss or injury to the parties in interest?

A. No sir, there's not enough of it to divide among all these people.

78. To your knowledge, are all of the known heirs of law of your father, Theophilus Thompson, Christopher Thompson, Edward Thompson, Belle Thompson, Sankey Thompson, Sidney Thompson, Leroy Thompson and Harris Thompson are all of the parties to this suit?

A. Yes sir, you have everybody so far as I know of.

79. Mrs. Stewart, are you agreeable to having the Court pass a decree and appoint a trustee to sell this property and divide the net proceeds among all the heirs?

A. Yes.

80. Do you have any idea as to what the value of this land is today?

A. Well, I would say between $800.00 and $850.00.

(TAX LEVY (1956) FILED HEREWITH MARKED EXAMINER'S EX.6)

Cross Examination Waived by Mr. Gott

QUESTION BY THE EXAMINER:

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

Answer.....No.....

Signature...Dorrine Stewart

Carrie H. Thompson, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Hopkins)

1. State your name and address.

A. Carrie H. Thompson, Churchton, Maryland.

2. You are one of the plaintiffs in this case?

A. That's right.

3. You are the widow of Sankey Thompson?

A. Yes.

4. And Sankey Thompson was a grandson of Theophilus Thompson?

A. That's right.

5. When were you married to Sankey Thompson?

A. 1942.

6. You knew Theophilus Thompson?

A. Very well.

7. Did you know his family, his children and grandchildren?

A. I don't know all of his children and some of his grandchildren. The older ones passed before Theophilus did and I wasn't married in the family at that time, but Christopher and Ellsworth I know.

8. You have heard the testimony of Mrs. Stewart, as to the family lineage, now, from what you know of the family is her testimony correct as to the children and grandchildren?

A. So far as I know.

9. From what you know of it, that is correct?

A. That's right.

10. As widow of Sankey Thompson you have some interest in this property?

A. Yes.

11. In your opinion, can this property be divided in kind among the heirs without loss or injury to any of them?

A. It could not.

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12. Why?

A. Because I live next door to it and there isn't enough, and the house is no good and just falling to pieces.

13. Do you feel it would be to the best interest of everybody if this property was sold at public sale and the money divided among the heirs that are entitled to it?

A. I do, because it's just growing up in woods and it would be good for the community to have it sold and cleaned up.

14. Would you have any idea of the value of the property?

A. I'll agree with Mrs. Stewart, about $800.00 or $850.00.

Cross Examination Waived by Mr. Gott

QUESTION BY THE EXAMINER:

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

Answer. No.....

Signature. Carrie H. Thompson.....

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

Witness my hand and seal this 24th day of July, 1956.

Emanuel Klawans (SEAL)
Emanuel Klawans, Examiner

E.K. $10.00

I.H. $12.00

LIBER 102 PAGE 407

TO COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY
AND STATE OF MARYLAND, DR.
ANNAPOLIS, MARYLAND
JOS. H. GRISCOM, SR., TREASURER,

MAKE ALL CHECKS PAYABLE TO JOS. H. GRISCOM, SR. TREASURER. FAILURE TO RECEIVE A BILL IS NO EXCUSE FOR NOT PAYING TAXES, INTEREST AND PENALTY.

SEE ENCLOSED STATEMENT FOR RATES

OFFICE HOURS
DAILY: 9 A. M. TO 4 P. M.
SATURDAY: 9 A. M. TO 12 NOON

LAND	BUILDINGS	TOTAL ASSESSMENT
430		430

STATE TAX	SPECIAL TAX TOTAL	COUNTY TAX	TOTAL TAX DUE
47		830	877

TAX LEVY 1956
REAL ESTATE

CHURCHTON
3.6 ACRES IMPS BLK 475

INDEX		
DIST.	BUB.	NUMBER
7	000	4803400

THEOPHILUS THOMPSON
CHURCHON P O MD

SPECIAL TAX CODE

A	B	C	D	E

1955.
TAX SALE
PRIVATE PARTY

FOR THIS YEAR'S TAXES ONLY	INTEREST	
MO.	STATE	CO.&SP.
APR.	NONE	1%
MAY		1½%
JUN.		2%
JUL.		2½%
AUG.		3%
SEP.		3½%
OCT.	½%	4%
NOV.	1%	4½%
DEC.	1½%	5%

DO NOT DETACH

RE[illegible] BOTH COPIES WITH PAYMENT
UARC[illegible], CLEVELAND

11,077 Eq
Thompson Thompson
Examiner's Exch. 6 E/Clawson
Examiner

LIBER 102 PAGE 408 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. 11,077 EQUITY
CARRIE H. THOMPSON, ET AL,
Vs.
RUFUS THOMPSON, ET AL
ORDER OF PUBLICATION

The object of this suit is to obtain a decree for the sale of the real estate mentioned in these proceedings.

The Bill of Complaint recites in substance that Theophilus Thompson, late of Anne Arundel County, died intestate in 1940, and at the time of his death he was seized and possessed of a tract of land, consisting of two and one-half (2½) acres, more or less, improved by an old dwelling in a bad state of repair, situate near Churchton, Anne Arundel County, Maryland, said property having been conveyed to the said Theophilus Thompson by the two following deeds: (1) from Thomas F. Deale and wife dated April 5, 1898, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 2, Folio 279; and, (2) from Virgil M. Franklin and wife dated December 16, 1897, and recorded among the aforesaid Land Records in Liber G. W. No. 11, Folio 352; that the only known relatives or next of kin of the said Theophilus Thompson and his heirs, since deceased, namely Christopher Thompson, Edward Thompson, Belle Thompson, Sankey Thompson, Sidney Thompson, Leroy Thompson and Harris Thompson, are Parties to this suit, and that there may be other heirs of said decendents; that the real estate is not susceptible to equitable partition among the various heirs at law and because of difficulty is obtaining from the respective heirs their proportionate share of the State and County taxes on the aforesaid real estate, it is necessary that said real estate be sold and the net proceeds of the sale be divided among the heirs at law as their respective interests may appear.

It is thereupon this 30th day of July, 1954, ORDERED by the Circuit Court for Anne Arundel County that the Plaintiffs by causing a copy of this ORDER to be inserted in some newspaper published in Anne Arundel County once in each of four (4) successive weeks before the 7th day of September, 1954, giving notice to the non-resident Defendants, Ruby Thompson and Louise Thompson, and to any and all other heirs, known and unknown of the said Theophilus Thompson, Christopher Thompson, Edward Thompson, Bella Thompson, Sankey Thompson, Sidney Thompson, Leroy Thompson and Harris Thompson, of the object and substance of this Bill, warning him to be and appear in this Court in person or by Solicitor, on or before the 23rd day of September, 1954, to show cause, if any they may have, why a decree should not be passed as prayed.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

a-26

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 10, 1954

We hereby certify, that the annexed

Order Publication - No. 11077

Carrie H. Thompson

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 September, 1954. The first insertion being made the 5th day of August, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Mabel Tate

FILED
1956 AUG -7 PM 3:10

CARRIE H. THOMPSON, WIDOW, ET AL	*	IN THE CIRCUIT COURT
	*	FOR
VS.	*	ANNE ARUNDEL COUNTY
RUFUS THOMPSON, ET AL	*	NO. 11,077 Equity

* * * * * * * * * * * * *

PETITION AND ORDER OF COURT THEREON

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Carrie H. Thompson, by John H. Hopkins, IV, her Attorney, respectfully represents:

1. That the Bill of Complaint filed by your Petitioner in this cause, contains an error in paragraph No. 6. That Sidney Thompson and Harris Thompson were not deceased brothers of Sankey Thompson, as therein alleged.

2. That your Petitioner presented testimony before the Court Examiner in this cause in which the correct relationships of the heirs of Theophilus Thompson are set forth.

Therefore your Petitioner prays:

(1) That this Honorable Court may, by its Order in the premises, grant leave unto your Petitioner to amend her original Bill of Complaint by correcting paragraph No. 6, thereof, deleting the names Sidney Thompson and Harris Thompson as brothers of Sankey Thompson, deceased, so that the said Bill of Complaint will conform to the testimony taken in this case.

AND AS IN DUTY BOUND, ETC.

John H. Hopkins, IV
Attorney for Petitioner

FILED
1956 AUG 21 PM 2:52

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LIBER 102 PAGE 410

ORDER OF COURT

Upon the foregoing Petition it is hereby ORDERED this 21st day of August, 1956, by the Circuit Court for Anne Arundel County, in Equity, that leave be and it is hereby granted unto the Petitioner to amend her original Bill of Complaint by deleting the names of Sidney Thompson and Harris Thompson from paragraph No. 6 thereof, in order that said Bill of Complaint may conform to the testimony taken in this cause and the Bill is so amended.

Benjamin Michaelson
Judge

FILED
1956 AUG 22 AM 11:03

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CARRIE H. THOMPSON, WIDOW, ET AL	*	IN THE CIRCUIT COURT
	*	FOR
VS.	*	ANNE ARUNDEL COUNTY
RUFUS THOMPSON, ET AL	*	NO. 11,077 EQUITY

* * * * * * * * * * * * * * *

DECREE

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

It is thereupon this 21st day of August, 1956, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED AND DECREED that the property mentioned in these proceedings be sold, and that John H. Hopkins, IV, 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, with a Surety or Sureties, to be approved by the Clerk of this Court, in the penalty of TWO THOUSAND FIVE HUNDRED DOLLARS ($2,500.00) conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future decree or order in the premises; he shall then proceed to make the said sale after giving at least three weeks' notice by advertisement inserted in some newspaper published in Anne Arundel County of the time, place, manner and terms of sale, which terms shall be as follows; $500 cash on day of sale, and the balance of purchase price plus 6% interest from day of sale upon final ratification of the sale by the Court; and as soon as may be convenient after such sale, the said trustee shall return to this Court a full and particular account of his proceedings relative to such sale, with an annexed affidavit of the truth thereof and of the fairness of said sale; and upon obtaining the Court's ratification of the sale, and on the payment of the whole purchase money, the said trustee shall, by a good and sufficient deed, to be executed, acknowledged

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1956 AUG 22 AM 11:02

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and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs and assigns, the property to him, her or them sold, free and clear and discharged from all claims of the parties hereto, plaintiffs and defendants, and of those claiming by, from or under them or any of them; and the said trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit and such commission to the said trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity with which he shall appear to have discharged his trust.

AND it is further adjudged, ordered and decreed that the said trustee, at the time said property is advertised for sale, publish a notice to creditors, giving notice to any creditors of Theophilus Thompson, Edward Thompson, Belle Thompson, Sankey Thompson, Sidney Thompson, Leroy Thompson, and Harris Thompson, whose estates were not administered in the Orphans Court for Anne Arundel County, and any other parties to this suit, to file their claims against said parties or decedents, with the Clerk of this Court within ninety (90) days from the date of the first insertion of the advertisement of sale, in these proceedings.

Benjamin Michaelson
Judge

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LIBER 102 PAGE 413

No 11,077 Equity

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, JOHN H. HOPKINS, IV, 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 TWO THOUSAND FIVE HUNDRED DOLLARS ($2,500.00), current money, to be paid to the said State or its certain attorneys, to which payment well and truly to be made and done we bind ourselves, and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents; sealed with our seals and dated this 10th day of September , 1956.

WHEREAS, by Decree of the Circuit Court of Anne Arundel County in a cause entitled "Carrie H. Thompson, Widow, et al, vs. Rufus Thompson, et al, No. 11,077 Equity" dated August 21, 1956, JOHN H. HOPKINS, IV, was appointed Trustee to make sale of the property described in said proceedings, and the said JOHN H. HOPKINS, IV, is about to execute said power and make sale of the property described in said proceedings.

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

WITNESS:

Kathleen Meench
Kathleen Meench

John H. Hopkins, IV (SEAL)
John H. Hopkins, IV

GLOBE INDEMNITY COMPANY, a body corporate

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

SURETY

Bond approved and filed this 10th day of Sept. 1956
George T. Cromwell, Clerk

42

Trustee's Sale

OF VALUABLE REAL ESTATE

SITUATE ON WEST SIDE OF STATE ROAD FROM CHURCHTON TO DEALE, APPROXIMATELY ½ MILE SOUTH OF CHURCHTON POSTOFFICE IN THE SEVENTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY.

Under and by virtue of the power and authority contained in a decree of the Circuit Court for Anne Arundel County, dated August 21, 1956, and passed in a cause in said Court pending, entitled "Carrie H. Thompson, Widow, et al, vs. Rufust Thompson, et al, No. 11,077 Equity", the undersigned trustee will sell at public auction at the Court House door in the City of Annapolis, on

Saturday, Oct. 6, 1956 at 10 o'clock a. m.

All that lot or parcel of ground containing two and one-half acres of land, more or less, and being the same property described by two (2) deeds to Theophilus Thompson, (1) from Thomas F. Deale and wife dated April 5, 1896, and recorded among the Land Records of Anne Arundel County in Liber G. W. 2, Folio 270; (2) from Virgil M. Franklin and wife dated December 16, 1897, and recorded among the aforesaid Land Records in Liber G. W. 11, Folio 352, excepting therefrom, however, the following conveyances: (a) to Walter Thompson by deed dated May 10, 1890, and recorded among the aforesaid Land Records in Liber G. W. 2, Folio 280; (b) to Sankey Thompson and wife by deed dated August 20, 1942, and recorded among the aforesaid Land Records in Liber J. H. H. 208, Folio 279; (c) to State Roads Commission by deed and plat recorded among the Land Records of Anne Arundel County in Liber J. H. H. 193, Folio 187.

This property is improved by an old dwelling in a bad state of repair.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time of sale; the balance of the purchase price to bear interest at the rate of 6 per cent per annum, and to be paid in cash upon final ratification of the sale by the Court. Taxes and other expenses are to be adjusted to the day of sale.

JOHN H. HOPKINS, IV
15 School Street, Annapolis, Maryland. Phone CO. 3-3551.
GEORGE W. SCIBLE, Auctioneer.

Notice To Creditors

NO. 11,077 EQUITY
CARRIE H. THOMPSON, ET AL
Vs.
RUFUS THOMPSON, ET AL.

Notice is hereby given that all persons having claims against Theophilus Thompson, Edward Thompson, Belle Thompson, Sankey Thompson, Sidney Thompson, Leroy Thompson, Harris Thompson, deceased, or against any other parties of interest in the aforementioned cause, should file the same with vouchers thereof in said cause pending in the Circuit Court for Anne Arundel County within ninety (90) days from September 13, 1956; otherwise said claims shall be forever barred.

JOHN H. HOPKINS, IV
Trustee.

O-4

OFFICE OF LIBER 102 PAGE 414

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 10, 1956

We hereby certify, that the annexed

Trustee's Sale and Notice to Creditors – Eq. 11,077

Carrie H. Thompson

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 13th day of November, 1956. The first insertion being made the 13th day of September, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed 1956 Oct. 10 A.M. 11:55

GEORGE W. SCIBLE - Auctioneer

TRUSTEE'S SALE

OF VALUABLE

REAL ESTATE

SITUATE ON THE WEST SIDE OF STATE ROAD FROM CHURCHTON TO DEALE, APPROXIMATELY ONE-HALF MILE SOUTH OF CHURCHTON POSTOFFICE IN THE SEVENTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY

UNDER AND BY VIRTUE of the power and authority contained in a decree of the Circuit Court for Anne Arundel County, dated August 21, 1956, and passed in a cause in said Court pending, entitled "Carrie H. Thompson, Widow, et al, vs. Rufus Thompson, et al, No. 11,077 Equity," the undersigned trustee will sell at public auction at the Court House door in the City of Annapolis, on

SATURDAY, OCTOBER 6th, 1956

at 10 o'clock a. m.

ALL THAT LOT or parcel of ground containing two and one-half acres of land, more or less, and being the same property described by two (2) deeds to Theophilus Thompson, (1) from Thomas F. Deale and wife dated April 5, 1896, and recorded among the Land Records of Anne Arundel County in Liber G.W. 2, Folio 279; (2) from Virgil M. Franklin and wife dated December 16, 1897, and recorded among the aforesaid Land Records in Liber G.W. 11, Folio 352, excepting therefrom, however, the following conveyances: (a) to Walter Thopmson by deed dated May 16, 1896, and recorded among the aforesaid Land Records in Liber G.W. 2, Folio 280; (b) to Sankey Thompson and wife by deed dated August 29, 1942, and recorded among the aforesaid Land Records in Liber J.H.H. 268, Folio 279; (c) to State Roads Commission by deed and plat recorded among the Land Records of Anne Arundel County in Liber J.H.H. 193, Folio 187.

THIS PROPERTY is improved by an old dwelling in a bad state of repair.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time of sale; the balance of the purchase price to bear interest at the rate of 6 per cent per annum, and to be paid in cash upon final ratification of the sale by the Court. Taxes and other expenses are to be adjusted to the day of sale.

JOHN W. HOPKINS, IV. TRUSTEE
15 School Street, Annapolis, Md.
Phone CO. 3-3551

PURCHASER'S AGREEMENT

I hereby certify that I have this 6th day of October, 1956, purchased the property mentioned in these proceedings from John H. Hopkins, IV, Trustee, for the sum of One Thousand and No/100 ——— Dollars, and I hereby agree to comply with the terms of sale.

WITNESS my hand and seal.

TEST:

John H. Hopkins IV

Rufus Thompson
By: Royal H. Wigley Agent
Purchaser

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 6th day of October, 1956, sold the property mentioned in these proceedings to Royal H. Wigley - Agent for Rufus Thompson for the sum of One Thousand and No/100 ——— Dollars, he being at that price the highest bidder therefor.

WITNESS my hand and seal.

TEST:

John H. Hopkins IV

George W. Scible, Auctioneer

FILED

1956 OCT 10 AM 11:55

CARRIE H. THOMPSON, WIDOW, ET AL	*	IN THE CIRCUIT COURT
	*	FOR
VS.	*	ANNE ARUNDEL COUNTY
RUFUS THOMPSON, ET AL	*	NO. 11,077 EQUITY

* * * * * * * * * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of John H. Hopkins, IV, Trustee, duly appointed to make sale of certain real estate mentioned and described in these proceedings, respectfully shows:

That whereas by a certain Decree of the Circuit Court for Anne Arundel County, dated August 21, 1956, and passed in a cause in said Court pending, entitled "Carrie H. Thompson, Widow, et al vs. Rufus Thompson, et al, Equity No. 11,077", the said John H. Hopkins, IV, Trustee, was authorized to sell the property described in said proceedings, and the said John H. Hopkins, IV, Trustee in pursuance of the power and authority vested in him by said Decree after giving bond as security for the faithful performance of his trust and having complied with all the other prerequisites mentioned in said decree as required by law, 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 at least three successive weeks before the day of sale, did by virtue of the power of sale contained in said decree and pursuant to said notice, attend at the Court House door in the City of Annapolis, Maryland, Saturday, October 6, 1956, at 10:00 O'clock a.m. and then and there proceeded to sell said property in a manner as follows, that is to say:

The said Trustee offered at public sale to the highest bidder the property mentioned and described in said Decree and being more particularly described as follows:

FILED

1956 OCT 10 AM 11:55

46

ALL THAT LOT or parcel of ground containing two and one-half acres of land, more or less, and being the same property described by two (2) deeds to Theophilus Thompson, (1) from Thomas F. Deale and wife dated April 5, 1896, and recorded among the Land Records of Anne Arundel County in Liber G.W. 2, Folio 279; (2) from Virgil M. Franklin and wife dated December 16, 1897, and recorded among the aforesaid Land Records in Liber G.W. 11, Folio 352, excepting therefrom, however, the following conveyances: (a) to Walter Thompson by deed dated May 16, 1896, and recorded among the aforesaid Land Records in Liber G.W. 2, Folio 280; (b) to Sankey Thompson and wife by deed dated August 29, 1942, and recorded among the aforesaid Land Records in Liber J.H.H. 268, Folio 279; (c) to State Roads Commission by deed and plat recorded among the Land Records of Anne Arundel County in Liber J.H.H. 193, Folio 187.

And the said trustee sold the above described property to Rufus Thompson for the sum of One Thousand Dollars ($1,000.00), he being at that sum the highest bidder therefor and the said purchaser has complied with the terms of sale.

Respectfully submitted,

John H. Hopkins, IV, Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 10th 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 H. Hopkins, IV, Trustee, and made oath in due form of law that the matters and things set forth herein are true to the best of his knowledge and belief and that the sale herein reported was fairly made.

WITNESS my hand and Notarial Seal.

Notary Public

47

ORDER NISI

LIBER 102 PAGE 419

CARRIE H. THOMPSON, Widow, et al

versus

RUFUS THOMPSON, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,077 Equity

Ordered, this 10 day of October, 19 56, That the sale of the Property in these Proceedings mentioned, made and reported by John H. Hopkins, IV, Trustee

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

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

Filed 1956 Oct 10 AM 11:55

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

CARRIE H. THOMPSON, Widow, et al

versus

RUFUS THOMPSON, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 21th day of November, 1956, that the sale made and reported by the Trustee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

FILED

1956 NOV 20 PM 3:57

48

LIBER 102 PAGE 420 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. 11,077 Equity
CARRIE H. THOMPSON, Widow, et al,
Vs.
RUFUS THOMPSON, et al.

Ordered, this 10th day of October, 1956, That the sale of the Property in these Proceedings mentioned, made and reported by John H. Hopkins, IV, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of November next.

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

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

N-8

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 12, 1956

We hereby certify, that the annexed

Order Nisi - Sale

Eq. 11,077

Carrie H. Thompson

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 19th day of November, 1956. The first insertion being made the 18th day of October, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M.G. 1956 NOV 20 PM 2:29

47

In the Case of

Carrie H. Thompson, Widow,
et al
VS.
Rufus Thompson and
Virginia Thompson, his wife,
et al

In the

Circuit Court

For

Anne Arundel County

No. 11,077 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 20, 1957

All of which is respectfully submitted.

Laura K. Finkelman
Auditor.

FILED

1957 FEB 21 PM 2:57

All of which is respectfully submitted.

Auditor.

Dr.

Carrie H. Thompson, Widow, et al vs. Rufus Thompson and Virginia Thompson, his wife, et al

			in ac.	
To Trustee for Commissions, viz:	58	39		
To Trustee for Fee (Order 12/8/56), viz:	100	00	158	39
To Trustee for Court costs, viz:				
Plaintiffs' Solicitor's appearance fee	10	00		
Defendant's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	95	75		
Jos. C. Deegan - Sheriff's costs	28	20		
Gilbert G. Miller - Sheriff's costs	1	90		
Jos. W. Alton, Jr. - Sheriff's costs	2	90		
George J. Crowley - Guardian ad Litem	4	00		
Emanuel Klawans - Examiner's fee	10	00		
Irene Hazel - Stenographer's fee	12	00		
Auditor - stating this account	22	50	197	25
To Trustee for Expenses, viz:				
Capital-Gazette Press - order of publication	46	24		
Capital-Gazette Press - advertising sale	55	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	10	45		
Globe Indemnity Co. - bond premium	10	00		
George W. Scible - Auctioneer's fee	25	00		
Clerk of Court - certified copies deeds	4	50		
One-half Federal documentary stamps		55		
One-half State documentary stamps		55		
Edward Hall - survey (Order 2/13/57)	75	00	241	29
To Trustee for Taxes, viz:				
1954 State and County taxes	12	52		
Tax sale costs and interest	4	67		
1955 State and County taxes and costs of advertising	24	38		
1956 State and County taxes ($9.10) - adjusted to 10/6/56	6	95	48	52
To Trustee for Claims Filed against Estate of Theophilus Thompson, viz:				
(1) Rufus Thompson - amount advanced to Hardesty Funeral Home for funeral expenses (Order 12/7/56)	240	00		
(2) John H. Hopkins, IV - amount advanced to redeem property from tax sale (Order 12/8/56)	51	01		
			291	01

BALANCE FOR DISTRIBUTION $73.23

Distributed to the heirs of law of Theophilus Thompson, who died 4/25/46, as follows:

(1) Rufus Thompson, son - one-seventh	10	46		
(2) Dorrine Stewart, daughter - one-seventh	10	46		
(3) Ellsworth Thompson, son - one-seventh	10	46		
(4) Marie Thompson Pitts, daughter of Sidney Thompson, deceased son - 1/7	10	46		
(5) Leonia Thompson, granddaughter - 1/14	5	23		
(6) John Thompson, grandson - 1/14	5	23		
(7) Larue T. Forrester, granddaughter - 1/21	3	49		
(8) Edward Thompson, Jr., grandson - 1/21	3	49		
(9) Elsie T. Howard, granddaughter - 1/21	3	49		
(10) Carrie Thompson, widow of Sankey Thompson, grandson - account statutory allowance - 1/28	2	62		
(11) Mace Thompson, grandson - 1/28	2	62		
(12) Robert Thompson, grandson - 1/28	2	61		
(13) Ruby Thompson, widow of Leroy Thompson, grandson - 1/84		87		
(14) Louise Thompson, daughter of Leroy Thompson, grandson - 2/84	1	74		
			73	23
			1,009	69

52

LIBER 102 PAGE 424

with John H. Hopkins, IV, Trustee

			Cr.	
1956				
Oct.	6	Proceeds of Sale	1,000 00	
		Interest on deferred payment to 2/1/57	9 69	1,009 69
				1,009 69

ORDER NISI

LIBER 102 PAGE 425

Carrie H. Thompson,
Widow, et al

VERSUS

Rufus Thompson and
Virginia Thompson, his wife,
et al

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 11,077 Equity.

1957 FEB 21 PM 2:57

ORDERED, This 21 day of February, 19 57, That the Report and Account of the Auditor, filed this day in the above entitled cause,

RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 1 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 1 day of April next.

George J. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 2 day of April, 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

54

ORDER NISI

FILED
1957 APR -3 AM 11:24

In the
CIRCUIT COURT
For

LIBER 102 PAGE 426

OFFICE OF

Maryland Gazette

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. 11,077 Equity
CARRIE H. THOMPSON, Widow, et al
Vs.
RUFUS THOMPSON and VIRGINIA THOMPSON, his wife, et al.

Ordered, this 21st day of February, 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 1st 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 1st day of April next.

GEORGE T. CROMWELL, Clerk.

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

M-14

Annapolis, Md., April 2, 1957

We hereby certify, that the annexed

Order Nisi. Eq. 11,077

Auditor account

Carrie H. Thompson

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 1st day of April, 1957. The first insertion being made the 28th day of February, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

50

FILED
1957 APR -2 PM 2:33

No. M.G. 10 6

ANTHONY LITTERI,
Edgewater, Maryland

vs

LEANDER CURTIS, and
DRUCILLA CURTIS, his wife
Mayo, Maryland, and
all persons having or claiming to have any interest in .06 acres of land situate in the First Election District of Anne Arundel County near Mayo, and more particularly described in a deed recorded among the Land Records of Anne Arundel County, Maryland, in Liber J.H.H. No. 326, Folio 295.

and

ELNORA E. GAINOR
59 Seward Avenue
Detroit 2, Michigan, and
all persons having or claiming to have any interest in property known as Lot No. 61 and Lot No. 121, as shown on the Plat of North Selby, Anne Arundel County State of Maryland.

and

REATHA RADCLIFFE
5910 Daledalea Place, N.W.
Washington, D. C., and
all persons having or claiming to have any interest in property known as Lot 38, Block O, as shown on the Plat of Selby-on-the-Bay Anne Arundel County, State of Maryland.

and

S. D. ZEA
1735 N. Rhodes Street
Apartment 238
Arlington, Virginia, and
all persons having or claiming to have any interest in property known as Lot 22, Block B, and Lot 17, Block T, as shown on the Plat of Selby-on-the-Bay, Anne Arundel County, State of Maryland

No. 11,922 EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

FILED

1956 NOV -9 AM 10:21

BILL OF COMPLAINT

TO FORECLOSE EQUITY OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Complainant, Anthony Litteri, by William W. Townshend, Jr. and William E. Kirk, his Attorneys, respectfully shows:

1. That on October 10, 1955, a Certificate of Tax Sale pertaining to .06 acres of land situated near Mayo in the First Election District(and more particularly described in a deed recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 326, Folio 295.) was issued by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, to your Complainant, which Certificate is attached hereto, marked "Complainant's Exhibit No. 1" and prayed to be taken as part hereof.

2. That the property mentioned in said Certificate is described as follows:

> Certificate No. 2738 - property in the First Election District described as 1 Lot or .06 acres as situated on Muddy Creek Road near Mayo,

which property, at the time of the tax sale, was assessed to Leander Curtis and Drucilla Curtis, his wife, and was conveyed to the said Leander Curtis and Drucilla Curtis, as tenants by the entireties, by deed dated February 14, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 326, Folio 295; and that the amount due to the Collector of Taxes for the State of Maryland and Anne Arundel County on

the day of the tax sale held October 10, 1955, was Fourteen Dollars and Nineteen Cents ($14.19).

3. That the description of the property as the same appeared upon the Tax Roll of the Treasurer of Anne Arundel County for the First Election District on the day of the sale was:

Leander and Drucilla Curtis
Mayo, Maryland
1 Lot or .06 acre
Muddy Creek Road - Nr. Mayo

And that the property described in the Certificate of Tax Sale aforesaid is the same as above set out.

4. That although the description on the Tax Sale Certificate and Tax Rolls show the property to be on Muddy Creek Road, the description on the deed and plat to said Leander Curtis and Drucilla Curtis dated February 14, 1945, and recorded in Liber J.H.H. No. 326, Folio 295 indicates that the property is on the Road from the Mayo Road to Shoreham Beach.

5. That according to the Equity, Law, and Land Records of Anne Arundel County, and the Register of Wills of Anne Arundel County, the title to the property set out above and in the Certificate of Tax Sale No. 2738, was in the name of Leander Curtis and Drucilla Curtis, his wife, at the time of the said tax sale.

6. That on October 10, 1955, a Certificate of Tax Sale pertaining to Lots Nos. 61 and 121, as shown on the Plat of North Selby, was issued by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, to your Complainant, which Certificate is attached hereto, marked "Complainant's Exhibit No. 2" and prayed to be taken as part hereof.

7. That the property mentioned in said Certificate is described as follows:

Certificate No. 2735 - property in the First Election District described as Lots 61 - 60 x 180 Trian. & Lot 121 - 50 x 130 as shown on the Plat of North Selby,

which property, at the time of the tax sale, was assessed to Elnora E. Gainor, and was conveyed to the said Elnora Gainor in fee simple, by deed dated May 21, 1934, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 145, Folio 295; and that the amount due to the Collector of Taxes for the State of Maryland and Anne Arundel County on the day of the tax sale held October 10, 1955, was Twenty-six Dollars and Eighty-three Cents ($26.83).

8. That the description of the property as the same appeared upon the Tax Roll of the Treasurer of Anne Arundel County for the First Election District on the day of the sale was:

Elnora E. Gainor
59 Seward Avenue
Detroit Michigan 2
Lot 61 - 60 x 80 Trian & Lot 121
50 x 130
North Selby

And that the property described in the Certificate of Tax Sale aforesaid is the same as above set out.

9. That according to the Equity, Law, and Land Records of Anne Arundel County, and the Register of Wills of Anne Arundel County, the title to the lots set out above and in the Certificate of Tax Sale No. 2735, were in the name of Elnora E. Gainor at the time of the said tax sale.

10. That on October 10, 1955, a Certificate of Tax Sale pertaining to Lot No. 38, Block O, as shown on the Plat of

Selby-on-the-Bay, was issued by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, to your Complainant, which Certificate is attached hereto, marked "Complainant's Exhibit No. 3" and prayed to be taken as part hereof.

11. That the property mentioned in said Certificate is described as follows:

> Certificate No. 2737 - property in the First Election District described as Lot 38, Block O - 40 x 100 as shown on the Plat of Selby-on-the-Bay,

which property, at the time of the tax sale, was assessed to Reatha Radcliffe, and was conveyed to the said Reatha Radcliffe in fee simple, by deed dated December 18, 1933, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 156, Folio 411; and that the amount due to the Collector of Taxes for the State of Maryland and Anne Arundel County on the day of the tax sale held October 10, 1955, was Fifty-eight Dollars and Seventy-six Cents ($58.76).

12. That the description of the property as the same appeared upon the Tax Roll of the Treasurer of Anne Arundel County for the First Election District on the day of the sale was:

> Reatha Radcliffe
> 5910 Daledalea Place, N.W.
> Washington, D. C.
> Lot 38, Block O, 40 x 100
> Selby-on-the-Bay

And that the property described in the Certificate of Tax Sale aforesaid is the same as above set out.

13. That according to the Equity, Law, and Land Records of Anne Arundel County, and the Register of Wills of Anne

Arundel County, the title to the lot set out above and in the Certificate of Tax Sale No. 2737, was in the name of Reatha Radcliffe at the time of the said tax sale.

14. That on October 10, 1955, a Certificate of Tax Sale pertaining to Lot 22, Block B, and Lot 17, Block T, as shown on the Plat of Selby-on-the-Bay, was issued by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, to your Complainant, which Certificate is attached hereto, marked "Complainant's Exhibit No. 4" and prayed to be taken as part hereof.

15. That the property mentioned in said Certificate is described as follows:

> Certificate No. 2733 - property in the First Election District described as Lot 22, Block B - 50 x 100 and Lot 17, Block T 40 x 100 as shown on the Plat of Selby-on-the-Bay,

which property, at the time of the tax sale, was assessed to S. D. Zea, and was conveyed to the said S. D. Zea, in fee simple, by deeds dated October 2, 1935, and June 30, 1936, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. Nos. 145, Folio 235, and 171, Folio 273; and that the amount due to the Collector of Taxes for the State of Maryland and Anne Arundel County on the day of the tax sale held October 10, 1955, was Thirty-nine Dollars and Sixteen Cents ($39.16).

16. That the description of the property as the same appeared upon the Tax Roll of the Treasurer of Anne Arundel County for the First Election District on the day of the sale was:

> S. D. Zea
> 1735 N. Rhodes Street Apt. 238
> Arlington, Virginia
> Lot 22, Block B, 50 x 100; and Lot 17, Block T
> 40 x 100
> Selby-on-the-Bay

And that the property described in the Certificate of Tax Sale aforesaid is the same as above set out.

17. That according to the Equity, Law, and Land Records of Anne Arundel County, and the Register of Wills of Anne Arundel County, the title to the lots set out above and in the Certificate of Tax Sale No. 2733, were in the name of S. D. Zea at the time of the said Tax Sale.

18. That the aforesaid lots and parcels of ground have not been redeemed by any of the parties in interest, although more than one year and one day from the date of sale of said properties has expired; and that this proceeding is brought under the Statute relating to Tax Sales made after the effective date of the Acts of 1943 of the General Assembly of Maryland, namely, Article 81 of the Annotated Code of Maryland.

19. That it appears that the Defendants herein, according to the assessment records, are residents and non-residents as indicated in the title to this cause, and therefore your Complainant prays for process directed to the aforesaid resident and non-resident Defendants, at the last known address above set forth, as the address of said Defendants.

20. That the amounts necessary for the redemption of the above entitled properties are as follows:

Leander and Drucilla Curtis, Certificate No. 2738-$14.19

Elnora E. Gainor, Certificate No. 2735-$26.83

Reatha Radcliffe, Certificate No. 2737-$58.76

S. D. Zea, Certificate No. 2733 - $39.16

which is the amount paid for said property, as the same appears on the Certificates of Tax Sale, with interest at the rate of six per cent (6%) per annum, from the date of sale to the date

of redemption, together with all taxes, interest, penalties and costs, paid by the Complainant herein, subsequent to the date of sale of said property, as provided for under the Provisions of the Acts of 1943 aforesaid, as amended.

21. That the Complainant prays for an Order of Publication directed to all parties in interest in the aforementioned properties.

TO THE END, THEREFORE,

(a) That this Court pass a final decree foreclosing all the rights of redemption of the Defendants herein, in and to the aforesaid properties as set out in these proceedings.

(b) That the Court pass a final decree whereby there will be vested in the Complainant, an absolute and indefeasible title to the property aforesaid, in fee simple, free and clear of all prior or subsequent alienations and descents, and encumbrances, except taxes and other public liens, accruing subsequent to the date of sale, and public easements to which the properties are subject.

(c) That an Order of Publication be passed giving notice to the Defendants and all persons having or claiming to have any interest in the aforesaid property, of the object and substance of this Bill of Complaint and warning them to be and appear in this Court, in person or by Solicitor, on or before the day of , 1957, and shown cause, if any they may have, why a decree or decrees should not be passed as prayed.

(d) That the Court may decree such other or further relief as the case may require.

AND AS IN DUTY BOUND, ETC.

Anthony Litteri

TOWNSHEND AND KIRK

BY William E. Kirk
William E. Kirk
Attorney for Complainant

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 9th day of November, 1956, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Anthony Litteri, the above-named Complainant, and he made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint are true to the best of his knowledge, information and belief.

WITNESS my hand and Notarial seal.

William W. Townshend
William W. Townshend Notary Public

1112 page 435

ANTHONY LITTERI,
Edgewater, Maryland

vs

LEANDER CURTIS, and
DRUCILLA CURTIS, his wife
Mayo, Maryland, and
all persons having or claiming
to have any interest in .06
acres of land situate in the
First Election District of
Anne Arundel County near
Mayo, and more particularly
described in a deed recorded
among the Land Records of Anne
Arundel County, Maryland, in
Liber J.H.H. No. 326, Folio 295.

and

ELNORA E. GAINOR
59 Seward Avenue
Detroit 2, Michigan, and
all persons having or claiming
to have any interest in property
known as Lot No. 61 and Lot No.
121, as shown on the Plat of
North Selby, Anne Arundel County
State of Maryland.

and

REATHA RADCLIFFE
5910 Daledalea Place, N.W.
Washington, D. C., and
all persons having or claiming
to have any interest in property
known as Lot 38, Block O, as shown
on the Plat of Selby-on-the-Bay
Anne Arundel County, State of
Maryland.

and

S. D. ZEA
1735 N. Rhodes Street
Apartment 238
Arlington, Virginia, and
all persons having or claiming
to have any interest in property
known as Lot 22, Block B, and
Lot 17, Block T, as shown on the
Plat of Selby-on-the-Bay,
Anne Arundel County, State
of Maryland

No. 11,922 EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

FILED

1956 NOV -9 AM 10:21

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following properties situate in the First Election District of Anne Arundel County, sold by the Collector of Taxes for the State of Maryland and Anne Arundel County, to the Complainant in these proceedings:

.06 acres of land near Mayo.

Being more fully described in a deed and plat from James Butler and Frances Butler, his wife, to Leander Curtis and Drucilla Curtis, his wife, dated February 14, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 326, Folio 295.

Lot Nos. 61 and 121, as shown on the Plat of North Selby.

Being the same lots of ground described in a deed from Alvin G. Branham, et al, to Elnora E. Gainor, dated May 21, 1934, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 145, Folio 295.

Lot 38, Block O, as shown on the Plat of Selby-on-the-Bay.

Being the same lot of ground described in a deed from Alvin G. Branham, et al, to Reatha Radcliffe, dated December 18, 1933, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. 156, Folio 411.

Lot 22, Block B, and Lot 17, Block T, as shown on the Plat of Selby-on-the-Bay.

The first lot being the same lot of ground described in a deed from Alvin G. Branham, et al, to S. D. Zea, dated October

2, 1935, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 145, Folio 235; and the second lot being the same lot of ground described in a deed from Williams Realty Company, Inc., to S. D. Zea, dated June 30, 1936, and recorded among the aforesaid Land Records in Liber F.A.M. No. 171, Folio 273.

The bill states, among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day from the date of sale have expired.

It is thereupon, this 9th day of November, 1956, by the Circuit Court for Anne Arundel County, in Equity, ORDERED, that notice be given by the insertion of a copy of this order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 16 day of January, 1957, and redeem the property and answer the bill, or thereafter a final decree will be rendered foreclosing all rights of redemption in the property and vesting in the Complainant a title free and clear of all encumbrances.

George T. Cromwell

George T. Cromwell, Clerk

TRUE COPY TEST:

_____

Clerk

12

LIBER 102 PAGE 439

Nº 2738 CERTIFICATE OF TAX SALE

JOSEPH H. GRISCOM, Sr.

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October OCT 10 1955, I sold to Mrs A. Litteri Edgewater Md at public auction for the sum of 14 Dollars and 19 Cents, of which 14.19 Dollars has been paid as a deposit on the property in 1st District described as 1 Lot or .06 acre as situated on Muddy Creek Rd Nr Mayo

and assessed to Leander + Drucilla Curtis

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October OCT 11 1956, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 10 day of October 19 55

Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 10 day of October, 1955, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Notary Public.

My Commission Expires May 6, 1957

13

FILED

1956 NOV -9 PM 2:46

Complainant's Exhibit No. 1

LIBER 102 PAGE 440

Nº 2735 CERTIFICATE OF TAX SALE

JOSEPH H. GRISCOM, Sr.

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October OCT 10 1955, I sold to Mr. A. Littin Edgewater Md at public auction for the sum of 26 Dollars and 83 Cents, of which 26.83 Dollars has been paid as a deposit on the property in 1st District described as Lots 61 - 60 x 180 Trian. + Lot 121 - 50 x 130 as shown on the Plat of North Selby

and assessed to Elnora E. Gainor

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October OCT 11 1956, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 10 day of October 1955

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 10 day of October, 1955, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom Sr. Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 6, 1957

14

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1956 NOV -9 PM 2:46

Complainant's Exhibit No. 2

LIBER 102 PAGE 441

No. 2737 CERTIFICATE OF TAX SALE

JOSEPH H. GRISCOM, Sr.

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October OCT 10 1955, I sold to Mr. A. Littin Edgewater Md at public auction for the sum of 58 Dollars and 76 Cents, of which 58.76 Dollars has been paid as a deposit on the property in 1st District described as Lot 38 Blk O - 40 x 100 as shown on the plat of Selby on Bay Resale and assessed to Reatha Radcliffe

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October OCT 11 1956, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 10 day of October 19[illegible]

Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 10 day of October, 1955, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Stearns
Notary Public.

My Commission Expires May 6, 1957

15

FILED

1956 NOV -9 PM 2 46

Complainant's Exhibit No. 3

LIBER 102 PAGE 442

No. 2733 CERTIFICATE OF TAX SALE

JOSEPH H. GRISCOM, Sr.

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October OCT 10 1955, I sold to Mr. A. Littin Edgewater Md at public auction for the sum of 40 Dollars and 00 Cents, of which 39.16 Dollars has been paid as a deposit on the property in 1st District described as Lot 22 Blk B - 50x100 + Lot 17 Blk T 40x100 as shown on the plat of Selby on the Bay

and assessed to S. B. Lee

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October OCT 11 1956, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 10 day of October 1955

Joseph H. Griscom Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 10 day of October, 1955, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom Jr. Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 6 195[illegible]

16

FILED
1955 NOV -9 PM 2:46

Complainant's Exhibit No. 4

QUITY
E
COURT
FOR
ANNE ARUNDEL
COUNTY

ANTHONY LITTERI
Edgewater Maryland
vs.
LEANDER CURTIS
and
DRUCILLA CURTIS

his wife, Mayo, Maryland, and all persons having or claiming to have any interest in .06 acres of land situate in the First Election District of Anne Arundel County near Mayo, and more particularly described in a deed recorded among the Land Records of Anne Arundel County, Maryland, in Liber J.H.H., No. 326, Folio 295,

and

ELNORA E. GAINOR

59 Seward Avenue, Detroit 2, Michigan, and all persons having or claiming to have any interest in property known as Lot No. 61 and Lot No. 121, as shown on the Plat of North Selby, Anne Arundel County, State of Maryland,

and

REATHA RADCLIFFE

5910 Dalesdales Place N. W., Washington, D.C., and all persons having or claiming to have any interest in property known as Lot 38, Block O, as shown on the Plat of Selby-on-the-Bay, Anne Arundel County, State of Maryland,

and

S. D. ZEA

1735 N. Rhodes Street, Apartment 238, Arlington, Virginia, and all persons having or claiming to have any interest in property known as Lot 22, Block B, and Lot 17, Block T, as shown on the Plat of Selby-on-the-Bay, Anne Arundel County, State of Maryland.

Order Of Publication

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following properties situate in the First Election District of Anne Arundel County, sold by the Collector of Taxes for the State of Maryland and Anne Arundel County, to the Complainant in these proceedings:

.06 acres of land near Mayo

Being more fully described in a deed and plat from James Butler and Frances Butler, his wife, to Leander Curtis and Drucilla Curtis his wife, dated February 14, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 320, Folio 295.

Lots Nos. 61 and 121, as shown on the Plat of North Selby.

Being the same lots of ground described in a deed from Alvin G. Branham, et al, to Elnora E. Gainor, dated May 21, 1934, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 145, Folio 295.

Lot 38 Block O, as shown on the Plat of Selby-on-the-Bay.

Being the same lot of ground described in a deed from Alvin G. Branham, et al, to Reatha Radcliffe, dated December 18, 1933, and recorded among the Land Records of Anne Arundel County in Liber, F.A.M. 156, Folio 411.

Lot 22, Block B, and Lot 17, Block T, as shown on the Plat of Selby-on-the-Bay.

LIBER 102 PAGE 443 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 17, 1956

We hereby certify, that the annexed

Order Publication

Eq. 11,922 Property

Anthony Litteri

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 16th day of January, 1957. The first insertion being made the 15th day of November, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Fee $2.00 1957 Feb 28 P.M. 12:19

The first lot being the same lot of ground described in a deed from Alvin G. Branham, et al, to S. D. Zea, dated October 2, 1935, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 145 Folio 237; and the second lot being the same lot of ground described in a deed from Williams Realty Company, Inc., to S. D. Zea, dated June 30, 1936, and recorded among the aforesaid Land Records in Liber F.A.M. No. 171, Folio 273.

The bill states, among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day from the date of sale have expired.

It is thereupon, this 9th day of November, 1956, by the Circuit Court for Anne Arundel County, in Equity, ORDERED, that notice be given by the insertion of a copy of this order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 16th day of January, 1957, and redeem the property and answer the bill, or thereafter a final decree will be rendered foreclosing all rights of redemption in the property and vesting in the Complainant a title free and clear of all encumbrances.

GEORGE T. CROMWELL, Clerk

True Copy Test:

GEORGE T. CROMWELL, Clerk

D-6

052 5

ANTHONY LITTERI	:	No. 11,922 Equity
vs.	:	IN THE
LEANDER CURTIS, et ux et al	:	CIRCUIT COURT
	:	FOR
	:	ANNE ARUNDEL COUNTY

AFFIDAVIT OF EFFORT TO LOCATE DEFENDANTS

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, Sct.:

I Hereby Certify, that on this 31st day of January, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared William E. Kirk and made oath in due form of law, that a certified letter has been sent to the defendants, Elnora E. Gainor, Reatha Radcliffe and S. D. Zea, in the above proceedings at their last known addresses as shown in the tax records of Anne Arundel County and that said letters were returned to the sender as indicated in these proceedings and that a search of the records of The Orphans Court for Anne Arundel County and the Washington Telephone Directory and Detroit Telephone Directory failed to disclose a more recent address for the defendants, Elnora E. Gainor, Reatha Radcliffe and S. D. Zea.

As Witness my hand and Notarial Seal

Alice Gary
Notary Public

Notary Seal

ALICE GARY NOTARY PUBLIC ANNE ARUNDEL CO. MD.

17A

FILED

1957 FEB 26 PM 3:47

LIBER 102 PAGE 446

AFFIDAVIT

State of Michigan)
)ss
County of Wayne)

Now comes, Helen Schemansky, of the City of Detroit, County of Wayne, State of Michigan, being of mature age and sound mind, who deposes and says:

That she has made a diligent search through the April 1956 Michigan Bell Telephone Directory for the City of Detroit for the name "Eleanora E. Gainor", and she is unable to find that name in said Directory.

That she has made a diligent search of the Michigan Bell Telephone Directory for the surburan area of Detroit for the name "Eleanora E. Gainor," and she is unable to find that name in said Directory.

That in making the search through the Telephone Directory for the City of Detroit, she was unable to find any "Gainors" listed at 59 Seward Avenue, Detroit, Michigan.

That both aforedescribed telephone directories are the most recent issues.

Further deponent sayeth not.

Helen Schemansky L.S.
Helen Schemansky

Subscribed and sworn to before me
this 18th day of January, A. D. 1957.

Thomas L. Rice, Jr.
Notary Public, Wayne County, Michigan.

My Commission expires: August 23, 1957

18.

FILED
1957 FEB 26 PM 3:47

ANTHONY LITTERI	:	No. 11,922 Equity
vs.	:	IN THE
LEANDER CURTIS, et ux et al	:	CIRCUIT COURT
	:	FOR
	:	ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the ORDER of PUBLICATION heretofore issued herein has been duly published in the Maryland Gazette, a newspaper printed and published in the County of Anne Arundel, Maryland, and the defendants having failed to appear either in person or by solicitor and answer the Bill of Complaint filed against them,

It is thereupon, this 28th day of February, 1957, by the Circuit Court for Anne Arundel County in Equity, ADJUDGED, ORDERED and DECREED that said Bill of Complaint be, and the same is hereby, taken pro confesso against the Defendants, Elnora E. Gainor, Reatha Radcliffe and S. D. Zea.

Benjamin Michaelson
Judge

19

FILED

1957 MAR -1 PM 12:18

ANTHONY LITTERI	:	No. 11,922 Equity
vs.	:	IN THE
LEANDER CURTIS, et ux et al	:	CIRCUIT COURT
	:	FOR
	:	ANNE ARUNDEL COUNTY

FINAL DECREE

This cause, standing ready for hearing and being submitted, the proceedings were read and considered, and it appearing that the same have been conducted in substantial compliance with the provisions of Sections 69 to 121 of Article 81 of the Annotated Code of Maryland (1951 Edition), as amended,

It is, thereupon, this 3rd day of April, 1957, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED:

1. That all rights of redemption of the Defendants, Eleanor E. Gainor, Reatha Radcliff and S. D. Zea, or of anyone claiming by, through or under them, in and to the properties located in the First Election District of Anne Arundel County and described in this proceedings, namely:

a) Lots 61 and 121, as shown on the Plat of North Selby and recorded among the Plat Records of Anne Arundel County in Plat Book 8, Page 27.

b) Lot 38, Block O, as shown on the Plat of Selby-on-the-Bay in Plat Book 8, Page 14.

c) Lot 22, Block B, as shown on the Plat of Selby-on-the-Bay and recorded among the Plat Records of Anne Arundel County in Plat Book 7, Page 42.

d) Lot 17, Block T, as shown on the Plat of Selby-on-the-Bay and recorded among the Plat Records of Anne Arundel County in Plat Book 8, Page 14.

and having been sold by the Treasurer of Anne Arundel County on October 10, 1955, for the nonpayment of taxes, be and the same are hereby barred and foreclosed.

20

2. That an absolute and indefeasible title, in fee simple, to the said property, free and clear of all alienations and descents occurring prior to this decree, as well as all encumbrances thereon (excepting taxes accruing subsequent to said date of sale and the public assessments to which the same are subject) is hereby vested in the Plaintiff.

3. That, upon the payment to him of the balance, if any, due on the purchase price of said property, together with all taxes, interest and penalties accruing subsequent to the date of said tax sale, the Treasurer of Anne Arundel County shall execute a deed conveying said property to the Plaintiff.

4. That the Plaintiff shall pay the costs of this proceeding.

Benjamin Michaelson
Judge

24

LIBER 102 PAGE 450

IN THE MATTER OF THE MORTGAGED REAL	: No. 11,936	Equity
ESTATE OF GORDON L. LOWE AND	: In the Circuit Court for	
JEAN L. LOWE, HIS WIFE	: Anne Arundel County	

Mr. Clerk,

Please docket the above proceedings and file the original mortgage herewith.

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

FILED

1956 NOV 20 AM 11:23

LIBER 916 PAGE 135 LIBER 102 PAGE 451

No 11936

Equity

PURCHASE MONEY

This Mortgage,

made this 6th day of April

in the year one thousand nine hundred and fifty-five, between Gordon L. Lowe and Jean L. Lowe, his wife, of Anne Arundel Co., in the State of Maryland, hereinafter called Mortgagor(s), and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND, a body corporate, duly incorporated, hereinafter called Mortgagee.

WHEREAS the said Mortgagee has this day loaned to the said Mortgagor(s) the sum of

SEVEN THOUSAND SEVEN HUNDRED DOLLARS - ($7,700.00)

Dollars, being a part of the purchase money for the property herein described, which said sum the said Mortgagor(s) agree to repay in installments with interest thereon from the date hereof, at the rate of 6 % per annum, in the manner following:

By the payment of SIXTY SIX DOLLARS - - - - - - - - - - - - - - - - - - ($66.00) Dollars plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments for which the property hereinafter described may be legally liable on or before the sixth day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

The said installment payments may be applied by the Mortgagee in the following order:

FIRST: To the payment of interest;

SECOND: To the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, insurance premiums and other charges affecting the hereinafter described premises;

THIRD: Towards the payment of the aforesaid principal sum;

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

And the said Mortgagor(s) shall have the right to pay all or any additional part of the principal on any monthly installment payment date and interest shall abate on any amount so paid on the principal.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

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

BEGINNING for the first at an iron pipe set in the first line of the whole tract conveyed by Arnold S. Osbelt to Virginia Blazey, by deed dated June 26, 1915 and recorded among the Land Records of Anne Arundel County in Liber G.W. 119, Folio 9, said point of beginning being North 49° West, 162 ft. from the beginning point of said whole tract; thence running with the center line of the Washington, Baltimore and Annapolis right of way and the first line as aforesaid, North 49° West, 235 ft. to the center of the County Road leading from Annapolis to Baltimore and known as Burn's Crossing; thence South 13° 45' East, 206 ft.; thence North 70° East, 140 ft. to the point of beginning.

BEGINNING for the second at a point in the first line of the whole tract conveyed by Arnold S. Osbelt to Virginia Blazey by deed dated June 26, 1915 and recorded among the Land Records of Anne Arundel County in Liber GW 119, Folio 9, said point being distant North 49° West, 101 ft. from the beginning point of said whole tract; thence with the center line of the Old Washington, Baltimore and Annapolis right of way and with the first line as aforesaid, North 49° West, 61 ft. to the beginning point of the tract reserved by Winfield H. Smith and Elizabeth Smith, his wife, to Winfield F. Butler and Louise A. Butler, his wife, dated December 7, 1937 and recorded among said Land Records in Liber FAM 175, Folio 351; thence with the third line of said reservation reversed (erroneously described therein as being North 20° West, 120 ft., whereas it should have been North 70° East, 140 ft.) South 70° West, 140 ft. to the second line of the conveyance from Osbelt to Blazey and the County Road; thence with the second line aforesaid, South 13° 45' East, 84 ft.; and thence leaving the County Road and the second line of the whole tract aforesaid and running about North 62° East, 184 ft., more or less, to the place of beginning.

BEING the same property conveyed to the within-named Mortgagors by Miland D. Lukenbach and Helen M. Lukenbach, his wife, by deed of even date herewith intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

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2

This loan was made upon the distinct understanding and agreement between the parties hereto that the following items, if any, shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz.: garages; all bathroom accessories, such as tub, lavatory, closet combination, built-in medicine cabinets; all kitchen accessories, such as sink, built-in kitchen units, gas ranges, coal ranges; all cellar accessories, such as laundry trays, heating plant complete with its boiler, radiators, hot water heaters, oil burner, oil tank and circulators, built-in club room with its appurtenances; built-in radio antenna; all lighting fixtures; built-in mantels; and screens for windows and doors. The aforegoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the mortgagee as a part of mortgagee's security.

Together with the improvements thereon, and the rights and appurtenances thereto belonging or appertaining.

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said Mortgagee, its successors and assigns, in fee simple.

If, however the said Mortgagor(s), his, her or their heirs, personal representatives or assigns, shall make the payments and perform the covenants herein on his, her or their part contained, then this mortgage shall be void.

And the said Mortgagor(s), for themselves, their heirs, personal representatives or assigns, covenant with the said Mortgagee, its successors or assigns, as follows:

I. To repay the indebtedness, together with interest, as herein provided.

II. To keep the buildings on the premises insured against loss by fire and such other hazards as the Mortgagee may require for the benefit of the Mortgagee in some company acceptable to the Mortgagee, to the extent of its lien thereon, and to deliver the policy to the Mortgagee.

III. Not to remove or demolish any buildings now on the premises and to keep improvements in as good order and repair as at the present time.

IV. To pay all ground rent, taxes, water rent, fire and life insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable: the Mortgagee being authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of 6% per annum from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon.

V. That the holder of the mortgage in any action to forclose it, shall be entitled, (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

VI. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the Mortgagor(s), by voluntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the Mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided, at the option of the Mortgagee.

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the aforegoing covenants for thirty days.

And it is agreed that until default is made, the said Mortgagor(s), his, her or their heirs, personal representatives or assigns may retain possession of the mortgaged property.

And the said Mortgagor(s) consent that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Sections 720 to 732, inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898 — or any amendments additions, or supplement thereto — of this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said Mortgagee, its successors or assigns, or by William W. Townshend, Jr., its duly constituted Attorney or Agent under Article 66, Sections 6 to 10, inclusive of the Maryland Code (1939) Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages; and the sale shall be made after giving twenty days' notice of the time, place, manner, and terms of sale in some newspaper printed in the County or City in which the land is situate; and the party selling may also give such other notice as he may deem expedient, and the terms of sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient. And upon any sale of said property, under the assent to decree or the powers herein granted, the proceeds shall be applied as follows:

First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property equal to the commission usually allowed Trustees for making sale of similiar property by virtue of a decree of a Court having equity jurisdiction, and a reasonable Attorney's fee to the Attorney conducting the foreclosure proceedings, but not less than one hundred dollars;

Second, to the extinguishment of all claims of the Mortgagee, its successors or assigns; and

Third, the balance if any, to the said Mortgagor(s), his, her or their heirs, personal representatives or assigns.

Half of such commissions and all such expenses and costs shall be paid by the Mortgagor(s) or his, her or their heirs, personal representatives or assigns in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

The said Mortgagor(s) covenant to warrant specially said lot(s) of ground and to execute such other assurances thereof as may be requisite.

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

WITNESS:

Pauline M. Bozman

Pauline M. Bozman

Gordon L. Lowe (SEAL)
Gordon L. Lowe

Jean L. Lowe (SEAL)
Jean L. Lowe

(SEAL)

LIBER 102 PAGE 454

LIBER 916 PAGE 138

SOMERSET

State of Maryland, ~~XXXXXXXX~~ County, to wit:

I HEREBY CERTIFY, that on this 6th day of April, in the year one thousand, nine hundred and fifty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Gordon L. Lowe and Jean L. Lowe, his wife, the above named Mortgagor(s) satisfactorily proven to be the person(s) whose name(s) are subscribed to the within Mortgage, and acknowledged that they executed the same for the purposes therein contained, and also they acknowledged the foregoing Mortgage to be their act. At the same time also appeared ROBERT C. WARD, President of said Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Pauline M. Bozman
NOTARY PUBLIC

My Commission expires 5/2/55

Pauline M. Bozman

Recorded: April 9, 1955 at 9 A.M.

WM. W. TOWNSHEND, JR.
Attorney
TOWNS-WORTH BLDG.
ANNAPOLIS, MD.

PURCHASE MONEY
MORTGAGE
FROM
GORDON L. LOWE AND
JEAN L. LOWE, HIS WIFE

TO
UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

Received for record 9 Apr 1955 at 9 o'clock A M.
Same day recorded in Liber 9.7.76
No. 916 folio 135 &c. one of the Land Records of Anne Arundel County
and examined per JOHN H. HOPKINS, 3rd Clerk.
Cost of Record $ 5.00 /d.

WILLIAM W. TOWNSHEND, JR., ATTORNEY
Towns-Worth Building, South Street
Annapolis, Maryland

no. 11,936
Equity

ATTORNEY'S SALE

OF

VALUABLE IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Gordon L. Lowe and Jean L. Lowe, his wife, dated April 6, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 916, Folio 135, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

FRIDAY, DECEMBER 21, 1956

at 11:30 o'clock A.M.

All those tracts or parcels of ground situate, lying and being in the Fourth Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

(1) Beginning for the first at an iron pipe set in the first line of the whole tract conveyed by Arnold S. Osbelt to Virginia Blazey, by deed dated June 26, 1915 and recorded among the Land Records of Anne Arundel County in Liber G.W. 119, Folio 9, said point of beginning being North 49° West, 162 ft. from the beginning point of said whole tract; thence running with the center line of the Washington, Baltimore and Annapolis right of way and the first line as aforesaid, North 49° West, 235 ft. to the center of the County Road leading from Annapolis to Baltimore and known as Burn's Crossing; thence South 13° 45' East, 206 ft.; thence North 70° East, 140 ft. to the point of beginning.

(2) Beginning for the second at a point in the first line of the whole tract conveyed by Arnold S. Osbelt to Virginia Blazey by deed dated June 26, 1915 and recorded among the Land Records of Anne Arundel County in Liber G.W. 119, Folio 9, said point being distant North 49° West, 101 ft. from the beginning point of said whole tract; thence with the center line of the Old Washington, Baltimore and Annapolis right of way and with the first line as aforesaid, North 49° West, 61 ft. to the beginning point of the tract reserved by Winfield H. Smith and Elizabeth Smith, his wife, to Winfield F. Butler and Louise A. Butler, his wife, dated December 7, 1937 and recorded among said Land Records in Liber F.A.M. 175, Folio 351; thence with the third line of said reservation reversed (erroneously described therein as being North 20° West, 120 ft., whereas it should have been North 70° East, 140 ft.) South 70° West, 140 ft. to the second line of the conveyance from Osbelt to Blazey and the County Road; thence with the second line aforesaid, South 13° 45' East, 84 ft.; and thence leaving the County Road and the second line of the whole tract aforesaid and running about North 62° East, 184 ft., more or less, to the place of beginning.

Being the same property conveyed unto Gordon L. Lowe and Jean L. Lowe, his wife, by deed dated April 6, 1955 and recorded among the aforesaid Land Records in Liber J.H.H. 916, Folio 133.

The above described property is improved by a dwelling with modern conveniences.

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No 11,936
Equity

TERMS OF SALE: A cash deposit of $750.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in full on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

William W. Townshend, Jr., Attorney
Towns-Worth Building, South Street
Annapolis, Maryland

Robert H. Campbell, Auctioneer

Maryland Gazette Press
November 29, 1956
December 6, 13 and 20, 1956

FILED

1956 NOV 20 AM 11:24

7

In the Matter of the Mortgaged Real Estate : No. 11.936 Equity
of Gordon L. Lowe and Jean L. Lowe, his wife : In the Circuit Court for
: AnneArundel County

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Gordon L. Lowe and Jean L. Lowe, his wife, to United Federal Savings and Loan Association of Glen Burnie, dated April 6, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 916, Folio 135		$7,700.00
Less total amount paid on account of principal	$347.23	
Credit expense account	36.18	
	$383.41	383.41
		$7,316.59
Interest to November 30, 1956	$ 74.04	
Interest to December 21, 1956	25.73	
	$ 99.77	99.77
		$7,416.36

Wm. W. Townshend, Jr.,
Attorney named in mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 21st day of December, 1956, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and he acknowledged the within Statement of Mortgage Claim to be true and the facts therein contained correct.

WITNESS my hand and Notarial seal.

Alice Gary
Alice Gary, Notary Public

ALICE GARY NOTARY PUBLIC

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1956 DEC 21 AM 10:06

LIBER 102 PAGE 458

In the Matter of the Mortgaged Real Estate : No. 11,936 Equity
of Gordon L. Lowe and Jean L. Lowe, his wife : In the Circuit Court for
Anne Arundel County

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of the said State, in and for said County, personally appeared William W. Townshend, Jr., Attorney for Plaintiff named in Mortgage, and made oath in due form of law that he knows the defendant, Lean L. Lowe, and that to the best of his information, knowledge and belief,

(1) Jean L. Lowe is not in the military service of the United States,

(2) Jean L. Lowe is not in the military service of any nation allied with the United States,

(3) Jean L. Lowe has not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended,

(4) Jean L. Lowe is not a member of the Enlisted Reserve Corps who has been ordered to report for military service.

William W. Townshend

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

Subscribed and sworn to before me
this 19th day of December, 1956.

Alice Gary

Alice Gary, Notary Public

My commission expires 5/6/57

ALICE GARY NOTARY PUBLIC ANNE ARUNDEL CO. MD.

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1956 DEC 21 AM 10:06

In the Matter of the Mortgaged Real Estate of : No. 11,936 Equity
Gordon L. Lowe and Jean L. Lowe, his wife : In the Circuit Court
: for
: Anne Arundel County

WAIVER AND CONSENT

WHEREAS, I, Gordon L. Lowe, am presently in the military service of the United States; and,

WHEREAS, my wife and I executed a mortgage to the United Federal Savings and Loan Association of Glen Burnie on April 6, 1955, said mortgage recorded among the Land Records of Anne Arundel County in Liber J.H.H. 916, Folio 135, covering certain property in the Fourth Election District of Anne Arundel County, State of Maryland, as more particularly described in said mortgage filed in these proceedings, which mortgage is in default due to our failure to make payments in accordance with the provisions of said mortgage; and,

WHEREAS, neither my wife nor I have any intention of contesting or disputing these foreclosure proceedings or the sale of said property.

THEREFORE, I do hereby waive all my rights under the Soldiers and Sailors Civil Relief Act, as passed by both the Congress of the United States and the General Assembly of the State of Maryland, with regard to the mortgaged property in these proceedings, and I do hereby consent to the sale of the said mortgaged property in accordance with the laws of the State of Maryland, as if I, Gordon L. Lowe, was not in the military service of the United States.

AND FURTHER, I covenant and agree never to bring any action or suit to vacate these proceedings against the parties heretc, their successors and assigns, nor against the purchaser at the foreclosure sale, his, her or its heirs, successors and assigns, under the provisions of the said Soldiers and Sailors Civil Relief Act.

WITNESS my hand and seal this 14th day of December, 1956.

WITNESS:
Gilberta Smith — Gordon L. Lowe (SEAL)
Gordon L. Lowe

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1956 DEC 21 AM 10:06

STATE OF MARYLAND, COUNTY OF Wicomico, TO WIT:

I HEREBY CERTIFY that on this 14th day of December, 1956, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Gordon L. Lowe, and he acknowledged the aforegoing Waiver and Consent to be his act.

WITNESS my hand and Notarial seal.

GILBERT L. SMITH NOTARY PUBLIC SALISBURY, MARYLAND

Gilbert L. Smith
Notary Public

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Trustee's Bond

LIBER 102 PAGE 461

11,936 Equity.

KNOW ALL MEN BY THESE PRESENTS:

THAT WE WILLIAM W. TOWNSHEND, JR., Towns-Worth Building, Annapolis, Maryland as principal, and INDEMNITY INSURANCE COMPANY OF NORTH AMERICA a corporation of the State of Pennsylvania, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of SEVEN THOUSAND FIVE HUNDRED AND 00/100---($7,500.00)- 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 21st day of December in the year of our Lord one thousand nine hundred and fifty-six.

WHEREAS, the above bounden WILLIAM W. TOWNSHEND, JR. by virtue of a decree of the Honorable Judge of the Circuit Court of ~~Baltimore City~~ Anne Arundel County, has been appointed trustee in Foreclosure to sell Property consisting of 3/4 Acres of Land with Improvements at Burn's Crossing Road, 4th District near Gambrills, Anne Arundel County, Maryland mentioned in the proceedings in the case of United Federal Savings & Loan Association

vs.

Gordon L. Lowe and Jean L. Lowe, his wife

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN WILLIAM W. TOWNSHEND, JR. do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law

William W. Townshend, Jr. (SEAL)
WILLIAM W. TOWNSHEND, JR.

(SEAL)

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA (SEAL)

BY: D. Van Norman, Jr. (SEAL)
D. Van Norman, Jr.
Attorney-in-Fact

Signed, sealed and delivered in the presence of
William A. Willis

State of Maryland, ~~Baltimore City~~ Anne Arundel County, sct:

KNOW ALL MEN BY THESE PRESENTS: That the INDEMNITY INSURANCE COMPANY OF NORTH AMERICA a corporation of the State of Pennsylvania does hereby constitute and appoint D. Van Norman, Jr.

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

WITNESS the seal of the said INDEMNITY INSURANCE COMPANY OF NORTH AMERICA duly affixed by its Vice-President and attested by its Assistant Secretary, this 21st day of December, 1956.

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA

By: R. S. Robins
Vice President
R. S. Robins

ATTEST:
Carroll W. Laird
Assistant Secretary
Carroll W. Laird

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

December 21st, 19 56

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA

Carroll W. Laird
Assistant Secretary

Bond approved and filed this 21st day of Dec. 1956.
George T. Cromwell, Clerk.

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1956 DEC 21 AM 10 06

LIBER 102 PAGE 462

ROBERT H. CAMPBELL - - - - - - - - - - - - - **AUCTIONEER**

WILLIAM W. TOWNSHEND, JR., ATTORNEY
Towns-Worth Building, South Street
Annapolis, Maryland

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

UNDER AND BY VIRTUE of a power of sale contained in a mortgage from Gordon L. Lowe and Jean L. Lowe, his wife, dated April 6, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 916, Folio 135, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

FRIDAY, DECEMBER 21st, 1956

at 11:30 O'clock, A. M.

ALL THOSE TRACTS or parcels of ground situate, lying and being in the Fourth Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

(1) Beginning for the first at an iron pipe set in the first line of the whole tract conveyed by Arnold S. Osbelt to Virginia Blazey, by deed dated June 26th, 1915 and recorded among the Land Records of Anne Arundel County in Liber G.W. 119, Folio 9, said point of beginning being North 49 degrees West, 162 ft. from the beginning point of said whole tract; thence running with the center line of the Washington, Baltimore and Annapolis right of way and the first line as aforesaid, North 49 degrees West, 235 ft. to the center of the County Road leading from Annapolis to Baltimore and known as Burn's Crossing; thence South 13 degrees 45 minutes East, 206 ft., thence North 70 degrees East, 140 ft. to the point of beginning.

(2) Beginning for the second at a point in the first line of the whole tract conveyed by Arnold S. Osbelt to Virginia Blazey by deed dated June 26, 1915 and recorded among the Land Records of Anne Arundel County in Liber G.W. 119, folio 9, said point being distant North 49 degrees West, 101 ft. from the beginning point of said whole tract; thence with the center line of the Old Washington, Baltimore and Annapolis right of way and with the first line as aforesaid, North 49 degrees West, 61 ft. to the beginning point of the tract reserved by Winfield H. Smith and Elizabeth Smith, his wife, to Winfield F. Butler and Louise A. Butler, his wife, dated December 7, 1937 and recorded among said Land Records in Liber F.A.M. 175, Folio 351; thence with the third line of said reservation reversed (erroneously described therein as being North 20 degrees West, 120 ft., whereas it should have been North 70 degrees East, 140 ft.) South 70 degrees West, 140 ft. to the second line of the conveyance from Osbelt to Brazey and the County Road; thence with the second line aforesaid, South 13 degrees 45 minutes East, 84 ft.; and thence leaving the County Road and the second line of the whole tract aforesaid and running about North 62 degrees East, 184 ft., more or less, to the place of beginning.

BEING the same property conveyed unto Gordon L. Lowe and Jean L. Lowe, his wife, by deed dated April 6, 1955 and recorded among the aforesaid Land Records in Liber J.H.H. 916, Folio 133.

THE ABOVE described property is improved by a dwelling with modern conveniences.

TERMS OF SALE: A cash deposit of $750.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in full on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

WILLIAM W. TOWNSHEND, JR.,
Attorney
Towns-Worth Bldg., South St.,
Annapolis, Maryland.

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1956 DEC 21 PM 3:19

LIBER 102 PAGE 403

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December 21, 1956
Annapolis, Maryland

I hereby certify that I have this 21st day of December, 1956, sold the property of Gordon L. Lowe and Jean L. Lowe, his wife, containing two parcels, in the Fourth Election District of Anne Arundel County, Maryland, unto Henry J. Strobecker and Stephen P. Provenza, co-partners, trading as Security Realty Co.
and for the sum of SIX THOUSAND SEVEN HUNDRED DOLLARS - - - - ($6,700.00)

they being then and there the highest bidders therefor.

Robert H. Campbell, Auctioneer

December 21, 1956
Annapolis, Md.

I/We hereby certify that we have this 21st day of December, 1956, purchased from William W. Townshend, Jr., Attorney, the property of Gordon L. Lowe and Jean L. Lowe, his wife, containing two tracts in the Fourth Election District of Anne Arundel County, Maryland, at and for the sum of
SIX THOUSAND SEVEN HUNDRED DOLLARS - - - - - - - - - - - - - - - - ($6,700.00)

and we do hereby agree to comply with the terms of sale.

Henry J. Strobecker Purchaser

Stephen P. Provenza Purchaser

T/A Security Realty Co
Co-Partners

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In the Matter of the Mortgaged Real Estate : No. 11,936 Equity
of Gordon L. Lowe and Jean L. Lowe, his wife : In the Circuit Court for
: Anne Arundel County

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of William W. Townshend, Jr., Attorney named in the mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a mortgage from Gordon L. Lowe and Jean L. Lowe, his wife, dated April 6, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 916, Folio 135, the said William W. Townshend, Jr., Attorney named in the aforesaid mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette Press, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage at public auction on the premises on Friday, December 21, 1956, at 11:30 o'clock A.M., and then and there sold the said property unto Henry J. Strobecker and Stephen P. Provenza, co-partners, trading as Security Realty Co., at and for the sum of SIX THOUSAND SEVEN HUNDRED DOLLARS ($6,700.00), being at that figure the highest bidders therefor, said property described as follows:

All those tracts or parcels of ground situate, lying and being in the Fourth Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

(1) Beginning for the first at an iron pipe set in the first line of the whole tract conveyed by Arnold S. Osbelt to Virginia Blazey, by deed dated June 26, 1915 and recorded among the Land Records of Anne Arundel County in Liber G.W. 119, Folio 9, said point of beginning being North 49° West, 162 ft. from the beginning point of said whole tract; thence running with the center line of the Washington, Baltimore and Annapolis right of way and the first line as aforesaid, North 49° West, 235 ft. to the center of the County Road leading

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from Annapolis to Baltimore and known as Burn's Crossing; thence South 13° 45' East, 206 ft.; thence North 70° East, 140 ft. to the point of beginning.

(2) Beginning for the second at a point in the first line of the whole tract conveyed by Arnold S. Osbelt to Virginia Blazey by deed dated June 26, 1915 and recorded among the Land Records of Anne Arundel County in Liber G.W. 119, Folio 9, said point being distant North 49° West, 101 ft. from the beginning point of said whole tract; thence with the center line of the Old Washington, Baltimore and Annapolis right of way and with the first line as aforesaid, North 49° West, 61 ft. to the beginning point of the tract reserved by Winfield H. Smith and Elizabeth Smith, his wife, to Winfield F. Butler and Louise A. Butler, his wife, dated December 7, 1937 and recorded among said Land Records in Liber F.A.M. 175, Folio 351; thence with the third line of said reservation reversed (erroneously described therein as being North 20° West, 120 ft., whereas it should have been North 70° East, 140 ft.) South 70° West, 140 ft. to the second line of the conveyance from Osbelt to Blazey and the County Road; thence with the second line aforesaid, South 13° 45' East, 84 ft.; and thence leaving the County Road and the second line of the whole tract aforesaid and running about North 62° East, 184 ft., more or less, to the place of beginning.

And the said Attorney further reports that he has received from the said purchasers a deposit as required by the terms of said sale and has also required the purchasers' agreement to comply with the terms of sale, which are as follows: TERMS OF SALE: A Cash deposit of $750.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in full on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

Respectfully submitted,

William W. Townshend, Jr.

William W. Townshend, Jr.,
Attorney named in mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 21st day of December, 1956, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale herein reported was fairly made.

WITNESS my hand and Notarial seal.

Alice Gary

Alice Gary, Notary Public

ALICE GARY NOTARY PUBLIC ANNE ARUNDEL CO.

16

LIBER 102 PAGE 467

ORDER NISI

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF GORDON L. LOWE and JEAN L. LOWE, his wife xxxxxx

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,936 Equity

Ordered, this 21st day of December, 19 56, That the sale of the property in these proceedings mentioned made and reported by WILLIAM W. TOWNSHEND, Jr., Attorney Named In Mortgage xxxxxx

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 29th 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 29th day of January next.

The report states that the amount of sales was xxbe $6,700.00

George T. Cromwell Clerk.

True Copy.

Filed 21 Dec. 1956
3:32 P.M.

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF GORDON L. LOWE and JEAN L. LOWE, his wife

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 30th day of January, 1957 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.

Matthew S. Evans
Judge

FILED
1957 JAN 31 AM 9:44

LIBER 102 PAGE 468 OFF OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 29, 1957

We hereby certify, that the annexed

Order of Nisi - Sale

Eq. 11,936

Gordon L. Lowe

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 January, 1957. The first insertion being made the 27th day of December, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1957 JAN 30 AM 10:53

By T. Tilghman

No. M.G. 9808

18

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,936 Equity

In The Matter Of The Mortgaged Real Estate of GORDON L. LOWE, and JEAN L. LOWE, his wife

Ordered, this 21st day of December, 1956, That the sale of the Property in these proceedings mentioned, made and reported by WILLIAM W. TOWNSHEND, JR., Attorney Named In Mortgage BE RATIFIED AND CONFIRMED, unles cause to the contrary thereof be shown on or before the 29th 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 20th day of January next.

The report states that the amount of sale was $6,700.00.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:

GEORGE T. CROMWELL, Clerk

J-17

In the Case of

In the Matter of the
Mortgaged Real Estate
of
Gordon L. Lowe
and
Jean L. Lowe, his wife

vs.

In the

Circuit Court

For

Anne Arundel County

No. 11,936 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 27, 1957

All of which is respectfully submitted.

Laura K. Dickling
Auditor

Dr. in ac.

In the Matter of the Mortgaged Real Estate of Gordon L. Lowe and Jean L. Lowe, his wife

To Attorney for Commissions, viz:	232	19		
To Attorney for Fee, viz:	100	00	332	19
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	62	52		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	13	10		
Indemnity Ins. Co. of N. A. -bond premium	30	00		
Robert H. Campbell - auctioneer's fee	45	00		
One-half Federal documentary stamps	3	85		
One-half State documentary stamps	3	85		
Alice Gary - notary fees	1	50	173	82
To United Federal Savings & Loan Ass'n of Glen Burnie, mortgagee - this balance on account mortgage claim	6,183	47	6,183	47
			6,740	98
Amount of mortgage claim filed	7,416	36		
Cr. Amount allowed above	6,183	47		
Balance subject to decree in personam	1,232	89		

with

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

Cr.

1956					
Dec.	21	Proceeds of Sale	6,700	00	
		Interest on deferred payment of $5,950.00 to 2/1/57	39	66	6,739 66
		Refund 1956 State and County taxes ($42.56) - 10 days	1	32	1 32
					6,740 98

21

1957 MAR -1 PM 2:44

FILED

ORDER NISI LIBER 102 PAGE 472

In the Matter of the Mortgaged Real Estate of ~~VERSUS~~ Gordon L. Lowe and Jean L. Lowe, his wife

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 11,936 Equity.

ORDERED, This 1st day of ~~February~~ March, 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 10th day of ~~March~~ 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 10th day of ~~March~~ April next.

George T. Cromwell
Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 16th day of April, 1957, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge

FILED

1957 APR 12 PM 12:55

J.T.

102 PAGE 473

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 9, 1957

We hereby certify, that the annexed Order Nisi Eq. 11,936 Auditor Account.

Gordon L. Lowe.

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 April, 1957. The first insertion being made the 7th day of March, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,936 Equity
IN THE MATTER OF THE MORTGAGED REAL ESTATE OF GORDON L. LOWE, and JEAN L. LOWE, his wife.

Ordered, this 1st day of March, 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 10th 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 10th day of April next.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

M-21

FILED

No. M.G. 106-49 1957 10:13

23

LIBER 102 PAGE 474

DANIEL C. HILLARY and IRENE W. HILLARY, his wife, 45 Cathedral Street, Annapolis, Maryland,	*	IN THE
	*	CIRCUIT COURT
COMPLAINANTS	*	FOR
VS.	*	
JOHN WILLIAM HILLARY, 1914 West Street, Annapolis, Maryland,	*	ANNE ARUNDEL COUNTY
RESPONDENT	*	NO. 11,848 EQUITY

* * * * *

BILL OF COMPLAINT

* * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Daniel C. Hillary and Irene W. Hillary, his wife, by Louis M. Strauss and Morris Turk, their Solicitors, respectfully represent:

1. That a certain Rosa Spriggs, widow, conveyed unto your Complainant, Daniel C. Hillary, and unto the Respondent, John William Hillary, as tenants in common, two (2) lots of ground situate in the Sixth Election District (formerly Second) of Anne Arundel County, the first being a lot 49.5 feet by 450 feet, known as 1914 West Street, City of Annapolis and the second being a lot 1/3 acre, more or less, known as 23 Dorsey Place, Parole, by deed dated July 25, 1950 and recorded among the Land Records of Anne Arundel County in Liber JHH 581, folio 331, reserving unto herself however, a life estate in said property conveyed, a certified copy of said deed filed herewith as " Complainant's Exhibit No. 1 " and prayed to be taken as a part hereof.

2. That the said Rosa Spriggs departed this life on or about September 8, 1955 vesting the fee simple title in your Complainant, Daniel C. Hillary and the Respondent, John William Hillary, as tenants in common.

FILED

1956 AUG 21 AM 10: 51

3. That your Complainant is a tenant in common with the Respondent, John William Hillary, of undivided interests and because of the nature of the propertys and improvements thereon, it is not susceptible of partition in kind between the parties without loss or injuries to their respective interest therein and

4. That it would be for the best interest and advantage of all the parties that said real estate be sold and the proceeds thereof divided among them according to their respective interest.

WHEREFORE Your Complainant Prays:-

1. That this Honorable Court pass a decree for the sale of the property herein mentioned, and that the monies arising from such sale be divided among the parties according to their respective interest and rights.

2. That Trustees be appointed to make said sale, receive the purchase price and to convey the property to the purchaser or purchasers thereof upon ratification of sale.

3. That your Complainants may have such other and further relief as their cause may require.

AND, as in duty bound, etc.

Louis M. Strauss

Morris Turk

SOLICITORS FOR COMPLAINANTS

Daniel C. Hillary

Irene W. Hillary

LIBER 102 PAGE 476 BOOK 581 PAGE 331 No 11,848 Equity

No Stamps Required

DEED PREPARED WITHOUT TITLE EXAMINATION

THIS DEED, made this 25th day of July, 1950, by and between Rosa Spriggs, Widow, party of the first part and John William Hillary and Daniel C. Hillary, parties of the second part.

WITNESSETH: That for and in consideration of the sum of five dollars and other good and valuable considerations, receipt of which is hereby acknowledged, the said Rosa Spriggs, Widow, does hereby grant and convey to and unto John William Hillary and Daniel C. Hillary, as tenants in common, their heirs and assigns, in fee simple, the following property :

ALL those two lots of ground lying and being and situated in the Second Election District of Anne Arundel County at and near the village of Camp Parole; one of which said lots and improvements thereon is fully described by metes and bounds in a deed dated May 19, 1921 from Wilson Hyman et al to William Spriggs and is recorded among the land records of Anne Arundel County in Liber W. N. W. 39, folio 132 and as therein described contains 22,275 square feet of land more or less.

The second said lot of ground being all that lot of ground acquired by the said William Spriggs from Walter H. Hart and wife by deed dated the 19th day of September, 1914, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 110 folio 37, containing one third of acre of land more or less and improvements thereon.

BEING the same property acquired by William Spriggs and Rosa Spriggs, his wife (the said William Spriggs having predeceased Rosa Spriggs) from Louis M. Strauss, Trustee, by deed dated the 31st day of May, 1941 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 238, folio 46.

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

TO HAVE AND TO HOLD the land and premises above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said John William Hillary and Daniel C. Hillary, as tenants in common, their heirs and assigns, in fee simple, retaining to the said Grantor, the said Rosa Spriggs, Widow, for the term of her natural life the foregoing described property, upon his death to the said Grantees, John William Hillary and Daniel C. Hillary, as tenants in common, their heirs and assigns, in fee simple.

Refiled Nov 8, 1952

Examiner's Exhibit No. 1 Hillary v. Hillary Equity No 11,848 John S. Rowe Exam

FILED 1956 AUG 21 AM 10:51

COMPLAINANT'S EXHIBIT No. 1

AND the said Grantor does hereby covenant to warrant specially the property hereby granted and conveyed, and that she will execute such other and further assurances as may be requisite.

Witness the hand and seal of the said Grantor.

Witness:

Alice L. Wood — Rosa Spriggs (SEAL)

Alice L Wood — Rosa Spriggs, Widow

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 25th day of July, 1950, before me, the subscriber, a Notary Public of the State of Maryland and the County aforesaid, personally appeared Rosa Spriggs, Widow and she acknowledged the aforegoing deed to be her act.

Witness my hand and Notarial Seal.

Commission expires May 7th, 1951

Alice L. Wood, Notary Public

Recorded-27th-July-1950-at-9:30-A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Deed, is a true copy, per photostat, as recorded in Liber J. H. H. No. 581 Folio 331, 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 17th day of August A. D., 1956.

George T. Cromwell.

George T. Cromwell, Clerk.

5 0

DANIEL C. HILLARY and IRENE S. HILLARY, his wife	:	NO. 11,848 EQUITY
Complainants	:	IN THE
VS.	:	CIRCUIT COURT
JOHN WILLIAM HILLARY	:	FOR
Respondent	:	ANNE ARUNDEL COUNTY
	:	

. . . . .

ANSWER TO BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of John William Hillary, Respondent, to the Bill of Complaint against him exhibited, respectfully shows:

1. That this Respondent admits the allegations contained in paragraphs 1 and 2 of said Bill of Complaint.

2. That this Respondent denies the allegations contained in paragraphs 3 and 4 of said Bill of Complaint and demands strict proof thereof.

And having fully answered said Bill of Complaint, this Respondent prays that it be dismissed with costs.

John William Henry Hillary
John William Hillary
Respondent

W. Harvey Beardmore
W. Harvey Beardmore
Towns-Worth Building
150 South Street
Annapolis, Maryland
Solicitor for Respondent

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

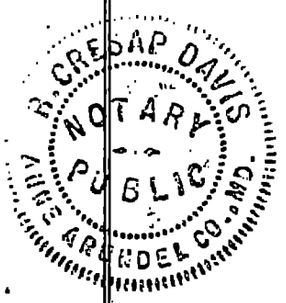
I HEREBY CERTIFY that on this 18th day of SEPTEMBER, 1956, before me, the subscriber, a notary public of the State of Maryland, in and for the County aforesaid, personally appeared JOHN WILLIAM HILLARY, who made oath in due form of law that the matters and facts set forth in the foregoing Answer to Bill of Complaint are true to the best of his information,

FILED
1956 SEP 18 AM 11:20

6

knowledge and belief.

AS WITNESS my hand and Notarial Seal.



R. Cresap Davis
Notary Public

I HEREBY CERTIFY that on this 18th day of September, 1956, a copy of the foregoing Answer to Bill of Complaint was mailed, by ordinary mail, postage prepaid, to Louis M. Strauss, Esquire, 124 South Street, Annapolis, Maryland, and Morris Turk, Esquire, Maryland Hotel, Annapolis, Maryland, of counsel for Complainants.

W. Harvey Beardmore
of counsel for Respondent

DANIEL C. HILLARY and IRENE S. HILLARY, his wife,	:	IN
Complainants	:	THE CIRCUIT COURT
vs.	:	FOR
JOHN WILLIAM HILLARY,	:	ANNE ARUNDEL COUNTY
Respondent	:	NO. 11,848 EQUITY

:::

TESTIMONY ON BEHALF OF THE COMPLAINANTS

October 17, 1956

Present:

Mr. Morris Turk, Solicitor for Complainants

Mr. W. Harvey Beardmore, Solicitor for Respondent

Mr. John G. Rouse, Jr., Examiner

Mrs. Irene Hazel, Court Stenographer

Witnesses:

T. Carroll Worthington, pages 2,3,4,5,6.

Daniel C. Hillary, pages 7,8,9,10, and 18.

John William Henry Hillary, pages 11, 12, 13, 14, 15, 16, 17.

FILED
1956 NOV -8 AM 10:59

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

(Mr. Turk)

1. State your name, address and occupation.

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

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

A. Since 1923.

Mr. Beardmore: I will admit his qualifications.

3. Mr. Worthington, are you familiar with the properties involved in these proceedings?

A. I am.

4. Have you visited the property?

A. I have.

5. Would you state what the property consist of?

A. The first property is 1914 West Street, Annapolis, and that consist of a lot 49.5 feet by 450 feet, running from West Street to the old B & A tracks; improved by a one story, frame, asbestos shingled dwelling, with tin roof and a screened front porch.

6. Do you know how many rooms are in the house?

A. Seven rooms, plaster walls, pine flooring, and concrete brick foundation, heated by a stove.

7. Mr. Worthington, in your opinion, what is the fair market value of the property?

A. In my opinion, the fair market value is $7300.00.

8. Did you visit the other property involved in these proceedings?

A. I have.

9. Would you describe that property?

A. That property is No. 23 Dorsey Place, Parole, and is now known as Lee Street, Parole.

A. The lot is approximately 65 x 230 feet unimproved, a street runs to the property but it has not been opened on the side.

10. What did you find there on the property?

A. There was evidence that there was a house there at one time.

11. How about now, what is the terrain situation now?

A. The ground is level but there is a lot of undergrowth.

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

A. In my opinion the fair market value is $1000.00.

13. Mr. Worthington, in your opinion and from your experience, do you think that this property can be divided in kind without injury to the parties?

A. It could not be divided; you couldn't separate the house in half or the lot in half.

14. Why do you say that?

A. It wouldn't be big enough; the lot wouldn't be big enough for two lots and you couldn't separate the house in half.

15. What should be done in your opinion?

A. In my opinion, the property should be sold and the money divided.

Cross Examination by Mr. Beardmore:

1. How did you arrive at $7300.00 as a fair market value for the lot and house on 1914 West Street?

A. I figured the ground was worth $3300.00, and the house, using the age and depreciation, at $4000.00.

2. Did you make comparison with market values of other houses in the area?

A. Other houses that I have sold.

3. You have sold some in the area?

A. Not right in the area but comparable property.

4. Where?

A. Up near my farm.

10

5. Where is that?

A. About six miles from this particular property.

6. What did you take into consideration in estimating the value of the ground at $3300.00?

A. Well, I used frontage of the lot, and depth, and most of those lots would sell, on that street, somewhere around $3000.00.

8. How did you arrive at the figure of $4000.00 for the house alone?

A. The house had seven rooms, or eight with the bath, and if you figure $1000.00 a room that would be $8000.00 with 50% depreciation.

9. What would be the fair retail value of the premises as it stands right now?

A. Not over $60.00 a foot which would make your average about $6000.00, computing at 10%.

10. How do you account for the difference in computation on the retail value and the estimate of $7300.00 on the fair market value, a difference of about $1300.00?

A. The location of the property would have something to do with it. If you didn't want to rent it as a dwelling you are right across the street from commercial property, which ought to make the property a little more valuable.

11. Is your $7300.00 computation on the basis of eventually using the property as commercial?

A. No, it's not.

12. $7300.00, as I understand it, is on the basis of residential and residential alone?

A. That's right.

13. If the property were put up for sale now, do you feel that the buyer would be willing to pay $7300.00 to use the place as a residence?

A. I would say so.

14. How did you arrive at the figure of $1000.00 for No. 23 Dorsey Place?

A. By lots sold in the Sim's property and Dorsey property, and most of those lots have been sold for between $900.00 and $1000.00.

15. Did you sell those lots?

A. I sold the lots in the Dorsey property, but the Sim's boy sold his own lots.

16. How long ago was that?

A. About a year ago.

17. Was that before the tight money market started?

A. I would say so, yes.

18. Would the present tight money market have any effect on the $1000.00?

A. No, it would not; any lot where sewerage and water is close you can get $1000.00 for it.

19. Mr. Worthington, assuming that the property known as 1914 West Street, which is improved by a one story frame dwelling, has a mortgage on it, the unpaid balance of which is $1342.00; and assuming that the property is put up for sale subject to the mortgage, would your estimate of the fair market value change?

A. It would not.

20. In your opinion then, it would be a fair estimation to say that a purchaser would be willing to purchase the property subject to the mortgage if the $1342.00 were subtracted from the $7300.00?

A. Whether there is a mortgage or not would not change the figure of fair market value appraisal.

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5

QUESTION BY THE EXAMINER:

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

Answer ..... No .....

Signature T. Carroll Worthington

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

(Mr. Turk)

1. State your name and address.

A. Daniel C. Hillary, 45 Cathedral Street, Annapolis, Maryland.

2. Mr. Hillary, you are the complainant in this case, aren't you, along with your wife?

A. Yes sir.

3. Do you know John William Hillary?

A. Yes sir, my brother.

4. He is your brother?

A. Yes sir.

5. Are you familiar with the property involved in these proceedings?

A. Yes sir.

6. State what two properties are concerned.

A. 1914 West Street and 23 Dorsey Place.

7. Do you have an interest in this property?

A. Yes sir.

8. Who else has an interest in that property?

A. My brother.

9. You have what?

A. A half interest.

10. And your brother has a half interest?

A. That's right.

11. How did you and your brother get a half interest in the property?

A. My mother automatically turned it over to him and I two years ago.

12. Your mother made a deed reserving a life estate for herself, and upon her death it goes to you and your brother?

A. That's right. (PHOTOSTAT COPY OF DEED DATED JULY 25, 1950, RE-FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.1)

13. Is your mother still living?

14

A. No sir.

14. When did she die?

A. The 8th of September, 1955.

15. Does the property, 1914 West Street, have a house?

A. That's right.

16. Who is living there now?

A. My brother.

17. Is that John William Hillary?

A. Yes.

18. Is this property, 1914 West Street and 23 Dorsey Place, susceptible of partition in kind between you and your brother without loss or injury?

A. No, it's impossible.

19. Why?

A. Because you just couldn't cut it in half.

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

A. There's nothing to do but sell it and let me have my part and let him have his part.

(Mr. Beardmore) Cross Examination

1. Mr. Hillary, I believe that you and your brother have had an interest in this property since the 25th of July, 1950, isn't that correct?

A. Right.

2. And your mother died on September 8, 1955, and then you each had a half interest, is that correct?

A. That's right.

3. Is there a mortgage on the premises now?

A. Yes.

4. When was that taken out?

A. I can't remember the exact date, I guess it was over five years ago.

5. Do you know the amount of the mortgage?

A. Right now I don't know.

6. You and your wife signed the mortgage?

A. That is correct.

7. Do you know what was done with the money?

A. Work was done on the place, a room and bath and some electric work.

8. Some plumbing work done too wasn't there?

A. That's right.

9. Did you pay any part of the mortgage?

A. I haven't paid any, my mother paid it while she was living and my brother took full responsibility after she died.

10. You have never made any payments on the mortgage; did you pay any taxes on the place?

A. My mother paid everything until she died.

11. How about since September 8, 1955, have you paid any taxes on the property since then?

A. No.

12. How long has your brother been living in the place?

A. I would say round about eight years.

13. Has he been living in the place since you and your brother got a deed from your mother in 1950?

A. Yes.

14. Have you ever asked your brother for any rent?

A. No, I didn't ask him for the rent, I felt if he paid the payments it was all right with me, I wasn't concerned about the rent.

15. What bills did he pay, if you know?

A. That is the part I don't know exactly.

16. You never had an understanding with him about the bills?

A. No.

17. Did you ever have an understanding with him about the mortgage, that if he paid your part of the mortgage he could live in the house?

A. We had an understanding with my mother, I haven't contacted

16

my brother only twice since my mother died. There's a little hard feeling between him and I and his wife, and I didn't bother going around there no more.

QUESTION BY THE EXAMINER:

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

Answer No.....

Daniel C Hillary

Signature

John William Henry Hillary, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Beardmore)

1. State your name and address.

A. John William Henry Hillary, 1914 West Street, Annapolis, Md.

2. What is your occupation?

A. Truck driver.

3. Are you living in the premises on 1914 West Street?

A. Yes sir.

4. Who else is living with you?

A. I have a man staying there with me, and his wife.

5. You are the defendant in this action, is that correct?

A. Yes.

6. How long have you lived in those premises?

A. Ever since 1942.

7. Has there ever been a time when you did not live in the premises?

A. Yes, one time when I married my wife I stayed away a year.

8. Is there a mortgage on the property known as 1914 West Street?

A. Yes sir.

9. Who took out the mortgage?

A. Me and my brother.

10. Was your mother on it too?

A. Yes.

11. When was the mortgage taken out?

A. Five years ago.

12. How much was the mortgage for?

A. $2800.00.

13. Your brother signed the mortgage then, is that correct?

A. Yes.

14. Who made payments on the mortgage?

A. I did.

15. Did your mother ever make any payments on the mortgage?

A. My mother never made any since I had the work done.

16. Did Daniel ever make any payments?

A. No.

17. How much are the payments?

A. Forty-five dollars a month.

18. Who has the mortgage?

A. First Federal Savings and Loan Association.

19. How much is due on that mortgage now?

A. Thirteen hundred some dollars, close as I can get to it.

20. I show you this and ask you if that will refresh your memory as to how much is due?

A. $1342.58.

21. According to the pass book of the First Federal Savings and Loan Association, No.4102, the balance due on the mortgage as of August 20, 1956, was $1342.58.

A. Yes.

22. Does that mortgage payment include the taxes?

A. Yes, when I get the tax bill all I do is take it to them.

23. Are there any other bills that you pay on the premises?

A. No, except when I buy paint, I just pay it out of my own pocket.

24. What was the money used for that you borrowed from the First Federal Savings and Loan Association?

A. It was used to put two rooms on, kitchen and bath.

25. Was all of the money disbursed for that purpose?

A. Yes.

26. None was used for any personal use?

A. Never used a cent.

27. Did your brother ever object to your staying in the house?

A. No sir.

28. Has he ever asked you for rent?

A. No sir.

29. Did you ever discuss the matter with him?

A. No sir.

Cross Examination by Mr. Turk:

1. Mr. Hillary, that property originally belonged to your father and mother, isn't that correct?

A. No sir, my mother but not my father, that was my step-father.

2. Then the property originally belonged to your mother exclusively?

A. That's right.

3. In 1950, July, she gave the property over to you and Daniel, subject to her life estate, isn't that correct?

A. Yes.

4. Did you pay her any money?

A. No.

5. Did you pay any rent while you were living there?

A. No sir.

6. And your mother took out the mortgage didn't she?

A. No, my mother wanted to put a bathroom on and the house wasn't quite big enough for my family and I spoke to my brother about building two rooms on and a kitchen and bath and he said, "all right," and I said,"of course if anything happens to mother," and he said, "you will always have a home to come to." So mother always told me she never wanted it sold, she wanted us boys to keep it and we always got along all right. And she said, "don't ever get away from the property," and she left enough income behind for Dan to pay the taxes in case I was out of a job, she told me that just before she died.

7. What kind of income did she leave behind for Dan?

A. I don't know how much it was but she said she left enough income for him to pay the taxes.

8. Did she say she left any income for you in case Dan got out of a job?

A. No.

9. You have been living there with your family since you got married?

A. I came home when he moved out on Cathedral Street and my mother sent up for me and said, "Dan was going to leave and come on home."

10. You said you moved there in 1942 and moved out one year and since that you have been living there continuously, and you never paid rent?

A. Never paid rent.

11. But you paid mortgage payments, $45.00 a month, and that includes taxes.

A. Yes, and if I didn't have the money I would go down and borrow from my boss.

12. Who is living there now?

A. Joe Milton.

13. How many rooms does he live in?

A. One.

14. Him and his wife?

A. That's right.

15. How much does he pay you?

A. He started off at $10.00 a week and paid it three weeks and then he got out of a job and didn't pay me, then he got a job again and started paying me and when this mess kicked up I didn't take no more.

16. Did you ever turn half of the $10.00 a week over to your brother?

A. No.

17. This $10.00 a week pretty much takes care of the mortgage, doesn't it?

A. No, because I didn't get enough out of it.

18. And you never turned any of these payments over to your brother?

A. No.

19. Did he know Joe Milton was living there?

A. Yes, I guess so.

20. Did you ever tell him?

A. Yes, I told him.

21. How long has Joe Milton been living there?

A. He came there last Christmas, but he never started paying until after the summer.

22. He came there after your mother died or before?

A. Last Christmas, 1955, he came there.

23. I believe you said before that he paid you for some weeks and then he got out of a job.

A. Yes, just like he worked; he did give me $10.00 a couple of weeks and then he didn't pay me because he got out of a job and I cut the payments right off. He helped me out at Christmas when I didn't have no money and then he had social security coming in and I didn't have no money at all.

24. You took it upon yourself to cut out the rent?

A. Yes.

25. You didn't ask your brother if you should cut it out?

A. No.

26. When that mortgage was put on the house it was signed by you, your brother and your mother, and that was to help you out so you would have room to live there, is that correct?

A. Yes.

27. And the mortgage payments you made were for your benefit?

A. Yes.

28. And you weren't paying rent to your mother?

A. No.

Re-Direct Examination by Mr. Beardmore:

1. You took $10.00 a week from Joe Milton?

A. That's right.

2. Was it all for rent or board?

A. Part of it was for food too.

3. How much went for food?

A. I don't know, it all went together; I spent just as much as

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he spent.

4. Would you say half of it went for food?

A. Half of it, yes.

5. Joe Milton gave you $10.00 a week for what? You would break down that $10.00 a week so much for food and so much for rent, isn't that correct?

A. He just gave me that, I didn't charge him nothing, I wouldn't charge that man anything, he was a friend of mine.

6. You were helping a friend out, is that correct?

A. That's right.

Answer to Question by Examiner:

"He wants it up to sell but my mother said she wanted to keep it from generation to generation and I would like to carry out my mother's wishes if I can. If it weren't for what my mother said I wouldn't be here and put out what I have, I would say to him, sell it."

Re-Cross Examination by Mr. Turk:

1. You are two months behind in your mortgage payments now, aren't you?

A. That's right.

2. And you know that if you fall far enough behind it could be foreclosed and sold.

A. That's right, but I borrow from my boss when I get behind, I try to do the best I can.

QUESTION BY THE EXAMINER:

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

Answer No.

Signature Johnnie Hillary

Rebuttal Testimony

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

Rebuttal Testimony

(Mr. Turk)

1. I want to ask you a question. Before your mother died, at any time, did your mother ever tell you or did she leave you any income with which to pay taxes on this property?

A. No sir, she left me income which was left to me personally.

2. Did she tell you to pay taxes with it?

A. No sir.

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

Witness my hand and seal this 8th day of November, 1956.

John G. Rouse, Jr. Examiner (SEAL)

John G. Rouse, Jr., Examiner

J.R. $10.00

I.H. $15.00 Pd 11/7/56 D.H.

LIBER 102 PAGE 498

DANIEL C. HILLARY and IRENE S. HILLARY, wife,	:	IN THE CIRCUIT COURT FOR
	:	ANNE ARUNDEL COUNTY
vs.	:	
JOHN WILLIAM HILLARY	:	NO. 11,848 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 November, 1956, by the Circuit Court for Anne Arundel County in Equity, Adjudged, Ordered and Decreed that the real estate mentioned in these proceedings be sold for the purpose of partition among the parties; that Louis M. Strauss, Morris Turk and W. Harvey Beardmore be, and they are hereby, appointed Trustees to make said sale and that the cause and manner of their proceedings shall be as follows:

They shall first file with the Clerk of this Court a bond to the State of Maryland executed by themselves and a surety or sureties to be approved by this Court in the penalty of Ten Thousand Dollars ($10.000.00), conditioned upon the faithful performance of the trust reposed in them by this decree or to be reposed in them by any future decree or order in the premises. They shall then proceed to make the said sale, having given at least three weeks notice by advertisement, inserted in such daily newspaper published in Anne Arundel County and such other notice as they may think proper of the time, place, manner and terms of sale, which terms shall be as follows: A deposit of 10% to be paid in cash on the day of sale, deferred payments to bear interest at 6% per annum from the day of sale; or at private sale, at a sum not less than its highest appraised value, and as soon as may be convenient, after any such sale or sales, the said Trustees shall return to this Court a full and particular account of the same, with an annexed affidavit of the truth thereof, and of the fairness of said sale; and on the ratification of such sale by the Court and on the payment of the whole purchase money, and not before, the said Trustees shall, by a good and sufficient deed to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers of said property, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claims of the property hereto, complainant and

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respondent, and those claiming by, from or under them or any of them. And the said Trustees shall bring into this Court the money arising from said sale to be distributed under the direction of this Court, after deducting the costs of this suit and such commissions to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

Benjamin Nicholson
Judge

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LIBER 102 PAGE 500

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

B O N D

No. 11,848 Equity

KNOW ALL MEN BY THESE PRESENTS: That we, Louis M. Strauss, Morris Turk, and W. Harvey Beardmore, Trustees, of Anne Arundel County, State of Maryland, as Principals, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Ten Thousand Dollars ($10,000.00), 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 28th day of November , 1956.

WHEREAS, by Decree of the Circuit Court for Anne Arundel County in a cause entitled "Daniel C. Hillary, et al vs. John William Hillary," No. 11,848 Equity, dated November 19, 1956, Louis M. Strauss, Morris Turk, and W. Harvey Beardmore, were appointed Trustees to make sale of the property described in said proceedings, and the said Louis M. Strauss, Morris Turk, and W. Harvey Beardmore, Trustees, are about to execute said power and make sale of the property described in said proceedings.

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

WITNESS:

_____

Louis M. Strauss (SEAL)

Morris Turk (SEAL)

W. Harvey Beardmore, PRINCIPALS (SEAL)

GLOBE INDEMNITY COMPANY, a body corporate

BY: _____
John H. Hopkins, IV, Attorney

Bond approved this 28th day of November, 1956.
George F. Cromwell, Clerk

Kathleen Meench
Kathleen Meench

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1956 NOV 28 AM 10:10

LOUIS M. STRAUSS, Solicitor
124 South Street
Annapolis, Maryland
MORRIS TURK, Solicitor
Maryland Inn
Annapolis, Maryland
W. HARVEY BEARDMORE, Solicitor
18 West Street
Annapolis, Maryland

TRUSTEES' SALE

— OF —

SEVEN ROOM DWELLING Situated on Valuable Commercial Property [Zoned Industrial]

Known as 1914 West Street, Annapolis, Md., Opposite J. F. Johnson Lumber Co.

— AND —

RESIDENTIAL BUILDING LOT

Located On Dorsey Place (Now Lee Street), Parole, Annapolis, Maryland

BY VIRTUE of a decree of the Circuit Court for Anne Arundel County, in Equity, passed in proceedings designated as Equity No. 11,848, the undersigned Trustees will sell at public auction at the Court House Door, Church Circle, Annapolis, Maryland, on

FRIDAY, DECEMBER 21st, 1956

AT 11:00 O'CLOCK A. M.

the following two parcels of land situated in the City of Annapolis, Sixth Election District, Anne Arundel County, Maryland, and described as follows:

PARCEL NO. 1: All that tract of land situate in the Sixth Election District (formerly Second District) Anne Arundel County, known and designated at 1914 West Street, Annapolis, Maryland, and described:

BEGINNING for the same at a point on the North side of the Public Road leading to South River Bridge from Annapolis at a distance of 715½ feet west from another public road running from the first named public road towards "Cow Hide Branch" or the head of "Weems Creek" and being a point on the line dividing the lot formerly owned by Magdalene Parodi from the lot conveyed on the 15th day of December, 1905 to Daniel Brown by the said Parodi, thence with said divisional line about 450 feet to the property of the Annapolis, Washington and Baltimore Railroad, thence in an easterly direction with the line of said railroad, 49½ feet, thence in a southerly direction and parallel with the first line, about 450 feet to the public road leading to South River Bridge, thence in a westerly direction 49½ feet to the point of beginning. Containing 22,275 square feet, more or less.

This property is improved by a one-story frame dwelling containing seven rooms, with modern conveniences, situate on industrially zoned property.

PARCEL NO. 2: All that lot of ground situate in Lee Street (formerly Dorsey Place), Sixth Election District, Anne Arundel County, Maryland, and described:

LIBER 102 PAGE 502

BEGINNING at a post, at end of first line of lot No. 2 and running from thence South 31 degrees 15 minutes West 225 feet to a post, the end of the first line of the aforesaid lot of ground as conveyed by Mary E. Chew and James H. Chew to Thomas H. Spriggs and others by deed dated April 6, 1886, thence running with and bounding on the lines of said conveyance as follows: South 71 degrees 30 minutes East 68 feet 6 inches to a post, thence North 31 degrees 15 minutes East 211 feet to a post, end of second line of lot 2, thence reversing and bounding on said line, North 58 degrees 45 minutes West 66 feet 9 inches to beginning post, containing 1/3 acre, together with a right of way over said lots 1 and 2 from public road leading from Annapolis to Camp Parole to said lot No. 3, said right of way to be 9 feet wide to be measured from west line of said lot No. 1 and lot No. 2. Above lot being known as Lot 3 on an unrecorded plat by John Duvall, and being unimproved.

BEING the same two parcels of ground conveyed to William Hillary (also known as John William Hillary) and Daniel C. Hillary by deed dated July 25th, 1950, and recorded among the Land Records of Anne Arundel County in Liber J. H.H. 581, folio 331 from Rosa Spriggs, widow; the said Rosa Spriggs retaining unto herself a life estate therein and the said Rosa Spriggs having since departed this life on or about September 8, 1955.

THESE PROPERTIES will first be offered individually and the bid reserved and then will be offered as an entirety. If the combined individual bids exceed the bid for the whole, then the individual bids will be accepted; but if the entire bid exceeds the sum total of the individual bids, then the bid as an entirety will be accepted.

The above properties are subject to an existing mortgage to the First Federal Savings and Loan Association of Annapolis, dated November 30, 1951 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 657, folio 140; the balance due of said mortgage debt to be announced at time of sale. Properties will be sold free and clear of said mortgage debt.

TERMS OF SALE: If sold singularly, a deposit of 10% will be required on the day of sale. In either event, deferred payments to bear interest at the rate of 6% per annum from day of sale to date of settlement. Taxes, water charges, and other public charges, if any, to be adjusted as of day of sale.

LOUIS M. STRAUSS
MORRIS TURK
W. HARVEY BEARDMORE
Trustees

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1956 DEC 21 PM 2:48

30

DANIEL C. HILLARY and IRENE S. HILLARY, his wife,

vs.

JOHN WILLIAM HILLARY

: IN THE CIRCUIT COURT FOR

: ANNE ARUNDEL COUNTY

: No. 11,848 Equity

:

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 21st day of December, 1956, sold the within described property to Daniel C. Hillary and Irene S. Hillary, wife at and for the sum of Thirteen Thousand Dollars ($ 13,000.00), being at that figure the highest bidder therefor; and I do hereby further certify that said sale was fairly made.

George W. Scible Auctioneer

PURCHASER'S CERTIFICATE

~~(I)~~ (We) hereby certify that ~~(I)~~ (We) have this 21st day of December, 1956, purchased the within described property from Louis M. Strauss, Morris Turk and W. Harvey Beardmore, Trustees, at and for the sum of Thirteen Thousand Dollars ($13,000.00), and ~~(I)~~ (We) hereby agree to comply with the terms of said sale as set forth on the reverse side hereof.

Witness

Daniel C. Hillary (SEAL)

Irene S. Hillary (SEAL)

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1956 DEC 21 PM 2:48

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LIBER 102 PAGE 504

DANIEL C. HILLARY and IRENE S. HILLARY, his wife	:	IN THE CIRCUIT COURT FOR
	:	ANNE ARUNDEL COUNTY
vs.	:	NO. 11, 848 Equity
JOHN WILLIAM HILLARY	:	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Louis M. Strauss, Morris Turk and W. Harvey Beardmore, Trustees, under a decree passed in these proceedings, dated the 16th day of November, 1956, to make sale of certain real estate therein mentioned, respectfully shows:

That after giving Bond with security for the faithful performance of their trust, and after having complied with all other pre-requisites as required by law and the said decree, and giving notice of the time, place, manner and terms of sale by advertisement inserted in the Evening Capital, 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 21st day of December, 1956, at 11:00 o'clock A.M. then and there proceed to sell and did sell, said property mentioned in these proceedings at public sale to the highest bidder, said property being described as follows:

1st Parcel. All that tract of land, 49½ x 450, situate in the City of Annapolis, Maryland, known and designated as 1914 West Street, and improved by a seven room frame dwelling.

2nd Parcel. All that unimproved lot of ground situate on Lee Street (formerly Dorsey Place), Sixth Election District, being approximately 67 x 220; both parcels of ground being the same parcels of ground conveyed to William Hillary (also known as John William Hillary) and Daniel C. Hillary by deed dated July 25, 1950 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 581, folio 339 from Rosa Spriggs, widow; the said Rosa Spriggs retaining unto herself a life estate therein and the said Rosa Spriggs having since departed this life on or about September 8, 1955.

And, your Trustees sold the above described property to Daniel C. Hillary and Irene S. Hillary, his wife, for the sum of Thirteen Thousand Dollars ($13,000.00), they being the highest bidder therefor.

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1956 DEC 21 PM 2:48

12

Respectfully submitted,

Louis M. Strauss

Morris Turk

W. Harvey Beardmore

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 21st day of December, 1956, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Louis M. Strauss, Morris Turk and W. Harvey Beardmore, Trustees named in the above report of sale, and made oath in due form of law that the matters and things stated in the aforegoing report are true to the best of their knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and Notarial Seal.

Naomi K. Cox
Notary Public

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LIBER 102 PAGE 506

ORDER NISI

Daniel C. Hillary and
Irene S. Hillary, his wife

versus

John William Hillary

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,848 Equity

Ordered, this 21 day of December, 19 56, That the sale of the Property in these Proceedings mentioned, made and reported by Louis M. Strauss, Morris Turk and W. Harvey Beardmore, Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sales ~~xxxxx~~ was $ 13,000.00

FILED 1956 DEC. 21 PM 4:30

George L. Cromwell Clerk.

True Copy.

TEST: Clerk.

(Final Order)

Daniel C. Hillary and
Irene S. Hillary, his wife

versus

John William Hillary

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 28th day of January, 1957, 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

1957 JAN 28 PM 3:51

34

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE: NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

Equity No. 11,848

ADDITIONAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Louis M. Strauss, Morris Turk, and W. Harvey Beardmore, Trustees, of Anne Arundel County, State of Maryland, as Principals, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Three Thousand Dollars ($3,000.00), 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 26th day of December, 1956.

WHEREAS, by Decree of the Circuit Court for Anne Arundel County in a cause entitled "Daniel C. Hillary, et al vs. John William Hillary," No. 11,848 Equity, dated November 19, 1956, Louis M. Strauss, Morris Turk, and W. Harvey Beardmore, were appointed Trustees to make sale of the property described in said proceedings, and the said Trustees have made sale of said property,

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

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the said Trustees shall faithfully perform and execute the trust reposed in them or to be reposed in them by any future order in the premises, then the obligation set forth above shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

WITNESS:

Kathleen Meench
Kathleen Meench, as to all

Louis M. Strauss (SEAL)
Louis M. Strauss

Morris Turk (SEAL)
Morris Turk

W. Harvey Beardmore (SEAL)
W. Harvey Beardmore, PRINCIPALS

GLOBE INDEMNITY COMPANY, a body corporate

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

Kathleen Meench
Kathleen Meench

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1956 DEC 26 AM 10:13

Approved this 26th Dec., 1956.
George J. Bromwell, Clerk.

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LIBER 102 PAGE 508

DANIEL C. HILLARY
IRENE S. HILLARY, his wife,

vs.

JOHN WILLIAM HILLARY

: IN THE CIRCUIT COURT FOR
: ANNE ARUNDEL COUNTY
: No. 11,848 Equity
:

CERTIFICATE OF PUBLICATION OF ORDER NISI ON REPORT OF SALE

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,848 Equity
DANIEL C. HILLARY and IRENE S. HILLARY, his wife
versus
JOHN WILLIAM HILLARY

Ordered, this 21st day of December, 1956, That the sale of the Property in these Proceedings mentioned, made and reported by Louis M. Strauss, Morris Turk and W. Horvey Beardmore, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sale was $13,000.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
J-14

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 17, 1957

We hereby certify, that the annexed

Order Nisi Sale
Eq. 11,848
Daniel C. Hillary

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 25th day of January, 1957. The first insertion being made the 24th day of December, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. E.C. 9806

FILED

1957 JAN 28 PM 2:31

36

OFFICE OF

Evening Capital

A02 PAGE 509

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 7, 1957

We hereby certify, that the annexed

Trustees' Sale

1914 West Street

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 21st day of December, 1956. The first insertion being made the 28th day of November, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

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1957 FEB -8 AM 11:34

By: [illegible]

Legal Notice

LOUIS M. STRAUSS, Sell
134 South Street
Annapolis, Maryland
MORRIS TURK, Solicitor
Maryland Inn
Annapolis, Maryland
W. HARVEY BEARDMORE, Solicitor
18 West Street
Annapolis, Maryland

Trustees' Sale

Of Seven Room Dwelling Situated on Valuable Commercial Property (Zoned Industrial)

known as 1914 West Street, Annapolis, Md. opposite J. F. Johnson Lumber Co.
And

Residential Building Lot

located on Dorsey Place (now Lee Street), Parole, Annapolis, Md.

By virtue of a decree of the Circuit Court for Anne Arundel County, in Equity, passed in proceedings designated as Equity No., 11,848, the Undersigned Trustees will sell at public auction at the Court House Door, Church Circle, Annapolis, Maryland, on

Friday, December 21, 1956 at 11:00 o'clock A. M.

the following two parcels of land situated in the City of Annapolis, Sixth Election District, Anne Arundel, County, Maryland, and described as follows:

Parcel No. 1. All that tract of land situate in the Sixth Election district (formerly Second District) Anne Arundel County, known and designeted as 1914 West Street, Annapolis, Maryland and described:

Beginning for the same at a point on the North side of the Public Road leading to South River Bridge from Annapolis at a distance of 715½ feet west from another public road running from the first named public road towards "Cow Hide Branch" or the head of "Weems Creek" and being a point on the line dividing the lot formerly owned by Magdalene Parodi from the lot conveyed on the 15th day of December 1905 to Daniel Brown by the said Parodi, thence with said divisional line about 450 feet to the property of the Annapolis, Washington and Baltimore Railroad, thence in an easterly direction with the line of said railroad, 49½ feet, thence in a southerly direction and parallel with the first line, about 450 feet to the public road leading to South River Bridge, thence in a westerly direction 49½ feet to the point of beginning. Containing 22,275 square feet, more or less.

This property is improved by a one-story frame dwelling containing seven rooms, with modern conveniences, situated on industrially zoned property.

Parcel No. 2. All that lot of ground situate on Lee Street (formerly Dorsey Place), Sixth Election District, Anne Arundel County, Maryland, and described:

Beginning at a post, at and of first line of lot No. 2 and running from thence South 31 degrees 15 minutes West 225 feet to a post, the end of the first line of the aforesaid lot of ground as conveyed by Mary E. Chew and James H. Chew to Thomas H. Spriggs and others by deed dated April 6, 1886, thence running with and bounding on the lines of said conveyance as follows: South 71 degrees 30 minutes East 68 feet 6 inches to a post, thence North 31 degrees 15 minutes East 211 feet to a post, end of second line of lot 2, thence reversing and bounding on said line, North 58 degrees 45 minutes West 66 feet 9 inches to beginning post, containing 1/3 acre, together with a right of way over said lots 1 and 2 from public road leading from Annapolis to Camp Parole to said lot No. 3, said right of way to be 9 feet wide to be measured from west line of said lot 1 and lot No. 2. Above lot being known as Lot 3 on an unrecorded plat by John Duvall, and being unimproved.

Being the same two parcels of ground conveyed to William Hillery (also known as John William Hillary) and Daniel C. Hillary by deed dated July 25, 1950 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 561, folio 331 from Rosa Spriggs widow; the said Rosa Spriggs retaining unto herself a life estate therein and the said Rosa Spriggs having since departed this life on or about September 8, 1955.

These properties will be first offered individually and the bid reserved and, then will be offered as an entirety. If the combined individual bids exceed the bid for the whole, then the individual bids will be accepted; but if the entire bid exceeds the sum total of the individual bids, then the bid as an entirety will be accepted.

The above properties are subject to an existing mortgage to the First Federal Savings and Loan Association of Annapolis, dated November 30, 1951 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 657, folio 140; the balance due of said mortgage debt to be announced at time of sale. Properties will be sold free and clear of said mortgage debt.

TERMS OF SALE: If sold singularly, a deposit of 10% will be required on each property on the day of sale. If sold as an entirety, a deposit of 10% will be required on the day of sale. In either event, deferred payments to bear interest at the rate of 6% per annum from day of sale to date of settlement. Taxes, water charges, and other public charges, if any, to be adjusted as of day of sale.

W. HARVEY BEARDMORE
LOUIS M. STRAUSS
MORRIS TURK
Trustees U-20

37

In the Case of

Daniel C. Hillary

and

Irene S. Hillary, his wife

VS.

John William Hillary

In the

Circuit Court

For

Anne Arundel County

No. 11,848 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 7, 1957

All of which is respectfully submitted.

Laura K. Finkelstein
Auditor

All of which is respectfully submitted.

35

Dr. Daniel C. Hillary and Irene S. Hillary, his wife, vs. John William Hillary in ac.

To Trustees for Commissions, viz:	423	51	423	51
To Trustees for Court costs, viz:				
Plaintiffs' Solicitor's appearance fee	10	00		
Defendant's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	27	75		
Jos. W. Alton, Jr. - Sheriff's costs	1	45		
John G. Rouse - Examiner's fee	10	00		
Irene Hazel - Stenographer's fee	15	00		
Auditor - stating this account	36	00		
			110	20
To Trustees for Expenses, viz:				
Capital-Gazette Press - advertising sale	91	24		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	13	22		
Globe Indamnity Co. - bond premiums	52	00		
T. Carroll Worthington - appraisal and testimony	50	00		
George W. Scible - auctioneer's fee	100	00		
Clerk of Court - certified copy of deed	2	25		
One-half Federal documentary stamps	7	15		
One-half State documentary stamps	7	15		
Morris Turk - fee for legal services rendered (Order 1/28/57)	150	00		
Naomi K. Cox - notary fees	1	00	488	01
To Trustees for Benefit Charges, viz:				
City Water Dept. - metered water from 11/28/56 to 12/21/56	1	58	1	58
To Trustees for Liens, viz:				
First Federal Savings & Loan Ass'n of Annapolis - in full for mortgage debt and interest	1,430	01		
Clerk of Court - recording release	1	00	1,431	01
To Trustees for Claims Filed, viz:				
United States of America, Assignee of Baltimore Federal Savings & Loan Ass'n- balance due on note of Rosa Spriggs, Daniel C. Hillary and John W. Hillary (Order 1/28/57)	120	16		
Interest to 3/1/57	10	10	130	26

BALANCE FOR DISTRIBUTION - $10,594.49				
Distributed as follows:				
To Daniel C. Hillary - one-half		5,297	25	
To John William Hillary - one-half: $5,297.24				
LESS:				
Judgment Claim of E. Alvin Jess, etc, in #4035 Law, viz:				
Debt $158.88				
Interest from 12/15/52 to 4/15/57	41.31			
Attorney's fee	23.83			
Court costs	26.00			
	250.02	5,047	22	
To E. Alvin Jess, trading as Jess Motors- in full for judgment claim above		250	02	10,594 49
				13,179 06

with Louis M. Strauss, Morris Turk and W. Harvey Beardmore, Trustees

					Cr.	
1956						
Dec.	21	Proceeds of Sale	13,000	00		
		Interest on deferred payment ($11,700.00) to 2/21/57	117	00	13,117	00
		Refund 1956 Annapolis City taxes on 1914 West St. ($73.72) - adjusted to 12/21/56	35	86		
		Refund 1956 Annapolis City taxes on 23 Lee Street ($15.28) - adjusted to 12/21/56	7	64		
		Refund fire insurance premium	18	56	62	06
					13,179	06

19 19 19 count ife ty URT Docket

102 PAGE 515

1957 MAR -8 AM 11:49 FILED

ORDER NISI

Daniel C. Hillary
and
Irene S. Hillary, his wife

VERSUS

John William Hillary

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 11,848 Equity.

ORDERED, This 8th day of March, 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 11th 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 11th day of April next.

George T. Cromwell, Clerk

1957 APR 12 PM 3:20 FILED

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 12th day of April, 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

ANNE ARUNDEL COUNTY

No. Equity.

LIBER 102 PAGE 516

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 11, 1957

We hereby certify, that the annexed

Order Nisi Eq 11,848

Auditor account

Daniel C. Hillary

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 April, 1957. The first insertion being made the 11th day of March, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,848 Equity

DANIEL C. HILLARY, and
IRENE S. HILLARY, his wife
Versus
JOHN WILLIAM HILLARY

Ordered, this 8th day of March, 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 11th 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 11th day of April next.

GEORGE T. CROMWELL, Clerk

TRUE COPY:
TEST:
GEORGE T. CROMWELL, Clerk

M-25

FILED

No. E.C. 1957 APR 11 PM 1:08

42

MATTHEW S. EVANS, Assignee 212 Duke of Gloucester Street Annapolis, Maryland	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
LAURA B. MILLER Barbersville Laurel, Maryland	*	ANNE ARUNDEL COUNTY
	*	NO. 11,855 EQUITY

* * *

Mr. Clerk:

Please docket the within foreclosure and file the within original mortgage marked "Exhibit A".

McWilliams, Evans and Melvin
212 Duke of Gloucester Street
Annapolis, Maryland

FILED
1956 AUG 24 AM 11:54

MARYLAND MORTGAGE FEE: Counties Code

LIBER 825 PAGE 174

Law Reporter Blank No. 81
516 FIFTH ST. N.W., WASHINGTON, D. C.

LIBER 102 PAGE 518

No 11,855 Equity

This Mortgage

Made this 10th *day of* April *in the year one thousand nine hundred and* fifty-four *, by and between*

LAURA B. MILLER, *party of the first part, and*

GUIL BARBER, TRUSTEE *party of the second part:*

Whereas, the party of the first part is bona fide indebted unto the party of the second part in the full and just sum of Three Thousand Dollars, being deferred purchase money on the hereinafter described property, for which amount she has executed and delivered unto the party of the second part, her one promissory note bearing even date herewith in the aforesaid sum of Three Thousand and 00/100 Dollars with interest until paid at the rate of Six (6%) per centum per annum, said principal sum and interest thereon or on so much thereof as may from time to time remain unpaid, being payable in monthly installments of Forty-five ($45.00) Dollars , with the privilege of making larger payments in any amount on the 10th day of each and every month after date until paid; each installment when so paid to be applied first to the payment of the interest accrued on the amount of the principal remaining unpaid and the residue thereof to be credited to the principal.

And it is expressly agree that if default be made in the payment of any one of the aforesaid installments when and as the same shall become due and payable, then and in that event, the unpaid balance of the aforesaid principal sum and accrued interest shall, at the option of the holder thereof at once become and be due and payable,

and wish to better secure the punctual payment of said note by the execution of this Mortgage, which was a condition precedent to the making of said note .

Now, this Mortgage Witnesseth, *that in consideration of the premises and of the sum of* One ($1.00) Dollar *the said party of the first part does grant unto the said party of the second part, in fee simple, all* that *piece or parcel of ground situate, lying and being in* the unincorporated village of Barbersville, Anne Arundel *County, State of Maryland, and described as follows, to wit:*

Beginning for the same at a point in the westerly line of the Old Annapolis Road, said point being 150 feet south of and at right angles to the northerly line of the whole tract (also known as the Theis Line) and running with said County Road South 15°53' West 106.75 feet; thence South 85°27' West 144.00 feet; thence North 15°53' West 106.75 feet; thence South 85°27' West 144.00 feet; thence North 15°53' East 106.75 feet; thence North 85°27' East 150.50 feet to the place of beginning and containing 14,725 square feet, of land, more or less, as surveyed by Edward H. Bowen and Company, June, 1952.

FILED

1956 AUG 24 AM 11:54

1956 AUG 24 AM 11:54

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,* his *heirs and assigns forever.*

Provided, *that if the said* party of the first part, her *heirs, executors, administrators or assigns, shall pay or cause to be paid* the *aforesaid note* , *according to the tenor thereof, and shall perform all the covenants herein on* her ~~their~~ *part to be performed, then this Mortgage shall be void.*

And *it is agreed that, until default be made in the premises, the party 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* party of the first part *for* her *and for* her *heirs, executors, administrators and assigns, do* es *hereby covenant to pay when legally demandable. But if default be made in payment of said money or the interest thereon to accrue, or any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this Mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said* party of the second part, his *heirs and assigns or* his ~~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 Mortgagee,* his *personal representatives and assigns under this Mortgage whether the same shall have been matured or not, and the surplus, if any, shall be paid to the said Mortgagor,* her *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* party of the first part *for* her *and for* her *heirs, executors, administrators and assigns, do*es *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* Three Thousand ($3,000.00) Dollars *Dollars, and to cause the policy, to be effected thereon, to be so framed or indorsed, as, in case of fire, to inure to the benefit of the said* party of the second part, his *personal representatives and assigns to the extent of his, her, or their lien or claim hereunder.*

Witness my *hand and seal*

TEST: Sam J. Richardson — Laura B. Miller [SEAL]
Sam J. Richardson — LAURA B. MILLER

_____ [SEAL]

STATE OF MARYLAND
ANNE ARUNDEL COUNTY } ss:

I Hereby Certify *that on this* 10th *day of* April *in the year of our Lord one thousand nine hundred and* FIFTY-FOUR *before the subscriber, a* Notary Public *of the said* State *in and for the* County *aforesaid, personally appeared in said* State and County, LAUREA B. MILLER *grantor in the aforegoing deed and acknowledged the foregoing Mortgage to be act.*

Witness *my hand and official seal.*

Frank P. Casula
Frank. P. Casula — Notary Public

STATE OF MARYLAND
ANNE ARUNDEL COUNTY } ss:

I Hereby Certify *that on this* 10th *day of* April *in the year one thousand nine hundred and* Fifty-four *before the subscriber, a* Notary Public *in and for* THE STATE AND COUNTY *aforesaid, personally appeared in said* State and County GUIL BARBER, TRUSTEE *the within-named Mortgagee, and made* OATH *in due form of law, that the consideration mentioned in the foregoing Mortgage is true and bona fide, as therein set forth.*

Witness *my hand and official seal.*

Frank P. Casula
Frank P. Casula — Notary Public

Recorded-19th-April-1954-at-2:45-P.M.

LIBER 102 PAGE 521

ASSIGNMENT

For Value Received I do *hereby assign the within Mortgage to*

MATTHEW S. EVANS, Attorney, for foreclosure.

Witness *my hand and seal this* 10th *day of* August , 19 56 .

TEST: Viola J. Brown — Guil Barber, Trustee [SEAL]

Viola J. Brown

STATE OF MARYLAND

COUNTY OF ANNE ARUNDEL } SS:

I Hereby Certify *that on this* 10th *day of* August *in the year one thousand nine hundred and* fifty six, *before the subscriber, a* Notary Public *in and for* the State and County *aforesaid, personally appeared* GUIL BARBER, Trustee,

above-named assignee , and made oath that he has not required the Mortgagor , her 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 her during the existence of this Mortgage.

Witness *my hand and official seal.*

NOTARY PUBLIC ANNE ARUNDEL CO., MD.

Viola J. Brown

Viola J. Brown,
Notary Public

(2) Mortgage

FROM LAURA B. MILLER

TO GUIL BARBER, Trustee

FILED 1957 APR 23 PM 3:14

Received for Record on the 19 day of April, A. D. 1957 at 2:45 o'clock P. M., and recorded in Liber No. WHH 823 at folio 174, one of the Land Records for the County

JAMES H. HOPKINS, 3rd Clerk.

Examined.

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

1957 APR 23 PM 2:30

& RECORDED IN LIBER GTC NO. 823 FOLIO 176

GEO. I. CROMWELL, CLERK

Pd. 4.50

Made and Sold by Law Reporter Ptg. Co., 518 6th St., Wash., D. C.

RELEASE

hereby release the within Mortgage.

Witness *my hand and seal this day of* , 19 .

TEST: _____ _____ [SEAL]

LIBER 102 PAGE 522

MATTHEW S. EVANS, Assignee 212 Duke of Gloucester Street Annapolis, Maryland	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
	*	ANNE ARUNDEL COUNTY
LAURA B. MILLER Barbersville Laurel, Maryland	*	No. 11,865 Equity
	*	

* * *

STATEMENT OF MORTGAGE CLAIM

Statement of the mortgage claim of Matthew S. Evans, Assignee, under the mortgage from Laura B. Miller to Guil Barber, Trustee, dated 10 April 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 825, folio 174, said mortgage being in default.

10 April 1954	Mortgage Loan	$ 3,000.00
	Amount paid on principal and interest	494.07
	Balance due	$ 2,505.93

Matthew S. Evans, Assignee

STATE OF MARYLAND)
) ss.
COUNTY OF ANNE ARUNDEL)

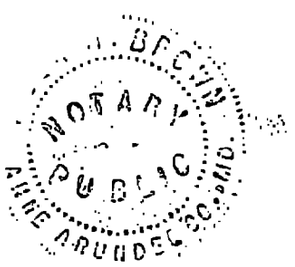
I HEREBY CERTIFY That, on this 24th day of September 1956, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared MATTHEW S. EVANS,

FILED
1956 SEP 25 AM 9:54

6

Assignee, and made oath in due form of law that the foregoing is a true statement of the amount remaining due Guil Barber, Trustee, on his mortgage claim described herein, and that he has not received any security or any satisfaction therefor other than the deed of mortgage in said statement mentioned.

AS WITNESS my hand and Notarial Seal.



Viola J Brown
Notary Public

7

LIBER 102 PAGE 524

A STOCK COMPANY—ESTABLISHED 1890

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE

No. 11,855

KNOW ALL MEN BY THESE PRESENTS:

That we, MATTHEW S. EVANS, Assignee 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 ($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 24th day of September in the year of our Lord nineteen hundred and fifty-six.

Whereas, the above bounden Matthew S. Evans, Assignee by virtue of the power contained in a mortgage from Laura B. Miller to Guil Barber, Trustee bearing date the 16th day of April 1954 and recorded among the mortgage records of Anne Arundel County in Liber J.H.H. No. 825 Folio 174 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 Matthew S. Evans, 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.

In Testimony Whereof, the above bounden Matthew S. Evans 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, ~~xxxxxxxxxx~~, the day and year first herein above written.

Signed, sealed and delivered in the presence of

Irma M. Smith

Matthew S. Evans (SEAL)
Matthew S. Evans, Assignee

Attest:

Bond approved and filed This 25th day of September 1956
~~W.~~ George T. Cromwell, Clerk

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Ridgely P. Melvin
Ridgely P. Melvin, Attorney in fact

FILED

1956 SEP 25 AM 9:54

MD3228—1M. 5-42 103525
Mortgagee's or Attorney's Bond

LIBER 102 PAGE 525

MATTHEW S. EVANS, Assignee	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
	*	ANNE ARUNDEL COUNTY
LAURA B. MILLER	*	No. 11855 Equity

* * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of Matthew S. Evans, Assignee named in mortgage filed in these proceedings, respectfully shows:

1. That under and by virtue of the power of sale contained in a mortgage from Laura B. Miller dated 10 April 1954, and recorded among the Land Records of Anne Arundel County In Liber J.H.H. No. 825, folio 174, the said Matthew S. Evans, as the Assignee named in said 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 printed and published in Anne Arundel County, and also byhandbills distributed throughout the vicinity of the property and elsewhere, did on Tuesday, 25 September 1956, at 11:00 o'clock A.M. at the Court House door in the City of Annapolis, Maryland, offer the property in said mortgage described for sale by public auction; and the said Matthew S. Evans, Assignee as aforesaid, then and there sold the said property to Guil Barber, Trustee, at and for the sum of Two Thousand Dollars ($2,000.00), he being at that figure the highest bidder therefor, the said property being the following:

FILED

1956 OCT -4 PM 1:26

LIBER 102 PAGE 526

All that lot or parcel of land situate in the Fourth Election District of Anne Arundel County in the unincorporated village of Barbersville, Maryland, and more particularly described as follows:

BEGINNING for the same at a point in the westerly line of the Old Annapolis Road, said point being 150 feet south of and at right angles to the northerly line of the whole tract (also known as the Theis Line) and running with said County Road South 15 degrees 53 minutes West 106.75 feet; thence South 85 degrees 27 minutes West 155.00 feet; thence North 15 degrees 53 minutes West 106.75 feet; thence South 85 degrees 27 minutes West 144.00 feet; thence North 15 degrees 53 minutes East 106.75 feet; thence North 85 degrees 27 minutes East 150.50 feet to the place of beginning. Containing 14,725 square feet of land, more or less, as surveyed by Edward H. Bowen and Company, June 1952.

2. And the said Assignee further reports that he has received from the purchaser the deposit of $500.00 required by the terms of said sale, and has also obtained the written agreement of the purchaser to comply with the other terms, the same being as follows:

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

Respectfully submitted,

Matthew S. Evans

Matthew S. Evans, Assignee

STATE OF MARYLAND)
) ss.
COUNTY OF ANNE ARUNDEL)

I HEREBY CERTIFY that on this 3d day of October 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared MATTHEW S. EVANS, Assignee, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true, and that the said sale was fairly made.

WITNESS my hand and Notarial Seal.

VIOLA J. BROWN NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Viola J. Brown

Viola J. Brown, Notary Public

LIBER 102 PAGE 527

ORDER NISI

MATTHEW S. EVANS, Assignee

versus

LAURA B. MILLER

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,855 Equity

Ordered, this 4th day of October, 1956, That the sale of the Property in these Proceedings mentioned made and reported by Matthew S. Evans, Assignee ~~Trustee~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of November next.

The report states that the amount of sales ~~xxxx~~ was $ 2,000.00

Filed 1956 OCT 4 PM 1:26

George J. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

MATTHEW S. EVANS, Assignee

versus

LAURA B. MILLER

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 6th day of December, 1956, that the sale made and reported by the ~~Trustee~~ Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

FILED

1956 DEC -6 PM 4:01

12

LIBER 102 PAGE 528 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 12, 1956

We hereby certify, that the annexed

Order Nisi - Eq. 11,855

Laura B. Miller

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 12th day of November, 1956. The first insertion being made the 11th day of October, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,855 Equity
MATTHEW S. EVANS, Assignee
Vs.
LAURA B. MILLER

Ordered, this 4th day of October, 1956, That the sale of the Property in these Proceedings mentioned made and reported by Matthew S. Evans, Assignee 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 $2,000.00.

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

N-1

FILED

No. M.G. 1958 DEC -6 PM 1:14

13

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

McWILLIAMS, EVANS and MELVIN
Solicitors
212 Duke of Gloucester Street
Annapolis, Maryland

FAM V/1.4

ASSIGNEE'S SALE

OF VALUABLE

Fee Simple Property

SITUATE IN THE
FOURTH ELECTION DISTRICT
OF ANNE ARUNDEL COUNTY,
MARYLAND,
AT BARBERSVILLE

By virtue of the power and authority contained in a mortgage from Laura B. Miller, dated 10 April 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 825, folio 174, default having occurred thereunder, Matthew S. Evans, Assignee of said mortgage, will sell at public auction at the Court House Door, Annapolis, on

TUESDAY, SEPTEMBER 25th, 1956

AT 11:00 O'CLOCK A.M.

the following property:

All that lot or parcel of land situate in the Fourth Election District of Anne Arundel County in the unincorporated village of Barbersville, Maryland, and more particularly described as follows:

BEGINNING for the same at a point in the westerly line of the Old Annapolis Road, said point being 150 feet south of and at right angles to the northerly line of the whole tract (also known as the Theis Line) and running with said County Road South 15 degrees 53 minutes West 106.75 feet; thence South 85 degrees 27 minutes West 155.00 feet; thence North 15 degrees 53 minutes West 106.75 feet; thence South 85 degrees 27 minutes West 144.00 feet; thence North 15 degrees 53 minutes East 106.75 feet; thence North 85 degrees 27 minutes East 150.50 feet to the place of beginning. Containing 14,725 square feet of land, more or less, as surveyed by Edward H. Bowen and Company, June 1952.

The property is improved by a bungalow-type frame dwelling.

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

For further particulars, apply to

MATTHEW S. EVANS, Assignee,
212 Duke of Gloucester Street,
Annapolis, Maryland.

14

I hereby certify that I have this 25th day of September 1956, sold the within described property to Emil Barber, Trustee at and for the sum of Two Thousand —— Dollars ($2,000.00), being at that figure the highest bidder therefor; and I hereby further certify that said sale was fairly made.

Auctioneer

I, Emil Barber, Trustee, hereby certify that I have this 25th day of September 1956, purchased the within described property from Matthew S. Evans, Assignee, at and for the sum of two thousand Dollars ($2,000.00), and hereby agree to comply with the terms of said sale as set forth on the reverse side hereof.

By: Emil Barber Trustee (SEAL)

FILED

1957 JAN 14 AM 9:06

13

In the Case of

Matthew S. Evans,
Assignee
vs.
Laura B. Miller

In the

Circuit Court

For

Anne Arundel County

No. 11,855 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 12, 1957

All of which is respectfully submitted.

Laura K. Fickling
Auditor

FILED

1957 JAN 17 PM 12:59

Dr. Matthew S. Evans, Attorney named in Mortgage, vs. Laura B. Miller in ac.

To Assignee for Commissions, viz:	93	59	93	59
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	42	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. of Md. -bond premium	12	00		
George W. Scible - auctioneer's fee	25	00		
One-half Federal documentary stamps	1	10		
One-half State documentary stamps	1	10		
Viola J. Brown - notary fees	1	00	106	41
To Assignee for Taxes, viz: 1956 State and County taxes ($10.39) - adjusted to 9/25/56	7	76	7	76
To Guil Barber, Trustee, mortgagee - this balance on account mortgage claim	1,760	24	1,760	24
			2,019	50
Amount of mortgage claim filed	2,505	93		
Cr. Amount allowed above	1,760	24		
	745	69		

with

Matthew S. Evans, Assignee

Cr.

1956				
Sept.	25	Proceeds of Sale	2,000 00	
		Interest on deferred payment of $1,500.00 to 12/13/56	19 50	2,019 50
				2,019 50

ORDER NISI

LIBER 102 PAGE 534

Matthew S. Evans,
Assignee
VERSUS
Laura B. Miller

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 11,855 Equity.

ORDERED, This 17th 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 25th 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 25th day of February next.

Filed 1957 Jan. 17

George F. Pumphrey, Jr.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 26th 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~~ 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 FEB 26 PM 3:21

19

LIBER 102 PAGE 535 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 14, 1957

We hereby certify, that the annexed

Order Nisi Eq. 11,855

Auditor account

Laura B. Miller

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 25th day of February, 1957. The first insertion being made the 24th day of January, 1957

THE CAPITAL-GAZETTE PRESS, INC.

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,855 Equity
MATTHEW S. EVANS, Assignee
Vs.
LAURA B. MILLER

Ordered, this 17th 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 contrery be shown on or before the 25th 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 25th day of February next.

GEORGE T. CROMWELL, Clerk.

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

F-7

FILED

No. M.G. 9894 1957 FEB 14 PM 1:12 By A. Tilghman

20

SAINT CASIMIR'S BUILDING AND LOAN ASSOCIATION, INCORPORATED, Pltff.	:	IN THE CIRCUIT COURT
vs.	:	FOR
WILLIAM G. KELCH and ANITA KELCH, his wife, Defendants	:	ANNE ARUNDEL COUNTY Equity No. 11,594

ORDER TO DOCKET SUIT

Mr. Clerk:

Please docket the above entitled case and file the accompanying mortgage dated May 16th, 1955, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 730 , folio 573 , from the said Defendants to the said Plaintiff.

A. Stephen Gregorius

A. Stephen Gregorius,
Attorney named in mortgage

Filed: 12 Dec. 1955

No. 11,594 Equity

BUILDING ASSOCIATION MORTGAGE—CITY COUNTY—WITH CLAUSE—47

LIBER 930 PAGE 573

This Mortgage, Made this 16th day of May

in the year one thousand nine hundred and fifty-five between

William G. Kelch and Anita Kelch, his wife,

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

SAINT CASIMIR'S BUILDING AND LOAN ASSOCIATION, INCORPORATED,

a body corporate, duly incorporated, Mortgagee.

WHEREAS, the said Mortgagors

being members of the said body corporate

have received therefrom an advance of Fifteen thousand ($15,000.00)

Dollars

on One hundred fifty shares of stock, the due execution of this Mortgage having been a condition precedent to the granting of said advance., and to secure future advances, if any, as provided by law.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and of one dollar, the said Mortgagors

do grant unto the said Mortgagee

and its successors and assigns, all those

pieces or parcels of ground situate and lying in the Anne Arundel County

at present known as No. Lots Nos. 4 and 5 in Section C as shown on the Plat of

and described as follows: Venice on the Bay, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book WMB No. 1, folio 38.

BEING the same lot of ground which by deed dated August 2nd, 1954, and recorded among the Land Records of said County in Liber No. 854, folio 9, was conveyed by Chesapeake Terrace Inc. to the said Mortgagors.

See also confirmatory deed from the said Chesapeake Terrace Inc. to the said mortgagors dated of even date herewith. ~~and recorded immediately prior hereto.~~

Filed: 12 Dec. 1955

2

LIBER 102 PAGE 538
LIBER 930 PAGE 574

TOGETHER with the improvements thereon; and the rights and appurtenances thereto belonging or appertaining.

TO HAVE AND TO HOLD the said lot of ground and premises, unto the said Mortgagee, its successors and assigns, in fee simple, ~~during the residue of the term of years yet to come and unexpired therein, with the right and benefit of renewal of said term forever; subject to the payment of the yearly rent of $, payable in equal semi-annual instalments on the days of and in each and every year~~.

IF, HOWEVER, the said Mortgagors shall make the payments and perform the covenants herein on their part contained, 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, that is to say: To pay the Mortgagee, its successors and assigns ~~weekly~~ monthly the sum of $1.22 cents on each of said 150 shares of stock as dues, and interest at 6% yearly computed on the share plan until the combined payment of dues shall amount to One hundred Dollars for each of said 150 shares, ~~and also to pay weekly the sum of cents on each of said shares, as interest and premium~~, until the par value of said shares shall be fully paid in, provided that whenever, by payment of said dues the sum of One hundred dollars shall be paid in upon said loan and all interest and fines then due shall have been paid as provided by the Constitution and By-Laws of the said MORTGAGEE, all interest and premium shall cease as to one share of said loan, and so on until said loan has been fully paid; also to pay all ground rent, water rent and taxes and all other public dues, charges, rent and assessments for which the property hereby mortgaged, and the said mortgage debt hereby secured, may become liable when payable; and for the purpose of paying such taxes, water rent and other public dues and charges and the ground rent and insurance upon said property, the said MORTGAGORS hereby covenant to pay to the said MORTGAGEE, the further sum of Twenty Dollars and no ~~weekly~~ monthly cents which the said MORTGAGEE shall apply from time to time to the payment of said taxes, water rent and other public dues and charges and the ground rent and insurance thereon, with the understanding that should said sum in any year during the continuance of this Mortgage be not sufficient to pay said taxes, water rent and other public dues and charges and the said ground rent and insurance thereon, that the said MORTGAGORS will on demand pay the difference to the said MORTGAGEE, but should said sum so paid in any one year be in excess of the amount necessary to pay the said above mentioned charges and expenses upon said property, then said excess shall be credited by the said MORTGAGEE, on the fines, interest and principal due on said Mortgage debt; also to pay all fines that may be imposed on them by the said MORTGAGEE in accordance with its act of incorporation, constitution and by-laws, and to keep the improvements on the said ground fully insured from loss by fire, for the use of the MORTGAGEE in some company acceptable to the said MORTGAGEE, to the extent of its lien thereon, and to deliver the policy to the MORTGAGEE.

AND it is agreed that until default is made the said Mortgagors their heirs, personal representatives or assigns, shall retain possession of the mortgaged property, but upon any such default, the entire indebtedness shall become due and payable, and if said property is sold, transferred or conveyed, then the entire indebtedness shall also become due and payable.

AND the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorize the said Mortgagee, its successors or assigns or A. Stephen Gregorius its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of One hundred Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustee for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagors their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

WITNESS the hands and seals of the said Mortgagors:

TEST:

Adam S. Gregorius, Jr.

William G. Kelch (SEAL)

Anita Kelch (SEAL)

LIBER 930 PAGE 575 ~~LIBER 102 PAGE 539~~ (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, SS:

I HEREBY CERTIFY, that on this 16th day of May in the year one thousand nine hundred and fifty-five, before me, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared William G. Kelch and Anita Kelchn, his wife, the Mortgagor s named in the aforegoing Mortgage, and they each acknowledged the aforegoing Mortgage to be their act. At the same time also appeared William Jasion, President of said 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.

Adam S. Gregorius, Jr.
Adam S. Gregorius, Jr., Notary Public

Recorded- 28th May, 1955, at 9 A.M.

MORTGAGE

FROM

William G. Kelch and

Anita Kelch, his wife

TO

ST. CASIMIR'S BUILDING & LOAN

ASSOCIATION, INC.

BLOCK NO. A,A. CO.

Received for Record 28 May 19 55

at 9 o'clock A.M. Same day recorded in

Liber 930 Folio 573 etc.,

Land Records of A.A.Co.

and examined per

JOHN H. HOPKINS, 3rd Clerk, Clerk.

Cost of Record, $

A. Stephen Gregorius
Attorney at Law
2939 St. Paul Street
Baltimore 18, Md.

The Daily Record Company, Baltimore, Md.

LIBER 102 PAGE 540

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

SAINT CASIMIR'S BUILDING AND LOAN ASSOCIATION, INCORPORATED,
Plaintiff

vs.

WILLIAM G. KELCH and

ANITA KELCH, his wife, Defendants

IN THE
Circuit Court
OF
[redacted]
ANNE ARUNDEL COUNTY
11,594
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 William Jasion

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.

William Jasion
Affiant.

Subscribed and sworn to before me this 5th day of Oct. 1956

D. J. S. GREGORIUS NOTARY PUBLIC

Adam S. Gregorius, Jr.
Notary Public

FILED
1956 OCT 13 AM 8:51

6

SAINT CASIMIR'S BUILDING AND LOAN ASSOCIATION, INCORPORATED, Plaintiff	*	IN THE CIRCUIT COURT for ANNE ARUNDEL COUNTY
vs.	*	
WILLIAM G. KELCH and ANITA KELCH, his wife, Defendants	*	11,594
	*	Equity

STATEMENT OF MORTGAGE CLAIM

Original amount of mortgage loan	$15,000.00
Paid on account	1,469.55
Principal balance due	13,530.45
Interest, 5 months to 11/16/56	340.00
Balance due as of 11/16/56	$13,870.45

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I hereby certify that on this 8th day of October, 1956, before me, the undersigned Notary Public of the State and City aforesaid, personally appeared Thomas Malanowski, Secretary of Saint Casimir's Building and Loan Association, Incorporated, and made oath under due form of law that the above statement is true and correct to the best of his knowledge and belief.

Witness my hand and Notarial Seal:

Adam S. Gregorius, Jr.
Adam S. Gregorius, Jr., Notary Public

Thomas Malanowski
Thomas Malanowski, Affiant

FILED

1956 OCT 13 AM 8:51

F. 21733 500 9-35 Made in U.S.A.

MORTGAGEES OR ATTORNEYS BOND.

LIBER 102 PAGE 542

No. 11,594 Equity

KNOW ALL MEN BY THESE PRESENTS, THAT we, A. Stephen Gregorius
2939 St.Paul Street, Baltimore 18, Maryland
as principal and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of FOURTEEN THOUSAND FIVE HUNDRED AND 00/100 - - - - - ($14,500.00) - - - - 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 October, in the year of our Lord 1956

WHEREAS, the above bounden A.Stephen Gregorius

by virtue of the power contained in a mortgage from William G.Kelch & Anita Kelch, his wife to St. Casimir's Building & Loan Association, Inc. bearing date the 16th day of May, 1955 and recorded among the mortgage records of Anne Arundel County in Liber GTC No. 930 Folio 573 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

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

IN TESTIMONY WHEREOF, the above bounden A.Stephen Gregorius

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

Ruth Lindenmeyer

A. Stephen Gregorius [SEAL]
A.Stephen Gregorius

[SEAL]

NATIONAL SURETY CORPORATION

By Estelle M. Fiedler
Estelle M.Fiedler Attorney-in-fact.

As to Surety

Ruth Lindenmeyer
Ruth Lindenmeyer

Attorney in fact.

FILED
1956 OCT 19 PM 2:07

Bond approved this 19th day of October 1956.
George T. Cromwell Clerk

Re-filed 21 Dec., 1956, Nunc pro Tunc as of Oct. 13, 1956.

SAINT CASIMIR'S BUILDING AND LOAN ASSOCIATION, INCORPORATED, Plaintiff

vs.

WILLIAM G. KELCH and ANITA KELCH, his wife, Defendants

* IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

*Equity #11,594

CERTIFICATION

E.T. Newell and Company, Inc. hereby certifies that on the 13th day of October, 1956, it sold at public auction for the highest price obtainable to Edward C. Fogarty the property described as follows:

Being known and designated as Lots Nos. 4 and 5, Section C, as shown on the Plat of Venice on the Bay, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book WMB No. 1, folio 38,

at and for the price of $14,500.00.

In Testimony Whereof the said body corporate has affixed its corporate seal hereto and has caused these presents to be signed by John M. Miller, Jr., its Vice-President.

E.T. NEWELL & CO., INC., Auctioneer

By John M. Miller, Jr.
John M. Miller, Jr., Vice-President

I hereby certify that I purchased the above described property at and for the price of $14,500.00 and agree to abide by the terms of sale.

In testimony whereof the said purchaser has caused these presents to be signed and sealed this 13th day of October, 1956:

Edward C. Fogarty (SEAL)
Edward C. Fogarty, Purchaser

FILED
1956 OCT 23 AM 9:05

9

SAINT CASIMIR'S BUILDING AND LOAN ASSOCIATION, INCORPORATED, Plaintiff

vs.

WILLIAM G. KELCH and ANITA KELCH, his wife, Defendants

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

Equity 16/154 #11,594

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of A. Stephen Gregorius, Attorney named in Mortgage dated May 16th, 1955, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 930, folio 573, from the said William G. Kelch and Anita Kelch, his wife, to Saint Casimir's Building and Loan Association, Incorporated, which mortgage is filed in said cause pending, respectively 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 "Maryland Gazette", a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, A. Stephen Gregorius, 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 13th day of October, 1956, at 2:00 o'clock PM, attend on the premises and then and there sold the fee simple property situate, lying and being in Anne Arundel County, being known as Lots Nos. 4 and 5, Section C, as shown on the Plat of Venice on the Bay, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book WMB No. 1, folio 38, being more particularly described in the said mortgage and the attached advertisement of sale.

BY TERMS OF SALE, a cash deposit of $1,000.00 was required of the purchaser at the time and place of sale and taxes and all other expenses to be adjusted to day of sale.

FILED

1956 OCT 23 AM 9:04

10

The property was sold to Edward C. Fogarty----------

----------, in fee simple, at and for the sum of Fourteen thousand five hundred ($14,500.00), said purchasers being then and there the highest bidder.

A. Stephen Gregorius

A. Stephen Gregorius, Attorney named in mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I hereby certify that on this 15th day of October, 1956, before me, the undersigned Notary Public of the State and City aforesaid, personally appeared A. Stephen Gregorius, Attorney, and made oath under 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.

James L. Otto

James L. Otto, Notary Public

A. STEPHEN GREGORIUS, Solicitor
2030 St. Paul Street

Mortgage Sale of

UNUSUAL FEE SIMPLE BRICK DWELLING ON THE BAY, PARTIALLY COMPLETE

known as Lots Nos. 4 and 5, Sec. C, Venice on the Bay, Anne Arundel County, on

Saturday, Oct. 13, 1956 at 2:00 o'clock P. M.

By virtue of the power and authority contained in a mortgage from William B. Kelch and Anita Kelch, his wife, to Saint Casimir's Building and Loan Association, Incorporated, dated May 16, 1955, and recorded among the Land Records of Anne Arundel County in Liber JEH No. 980 folio 573 (default having occurred thereunder) the undersigned, the Attorney named in the mortgage, will sell at Public Auction on the premises.

All those lots of ground situated in said County known as Lots Nos. 4 and 5 in Section C, as shown on the Plat of Venice on the Bay, which plat is recorded among the Plat Records of said County in Plat Book WMB No. 1, folio 38.

The improvements consist of a brick and concrete dwelling, substantially completed, with a broad view of the Chesapeake Bay. Floors and roof constructed of reinforced concrete. Garage in basement. Terracotta tarrace. Sliding glass doors.

TERMS OF SALE—A cash deposit of $1,000 will be required of purchaser at 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 from day of sale to day of settlement. Taxes and all other expenses to be adjusted to day of sale.

DIRECTIONS—Hanover St. across bridge to Potapsco Ave. Left to Pennington Ave. Right to Ft. Smallwood Rd. (Matusky's corner). Out Ft. Smallwood Rd. to Road Post No. 84. Right to waterfront. Left to house, 2nd from end.

A. STEPHEN GREGORIUS,
Attorney named in Mortgage.
E. T. NEWELL & CO. INC.,
Auctioneers.

O-4

LIBER 102 PAGE 546

ORDER NISI

Saint Casimir's Building And Loan Association, Incorporated

versus

William G. Kelch and Anita Kelch, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,594 Equity

Ordered, this 23 day of October, 1956, That the sale of the Property in these Proceedings mentioned, made and reported by A. Stephen Gregorius, Attorney named in Mortgage, ~~XXXXXXXX~~

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 ~~xxxxx~~ was $ 14,500.00.

George J. Cromwell, Clerk.

True Copy,

TEST: ..... Clerk.

(Final Order)

Filed 23 Oct., 1956, at 9:04 A. M.

Saint Casimir's Building And Loan Association, Incorporated

versus

William G. Kelch and Anita Kelch, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

..... Term, 19

ORDERED BY THE COURT, This 10th day of January, 1957 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 Jr.

FILED

1957 JAN 10 PM 4:04

12

A. STEPHEN GREGORIUS, Solicitor
2939 St. Paul Street

Mortgage Sale of

UNUSUAL FEE SIMPLE BRICK DWELLING ON THE BAY, PARTIALLY COMPLETE

known as Lots Nos. 4 and 5, Sec. C, Venice on the Bay, Anne Arundel County, on

Saturday, Oct. 13, 1956 at 2:00 o'clock P. M.

By virtue of the power and authority contained in a mortgage from William G. Kelch and Anita Kelch, his wife, to Saint Casimir's Building and Loan Association, Incorporated, dated May 10, 1955, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 930 folio 573 (default having occurred thereunder), the undersinged, the Attorney named in the mortgage, will sell at Public Auction on the premises.

All those lots of ground situated in said County known as Lots Nos. 4 and 5 in Section C, as shown on the Plat of Venice on the Bay, which plat is recorded among the Plat Records of said County in Plat Book WMB No. 1, folio 38.

The improvements consist of a brick and concrete dwelling, substantially completed, with a broad view of the Chesapeake Bay. Floors and roof constructed of reinforced concrete. Gorage in basement. Terracotte terrace. Sliding glass doors.

TERMS OF SALE—A cash deposit of $1,000 will be required of purchaser at 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 from day of sale to day of settlement. Taxes and all other expenses to be adjusted to day of sale.

DIRECTIONS—Hanover St. across bridge to Potapsco Ave. Left to Pennington Ave. Right to Ft. Smallwood Rd. (Mutosky's corner) Out Ft. Smallwood Rd. to Road Post No. 84. Right to waterfront. Left to house, 2nd from end.

A. STEPHEN GREGORIUS,
Attorney named in Mortgage.
E. T. NEWELL & CO. INC.,
Auctioneers.

13

O-4

LIBER 102 PAGE 547 OFFICE OF

Evening Capital

594

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 29, 1956

We hereby certify, that the annexed

Mortgage Sale

William G. Kelch

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 October, 1956. The first insertion being made the 13th day of September, 1956

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1956 OCT 29 PM 3:14

By [illegible]

SAINT CASIMIR'S BUILDING AND LOAN ASSOCIATION, INCORPORATED, Plaintiff

vs.

WILLIAM G. KELCH and ANITA KELCH, his wife, Defendants

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

Equity 16/154
No. 11,594

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of A. Stephen Gregorius, Attorney named in Mortgage filed in said cause pending, respectively shows:

That on or about October 13th, 1956, said Petitioner offered for filing in said cause pending a Bond in the amount of $10,000.00, which bond was refused in that it did not amount to $13,807.45, being the amount of the mortgage claim.

That the property involved in said cause was sold at public sale on October 13th, 1956, for the sum of $14,500.00 as will appear from the Report of Sale, and another Bond in the amount of $14,500.00 was filed on October 17th, 1956.

That no exceptions have been made to said sale and the sale has not yet been finally ratified and confirmed.

WHEREFORE, your Petitioner prays that this Honorable Court pass an order, nunc pro tunc, dating the filing of said Bond as of October 13th, 1956.

AND as in duty bound, etc.

A. Stephen Gregorius

A. Stephen Gregorius, Attorney named in mortgage

FILED

1956 DEC 21 AM 10:26

14

ORDER

It is thereupon, by the Circuit Court of Anne Arundel County sitting in Equity, ORDERED, this 21st day of December, 1956, that the Bond referred to in the aforegoing Petition be entered on the Docket of this Court as being filed nunc pro tunc as of October 13th, 1956.

Benjamin Michaelson
Judge

FILED
1956 DEC 21 PM 3:48

15

LIBER 102 PAGE 550 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. 11,594 Equity

SAINT CASIMIR'S BUILDING AND LOAN ASSOCIATION, Incorporated

Vs.

WILLIAM G. KELCH and ANITA KELCH, his wife.

Ordered, this 23rd day of October, 1956, That the sale of the Property in these Proceedings mentioned, made and reported by A. Stephen Gregorius, 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 $14,500.00.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

N-15

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 12, 1956

We hereby certify, that the annexed

Order Nisi Eq. 11,594

Sale

William G. Kelch

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

FILED

1957 JAN 10 PM 1:25

No. M.G. 8648

16

In the Case of

St. Casimir's Building & Loan Association, Incorporated

vs.

William G. Kelch

and

Anita Kelch, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,594 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 30, 1957

All of which is respectfully submitted.

Laura N. Jiehling
Auditor.

FILED

1957 FEB 2 AM 11 51

17

Dr. St. Casimir's Building and Loan Association, Incorporated, vs. William G. Kelch and Anita Kelch, his wife in ac.

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	471	01	571	01
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	47	50		
Auditor - stating this account	18	00		
			75	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	40	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	15	65		
National Surety Corp. - bond premium	58	00		
E. T. Newell & Co. - auctioneer's fee	100	00		
One-half Federal documentary stamps	7	98		
One-half State documentary stamps	7	97		
Clerk of Court - recording two orders of satisfaction of mechanics' liens	1	00		
Clerk of Court - photostats	6	00		
James L. Otto - notary fee		50	251	10
To Attorney for Claims Filed, viz:				
The States Engineering Co. - in full for Mechanics' Lien Claim filed, (Order 1/26/57)				
Debt $ 314.00				
Interest from 2/2/56 to 12/20/56 16.82				
Recording, etc. 5.50				
	336	32		
James Womak - in full for Mechanics' Lien Claim filed (Order 1/26/57):				
Debt $ 132.00				
Interest from 2/29/56 to 12/20/56 6.47				
Recording, etc. 5.50				
	143	97	480	29
To St. Casimir's Building & Loan Ass'n, Inc., mortgagee - this balance on account mortgage claim	13,328	38	13,328	38
			14,706	28
Amount of mortgage claim Filed	13,870	45		
Cr. Amount allowed above	13,328	38		
Balance subject to decree in personam	542	07		

with

A. Stephen Gregorius, Attorney named in Mortgage

Cr.

1956							
Oct.	13	Proceeds of Sale		14,500	00		
		Interest on deferred payment of $13,500.00 - 2 months 28 days		200	25	14,700	25
		Refund 1956 State and County taxes- 2 months 17 days		6	03	6	03
						14,706	28

ORDER NISI LIBER 102 PAGE 554

St. Casimir's Building and Loan Association, Inc.

VERSUS

William G. Kelch

and

Anita Kelch, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,594 Equity.

ORDERED, This 2nd day of February, 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 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.

FILED 1957 FEB 2 11:55 AM

George T. Bromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 16th day of April, 1957, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Matthew S. Evans

Judge

FILED

1957 APR 16 PM 3:51

20

LIBER 102 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. 11,594 Equity
ST. CASIMIR'S BUILDING AND LOAN ASSOCIATION, INC.
Vs.
WILLIAM G. KELCH AND ANITA KELCH, HIS WIFE.

Ordered, this 2nd day of February, 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 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.

GEORGE T. CROMWELL, Clerk.

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

F-21

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 4, 1957

We hereby certify, that the annexed

Order Nisi Eq. 11,594
Auditor account
William G. Kelch

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 11th day of March, 1957. The first insertion being made the 7th day of February, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel P. Tilghman

FILED

1957 APR 12 PM 12:48

No. M.G. 20

21

FRANK ARNOLD,	IN THE
ATTORNEY NAMED IN MORTGAGE	CIRCUIT COURT
vs	FOR
JAMES I. KENDRICK AND ADA V.	ANNE ARUNDEL COUNTY
KENDRICK, HIS WIFE	No. 11,742 In Equity.

Mr. Clerk:-

Please docket the above entitled case and file Exhbit No. A attached hereto.

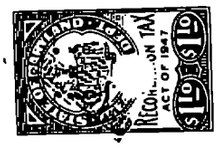
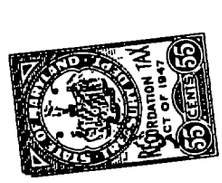
Frank Arnold

Frank Arnold, Attorney-named in mortgage

FILED

1956 MAY -5 AM 9:17

LIBER 102 PAGE 557
MORTGAGE LEASEHOL
PLAINTIFF'S
EXHIBIT "A"

ARTIC

LIBER 771 PAGE 526

THIS MORTGAGE, Made this 24th day of July No 11,742

in the year one thousand nine hundred and fifty-three by and between Equity

James I, Kendrick and Ada V. Kendrick, his wife

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

John H. Geis and Company, Incorporated, a body corporate, Mortgagee, of the second part

WHEREAS the said Mortgagors are justly indebted unto the said Mortgagee in the full and just sum of Eighty-five hundred dollars for money this day loaned unto them, which the said Mortgagors will repay with interest at the rate of six percent perannum, weekly to the Mortgagee the sum of Twenty-One 50/100 dollars to be held by it and applied toward the principal and interest and inorder to secure the prompt payment of said sum of eighty-five hundred dollars and interest, these presents are executed.

Now This Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said James I Kendrick and Ada V. Kendrick, his wife

do grant and assign unto John H. Geis and Company, Incorporated

a body corporate, its successors

~~executors, administrators~~ and assigns,

all that lot or parcel of ground situate and lying in 4th Election District of Anne Arundel County, State aforesaid and described as follows, to wit:—Beginning for the same at a stone here found on the southeasternmost side of a 30 foot County Road leading from Severn to Clarks Station, said Stone is South 65 degrees 58 minutes west 15.92 feet from the beginning point of that conveyance from Daniel Harrod to William A. Brown and Ada Brown by deed dated October 24, 1939 and recorded among the Land Records of Anne Arundel County in Liber J.H.H.No. 213, folio 446, thence from the point of beginning so fixed and binding on the southeasternmost side of the aforesaid 30 foot County Road North 13 degrees 50 minutes 10 seconds East, 143.23 feet to an iron pipe here set, thenve leaving said road and running south 71 degrees 20 minutes 10 seconds east, 195.03 feet to an iron pipe here set, thence south 17 degrees 30 minutes west, 160.30 feet to an iron pipe here set in the last line of the above mentioned conveyance, thence with said conveyance north 65 degrees 58 minutes west 187.01 feet to the point of beginning., Subject to the use in common thereof of a 15 foot right of way running through the above described conveyance as shown on a plat recorded with deed hereinafter referred to. Containing .67 acres, more or less.

BEING the same lot of ground described in a Deed from William A. Brown and Ada Brown, his wife to the said Morrgagors herein dated November 22, 1952 and recorded among the Land Records of Anne Arundel County prior hereto.

Plaintiff's Exhibit A

FILED
1956 MAY -5 AM 9:17

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

To Have and To Hold the said lot or parcel of ground, with the improvements and appurtenances aforesaid, unto the said John H. Geis and Company, Incorporated, a body corporate its successors executors, administrators and assigns, ~~for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal thereof from time to time, forever, subject to the payment of the annual rent~~ in fee simple.

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

And the said Mortgagor s 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 personal representatives, or assigns, or Frank Arnold duly authorized Attorney or Agent of the said Mortgagee , its successors 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 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 it is agreed, that, until default be made in the premises, the said part ies of the first part their executors, administrators or assigns, shall possess the aforesaid property upon paying in the meantime, the ground rent aforesaid, and all taxes, assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, and on the mortgage debt and interest, hereby secured; which taxes, ground rent, mortgage debt and interest, public dues, charges and assessments, the said part ies of the first part covenant to pay when legally payable.

And the said part ies of the first part further covenant to insure, and pending the existence of this mortgage to keep insured, the improvements on the hereby mortgaged property to the amount of at least eighty-five hundred 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 said part y of the second part to the extent of its lien or claim thereunder.

Witness— the hand s and seal s of said Mortgagors

TEST:

Frank Arnold

Frank Arnold

James I Kendrick [SEAL]

James I Kendrick

Ada V. Kendrick [SEAL]

Ada V. Kendrick

[SEAL]

[SEAL]

LIBER 771 PAGE 528

State of Maryland, Baltimore County ss:

I Hereby Certify, that on this 24th day of July in the year one thousand nine hundred and fifty-three , before me, the subscriber, Notary Public of the State of Maryland, in and for the Baltimore County, State aforesaid, personally appeared James I Kendrick and Ada V. Kendrick, his wife the Mortgagor s named in the foregoing Mortgage, and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared J.Hammond Geis, President of said John H. Geis and Company, Incorporated, 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.

Frank Arnold

Recorded-29th-July-1953-at-9:45-A.M. Frank Arnold, Notary Public

LIBER 102 PAGE 560

For value received John H. Geis and Company, Incorporated, a body corporate hereby assigns the within Mortgage to The Home Building Association of Brooklyn, Inc., on this 3rd. day of February, 1954.

Test:

Frank Arnold

Frank Arnold

John H. Geis and Company, Incorporated
By

J. Hammond Geis

J. Hammond Geis, President.

Assmt.

Received for Record 6 Day of Feb 1954 at 9.40 A. M. and the same day recorded in Liber J.H.H., No. 771 Fol. 528 Land Records of Anne Arundel County

JOHN H. HOPKINS, 3rd Clerk Pd. 754

S. 35

#2573 MORTGAGE

FROM

JAMES I. KENDRICK

ADA V. KENDRICK, his wife

TO

JOHN H. GEIS AND COMPANY, INCORPORATED

A BODY CORPORATE

BLOCK NO.

Received for Record 29 July, 1953, at 9.45 o'clock A. M. Same day recorded in Liber J.H.H. No. 771 Folio 526 &c., Land Records of A.A.Co.

John H. Hopkins 3rd, and examined per Clerk

Cost of Record, $ 4.50 Pd.

Frank Arnold, Attorney-at-law
1309 Court Square Bldg.,
Baltimore, Md.

The Daily Record Company, Baltimore, Md.

FRANK ARNOLD,	:	IN THE
ATTORNEY NAMED IN MORTGAGE	:	CIRCUIT COURT
vs	:	FOR
JAMES I. KENDRICK AND ADA V.	:	ANNE ARUNDEL COUNTY
KENDRICK, HIS WIFE	:	No. 11,742 In Equity.

::::

On this 3rd day of May, 1956, before me the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Frank Arnold, Plaintiff in the above entitled cause, who being duly sworn according to law, deposed and said: -

That James I. Kendrick and Ada V. Kendrick, 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 James I. Kendrick and Ada V. Kendrick, his wife are not now in the military service of the United States.

Frank Arnold
Affiant.

Sworn to, acknowledged and subscribed to before me, the day and year first abovd written.

John K Barbour Jr

JOHN K. BARBOUR, JR. NOTARY PUBLIC BALTIMORE, MD.

Military Affidavit

FILED
1956 MAY -5 AM 9:17

6

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICES: NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

No. 11,745 Equity

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Frank Arnold, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the Stateof Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Nine Thousand Dollars ($9,000.00)- - - - - - -current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 5th day of May, 1956.

WHEREAS, by virtue of a powerof sale contained in a mortgage from James I. Kendrick and Ada V. Kendrick, his wife to John H. Geis & Company, Incorporated, bearing date on or about July 24, 1953 - - - - - - - - - - - - - - -the said Frank Arnold is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or in the interest thereon in whole or in part; and WHEREAS, default has been made in the payment of the interest and principal aforesaid, and the said Frank Arnold 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 Frank Arnold, Attorney named in Mortgagdoes 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

Virginia S. Hubbard

Virginia S. Hubbard, as to both

Frank Arnold (SEAL)

Frank Arnold, Principal

GLOBE INDEMNITY COMPANY, a body corporate,

By John H. Hopkins, IV

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

SURETY

Approved this 5 May, 1956

George P. Cromwell

FILED

1956 MAY -5 AM 11:57

FRANK ARNOLD,
ATTORNEY NAMED IN MORTGAGE

VS

JAMES I. KENDRICK AND ADA V. KENDRICK, HIS WIFE

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

IN EQUITY

Docket 16/246
No. 11,742.

STATEMENT OF MORTGAGE DEBT.

A mount of Loan	$8500.60
Interest from October 31,1955 to May 7,1956	275.40
	$8775.40
Less credit in Expense Account	294.47
Amount due as of May 7, 1956	$8480.93

Home Building Association of Brooklyn,Inc

By Milton E Lippert
Milton E. Lippert,Secretary.

STATE OF MARYLAND, BALTIMORE COUNTY, to wit:-

I HEREBY CERTIFY that on this 8th day of May,1956 before me ~~the~~ 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.,Assignee of the mortgage filed 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 remaing due and unpaid.

AS WITNESS my hand and Notary Seal.

Frank Arnold
Frank Arnold,Notary Public.

FRANK ARNOLD NOTARY PUBLIC BALTIMORE COUNTY, MD.

FILED
1956 MAY 10 AM 10: 03

FRANK ARNOLD, ATTORNEY NAMED IN THE MORTGAGE : IN THE
CIRCUIT COURT FOR ANNE
vs :ARUNDEL COUNTY.,
Equity Docket 16/246.
JAMES I. KENDRICK :No. 11742
ADA V. KENDRICK, his wife.

CERTIFICATION.

We hereby certify that on the 26th day of June, 1956 we sold at public auction for the highest price obtainable to John H. Geis and Company, Incorporated, the property described as follows:-

All that lot of ground situated in the 4th Election District of Anne Arundel County, State of Maryland described as follows:- Beginning for the same at a stone here found on the southeasternmost side of a 30 foot County Road leading from Severn to Clarks Station, said stone is south 65 degrees 58 minutes West 15.92 feet from the beginning point of that conveyance from Daniel Harrod to William A. Brown and Ada Brown by deed dated October 24, 1939 and recorded among the Land Records of Anne Arundel County in Liber J.H.H.No.213 folio 446, thence from the point of beginning so fixed and binding on the Southeasternmost side of the aforesaid 30 foot County Road North 13 degrees 50 minutes 10 seconds East 143.23 feet to an iron pipe here set, thence leaving said road and running south 71 degrees 20 minutes 10 seconds East 195.03 feet to an iron pipe here set, thence south 17 degrees 30 minutes West 160.30 feet to an iron pipe here set in the last line of the above mentioned conveyance, thence with said conveyance North 65 degrees 58 minutes west 187.01 feet to the point of beginning, subject to the use in common as shown on a plat recorded with deed hereinafter referred to containing .67 acre, more or less.

BEING the same lot of ground described in a Deed from William A. Brown and Ada Brown, his wife to the said Mortgegers dated November 22, 1952 and recorded among the Land Records of Anne Arundel County prior hereto.

At and for the price of Eighty-eight hundred dollars, ($8800.00).

As witness my hand and seal

Sam W. Pattison Rea - T/A
Sam W. Pattison & Co.

We hereby certify that we purchased the above described property at and for the price of $8800.00.

In testimony whereof the said body corporate has affixed its corporate seal hereto and has caused these presents to be signed by J. Hammond Geis, its President.

John H.Geis & Company, Incorporated
By
J. Hammond Geis, President.

FILED
1956 JUL -7 AM 10:05

9

FRANK ARNOLD, ATTORNEY NAMED IN THE MORTGAGE	: IN THE
vs	: CIRCUIT COURT FOR
JAMES I. KENDRICK ADA V. KENDRICK, his wife	; ANNE ARUNDEL COUNTY
	::: Equity Docket No. 16, folio 246.
	No. 11742.

REPORT OF SALE.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Frank Arnold, Attorney named in the Mortgage of the Mortgage from James I. Kendrick and Ada V. Kendrick his wife to John H. Geis and Company,Incorporated and short assigned to the Home Building Asscciation of Brooklyn,Inc., filed in these proceedings, respectfully shows:-

That under the power and authority granted in said Mortgage to make sale of the said property therein described, default having occurred under said mortgage, after giving Bond with security for the faithful discharge pfhis duties and having given at least 20 days notice of the time, place, manner and terms of the sale by advertisement inserted in the "Maryland Gazette", a newspaper published in Anne Arundel County, Maryland the said Frank Arnold, Attorney named in the Mortgage did pursuant to said notice on Tuesday, June 26, 1956 at 3.00clock p.m. attend on the premises and then and there sold at public auction all that lot of ground situated in the Third Election District of Anne Arundel County, Maryland and more particularly described in said mortgage Together with the improvements thereon in fee simple to John H. Geis and Company,Incorporated for the sum of Eighty-eight hundred dollars .($8800.00), the entire amount of the purchase price to be paid upon ratification of said sale and all expenses to be adjusted to date of sale.

FILED

1956 JUL -7 AM 10:05

'0

Frank Arnold

Frank Arnold, Attorney-named in Mortgage.

STATE OF MARYLAND, BALTIMORE CITY, to wit:-

I HEREBY CERTIFY that on this 2nd day of July , 1956 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 and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true and correct ~~xxxxx~~ and that the sale therein reported was fairly made.

AS WITNESS my hand and Notarial Seal.

John T. Barbour Jr

Notary Public.

LIBER 102 PAGE 567

ORDER NISI

FRANK ARNOLD,
Attorney Named in Mortgage

versus

JAMES I. KENDRICK and
ADA V. KENDRICK, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 11,742 Equity

Ordered, this 7th day of July, 19 56, That the sale of the property in these proceedings mentioned made and reported by Frank Arnold, Attorney named in Mortgage, ~~Trustee~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 13th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 13th day of August next.

The report states that the amount of sales ~~XXXX~~ was $ $8,800.00

Filed: July 7, 1956
10:05 A.M.

George J. Cromwell Clerk.

~~Test Copy~~.

TEST: Clerk.

(Final Order)

FRANK ARNOLD,
Attorney named in Mortgage

versus

JAMES I. KENDRICK and
ADA V. KENDRICK, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
May Term, 1956

ORDERED BY THE COURT, This 17th day of August, 1956, that the sale made and reported by the ~~Trustee~~ Attorney aforesaid, be and the same is hereby Finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
JUDGE

FILED
1956 AUG 17 PM 3:11

12

LIBER 102 PAGE 568

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. 11,742 Equity

FRANK ARNOLD, Attorney named in Mortgage

Vs.

JAMES I. KENDRICK and ADA V. KENDRICK, his wife.

Ordered, this 7th day of July, 1956, That the sale of the property in these proceedings mentioned made and reported by Frank Arnold, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 13th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 13th day of August next.

The report states that the amount of sales was $8,800.00.

GEORGE T. CROMWELL, Clerk.

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

a-2

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 13, 1956

We hereby certify, that the annexed

Order Nisi Sale
Eq. 11,742
James I. Kendrick

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 13th day of August, 1956. The first insertion being made the 12th day of July, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1956 AUG 17 AM 9:27

By R. Tilghman

No. M.G. 7295

13

LIBER 102 PAGE 569

In the Case of

Frank Arnold,
Attorney named in Mortgage
vs.
James I. Kendrick
and
Ada V. Kendrick, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,742 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 18, 1956

All of which is respectfully submitted.

Laura R. Jackling
Auditor.

FILED

1957 JAN 18 PM 12:18

Dr. Frank Arnold, Attorney named in Mortgage, vs. James I. Kendrick in ac.
and Ada V. Kenrick, his wife

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	294	00	344	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	60	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Globe Indemnity Co. - bond premium	36	00		
Sam W. Pattison & Co. - auctioneer's fee	100	00		
One-half Federal documentary stamps	4	95		
One-half State documentary stamps	4	95		
John K. Barbour, Jr., - notary fees	1	00	220	90
To Attorney for Taxes, viz:				
1956 State and County taxes ($68.01)- adjusted - 178 days	33	12	33	12
The Home Building Ass'n of Brooklyn, Inc., assignee of the mortgage filed in these proceedings - this balance on account mortgage claim	8,150	48	8,150	48
			8,800	00
Amount of mortgage claim filed	8,480	93		
Interest from 5/7/56 to 6/26/56 - 50 days	70	67		
Total	8,551	60		
Cr. Amount allowed above	8,150	48		
Balance subject to decree in personam	401	12		

with

Frank Arnold, Attorney named in Mortgage

Cr.

1956				
June	26	Proceeds of Sale	8,800 00	8,800 00
			8,800 00	

ORDER NISI

LIBER 102 PAGE 572

Frank Arnold,

Attorney named in Mortgage

VERSUS

James I. Kendrick

and

Ada V. Kendrick, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,742 Equity.

ORDERED, This 18th 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 26th 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 26th day of February next.

Filed, 18 Jan. 1957; 2:08, P.M.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 16th day of April, 1957, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, ~~and that the Trustee~~ Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Matthew S. Evans

Judge

FILED

1957 APR 16 PM 3:50

17

LIBER 102 PAGE 573

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 - Anne Arun. Co. Eq. 11742

James I. Kendrick

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 26th day of February, 1957. The first insertion being made the 24th day of January, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,742, Equity
FRANK ARNOLD, Attorney Named in Mortgage
Vs.
JAMES I. KENDRICK, and ADA V. KENDRICK, his wife

Ordered, this 18th 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 26th 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 20th day of February next.

GEORGE T. CROMWELL, Clerk
True Copy: TEST:
F-7. GEORGE T. CROMWELL, Clerk

FILED

No. M.G. 1957 APR 12 PM 12: 48

18

LIBER 102 PAGE 574

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY	.	IN THE CIRCUIT COURT
VS.	.	FOR
JOHN I. JOHANSON and HAZEL M. JOHANSON, his wife, and COLONEL W. STANLEY and EDITH R. STANLEY, his wife	.	ANNE ARUNDEL COUNTY (In Equity) No. 11,879

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

1956 SEP 26 AM 9:14

Form 812

LIBER 974 PAGE 280

Association of Baltimore City

LIBER 102 PAGE 575

[DR.—CITY OR COUNTY]

vs.

Mortgage

John I. Johanson, et al
EXHIBIT "A"

THIS MORTGAGE, Made this 20th day of October, in the year Nineteen Hundred and Fifty-five, by and between John I. Johanson and Hazel M. Johanson, his wife, and Colonel W. Stanley and Edith R. Stanley, 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 ($ 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 November, 1955, and continuing on the first day of each month thereafter until the principal, interest and such charges as may be imposed upon the said Mortgagor under the by-laws of said body corporate, (which by-laws are hereby referred to and expressly made a part hereof), are fully paid.

The said instalment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rents, assessments or public charges of every nature and description, ground rent, if any, insurance premiums and other charges affecting the hereinafter described premises; and, (3) towards the payment of the aforesaid principal sum.

The said Mortgagor agrees to pay a "late charge" not to exceed four per cent (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

AND WHEREAS, this mortgage shall also secure future advances so far as is legally permissible at the date hereof.

THIS mortgage loan may be prepaid, in whole or in part, and when the amount prepaid equals or exceeds twenty per cent of the original principal amount of the loan, ninety days' interest on the amount prepaid will be charged as a consideration for the acceptance of such prepayment.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and the sum of One Dollar, this day paid, the receipt whereof is hereby acknowledged, the said Mortgagor

does hereby grant, convey and assign unto the said Mortgagee, its successors and assigns, all that lot(s) of ground situate, lying and being in the Third District of Anne Arundel County, State of Maryland, and particularly described as follows:

BEING all that lot of ground situate on the east side of Rock Creek, containing one acre, which lot is more particularly described in a deed from The Kenwick Company to the herein named Mortgagors, dated September 30, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 868, folio 423, to which deed reference is hereby made for the purpose of incorporating herein the description therein contained in as full and complete a manner as if incorporated verbatim herein.

RECORDATION TAX ACT OF 1967 $5.50 $5.50

FILED

1956 SEP 26 AM 9:15

2

LIBER 102 PAGE 576

LIBER 974 PAGE 281

TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures.

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto and to the use of the said Mortgagee, its successors and assigns, forever, in fee simple.

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

It is agreed that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary, and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced shall be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to.

And the said Mortgagor does further covenant and agree:

1. To repay the indebtedness, together with interest, as herein provided.

2. To keep the improvements on said property in good repair, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies designated by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

3. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time.

4. To pay all taxes, water rent, ground rent, if any, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate herein agreed to from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with interest thereon.

5. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

6. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the Mortgagor(s), by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the Mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided, at the option of the Mortgagee.

7. That the whole of said Mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly instalment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the 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, successors and assigns, may retain possession of the hereby mortgaged property.

AND the said Mortgagor, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, does hereby (1) declare his assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); and the said Mortgagor does hereby (2) also authorize the said Mortgagee, its successors or assigns, or Harry A. Kohlerman or John O. Dumler, its duly authorized Attorneys, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in the county or city in which the land is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of Seventy-five Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making said sale equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagor, or his assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor, or his assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

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

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

WITNESS:

John Johanson (SEAL)
John I. Johanson

Antoinette M. Granese
Antoinette M. Granese

Hazel M. Johanson (SEAL)
Hazel M. Johanson

Colonel W. Stanley (SEAL)
Colonel W. Stanley

Edith R. Stanley (SEAL)
Edith R. Stanley

LIBER 974 PAGE 283

LIBER 102 PAGE 578

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, That on this 20th day of October, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared John I. Johanson and Hazel M. Johanson, his wife, and Colonel St. Stanley and Edith R. Stanley, his wife, known to me to be the above named Mortgagor(s), and they acknowledged the foregoing Mortgage to be their act.

At the same time also personally appeared Carl F. Dockman, the President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said Mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

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

Antoinette M. Granese
Antoinette M. Granese Notary Public

My commission expires May 6, 1957

Rec'd for record Oct. 21, 1955, at 9:15 A.M.
Per George T. Cromwell, Clerk.
Mailed to Kohlerman & Dumler

OE

ANNE ARUNDEL COUNTY

Mortgage 31433

FROM

JOHN I. JOHANSON

ET AL

TO

THE CAPITAL
BUILDING AND LOAN ASSOCIATION
OF BALTIMORE CITY

Received for Record 21 Day of OCT 1955, at 9:15 A.M and the same day recorded in Liber G.T.C. No. 974 Fol. 280 Records of Anne Arundel County
GEORGE T. CROMWELL, Clerk

KOHLERMAN AND DUMLER
Attorneys at Law
Baltimore, Maryland

Sd! pp. 1 05 10/25/55

File No. 12705-T

Property:

1 acre
Tar Cove on Rock Creek

Description approved

Execution approved

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY	-	IN THE CIRCUIT COURT
VS.	-	FOR
JOHN I. JOHANSON and HAZEL M. JOHANSON, his wife and COLONEL W. STANLEY and EDITH R. STANLEY, his wife	-	ANNE ARUNDEL COUNTY (In Equity)

- - - - - - - -

MILITARY AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared Carl F. Dockman, President of The Capital Building and Loan Association of Baltimore City and made oath in due form of law that he (~~she~~) knows the defendants herein, and that to the best of his (~~her~~) 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 defentants are not a member of the Enlisted Reserve Corps who has been ordered to report for military service.

Carl F. Dockman
Carl F. Dockman Affiant

Subscribed and sworn to before me this 25th day of September 1956.

ANTOINETTE M. GRANESE NOTARY PUBLIC BALTIMORE, MD.

Antoinette M. Granese
Antoinette M. Granese Notary Public
My commission expires May 6, 1957

FILED
1956 SEP 26 AM 9:15

6

LIBER 102 PAGE 580

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY	*	IN THE CIRCUIT COURT
VS.	*	FOR
JOHN I. JOHANSON, and HAZEL M. JOHANSON, his wife and COLONEL W. STANLEY and EDITH R. STANLEY, his wife	*	ANNE ARUNDEL COUNTY (IN EQUITY) 11,879.

0000000

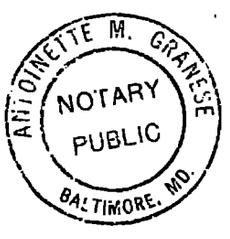
STATEMENT OF MORTGAGE CLAIM

Amount of mortgage dated October 20, 1955	$5,000.00
Less amount paid thereon	5.32
Balance Due	$4,994.68

STATE OF MARYLAND, BALTIMORE CITY, towit:

I HEREBY CERTIFY that on this 9th day of October, in the year one thousand nine hundred fifty-six, before me, the subscriber, a Notary Public on the State of Maryland, in and for Baltimore City, aforesaid, personally appeared Mary E. Bauer, Secretary of The Capital Building and Loan Association of Baltimore City, and made oath in due form of law that the 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.



Antoinette M. Granese
NOTARY PUBLIC

Antoinette M. Granese

My commission expires May 6, 1957

FILED
1956 OCT 10 AM 9:29

LIBER 102 PAGE 581

A STOCK COMPANY — ESTABLISHED 1890

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

No 11,879
Equity

72 23 813

KNOW ALL MEN BY THESE PRESENTS:

That we, John O. Dumler, Fidelity Building, Baltimore 1, Maryland

as Principal,

and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of SIX THOUSAND and 00/100 - - - - - - ($6,000.00) - Dollars,

to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 8th day of October in the year of our Lord 1956

Whereas, the above bounden John O. Dumler

by virtue of the power contained in a mortgage from John O. Johanson and Hazel M. Johanson, his wife and Colonel W. Stanley and Edith R. Stanley, his wife to The Capital Building and Loan Assoc. of Baltimore City, Maryland bearing date the 20th day of October, 1955 and recorded among the mortgage records of Circuit Court of Anne Arundel County in Liber G.T.C. No. 974 Folio 280 and

John O. Dumler

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden John O. Dumler

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

In Testimony Whereof, the above bounden John O. Dumler

has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of:

Antoinette M. Granese — John O. Dumler (SEAL)
Antoinette M. Granese — John O. Dumler

(SEAL)

Witness: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

E. Merriken — By E. V. Shockley
E. Merriken *As to Surety* — E. V. Shockley *Attorney-in-Fact*

MD3228a—500, 1-51 129351
Mortgagee's or Attorney's Bond

FILED
1956 OCT 10 AM 9:29

Approved this 10 Oct 1956
George T. Cromwell, Clerk

LIBER 102 PAGE 582

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the **FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** a corporation of the State of **MARYLAND,** does hereby constitute and appoint **E. V. SHOCKLEY** its Attorney-in-Fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in any Court in or of the State of Maryland, and it does hereby declare that all such bonds signed and executed by its said Attorney-in-Fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said **FIDELITY AND DEPOSIT COMPANY OF MARYLAND** duly affixed by its Vice-President and attested by its Assistant Secretary, this **21st** day of **April, 1932.**

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST: **J. G. YOST** *Assistant Secretary*

By: **E. R. NUTTLE** *Vice-President*

I HEREBY CERTIFY that the above is a correct and true copy of the original Power of Attorney.

October 8 1956

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

R. D. Gilliss *Assistant Secretary*

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

VS.

JOHN I. JOHANSON, and wife HAZEL M. JOHANSON, and COLONEL W. STANLEY and wife EDITH R. STANLEY

IN THE CIRCUIT COURT

*

*

FOR

*

ANNE ARUNDEL COUNTY

*

(IN EQUITY)

oooOO*OOooo

REC 102 PAGE 583

KOHLENMAN AND DUMLER,
Solicitors
1406 Fidelity Building
Baltimore 1, Maryland

Mortgage Sale

Of Desirable Fee Simple Residential Property Near Fort Smallwood Road, Third Election District, Anne Arundel County

Under and by virtue of the power and authority contained in a mortgage from John I. Johanson and Hazel M. Johanson, his wife, and Colonel W. Stanley and Edith R. Stanley, his wife to The Capital Building and Loan Association of Baltimore City dated October 20, 1955 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 974, folio 280, (default having occurred thereunder), the undersigned the attorney named in said mortgage will sell at public auction on the premises on

Wednesday, October 24th 1956 at 2:30 o'clock

All that lot of ground situate and lying in the Third District of Anne Arundel County and described as follows:

BEGINNING for the same at a stone heretofore planted at the southeastern boundary of a tract of land owned by Edward Kowienskey or Korninsky, the said stone being on the northern outline of a certain tract of land heretofore conveyed by George W. McCubbin and wife to a certain Edward Hendricksen; thence with said outline an easterly course a distance of seventy yards, more or less, to a stake and a stone now planted, this stake and stone being also the northeastern boundary of said Hendricksen's tract of land; thence in a southeasterly course running with and bounding on the eastern outline of the said Hendricksen's land a distance of eighty-six yards, more or less, to a stake and a stone now planted; thence leaving said outline and running with a straight line in a northeasterly course a distance of seventy-six yards, more or less, to a stake and a stone now planted on the south side of an old road leading to Tar Cove on Rock Creek; thence running with said road, but with a straight line in a westerly course, a distance of one hundred twenty-seven yards, more or less, to a post heretofore planted on the south side of said road, and on the eastern outline of the said Kowienskey's or Kasninsky's land; thence running with and bounding on said eastern outline a southerly course a distance of nineteen yards, more or less, to the place of beginning. Laid out for and supposed to contain one acre of land, more or less.

The above property is in fee simple and is improved by a one and one-half story frame dwelling, three cabins, one cottage and one frame garage.

TO REACH THE PROPERTY: proceed east on Fort Smallwood Road and turn left at Sanders Park Road.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time and place of sale. Balance of purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County, to bear interest from day of sale to date of settlement. Taxes and all other public charges to be adjusted to day of sale.

JOHN O. DUMLER
Attorney Named in Mortgage.
E. T. NEWELL, & CO., INC.
Auctioneers.

O-18

FILED

Filed 1956 Oct. 1 AM 9.32

10

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 24th day of October, 1956, sold the property described in the attached advertisement of sale at and for the sum of $4800.00 to The Capital Building and Loan Association of Baltimore City he being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

E. T. Newell & Co. Inc.

By: John M. Miller Jr. V.P.
By-John M. Miller, Jr. V.P. Auctioneer

PURCHASER'S AGREEMENT

We hereby certify that we have this 24th day of October, 1956, purchased the property described in the attached advertisement of sale from John O. Dumler, Attorney named in mortgage, at and for the sum of $4800.00 and we hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

TEST:

The Capital Building and Loan Association of Baltimore City

By: Carl F. Dockman

Mary E. Bauer

Carl F. Dockman

LIBER 102 PAGE 584

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY	-	IN THE CIRCUIT COURT
VS.	*	FOR
JOHN I. JOHANSON and HAZEL M. JOHANSON, his wife, and COLONEL W. STANLEY and EDITH R. STANLEY, His wife	- * -	ANNE ARUNDEL COUNTY (In Equity)

- * - * - * -

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

The report of sale of John O. Dumler, Attorney named in the mortgage, to make sale of the fee simple property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Capital Gazette, a newspaper published in Anne Arundel County, for more than twenty days preceding the day of sale, the said John O. Dumler, Attorney named in mortgage, did, pursuant to said notice of the Twenty-fourth day of October, 1956 at 2:30 P.M. sell on the premises, the aforesaid fee simple property unto The Capital Building and Loan Association of Baltimore City at and for the sum of Forty-eight Hundred Dollars($4800.00) cash, the said The Capital Building and Loan Association of Baltimore City having offered the greatest price therefor.

JOHN O. DUMLER
Attorney named in Mortgage.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I hereby certify that on this 31st day of October in the year one thousand nine hundred and fifty-six, before me, the subscriber a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid personally appeared John O. Dumler, Attorney named in mortgage, and made oath that the facts stated in the aforegoing Report of Sale are true as therein set forth and that the said sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

ANTOINETTE M. GRANESE NOTARY PUBLIC BALTIMORE, MD.

Antoinette M. Granese Notary Public
My commission expires May 6,1957

FILED
1956 NOV -1 AM 9:32

LIBER 102 PAGE 585

ORDER NISI

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

versus

JOHN I. JOHANSON and HAZEL M. JOHANSON, his wife, and COLONEL W. STANLEY and EDITH R. STANLEY, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,879 Equity

Ordered, this 1st day of November, 1956, That the sale of the Property in these Proceedings mentioned, made and reported by John O. Dumler, Attorney named in Mortgage, ~~xxxxxx~~

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

FILED 1956 NOV 21 AM 10:04

The report states that the amount of sales ~~xxxxxx~~ was $ 4,800.00

George F. Cromwell Clerk.

True Copy.

TEST: Clerk.

(Final Order)

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

versus

JOHN I. JOHANSON and HAZEL M. JOHANSON, his wife, and COLONEL W. STANLEY and EDITH R. STANLEY, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 12th day of December, 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 DEC 12 PM 3:48

12

LIBER 102 PAGE 586 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. 11,870 Equity

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

Vs.

JOHN I. JOHANSON and HAZEL M. JOHANSON, his wife, and COLONEL W. STANLEY and EDITH E. STANLEY, his wife.

Ordered, this 1st day of November, 1956, That the sale of the Property in these Proceedings mentioned, made and reported by John O. Dunler, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of December next.

The report states that the amount of sale was $4,800.00.

GEORGE T. CROMWELL, Clerk.

True Copy. TEST:

GEORGE T. CROMWELL, Clerk.

N-29

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 11, 1956

We hereby certify, that the annexed

Order Nisi Sale

Eq. 11,879

John I. Johanson

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. Tilghmans

FILED
1956 DEC 12 AM 9:47

FILED
1956 DEC 12 AM 9:47

No. M.G. 89-66

13

In the Case of

The Capital Building and Loan Ass'n of Baltimore City

VS.

John I. Johanson and Hazel M. Johanson his wife, and Colonel W. Stanley and Edith R. Stanley, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,879 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 K. Fickling
Auditor.

FILED

1957 JAN 12 AM 10:57

14

Dr. in ac.

The Capital Building and Loan Ass'n of Baltimore City vs. John I. Johanson and wife, and Colonel W. Stanley and wife.

To Attorney for fee, viz:	75	00		
To Attorney for Commissions, viz:	175	44	250	44
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	60	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Fidelity & Deposit Co. of Md. -bond premium	24	00		
E. T. Newell & Co. - auctioneer's fee	50	00		
One-half Federal documentary stamps	2	75		
One-half State documentary stamps	2	75		
Antoinette M. Granese - notary fees	1	50	155	00
To The Capital Building & Loan Ass'n of Baltimore City, mortgagee - this balance on account mortgage claim	4,400	46	4,400	46
			4,857	40
Amount of mortgage claim filed	4,994	68		
Cr. Amount allowed above	4,400	46		
Balance subject to decree in personam	594	22		

with

John O. Dumler, Attorney named in Mortgage

Cr.

1956				
Oct.	24	Proceeds of Sale	4,800 00	
		Interest on deferred payment	48 00	4,848 00
		Refund 1956 State and County taxes 2 months 6 days	9 40	9 40
				4,857 40

LIBER 102 PAGE 590

ORDER NISI

The Capital Building & Loan Ass'n of Baltimore City

VERSUS

John I. Johanson and Hazel M. Johanson, his wife, et al

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,879 Equity.

FILED 1957 JAN 12 AM 10:57

ORDERED, This 12 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 18 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 18 day of February next.

George J. Cromwell, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 16th day of April, 1957, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Matthew S. Evans

Judge

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LIBER 102 PAGE 591

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. 11,879 Equity

THE CAPITAL BUILDING & LOAN ASSO. of Baltimore City--
Vs.
JOHN I. JOHANSON and HAZEL M. JOHANSON, his wife, et al.

Ordered, this 12th 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 18th 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 18th day of February next.

GEORGE T. CROMWELL, Clerk.

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

J-31

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 14, 1957

We hereby certify, that the annexed

Order Nisi - Eq. 11,879
Auditor account

John I. Johanson

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 February, 1957. The first insertion being made the 17th day of January, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M.G. 9 1957 APR 12 PM 12:49

18

LIBER 102 PAGE 592

No. 12,134
Equity

DECREE FOR SALE OF MORTGAGE PREMISES

The Garrett Park Building and Savings Association of Baltimore City

vs.

Augusta Burns

IN THE

CIRCUIT COURT

—OF—

BALTIMORE CITY

November TERM, 1956

The Petition and Exhibit in the above cause having been submitted, the proceedings therein were by the Court read and considered:

It, is, Thereupon, This 20th day of December, in the year nineteen hundred and fifty-six, by the Circuit Court of Baltimore City, **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 forfeiture of said mortgage; that William Edgar Byrd be and he is hereby appointed **Trustee** to make said sale, and that the course and manner of h proceedings shall be as follows: he shall first file with the Clerk of this Court, a Bond to the State of Maryland, executed by hi msel f and a surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Seven Thousand Dollars, conditioned for the faithful performance of the trust reposed in h im 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, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in the City of Baltimore, as he shall think proper, of the time, place, manner and terms of sale, which shall be one-third cash, the balance in six and twelve months [or all cash as the purchaser may elect], the credit payment to bear interest from the day of sale, and to be secured by the note or notes of the purchaser or purchasers, endorsed to the satisfaction of the said Trustee; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to the 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 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 heirs, personal representatives and assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

Reuben Oppenheimer

FILED

1957 APR 25 PM 12:56

REPORT OF SALE

LIBER 102 PAGE 593

The Garrett Park Building and Savings Association

vs.

Augusta Burns

IN THE

No. 12,184 Equity

CIRCUIT COURT

—OF—

BALTIMORE CITY

To The Honorable Judge of the Circuit Court of Baltimore City:

The Report of Sale of William Edgar Byrd

Trustee appointed by the decree in the above entitled cause, to make sale of the fee simple property

in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Evening Capitol, a weekly newspaper published in Anne Arundel County,

~~daily newspaper published in Baltimore City for more than~~ three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Friday the eighth day of March 19 57 at ten o'clock A. M. ~~attend the premises and there and there said~~ Attend at the Court House door, at Annapolis, Md., and sold by public auction all that parcel of land in fee simple, being and comprising Lots 268 and 269 on Plat No. 4 of Elvation duly recorded among the Land Records of Anne Arundel County in Plat Book No. 20, Plat No. 16, as set forth in the advertisement attached hereto as part hereof, which was then and there sold unto Peter P. Malinski and Rita Mae Malinski, his wife for the sum of Eight Hunred and Twenty-five Dollars, ($825.00) they, at that price, being the highest and best bidders therefor.

William Edgar Byrd
Trustee.

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this eleventh day of March 19 57 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William Edgar Byrd

Trustee , and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

As witness my hand and Notarial Seal,

(SEAL)
(PLACE)

A. M. Crabbe

Notary Public.

LIBER 102 PAGE 594

Public Sale

UNIMPROVED LOTS LOCATED IN THE THIRD ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, AT ELVATON ACRES.

By virtue of a decree of the Circuit Court of Baltimore City (Docket 96 C. page 308) the undersigned will offer for sale at public auction at the Courthouse Door, Church Circle, Annapolis, Maryland, on

Friday, March 8, 1957 at 10:00 o'clock A. M.

all that parcel of land in fee simple comprising lots 268 and 269 on plat No. 4 of Elvaton Acres duly recorded among the Land Records of Anne Arundel County in Plat Book No. 20, Plat No. 16, said lots being on the west side of Oak Wood Ave., about 1500 feet more or less north of Dogwood Road, and fronting on Parkwood Ave., 200 feet with a depth of 220 feet, and which property is described in a deed from Charles L. Pumphray and wife to Augusta Burns, dated September 21, 1955 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 970, Folio 45 unimproved.

TERMS OF SALE: One third cash balance in six and twelve months, or all cash as the purchaser may elect. Credit payments to bear interest from day of sale and secured to the satisfaction of the undersigned trustee. A deposit of $100 will be required of the purchaser at the time and place of sale. Taxes to be readjusted to day of sale. Revenue stamps divided.

WILLIAM EDGAR BYRD, Trustee,
1206 Marcandile Trust Building,
Baltimore, Maryland.

AUCTIONEER: ALEX COOPER,
Baltimore, Maryland.

M-7

LIBER 102 PAGE 595

THE GARRETT PARK BUILDING AND SAVINGS ASSOCIATION

vs.

AUGUSTA BURNS

IN THE

CIRCUIT COURT

—OF—

BALTIMORE CITY

no. 12,134 Equity

ORDERED BY THE COURT, This 12th day of April, 19 57, that the sale made and reported by the Trustee, on March 11th, 1957

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 to the Auditor.

Joseph L. Carter

State of Maryland,
City of Baltimore, ss:

I, HENRY J. RIPPERGER, Clerk of the Circuit Court of Baltimore City, do hereby certify that the above is a true copy of the original Decree for Sale of Mortgage Premises, Report of Sale and Final Order of Ratification on Trustee's Report of Sale now on file in this office in the cause therein entitled as above, and that the Trustee therein named has filed his duly approved bond

In Testimony Whereof, I hereto set my hand and affix the seal of the said CIRCUIT COURT, this 18th day of April A. D., 1957.

Henry J. Ripperger
Clerk

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