LIBER 103 PAGE 1

Edward J. Brannan	*	In The Circuit Court
Attorney Named in Mortgage	*	
	*	
vs.		for
	*	
Joe Stanley Coop and		Anne Arundel County
	*	
Helen Mae Coop, his wife		(In Equity)
	*	No. 11,938

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

Mr. Clerk:

Please docket the above entitled suit and file among the papers the following instrument marked "Plaintiffs' Exhibit No. 1".

1 - Original Mortgage from Joe Stanley Coop and Helen Mae Coop, his wife, to the Leeds Federal Savings and Loan Association dated September 10, 1955 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 963, folio 405 etc..

Edward J. Brannan

Edward J. Brannan

Attorney Named in Mortgage

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LIBER 103 PAGE 2

Edward J. Brannan
Attorney Named in Mortgage

vs.

Joe Stanley Coop and
Helen Mae Coop, his wife

In The Circuit Court

for

Anne Arundel County
(In Equity)
No. 11,738

PLAINTIFFS' EXHIBIT NO. 1

LIBER 963 PAGE 405

THIS MORTGAGE, Made this 10th day of September in the year one thousand nine hundred fifty -five , by and between Joe Stanley Coop and Helen Mae Coop, his wife - parties of the first part, of Anne Arundel County - - - - - , State of Maryland, Mortgagors and the Leeds Federal Savings and Loan Association, a body corporate, duly incorporated, of the second part.

WHEREAS, the said parties of the first part are justly indebted unto the said party of the second part in the full and just sum of - - -FIFTEEN THOUSAND DOLLARS ($15,000.00) - - - - - - - - - - - - - - - - - - - which sum of money is to be loaned and advanced for the construction of improvements upon the land firstly described herein, the improvements to consist of a one (1) story frame (brick trim) dwelling with cellar - - - - - - - - - - - - - - to be built in accordance with the plans and specifications furnished by the parties of the first part to the said party of the second part, the whole mortgage debt, the said Mortgagors hereby covenant and agree to repay unto the said party of the second part at the expiration of four (4) months from the date hereof; with interest in the meantime at the rate of - - -six (6%) - - - - - - - - - - - per annum on the whole of said principal sum, which has been advanced or which is to be advanced; the said principal sum of money is to be loaned and advanced by the party of the second part in the following installments, that is to say:

FIRST PAYMENT - $2250.00 when the footings and the foundation have been completed and the first floor joists are in place.

SECOND PAYMENT -$3000.00 when the roof, cornice and chimney are completed, the sub-siding on and the window frames and door frames have been installed.

THIRD PAYMENT -$3000.00 when the exterior siding is on, the plumbing, heating and electrical work has been roughed in and all walls and ceilings have been rock lathed.

FOURTH PAYMENT - $3750.00 when the cellar floor and porch or porches have been poured and troweled to a permanent finish, the heating plant installed, and the walls and ceilings have been plastered and white coated to a permanent finish.

FIFTH PAYMENT - $3000.00 when the house is completed in accordance with the plans and specifications submitted, and after the Leeds Federal Savings and Loan Association has been furnished with a release of labor and material liens in acceptable form to the said Association.

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It is covenanted and agreed that each of the aforesaid installments or payments shall be advanced only after inspection and approval of the construction has been made by the party of the second part, and in case it shall develop upon such inspection that the construction does not conform to the plans and specifications which are submitted by the borrower along with their application for the herein described loan or to the construction requirements herein agreed to (either as to quality of material or workmanship) then in that event the Leeds Federal Savings and Loan Association may withhold payment of any one of the installment payments hereinbefore provided for until such time as the deficiency of such construction shall have been properly corrected to the satisfaction of the Leeds Federal Savings and Loan Association.

WHEREAS the said parties of the first part further covenant and agree to complete the building in all details which shall be in strict accordance with the plans and specifications above mentioned and with all municipal, county and state statutes, rules, regulations and codes within four (4) months from the date hereof, said work and construction to be commenced immediately upon the execution of these premises but not before the recording of this mortgage; and

WHEREAS the said parties of the first part, for themselves, their heirs and assigns, hereby covenant and agree with the said party of the second part, its successors and assigns, that in the event that the parties of the first part shall cease to own the property hereby mortgaged; or to have the same estate as they now hold in said property by either voluntary or involuntary alienation, or in any other manner or if the party of the second part is dissatisfied with the progress of the building operations, of which it shall be the sole judge or if the said building is not constructed strictly in accordance with the plans and specifications submitted with the application, or if a receiver shall be appointed for the said parties of the first part or any application made for a receiver or if the property shall become involved in litigation or if the said parties of first part shall allow or suffer any lien for labor or material or both or inoumbrance of any kind other than this mortgage to be placed or entered against the property hereinafter described prior to the payment of any one or more of the installments by the said party of the second part to the said parties of the first part, then in that event, the whole sum of money due and owing shall immediately become due and payable and the said

party of the second part shall be relieved from any obligation to make any further payments of installments of said mortgage debt, as above provided and the amount advanced by the said party of the second part to the said parties of the first part be not paid on demand, then this mortgage may be foreclosed as is hereinafter provided for, and it is further agreed that the improvements to be erected on said land shall be completed by the said parties of the first part within four (4) months from the date hereof, or if the parties of the first part fail to maintain substantial operations in erection of said improvements for a period of ten (10) consecutive days, such failure to start or maintain said operation, shall constitute a default in this mortgage and the party of the second part shall thereupon at its option, be relieved from any obligation to continue to make the further payments or advances as above provided, and the whole sum of money advanced up to the time of said default, together with interest, shall immediately become due and payable, and such default shall render this mortgage liable to foreclosure at the option of the party of the second part, in the same manner as any other default in said mortgage, and

WHEREAS it is further understood and agreed that the payment of advances to be made under this mortgage are to be made only to the said parties of the first part and not to any other party or parties and that the said party of the second part shall not be liable for the payment of any of the said funds to anyone other than the said parties of the first part and in accordance with the above schedule and that the funds herein provided to be advanced shall not be subject to an attachment against the said parties of the first part and upon attachment being laid in the hands of the said party of the second part for said funds or any portion thereof all advances already made shall immediately become due and payable with interest to the said party of the second part and it shall be relieved, at its option from the obligation to make any further advances herein provided for, and

It is agreed and understood by and between the parties hereto, that no waiver by the party of the second part of any breach of any of the provisions hereof, at any time shall operate as a waiver of the provisions hereof and the said parties of the first part bind themselves, their heirs and assigns hereby.

WHEREAS it is further understood and agreed that the said party of the second part, at any time before maturity or before default hereunder, will re-

lease from the legal operation and effect of this mortgage the house to be built with the lot upon which said house is to be built, as above mentioned, upon payment to it of the sum of - - - -FIFTEEN THOUSAND DOLLARS ($15,000.00) - - - - - - - - - - - - - - together with any additional interest that has accrued thereon or the payment of the sum advanced together with any additional interest that has accrued thereon, under the terms of this mortgage, together with a prepayment fee of ninety (90) days' interest at six percentum (6%) beyond the date of such payment.

The said Mortgagors upon completion of said house in accordance with the plans and specifications submitted and upon acceptance of same by the Association shall have the option or right within thirty (30) days of such completion to elect to convert this mortgage and to continue it as a direct reduction loan by compliance with the covenants and conditions hereinafter set forth and upon such election, the Mortgagors agree to repay the said principal sum so advanced in installments with interest thereon from the date hereof at the rate of six percent (6%) - - - - per annum , in the manner following:

By the payment on or before the first day of each month from date hereof; of the sum of - - - -ONE HUNDRED SEVEN DOLLARS AND FORTY SEVEN CENTS ($107.47) - - - - - - - - ~~Dollars~~, being principal and interest of said Mortgage indebtedness, which said interest shall be computed by the calendar month; and

Together with and in addition to the monthly payments of principal and interest payable under the terms of the Mortgage debt hereby secured, the Mortgagors will pay to the Mortgagee on the first day of each month until the said debt is fully paid, a sum, being the present estimated one-twelfth of the annual taxes, water rent, ground rent, insurance premiums and other public charges or assessments for which the property is liable; and if said estimated sum is insufficient to pay said charges or any additional charges for which the property may be or become liable, or premiums on life insurance policies that may be assigned to the Mortgagee and held by it or its successors and assigns, then upon demand of said Mortgagee, its successors or assigns, the Mortgagors, his, her or their heirs, personal representatives or assigns, shall pay such additional monthly amounts as shall be necessary to pay said charges; the aforesaid combined payments to continue until the whole of said principal and interest shall be paid in full, and said combined payments aforesaid may be applied by the Mortgagee, its successors and assigns in the following order; (1) to the payment

of interest; (2) to the payment of all taxes, water rent, assessments, or public charges of every nature and description, ground rent, if any, fire, tornado insurance premiums and other charges, for which the property may be liable, and life insurance premiums on policies assigned to the Mortgagee, its successors or assigns; and (3) towards the payment of the aforesaid principal sum, or in any other way the Mortgagee may elect.

AND WHEREAS, this mortgage shall also secure future advances, as provided by Chapter 923 of the Laws of the State of Maryland, passed at the January session in the year 1945 or any supplement thereto.

The due execution of this Mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, That for and in consideration of the premises, and of the sum of One Dollar ($1.00) the said Mortgagors do grant, convey and assign unto the said Mortgagee, its successors and assigns all lots of ground, situate and lying in Anne Arundel County, - - - - - - - - - - State of Maryland and described as follows:

Lots numbered thirty-seven (37), thirthy-eight (38), and thirty-nine (39), Section 2 of Plat of Barbara Heights, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 23, folio 21.

BEING the same lots of ground and premises which, by deed dated August 19, 1955 and recorded or intended to be recorded among the Land Records of Anne Arundel County, prior hereto, was granted and conveyed by The Daro Construction Co., Inc., a body corporate of the State of Maryland which is now known as The Lynndale Construction Company, a Maryland corporation unto Joe Stanley Coop and Helen Mae Coop, his wife, the Mortgagors herein.

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

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns, in fee simple.

PROVIDED, however, if the said Mortgagors, their heirs, personal representatives or assigns, shall make or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on their part to be made and done, then this mortgage shall be void.

And the said Mortgagors, for themselves, their heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee; its successors or assigns; and in the case of the failure of the Mortgagors, their heirs, personal representatives and assigns, so to do, the

Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this Mortgage and in the event of any loss by fire the insurance company or companies are hereby directed by the Mortgagors to make payment for such loss to the Mortgagee only, and not to the Mortgagors and Mortgagee jointly; such payment at the option of the Mortgagee may be applied to the extinguishment of the principal, interest and expenses secured by this Mortgage whether then due or not, but shall not exceed the amount payable under this Mortgage; provided that the Mortgagee in lieu of such application may, in writing, consent to the use by the Mortgagors of said insurance money for the reconstruction of the improvements on the Mortgaged property; (3) to pay all ground rent, if any, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six percent (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this Mortgage and be included in any decree foreclosing this Mortgage, or in any sale of the premises for the foreclosure of the same; (4) to pay premiums on any life insurance policy or policies assigned to the Mortgagee, its successors or assigns, or wherein the Mortgagee, its successors or assigns, is the beneficiary and which is held by the Mortgagee, its successors or assigns, as additional collateral for this indebtedness, the Mortgagee, its successors or assigns, being hereby authorized to pay said premiums from time to time and the amounts so paid shall then be added to the principal debt named herein and bear interest at the rate of six percent (6%) per annum from the date or dates of said payments, and the said Mortgagee, its successors or assigns shall have a lien hereunder on said premises for the amount so paid together with interest thereon, so that same shall become so much additional indebtedness secured by this Mortgage, and be included in any decree of foreclosure, or sale of this property; (5) to pay whatever sum or sums to the Mortgagee, its successors or assigns, when called upon, for the payment of taxes, water rent, ground rent, fire and life insurance

8

premiums and other public charges or assessments for which the property hereinbefore described may be legally liable, if and in the event said Mortgagee, its successors or assigns has not collected each month sufficient money for the payment of said annual taxes, water rent, ground rent, insurance premiums or public charges or assessments for which the property hereinbefore described may be legally liable; (6) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this Mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this Mortgage, and apply for the appointment of a Receiver, as herein provided; (7) that the holder of this Mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a Receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (8) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagors, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagors, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (9) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (10) that should twenty percent (20%) or more of the original loan be paid at one time before maturity, Mortgagors agree to pay to the said Mortgagee ninety days interest at

9

six percent (6%) beyond the date of payment on the amount so prepaid. It is agreed and understood by the Mortgagors herein that this loan is made subject to all the provisions of the charter, by-laws and proper resolutions of the Board of Directors of the Leeds Federal Savings and Loan Association.

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

AND the said Mortgagors in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, do hereby (1) declare their assent to the passing of a decree for the sale of the herein described mortgaged property at any time after the recording of this Mortgage, (said sale to take place after a default has occurred in any of the conditions of this Mortgage, as herein provided); and the said Mortgagors do hereby (2) also authorize the said Mortgagee, its successors or assigns, or Edward J. Brannan its duly authorized Attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper printed in the county or city in which the land, or some portion thereof, is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of - - -Two Hundred ($200.00) - Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making said sale equal to the commission

10

allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagors, their heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagors, or their assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, their heirs, personal representatives and assigns shall also include the successors and assigns of a corporate Mortgagor.

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

WITNESS the hands and seals of the said Mortgagors.

TEST:

Joe Stanley Coop (SEAL)
Joe Stanley Coop

_____ (SEAL)

_____ (SEAL)
Helen Mae Coop, his wife

Edward J. Brannan

Helen Mae Coop (SEAL)

Edward J. Brannan

STATE OF MARYLAND, CITY OF BALTIMORE, to wit: LIBER 963 PAGE 415

I HEREBY CERTIFY, That on this 10th day of September, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared - -Joe Stanley Coop and Helen Mae Coop, his wife - and they each acknowledged the aforegoing Mortgage to be their respective act. At the same time also appeared - - George S. M. Kieffer - - - - - - - President of the within named Corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Rec'd for record Sept. 14 1955, at 1:00 A.M.
Per George T. Cromwell, Clerk.
Mailed to Edward J. Brannan

Edward J. Brannan
Edward J. Brannan, Notary Public.

LIBER 103 PAGE 12 (2)

CONSTRUCTION MORTGAGE

from

Joe Stanley Coop and
Helen Mae Coop, his wife

to

Leeds Federal Savings and
Loan Association

Received for Record 14 Day
of Sept. 1955, at 9 A M
and the same day recorded in Liber
G.T.C. No. 963 Fol. 405
Records of Anne Arundel County
GEORGE T. CROMWELL, Clerk

Rd. 11.00

EDWARD J. BRANNAN
EQUITABLE BLDG.
ATTORNEY AT LAW
BALTIMORE, MARYLAND

THE DAILY RECORD CO., BALTIMORE 3, MD.

Edward J. Brannan Attorney Named In Mortgage	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	*	
Joe Stanley Coop and Helen Mae Coop, his wife	*	Docket No._____Folio_____ Case No. 11,738

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

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Edward J. Brannan, Attorney Named in Mortgage and made oath in due form of law that he knowns the defendants herein, and that to the best of his information, knowledge and belief

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

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

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

(4) said defendants are not members of the Enlisted Reserve Corps who have been ordered to report for military service.

Edward J. Brannan
Edward J. Brannan,
Attorney Named In Mortgage

Subscribed and sworn to before me
this 24th day of April, 1956.

Marguerite E. Wolf
Marguerite E. Wolf, Notary Public.

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12

Edward J. Brannan Attorney Named in Mortgage	*	IN THE CIRCUIT COURT
	*	for
vs.	*	Anne Arundel County
Joe Stanley Coop and Helen Mae Coop, his wife	*	Docket 16, Folio 244
	*	Case No. 11,738 Equity

* *

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of the Leeds Federal Savings and Loan Association under the Mortgage from Joe Stanley Coop and Helen Mae Coop, his wife, dated September 10, 1955 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 963, folio 405 etc..

Amount of Mortgage Loan	$15,000.00
Less Amount in Escrow Account	3,000.00
	$12,000.00
Plus Interest from 1/1/56 to 6/4/56	385.00
Plus Release Fee	7.80
	$12,392.80
Plus Expense Account over-draft	9.23
Total	$12,402.03

Edward J. Brannan
Edward J. Brannan
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 1st day of June in the year 1956, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City, personally appeared Edward J. Brannan, Attorney Named inMortgage, the plaintiff in the above entitled cause and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

Marguerite E. Wolf
Marguerite E. Wolf, Notary Public.

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13

LIBER 103 PAGE 13

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

no. 11735 Equity

Edward J. Brannan
Attorney Named in Mortgage

vs.

Joe Stanley Coop and
Helen Mae Coop, his wife

BOND OF

TO SELL

Real Estate - Lots No. 37-38-39 of
Section 2, Barbara Heights, Lake Shore
Anne Arundel County, Maryland

KNOW ALL MEN BY THESE PRESENTS: That we,

EDWARD J. BRANNAN

as Principal ,
and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of FIFTEEN THOUSAND AND 00/100 ----------
Dollars ($), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 4th day of June , in the year of our Lord, nineteen hundred and fifty-six.

WHEREAS, the above bounden Edward J. Brannan

by virtue of the power contained in a mortgage
from Leeds Federal Savings and Loan Association to Joe Stanley Coop and
Helen Mae Coop, his wife bearing date the
10th day of September , 19 55 and recorded among the Land
Records of Anne Arundel County in Liber G.T.C.963
No. 405 etc Folio and

Edward J. Brannan

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden

Edward J. Brannan

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

Signed, sealed and delivered
in the presence of

Marguerite E. Wolf

Edward J. Brannan (SEAL)
Edward J. Brannan

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By A. M. Dawson

A. M. Dawson, Attorney-in-fact

B. L. Bolling
Witness to Surety
B. L. Bolling

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Bond approved this 4 June 1956
George T. Cromwell

14

Edward J. Brannan Attorney Named In Mortgage	*	IN THE
	*	CIRCUIT COURT FOR ANNE
vs.	*	ARUNDEL COUNTY
Joe Stanley Coop and Helen Mae Coop, his wife	*	Docket No._____, Folio_____
	*	Case No. 11,738

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

REPORT OF SALE

To the Honorable, The Judge of Said Court:

The report of Sale of Edward J. Brannan, Attorney Named in Mortgage dated September 10, 1955 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 963, folio 405 etc., from Joe Stanley Coop and Helen Mae Coop, his wife to the Leeds Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows:

That after giving Bondwith security for the faithful discharge of his trust, which was duly filed and approved and having given notice of the time, place, manner and terms of sale by advertisement inserted in The Evening Capital and The Maryland Gazette, newspapers published in Anne Arundel County for more than three successive weeks, preceeding the day of sale, Edward J. Brannan under and by virtue of the power and authority contained in said mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 4th day of June, 1956 at 2 o'clock P. M., attend on the premises and then and there sold the Fee Simple Property mentioned and described in the attached advertisement of sale which is prayed to be taken as a part of this report, unto Asa E. Hupp, at and for the sum of Seventeen Thousand One Hundred Dollars ($17,100.00), which said price was the highest amount bid for the property.

Edward J. Brannan
Edward J. Brannan, Attorney
Named in Mortgage.

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15

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this5th day of June, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Edward J. Brannan, Attorney Named in Mortgage and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

Marguerite E. Wolf
Marguerite E. Wolf, Notary Public.

EDWARD J. BRANNAN Solicitor
541 Equitable Bldg., Baltimore, Md.

Mortgage Sale

OF DESIRABLE FEE SIMPLE PROPERTY Situate On East Side of Alvin Road 3rd. Election District of Anne Arundel County

By virtue of and pursuant to the power of sale contained in the mortgage from Joe Stanley Coop and Helen Mae Coop, his wife, to the Leeds Federal Savings and Loan Association, dated September 10, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 903, folio 405 etc., (default having occurred under the covenants therein contained) I, as the Attorney Named in said Mortgage, will sell at public auction, on the premises, on

Monday, June 4th, 1956 At 2 O'clock P.M.

All that Fee Simple Lot of ground situate in Anne Arundel County, State of Maryland and described as follows:

Lots numbered thirty-seven (37), thirty-eight (38), and thirty-nine (39), Section 2, Plat of Barbara Heights, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 23, folio 21.

The aforesaid lot of ground is improved with a new modern one (1) story ranch type brick and frame dwelling, containing six (6) rooms, tile bath, carport, hot water-oil-baseboard heat.

The property will be sold subject to conditions, restrictions and agreement of record affecting the same, if any.

TERMS OF SALE: A deposit of $500.00 will be required of the purchaser on the day of sale. Balance of purchase money to be paid upon ratification of sale by the Circuit Court for Anne Arundel County and is to bear interest at the rate of six percentum (6%) from the date of sale to the date of settlement. All cost of conveyance, including revenue stamps on deed, shall be at the expense of the purchaser.

Taxes and all other expenses, including Anne Arundel County Sanitary Commission charge, if any, to be adjusted to the day of sale.

EDWARD J. BRANNAN,
Attorney Named in Mortgage.

E. T. Newell & Co., Inc., Auctioneers.

m-31

16

LIBER 103 PAGE 18

ORDER NISI

Edward J. Brannan
Attorney Named in Mortgage

versus

Joe Stanley Coop and
Helen Mae Coop, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,738 Equity

Ordered, this 6th day of June, 1956, That the sale of the Property in these Proceedings Mentioned, made and reported by Edward J. Brannan, Attorney Named in Mortgage ~~Trustee~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of July next.

The report states that the amount of sales ~~tax~~ was $ 17,100.00

George T. Cromwell Clerk.

True Copy.

TEST: Clerk.

(Final Order)

Filed 6 June, 1956 at 9:15 am.

Edward J. Brannan
Attorney Named In Mortgage

versus

Joe Stanley Coop and
Helen Mae Coop, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

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

17

Edward J. Brannan Attorney Named in Mortgage	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	*	
Joe Stanley Coop and Helen Mae Coop, his wife	*	Docket No. 16, folio 244 Case No. 11738

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

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Edward J. Brannan, Attorney named in Mortgage respectfully represents:

I

That on the 10th day of September, 1955 the defendants executed and delivered to the Leeds Federal Savings and Loan Association a mortgage in the principal sum of Fifteen Thousand Dollars ($15,000.00) on the Fee Simple Property situate on the East side of Alvin Road, 3rd. Election District of Anne Arundel County, and known as Lots numbered thirty-seven (37), thirty-eight (38) and thirty-nine (39), Section 2 as shown on the Plat of Barbara Heights, recorded in Plat Book No. 23, folio 21.

II

That your Petitioner by virtue of and pursuant to the power contained in the said mortgage, (default having occurred under the covenants therein contained) instituted foreclosure proceedings and after filing his approved corporate bond in the penalty of $15,000.00, and after giving the required notice of the time, place, manner and terms of the sale, did sell, on or about June 4th, 1956, the mortgaged premises unto Asa E. Hupp.

III

That the said sale has been duly reported to and ratified by this Court, as by said report and the proceedings thereon now remaining in this Court will appear.

IV

That August J. Brozik, the Attorney representing the purchaser, Asa E. Hupp and the Mortgagors has advised your Petitioner that the said Asa E. Hupp is a brother-in-law of the Mortgagors, that he was acting on behalf of the said Mortgagors, and that they have refused to pay the balance of the purchase money due under the terms of the sale and consumate the transaction although

FILED
1956 SEP 10 PM 12:28

18

they have been notified by the said attorney of the ratification of the sale and have heretofore been notified by your Petitioner , by registered mail, that these proceedings will be instituted, in the event of their failure to promptly pay the balance of the purchase money and the said purchaser, the reputed agent for the mortgagors and the mortgagors nevertheless refused and continue to refuse to make payment therefore.

V

That the Mortgagors, the said Joe Stanley Coop and Helen Mae Coop, his wife, have continued to occupy the mortgaged premises mentioned in these proceedings even though they have refused to consumate the purchase of the property all to the detriment of the mortgagee, lienors, and judgment creditors; that the property has a rental value of One Hundred Fifty Dollars ($150.00)per month and your Petitioner believes that it will be to the best interest to all parties concerned in this cause that he be appointed Receiver to collect from the aforesaid Mortgagors rent for the premises at the rate of One Hundred Fifty Dollars ($150.00) per month or have them ejected for the non-payment of the same.

Wherefore your Petitioner prays this Honorable Court to pass an Order authorizing and empowering him to resell the fee simple property mentioned in these proceedings, at the risk of the Mortgagors, in the manner described in said mortgage, and

Authorizing and empowering him to demand and collect the rent for the mortgaged premises at the rate of One Hundred Fifty Dollars ($150.00) per month during the pendency of these proceedings.

And As In Duty Bound, etc..

Edward J. Brannan
Edward J. Brannan, Attorney Named
In Mortgage - Petitioner

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I Hereby Certify, That on this 10th day of September, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Edward J. Brannan, Petitioner in the aforegoing proceedings, and made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true as therein stated, to the best of his knowledge, information and belief.

As Witness, my hand and notarial seal.

Elmore G. Gurnell
Notary Public.

My Commission Expires
May 6. 1957

17

Edward J. Brannan Attorney Named in Mortgage	*	IN THE CIRCUIT COURT FOR
	*	ANNE ARUNDEL COUNTY
vs	*	Docket No. 16, folio 244
Joe Stanley Coop and Helen Mae Coop, his wife	*	Case No. 11738
	*	

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

ORDER

Upon the foregoing Petition and Affidavit, it is this 10th day of September, 1956

ORDERED by the Circuit Court for Anne Arundel County that Edward J. Brannan, Attorney Named in Mortgage be, and he is hereby, authorized to re-sell the fee simple property mentioned in these proceedings, at the risk of Joe Stanley Coop and Helen Mae Coop, his wife, Mortgagors, in the manner described in said mortgage, and

IT IS FURTHER ORDERED that the said Edward J. Brannan, the Attorney Named in Mortgage, be and he is hereby appointed the Receiver to collect the rent and profits of the said premises and account for the said rent to this Court.

Benjamin Mackenzie
Judge.

FILED
1956 SEP 11 PM 1:17

Edward J. Brannan Attorney Named in Mortgage	*	IN THE CIRCUIT COURT
	*	
vs.	*	for
Joe Stanley Coop and Helen Mae Coop, his wife	*	Anne Arundel County
	*	Docket 16, Folio 244
	*	Case No. 11738

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

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of the Leeds Federal Savings and Loan Association under the Mortgage from Joe Stanley Coop and Helen Mae Coop, his wife, dated September 10, 1955 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 963, folio 405 etc..

Amount of Mortgage Loan	$15,000.00
Less Amount in Escrow Account	3,000.00
	$12,000.00
Plus Interest from 1/1/56 to10/16/56	715.00
Plus Release Fee	7.80
	$12,722.80
Plus Expense Account-over draft	78.23
Total	$12,801.03

Edward J. Brannan
Edward J. Brannan
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 15th day of October in the year 1956, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City, personally appeared Edward J. Brannan, Attorney Named in Mortgage, the Plaintiff in the above entitled cause and made oath that the foregoing is a just and true statement of the amount of the Mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

FILED
1956 OCT 16 AM 8:56

Marguerite E. Wolf
Marguerite E. Wolf, Notary Public.

21

Edward J. Brannan Attorney Named in Mortgage	*	IN THE
	*	CIRCUIT COURT FOR ANNE
vs.	*	ARUNDEL COUNTY
Joe Stanley Coop and Helen Mae Coop, his wife	*	Docket No. 16, Folio 244
	*	Case No. 11738

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

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of Sale of Edward J. Brannan, Attorney Named in Mortgage dated September 10, 1955 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 963, folio 405 etc., from Joe Stanley Coop and Helen Mae Coop, his wife to the Leeds Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows:

That after giving Bond with security for the faithful discharge of his trust, which was duly filed and approved and having given notice of the time, place, manner and terms of sale by advertisement inserted in The Maryland Gazette, newspaper published in Anne Arundel County for more than three successive weeks, preceeding the day of sale, Edward J. Brannan under and by virtue of the power and authority contained in said mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 16th day of October, 1956 at 20'clock P.M., attend on the premises and then and there sold the Fee Simple Property mentioned and described in the attached advertisement of sale which is prayed to be taken as a part of this report, unto The J. F. Johnson Lumber Company, at and for the sum of Thirteen Thousand Five Hundred Dollars ($13,500.00), which said price was the highest account bid for the property.

Edward J. Brannan
Edward J. Brannan, Attorney
Named in Mortgage.

FILED
1956 OCT 18 AM 11:23

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, THAT on this 17thday of October, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Edward J. Brannan, Attorney Named in Mortgage and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

Marguerite E. Wolf
Marguerite E. Wolf, Notary Public.

LIBER 103 PAGE 25

ORDER NISI

EDWARD J. BRANNAN,
Attorney Named in Mortgage

versus

JOE STANLEY COOP and
HELEN MAE COOP, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,738 Equity

Ordered, this 18 day of October, 1956, That the sale of the Property in these Proceedings mentioned, made and reported by Edward J. Brannan, Attorney Named in Mortgage ~~Trustee~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 26 day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26 day of November next.

The report states that the amount of sale was $ 13,500.00

Filed 1956 Oct 18 AM 11:23 George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

EDWARD J. BRANNAN,
Attorney Named in Mortgage

versus

JOE STANLEY COOP and
HELEN MAE COOP, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 30th day of November, 1956, that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Hughes Cox
Judge.

FILED
1956 DEC -1 AM 10:03

LIBER 103 PAGE 26

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. 11738 Equity

EDWARD J. BRANNAN, Attorney Named in Mortgage

Vs.

JOE STANLEY COOP and HELEN MAE COOP, his wife.

Ordered, this 18th day of October, 1956, That the sale of the Property in these Proceedings mentioned, made and reported by Edward J. Brannan, Attorney Named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 26th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26th day of November next.

The report states that the amount of sale was $13,500.00.

GEORGE T. CROMWELL, Clerk.

True Copy: TEST:

GEORGE T. CROMWELL, Clerk.

N-15

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 29, 1956

We hereby certify, that the annexed

Order Nisi Sale

Eq. 11,738.

Joe Stanley Coop.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 26th day of November, 1956. The first insertion being made the 25th day of October, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

1956 NOV 29 PM 4:13

No. M.G. 8862

In the Case of

Edward J. Brannan,
Attorney named in Mortgage
vs.
Joe Stanley Coop
and
Helen Mae Coop, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,738 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 16, 1957

All of which is respectfully submitted.

Laura K. Fickling
Auditor.

FILED
1957 JAN 17 PM 12:11

29

Dr.

Edward J. Brannan, Attorney named in Mortgage, Coop and Helen Mae Coop, his wife vs. Joe Stanley in ac.

To Attorney for Fee, viz:	200	00		
To Attorney for Commissions, viz:	453	32	653	32
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	44	50		
Auditor - stating this account	18	00	72	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising first sale	51	55		
Capital-Gazette Press -order nisi thereon	8	00		
Capital-Gazette Press - advertising second sale	43	76		
Capital-Gazette Press - order nisi thereon	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising first sale	24	30		
The Sun - advertising second sale	23	60		
U.S. Fidelity & Guaranty Co. -bond premium	60	00		
E. T. Newell & Co. - auctioneer's fee (first sale)	100	00		
E. T. Newell & Co. - auctioneer's fee (second sale)	100	00		
Marguerite E. Wolf - notary fees	2	00	427	21
To Leeds Federal Savings & Loan Ass'n, mortgagee - in full for mortgage claim filed	12,801	03	12,801	03
To The J. F. Johnson Lumber Company - this balance on account claim filed (Mechanics' Lien Claim recorded 3/24/56)	161	50	161	50
			14,115	56
Amount of Mechanics' Lien claim filed	2,753	79		
Interest thereon from 3/24/56 to 10/16/56	92	71		
	2,846	50		
Cr. Amount allowed above	161	50		
Balance due	2,685	00		

with

Edward J. Brannan, Attorney named in Mortgage

Cr.

1956						
June	4	Proceeds of First Sale	500	00		
		Proceeds of Second Sale	13,500	00		
		Interest on deferred payment of $13,000.00 - 51 days	110	51	14,110	51
		Refund 1956 State and County taxes - adjusted to 10/16/56	5	05	5	05
					14,115	56

LIBER 103 PAGE 30

ORDER NISI

Edward J. Brannan,
Attorney named in Mortgage

VERSUS

Joe Stanley Coop
and
Helen Mae Coop, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 11,738 Equity.

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 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. 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

30

LIBER 103 PAGE 31

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 13, 1957

We hereby certify, that the annexed Order Nisi - Pub. Acct. Eq. 11738

Joe Stanley Coop

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.

By Marie Tate

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,738 Equity
EDWARD J. BRANNAN, Attorney: Named in Mortgage
Vs.
JOE STANLEY COOP and HELEN MAE COOP, his wife.

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 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.

GEORGE T. CROMWELL, Clerk.

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

F-7

FILED

No. M.G. 9 1957 APR 12 PM 12:48

33

LIBER 103 PAGE 32

IN THE MATTER OF THE SALE	:	No. 11,944 EQUITY
of the	:	IN THE CIRCUIT COURT
MORTGAGED LEASEHOLD PROPERTY	:	for
of	:	ANNE ARUNDEL COUNTY
JEWEL P. GOODMAN, JR., and GRACE M. GOODMAN, his wife	:	
	:	

MR. JOHN H. HOPKINS, CLERK:

Please docket the above entitled case, and file the accompanying original mortgage upon the property described therein and situated in Anne Arundel County, State of Maryland, from JEWEL P. GOODMAN, JR., and GRACE M. GOODMAN, his wife, to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, for the sum of Ten Thousand One Hundred Ninety and 00/100 ($10,190.00) Dollars, dated September 28, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1068, Folio 337, and marked "ATTORNEY'S EXHIBIT No. 1," together with the accompanying Affidavit regarding the Military Status of said defendants, and marked "ATTORNEY'S EXHIBIT NO. 2."

November 21st, 1956

William F. Podlich

(William F. Podlich) Attorney named in Mortgage

FILED

1956 NOV 23 AM 9:29

LIBER 103 PAGE 33

No. 11,944 Equity

Form No. 1—CITY OR COUNTY FEE OR LEASEHOLD

LIBER 1068 PAGE 337

"ATTORNEY's EXHIBIT NO. 1"

This Mortgage, made this 28th day of September in the year one thousand nine hundred and fifty-six, between JEWEL P. GOODMAN, JR. and GRACE M. GOODMAN, his wife, ---------- of Anne Arundel County ---------- , in the State of Maryland, Mortgagor(s), and Aurora Federal Savings and Loan Association, a body corporate, duly incorporated, Mortgagee.

WHEREAS the said Aurora Federal Savings and Loan Association has this day loaned to said JEWEL P. GOODMAN, JR. and GRACE M. GOODMAN, his wife, ---------- the sum of TEN THOUSAND ONE HUNDRED NINETY & 00/100 ($10,190.00) ---------- 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 five & one-half (5½%) per cent per annum, in the manner following:

By the payment of SIXTY-TWO & 60/100 ($62.60) ---------- dollars on or before the - 20th - day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month; and the said installment payments may be applied by the mortgagee in the following order:

FIRST: To the payment of interest at the rate aforesaid.

SECOND: Towards the payment of the aforesaid principal sum.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

AND WHEREAS, it is further understood and agreed by and between the parties hereto that this loan may be prepaid, in whole or in part, and when, in any one year, the amount prepaid equals or exceeds 20% of the original principal amount of the loan, six months' advance interest, for the aggregate amounts of such prepayments, shall be charged as a consideration for the acceptance of such prepayment(s).

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 JEWEL P. GOODMAN, JR. and GRACE M. GOODMAN, his wife, ---------- do(~~th~~) grant, convey and assign unto said Aurora Federal Savings and Loan Association, its successors and assigns, all that land and premises situate and lying in the Third Election District of Anne Arundel County ---------- State of Maryland, and described as follows:

ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Forty-three (143), situated on the south side of King George Drive, as shown upon the Plat of Section 5 of LEHIGH, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 26, folio 35. The improvements thereon being now known as No. 209 King George Drive.

BEING the same lot of ground described in a Deed of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto from THE DIXIE CORPORATION unto the Mortgagors herein.

FILED

1956 NOV 23 AM 9:29

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Together with the improvements thereon, and the rights or appurtenances thereto belonging or appertaining. **TO HAVE AND TO HOLD** the said lot(s) of ground and premises unto the said mortgagee, its successors and assigns, ~~in fee simple, forever~~ during the residue of the term of years yet to come and unexpired therein, with the right and benefit of renewal of said term forever, subject to the payment of the yearly rent of **One Hundred Eight & 00/100 ($108.00) Dollars, payable in even and equal half-yearly installments on the 17th days of January and July in each and every year.**

If, however, the said Mortgagor(s) shall make the payments and perform the covenants herein contained, then this mortgage shall be void.

And the said mortgagor(s) covenant(s) with the said Aurora Federal Savings and Loan Association, as follows:

I. To repay the indebtedness, together with interest, as herein provided.

II. To 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.

III. To pay to the Attorney for the Mortgagee, at the time when the final payment necessary to discharge the mortgage debt is made, the necessary costs and expenses incident to the preparation and recording of a release of this mortgage.

IV. To keep the buildings on the premises insured against loss by fire and other hazards, as may be required by the mortgagee, for the benefit of the mortgagee in such insurance companies as are acceptable to the mortgagee, to the extent of its lien thereon, and to deliver the policy to the mortgagee. If any loss within the provisions of said policy takes place, such insurance companies are hereby directed to pay the amount of such loss to the mortgagee only; the mortgagor(s) hereby waiving all right to the possession of said payment until the mortgagee's claim under this mortgage has been fully paid and satisfied.

V. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time, and upon the failure of the Mortgagor(s) to keep the buildings on said property in good condition and repair, the Mortgagee may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured; and the failure of the Mortgagor(s) to comply with said demand of the Mortgagee, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided.

VI. To pay all ground rent (if any), taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable, and, for the purpose of establishing a fund to assure said payments, the mortgagor(s) shall pay to the Mortgagee, on the - 20th - day of each month, one-twelfth of the yearly aggregate of such items. In the event the Mortgagor(s) fail(s) to make the said payments, or establish the said fund, the Mortgagee is hereby authorized to pay said expenses, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate hereinbefore recited, from the date of said payment, and said mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon. Failure to establish the fund for the payment of the expenses above referred to shall constitute a default of this mortgage, for which foreclosure may be filed.

VII. 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.

VIII. 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.

IX. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for twenty days or after default in the performance of any of the aforegoing covenants for twenty days.

X. That, as soon as this mortgage becomes in default and is placed in the hands of an attorney for collection, there shall become due by the mortgagor(s), who hereby agree(s) to pay to the said attorney, a fee of thirty-five dollars for his services in and about the collection of the said mortgage debt, even though the debt hereby secured is fully paid upon the demand of said attorney and before the property herein described is advertised for sale under the decree or power of sale herein authorized.

AND the said Mortgagor(s) hereby assent(s) to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor(s) hereby also authorize(s) the said Mortgagee, its successors or assigns, or William F. Podlich, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of Thirty-five Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor(s), his, her or their heirs, personal representatives or assigns, or to whomever may be entitled to the same.

AND the said mortgagor(s) do(th) hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under a decree for said sale or under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs, attorney's fee and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest equal to one-half of the percentage allowed as commission to trustees making sale under orders or decrees of the Circuit Court for the City or County in which the mortgaged property is situated, which said expenses, costs and commission the said mortgagor(s) for himself, herself, or themselves and their heirs, personal representatives and assigns do(th) hereby covenant and agree to pay; and the said mortgagee, or said William F. Podlich, its said Attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor legal tender be made of said principal, interest, costs, attorney's fee, expenses and commission.

4

AND the said mortgagor(s) hereby covenant(s) that the property herein described is unencumbered, except as may be herein set forth, that he, she, it or they will warrant specially the said property and that he, she, it or they will execute such further assurances thereof as may be requisite.

The covenants herein contained shall bind, and the benefits and advantages herein recited shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto.

WITNESS the hands and seals of said Mortgagors.

TEST:

Elsie Curtis

Jewel P. Goodman, Jr. (SEAL)
Jewel P. Goodman, Jr.

Grace M. Goodman (SEAL)
Grace M. Goodman

ELSIE CURTIS

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 28th day of **September** 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, personally appeared

JEWEL P. GOODMAN, JR. and GRACE M. GOODMAN, his wife, ---------- , the mortgagor(s), named in the aforegoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act.

At the same time also appeared, ------ **JOHN L. FISHER** ------
President of Aurora Federal Savings and Loan Association, a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

Elsie Curtis
Notary Public.

My commission expires on **May 6, 1957.**

ELSIE CURTIS

ELSIE CURTIS NOTARY PUBLIC BALTIMORE, MD.

Rec'd for record Oct. 8, 1956 at 9.02 AM.
Mailed to Podlich & Podlich

E (3)

MORTGAGE

FROM

JEWEL P. GOODMAN, JR. and GRACE M. GOODMAN, his wife

TO

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

Block No.

Received for record 19 at o'clock M.
Same day recorded in Liber No. folio
the Land Records of
Cost of Record $

RECORDED IN LIBER G.L.C. No. 1068 FOLIO 340 &c.
RECEIVED FOR RECORD OCT 8 9 02 AM
AMOS ROBERTSON, CLERK
Examined and per

WILLIAM F. PODLICH
ROBERT F. PODLICH
Attorneys at Law
301 BALTIMORE LIFE BLDG.
Charles Street at Saratoga
BALTIMORE (1) MD.

Property: Lot No. 143, Section Five of LEHIGH
209 King George Drive

Description approved
D.B.-T.T.

Execution approved

MILITARY AFFIDAVIT UNDER SOLDIERS' AND SAILORS'

CIVIL RELIEF ACT OF 1940 AND AMENDMENT THERETO

OF

OCTOBER 6, 1942

ATTORNEY'S EXHIBIT NO. 2

IN THE MATTER OF THE SALE	:	No. 11944 EQUITY
of the	:	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE	:	for
of	:	ANNE ARUNDEL COUNTY
JEWEL P. GOODMAN, JR., and GRACE M. GOODMAN, his wife	:	
	:	

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared JOHN L. FISHER, President of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, which Corporation is the owner and holder of the mortgage filed in the above proceeding, and he made oath in due form of law that he knows the defendants herein, and that to the best of his information, knowledge and belief:

1- Said defendants are not in the military service of the United States.

2- Said defendants are not in the military service of any nation allied with the United States.

3- Said defendants have not been ordered to report for induction under the Selective Training and Service Act of 1940, as amended.

4- Said defendants are not members of the Enlisted Reserve Corps who have been ordered to report for military service.

John L. Fisher

(John L. Fisher) Affiant

Subscribed and sworn to before me,

this 21st day of November, 1956.

Elsie Curtis

ELSIE CURTIS Notary Public

ELSIE CURTIS NOTARY PUBLIC BALTIMORE, MD.

FILED

1956 NOV 23 AM 9:29

6

LIBER 103 PAGE 38

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF JEWEL P. GOODMAN, JR. and GRACE M. GOODMAN, his wife	NO. 11,944 EQUITY IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY DOCKET 16, FOLIO 371

STATEMENT OF MORTGAGE CLAIM

Statement of the mortgage claim of Aurora Federal Savings and Loan Association, a body corporate, under the mortgage filed in these proceedings, from the aforesaid Jewel P. Goodman, Jr. and Grace M. Goodman, his wife, to said body corporate, dated September 28, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1068, Folio 337.

Original Loan----------	$10,190.00
Interest to 12/21/56----------	96.73
	$10,286.73
Credit Expense Account----------	127.00
	$10,159.73

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

By John L. Fisher
(John L. Fisher) President

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 18th day of December, 1956, before me, the subscriber, a Notary Public of the State and City aforesaid, personally appeared JOHN L. FISHER, President of Aurora Federal Savings and Loan association, a body corporate, the Plaintiff in the above entitled cause, and made oath that the aforegoing is a true and just statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

Elsie Curtis
Notary Public

ELSIE CURTIS

ELSIE CURTIS NOTARY PUBLIC BALTIMORE, MD.

FILED
1956 DEC 19 AM 9:16

7

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

IN THE MATTER OF THE SALE

OF THE

MORTGAGED REAL ESTATE OF

JEWEL P. GOODMAN, JR. and
GRACE M. GOODMAN, his wife

BOND OF Attorney

TO SELL Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, William F. Podlich,

of Baltimore Life Building, Baltimore 1, Maryland

as Principal ,

and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Eleven Thousand and 00/100 - - - - - - - - - - - - - - - Dollars ($11,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 19th day of December , in the year of our Lord, nineteen hundred and fifty-six.

WHEREAS, the above bounden William F. Podlich

by virtue of the power contained in a mortgage from Jewel P. Goodman, Jr. & Grace M. Goodman, his ~~to~~ wife, to Aurora Federal Savings and Loan Association bearing date the 28th day of September , 19 56 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1068 Folio 337 ~~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

William F. Podlich

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

Signed, sealed and delivered

in the presence of

Anne Aubry
(Anne Aubry)

William F. Podlich (SEAL)
William F. Podlich

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Robert J. Noeth
Robert J. Noeth, Attorney in Fact.

Bond approved this 20th day of December 1956.
George F. Cromwell, Clerk

FILED
1956 DEC 20 AM 10: 01

WILLIAM F. PODLICH, Solicitor
801 Baltimore Life Building,
Baltimore [illegible]aryland

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY Known As No. 209 KING GEORGE DRIVE

(Being Lot No. 143, on Plat of Section Five (5) of LEHIGH (also called Dundee) in Third Election District of Anne Arundel County, Maryland.

The undersigned attorney, under and by virtue of the power and authority contained in a Mortgage dated September 28, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1068, Folio 337, from JEWEL P. GOODMAN, JR., and GRACE M. GOODMAN, his wife, to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, the said mortgage being now in default, will sell at public auction, on the premises, on

Friday, Dec. 21, 1956 at 2:45 o'clock P. M.

ALL that leasehold lot or parcel of ground situate in the Third District of Anne Arundel County and described as follows:

ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Forty-three (143), situated on the south side of King George Drive, as shown upon the Plat of Section 5 of LEHIGH, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35. The improvements thereon being now known as No. 209 King George Drive.

SUBJECT to the payment of an annual ground rent of One Hundred Eight (108.00) Dollars, payable in even and equal semi-annual installments.

IMPROVED by a detached brick dwelling house.

TERMS OF SALE: CASH upon ratification of sale by the CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY.

ALL taxes, ground rent, and other public dues and charges, are to be adjusted to date of sale; and all annual benefit charges or assessments, imposed by any Municipality, Public Authority or Commission, for public improvements of any kind or character, made or to be made to or affecting or benefiting said property, whether assessment therefor has been actually levied or not, shall be paid by the Seller to the date of sale, or allowance made therefor to the Buyer to said date, and thereafter payment of all such annual benefit charges or assessments for such public improvements shall be assumed by the Buyer.

A cash deposit of $500.00 will be required of the purchaser on the day of sale, balance of purchase price to bear interest at 6% from day of sale.

WILLIAM F. PODLICH,
Attorney Named in Mortgage.
E. T. NEWELL & COMPANY,
Auctioneers.

D-20

LIBER 103 PAGE 40

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 20, 1956

We hereby certify, that the annexed

Attorney's Sale

Jewel P. Goodman 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 21st day of December, 1956. The first insertion being made the 29th day of November, 1956.

FILED
Dec 28 AM 10:11
1956

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF JEWEL P. GOODMAN, JR. and GRACE M. GOODMAN, his wife	NO. 11,944 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY Docket 16 - Folio 371

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of William F. Podlich, Attorney named in the Mortgage filed in the above entitled proceedings, respectfully shows:

(1) That under and by virtue of the power contained in a Mortgage from Jewel P. Goodman, Jr. and Grace M. Goodman, his wife, to AURORA FEDERAL SAVINGS AND LOAN ASSOCISTION, dated September 28, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1068, Folio 337, etc., to make sale of the property therein described in case of default, and default having occurred thereunder, the said William F. Podlich, Attorney named in said Mortgage, after having given due notice of the time, place, manner and terms of sale by advertisement in THE MARYLAND GAZETTE, a newspaper printed and published in Anne Arundel County, did, on Friday, December 21, 1956, at 2:45 o'clock P.M., at the said mortgaged premises, offer the property in said mortgage described for sale by public auction, and the said William F. Podlich, Attorney as aforesaid, then and there sold the said property to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, at and for the sum of Eight Thousand ($8,000.00) Dollars, it being, at that figure, the highest bidder therefor, the said property so sold, being more particularly described in a copy of the advertisement of sale, which has been filed herein as a part of the Certificate of Publication thereof, executed by The Maryland Gazette, and which is prayed to be taken as a part of this Report.

(2) And the said Attorney further reports that he has received from the purchaser, the deposit of Five Hundred ($500.00) Dollars, required by the terms of said sale, and has also obtained the written agreement of the purchaser to comply with the other of said terms; same being as set out in said advertisement annexed hereto.

(3) Said Attorney reports further that said property, so sold, was not owned

FILED

1956 DEC 28 AM 10:11

10

by any individual whose military status could or might affect the right of said Attorney to make said sale.

AS in duty bound, etc.

William F. Podlich

(William F. Podlich) Attorney named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, SCT:

I HEREBY CERTIFY that on this 27th day of December, 1956 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William F. Podlich, Attorney named in the aforementioned Mortgage, and made oath that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

Elsie Curtis

Elsie Curtis Notary Public

ELSIE CURTIS NOTARY PUBLIC BALTIMORE, MD.

//

LIBER 103 PAGE 43

ORDER NISI

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

~~XXXX~~

JEWEL P. GOODMAN, JR. and GRACE M. GOODMAN, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,944 Equity

Ordered, this 28 day of December, 19 56, That the sale of the Property in these Proceedings mentioned, made and reported by William F. Podlich, Attorney named in Mortgage, ~~Trustee~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 sale ~~xxxxx~~ was $ 8,000.00

George F. Cromwell Clerk.

True Copy,

TEST: Clerk.

1956 DEC 28 AM 10:24 FILED

(Final Order)

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

~~XXXX~~

JEWEL P. GOODMAN, JR. and GRACE M. GOODMAN, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 5th day of February, 1957, 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

1957 FEB -5 PM 3:36

12

LIBER 103 PAGE 44 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 24, 1957

We hereby certify, that the annexed

Order Nisi - Sale - Eq 11944

Jewel P. Goodman, 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 4th day of February, 1957. The first insertion being made the 3rd day of January, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Yates

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,944 Equity

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF JEWEL P. GOODMAN, JR., and GRACE M. GOODMAN, his wife.

Ordered, this 28th day of December, 1956, That the sale of the Property in these Proceedings mentioned, made and reported by William F. Podlich, Attorney named in Mortgage, 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 sale was $8,000.00.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

J-24

FILED

1957 JAN 24 PM 3:36

No. M.G. 883

13

In the Case of

In the Matter of the Sale
of the
Mortgaged Leasehold Property
of vs
Jewel P. Goodman, Jr.,
and
Grace M. Goodman, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,944 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 2, 1957

All of which is respectfully submitted.

Laura R. Jackling
Auditor.

'4

Dr. In the Matter of the Sale of the Mortgaged Leasehold Property of Jewel P. Goodman, Jr., and Grace M. Goodman, his wife in ac.

To Attorney for Fee, viz:	35	00		
To Attorney for Commissions, viz:	272	03	307	03
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account and two copies	22	50	60	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	53	76		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
U.S. Fidelity & Guaranty Co. -bond premium	44	00		
E. T. Newell & Co. - auctioneer's fee	25	00		
One-half Federal documentary stamps	4	40		
One-half State documentary stamps	4	40		
Elsie Curtis - notary fees		50	146	06
To Attorney for Allowances to Purchaser, viz:				
Ground rent due 1/17/57 ($54.00) - adjusted to 12/21/56	46	20		
Metered water rent		03	46	23
To Aurora Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	7,508	59	7,508	59
			8,068	41
Amount of mortgage claim filed	10,159	73		
Cr. Amount allowed above	7,508	59		
Balance subject to decree in personam	2,651	14		

with William F. Podlich, Attorney named in Mortgage Cr.

1956						
Dec.	21	Proceeds of Sale	8,000	00		
		Interest on deferred payment of $7,500.00	67	50	8,067	50
		Refund 1956 State and County taxes- 10 days		10		
		Refund 1956 water and sewer benefit charges - 10 days		81		91
					8,068	41

ORDER NISI LIBER 103 PAGE 48

In the Matter of the Sale of the Mortgaged Leasehold Property of ~~VERSUS~~ Jewel P. Goodman, Jr., and Grace M. Goodman, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 11,944 Equity.

1957 MAR-7 AM 11:24 FILED

ORDERED, This 7 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 15 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 15 day of 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.

Matthew S. Evans
Judge

FILED
1957 APR 16 PM 3:49

17

OFFICE OF

Maryland Gazette

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THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,944 Equity

IN THE MATTER OF THE SALE OF THE MORTGAGED LEASEHOLD PROPERTY OF JEWEL P. GOODMAN, JR., and GRACE M. GOODMAN, his wife.

Ordered, this 7th 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 15th 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 15th day of April next.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

M-28

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 5, 1957

We hereby certify, that the annexed Order Nisi Eq. 11,944 Auditor Account Jewel P. Goodman, Jr. was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 15th day of April, 1957. The first insertion being made the 14th day of March, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M.G. 1957 APR 12 PM 12:49

18

LIBER 103 PAGE 50

IN THE MATTER OF THE SALE	:	No. 11,943 EQUITY
of the	:	
MORTGAGED LEASEHOLD PROPERTY	:	IN THE CIRCUIT COURT
of	:	for
LEON E. GOODMAN and BETTY J. GOODMAN, his wife	:	ANNE ARUNDEL COUNTY
	:	

MR. JOHN H. HOPKINS, CLERK:

Please docket the above entitled case, and file the accompanying original mortgage upon the property described therein and situated in Anne Arundel County, State of Maryland, from LEON E. GOODMAN and BETTY J. GOODMAN, his wife, to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, for the sum of Ten Thousand One Hundred Ninety and 00/100 ($10,190.00) Dollars, dated September 28, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1068, Folio 316, and marked "ATTORNEY'S EXHIBIT NO. 1," together with the accompanying Affidavit regarding the Military Status of said defendants, and marked "ATTORNEY'S EXHIBIT NO. 2."

November 21st 1956.

William F. Podlich

(William F. Podlich) Attorney named in Mortgage

FILED

1956 NOV 23 AM 9:27

LIBER 103 PAGE 51

Form No. 1—CITY OR COUNTY FEE OR LEASEHOLD

LIBER 1068 PAGE 316 No. 11943 Equity

"ATTORNEY'S EXHIBIT NO. 1"

This Mortgage, made this 28th day of **September** in the year one thousand nine hundred and **fifty-six**, between **LEON E. GOODMAN and BETTY J. GOODMAN, his wife,** ---------- of **Anne Arundel County** ---------- , in the State of Maryland, Mortgagor(s), and Aurora Federal Savings and Loan Association, a body corporate, duly incorporated, Mortgagee.

WHEREAS the said Aurora Federal Savings and Loan Association has this day loaned to said **LEON E. GOODMAN and BETTY J. GOODMAN, his wife,** ---------- the sum of **TEN THOUSAND ONE HUNDRED NINETY & 00/100 ($10,190.00)** ---------- 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 **five & one-half (5½%)** per cent per annum, in the manner following:

By the payment of **SIXTY-TWO & 60/100 ($62.60)** ---------- dollars on or before the **- 20th -** day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month; and the said installment payments may be applied by the mortgagee in the following order:

FIRST: To the payment of interest at the rate aforesaid.

SECOND: Towards the payment of the aforesaid principal sum.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

AND WHEREAS, it is further understood and agreed by and between the parties hereto that this loan may be prepaid, in whole or in part, and when, in any one year, the amount prepaid equals or exceeds 20% of the original principal amount of the loan, six months' advance interest, for the aggregate amounts of such prepayments, shall be charged as a consideration for the acceptance of such prepayment(s).

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 **LEON E. GOODMAN and BETTY J. GOODMAN, his wife,** ---------- do(~~th~~) grant, convey and assign unto said Aurora Federal Savings and Loan Association, its successors and assigns, all that land and premises situate and lying in **the Third Election District of Anne Arundel County** ---------- State of Maryland, and described as follows:

ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Forty-four (144), situated on the south side of King George Drive, as shown upon the Plat of Section 5 of LEHIGH, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 26, folio 35. The improvements thereon being now known as No. 207 King George Drive.

BEING the same lot of ground described in a Deed of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto from THE DIXIE CORPORATION unto the Mortgagors herein.

FILED

1956 NOV 23 AM 9:28

2

Together with the improvements thereon, and the rights or appurtenances thereto belonging or appertaining. **TO HAVE AND TO HOLD** the said lot(s) of ground and premises unto the said mortgagee, its successors and assigns, ~~in fee simple, forever~~ during the residue of the term of years yet to come and unexpired therein, with the right and benefit of renewal of said term forever, subject to the payment of the yearly rent of **One Hundred Eight & 00/100 ($108.00) Dollars, payable in even and equal half-yearly installments on the 17th days of January and July in each and every year.**

3

If, however, the said Mortgagor(s) shall make the payments and perform the covenants herein contained, then this mortgage shall be void.

And the said mortgagor(s) covenant(s) with the said Aurora Federal Savings and Loan Association, as follows:

I. To repay the indebtedness, together with interest, as herein provided.

II. To 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.

III. To pay to the Attorney for the Mortgagee, at the time when the final payment necessary to discharge the mortgage debt is made, the necessary costs and expenses incident to the preparation and recording of a release of this mortgage.

IV. To keep the buildings on the premises insured against loss by fire and other hazards, as may be required by the mortgagee, for the benefit of the mortgagee in such insurance companies as are acceptable to the mortgagee, to the extent of its lien thereon, and to deliver the policy to the mortgagee. If any loss within the provisions of said policy takes place, such insurance companies are hereby directed to pay the amount of such loss to the mortgagee only; the mortgagor(s) hereby waiving all right to the possession of said payment until the mortgagee's claim under this mortgage has been fully paid and satisfied.

V. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time, and upon the failure of the Mortgagor(s) to keep the buildings on said property in good condition and repair, the Mortgagee may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured; and the failure of the Mortgagor(s) to comply with said demand of the Mortgagee, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided.

VI. To pay all ground rent (if any), taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable, and, for the purpose of establishing a fund to assure said payments, the mortgagor(s) shall pay to the Mortgagee, on the - 20th - day of each month, one-twelfth of the yearly aggregate of such items. In the event the Mortgagor(s) fail(s) to make the said payments, or establish the said fund, the Mortgagee is hereby authorized to pay said expenses, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate hereinbefore recited, from the date of said payment, and said mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon. Failure to establish the fund for the payment of the expenses above referred to shall constitute a default of this mortgage, for which foreclosure may be filed.

VII. 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.

VIII. 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.

IX. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for twenty days or after default in the performance of any of the aforegoing covenants for twenty days.

X. That, as soon as this mortgage becomes in default and is placed in the hands of an attorney for collection, there shall become due by the mortgagor(s), who hereby agree(s) to pay to the said attorney, a fee of thirty-five dollars for his services in and about the collection of the said mortgage debt, even though the debt hereby secured is fully paid upon the demand of said attorney and before the property herein described is advertised for sale under the decree or power of sale herein authorized.

AND the said Mortgagor(s) hereby assent(s) to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor(s) hereby also authorize(s) the said Mortgagee, its successors or assigns, or William F. Podlich, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of Thirty-five Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor(s), his, her or their heirs, personal representatives or assigns, or to whomever may be entitled to the same.

AND the said mortgagor(s) do(th) hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under a decree for said sale or under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs, attorney's fee and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest equal to one-half of the percentage allowed as commission to trustees making sale under orders or decrees of the Circuit Court for the City or County in which the mortgaged property is situated, which said expenses, costs and commission the said mortgagor(s) for himself, herself, or themselves and their heirs, personal representatives and assigns do(th) hereby covenant and agree to pay; and the said mortgagee, or said William F. Podlich, its said Attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor legal tender be made of said principal, interest, costs, attorney's fee, expenses and commission.

4

LIBER 103 PAGE 54 LIBER 1068 PAGE 319

AND the said mortgagor(s) hereby covenant(s) that the property herein described is unencumbered, except as may be herein set forth, that he, she, it or they will warrant specially the said property and that he, she, it or they will execute such further assurances thereof as may be requisite.

The covenants herein contained shall bind, and the benefits and advantages herein recited shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto.

WITNESS the hands and seals of said Mortgagors.

TEST:

Elsie Curtis

ELSIE CURTIS

Leon E. Goodman (SEAL)
Leon E. Goodman

Betty J. Goodman (SEAL)
Betty J. Goodman

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 28th day of September 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, personally appeared LEON E. GOODMAN and BETTY J. GOODMAN, his wife ----------, the mortgagor(s), named in the aforegoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act.

At the same time also appeared, ------ JOHN L. FISHER ------ President of Aurora Federal Savings and Loan Association, a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

Elsie Curtis
Notary Public.

My commission expires on May 6, 1957. ELSIE CURTIS

ELSIE CURTIS NOTARY PUBLIC BALTIMORE, MD.

Rec'd for record Oct. 8 1956 at 9.02 A.M.

Mailed to Podlich + Podlich

B 2

MORTGAGE

FROM

LEON E. GOODMAN and

BETTY J. GOODMAN, his wife

TO

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

Block No.

Received for record 19 at o'clock

Same day recorded in Liber No. folio & one of the Land Records of and examined per Clerk.

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1956 OCT -8 AM 9:02 & RECORDED IN LIBER GTC NO. 1068 FOLIO 316 GEO. T. GROMWELL, CLERK

Cost of Record $ 5.75

WILLIAM F. PODLICH
ROBERT F. PODLICH
Attorneys at Law
301 BALTIMORE LIFE BLDG.
Charles Street at Saratoga
BALTIMORE (1) MD.

Property:
Lot No. 144, Section Five of LEHIGH
207 King George Drive

Description approved

DB-TT

Execution approved

MILITARY AFFIDAVIT UNDER SOLDIERS' AND SAILORS' CIVIL RELIEF ACT OF 1940 AND AMENDMENT THERETO OF OCTOBER 6, 1942

ATTORNEY'S EXHIBIT NO. 2

IN THE MATTER OF THE SALE	:	No. 11,943 EQUITY
of the	:	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE	:	for
of	:	ANNE ARUNDEL COUNTY
LEON E. GOODMAN and BETTY J. GOODMAN, his wife	:	
	:	

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared JOHN L. FISHER, President of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, which Corporation is the owner and holder of the mortgage filed in the above proceeding, and he made oath in due form of law that he knows the defendants herein, and that to the best of his information, knowledge and belief:

1- Said defendants are not in the military service of the United States;

2- Said defendants are not in the military service of any nation allied with the United States;

3- Said defendants have not been ordered to report for induction under the Selective Training and Service Act of 1940, as amended;

4- Said defendants are not members of the Enlisted Reserve Corps who have been ordered to report for military service.

John L. Fisher

(John L. Fisher) Affiant

Subscribed and sworn to before me,

this 21st day of November, 1956.

Elsie Curtis

Notary Public

ELSIE CURTIS

ELSIE CURTIS NOTARY PUBLIC BALTIMORE, MD.

FILED

1956 NOV 23 AM 9:28

4

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF LEON E. GOODMAN and BETTY J. GOODMAN, his wife	NO. 11,943 EQUITY IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY DOCKET 16, FOLIO 370

STATEMENT OF MORTGAGE CLAIM

Statement of the mortgage claim of Aurora Federal Savings and Loan Association, a body corporate, under the mortgage filed in these proceedings, from the aforesaid Leon E. Goodman and Betty J. Goodman, his wife, to said body corporate, dated September 28, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1068, Folio 316.

Original Loan----------	$10,190.00
Interest to 12/21/56----------	96.73
	$10,286.73
Credit Expense Account---------	128.20
	$10,158.53

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

By John L. Fisher
(John L. Fisher) President

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 18th day of December, 1956, before me, the subscriber, a Notary Public of the State and City aforesaid, personally appeared JOHN L. FISHER, President of Aurora Federal Savings and Loan Association, a body corporate, the Plaintiff in the above entitled cause, and made oath that the aforegoing is a true and just statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

Elsie Curtis
Notary Public

ELSIE CURTIS

ELSIE CURTIS NOTARY PUBLIC BALTIMORE, MD.

FILED
1956 DEC 19 AM 9:10

7

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF LEON E. GOODMAN and BETTY J. GOODMAN, his wife	BOND OF Attorney TO SELL Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, William F. Podlich, of Baltimore Life Building, Baltimore 1, Maryland as Principal, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Eleven Thousand and 00/100 - - - - - - - - - - - - - - Dollars ($ 11,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 19th day of December, in the year of our Lord, nineteen hundred and fifty-six.

WHEREAS, the above bounden William F. Podlich by virtue of the power contained in a mortgage from Leon E. Goodman & Betty J. Goodman, his wife to Aurora Federal Savings and Loan Association bearing date the 28th day of September, 19 56 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1068 Folio 316 ~~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

William F. Podlich

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

Signed, sealed and delivered in the presence of

Anne Aubry (Anne Aubry)

William F. Podlich (SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Robert J. Noeth, Attorney in fact.

Bond approved this 20th day of December 1956.
George E. Cromwell, Clerk

FILED
1956 DEC 20 AM 10:01

WILLIAM F. PODLICH, Solicitor
801, Baltimore Life Building
Baltimore, Maryland

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY Known As No. 207 KING GEORGE DRIVE

(Being Lot No. 144, in Plat of Section Five (5) of Lehigh, (also known as Dundee), in Third Election District of Anne Arundel County, Maryland.

The undersigned Attorney, under and by virtue of the power and authority contained in a Mortgage dated September 28, 1956, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1068, Folio 316, from LEON E. GOODMAN and BETTY J. GOODMAN, his wife, to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, the said Mortgage being now in default, will sell at public auction, on the premises, on Friday,

December 21st, 1956 at 2:30 o'clock P. M.

all that leasehold lot or parcel of ground situate in the Third Election District of Anne Arundel County and described as follows:

ALL THAT LOT of ground and premises known and designated as Lot Numbered One Hundred Forty-four (144), situated on the south side of King George Drive, as shown upon the Plat of Section 5 of LEHIGH, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 33. The improvements thereon being now known as No. 207 King George Drive.

SUBJECT to the payment of an annual ground rent of One Hundred Eight ($108.00) Dollars, payable in even and equal semi-annual instalments.

IMPROVED by a detached brick dwelling house.

TERMS OF SALE: CASH upon ratification of sale by the Circuit Court for Anne Arundel County, in Equity.

ALL taxes, ground rent, and other public dues and charges, are to be adjusted to date of sale; and all annual benefit charges or assessments, imposed by any Municipality, Public Authority or Commission, for public improvements of any kind or character, made or to be made to or affecting or benefiting said property, whether assessment therefor has been actually levied or not, shall be paid by the Seller to the date of sale, or allowance made therefor to the Buyer to said date, and thereafter payment of all such annual benefit charges or assessments for such public improvements shall be assumed by the Buyer.

A cash deposit of $500.00 will be required of the purchaser on the day of sale, balance of purchase price to bear interest at 6% from day of sale.

WILLIAM F. PODLICH,
Attorney Named in Mortgage.
E. T. NEWELL & COMPANY,
Auctioneers.

D-20

LIBER 103 PAGE 58 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 20, 1956

We hereby certify, that the annexed Attorney's Sale

Leon E. Goodman

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 21st day of December, 1956. The first insertion being made the 29th day of November, 1956.

FILED
DEC 28 1956
28 AM 9:35

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

28 AM 10:10

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF LEON E. GOODMAN and BETTY J. GOODMAN, his wife	NO. 11,943 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY Docket 16 - Folio 370

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of William F. Podlich, Attorney named in the Mortgage filed in the above entitled proceedings, respectfully shows:

(1) That under and by virtue of the power contained in a Mortgage from Leon E. Goodman and Betty J. Goodman, his wife, to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, dated September 28, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1068, Folio 316, etc., to make sale of the property therein described in case of default, and default having occurred thereunder, the said William F. Podlich, Attorney named in said Mortgage, after having given due notice of the time, place, manner and terms of sale by advertisement in THE MARYLAND GAZETTE, a newspaper printed and published in Anne Arundel County, did, on Friday, December 21, 1956 at 2:30 o'clock P.M., at the said mortgaged premises, offer the property in said Mortgage described for sale by public auction, and the said William F. Podlich, Attorney as aforesaid, then and there sold the said property to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, at and for the sum of Eight Thousand ($8,000.00) Dollars, it being, at that figure, the highest bidder therefor, the said property so sold, being more particularly described in a copy of the advertisement of sale, which has been filed herein as a part of the Certificate of Publication thereof, executed by The Maryland Gazette, a newspaper published in Anne Arundel County, and which is prayed to be taken as a part of this Report.

(2) And the said Attorney further reports that he has received from the purchaser, the deposit of Five Hundred ($500.00) Dollars, required by the terms of said sale, and has also obtained the written agreement of the purchaser to comply with the other of said terms; same being as set out in said advertisement annexed hereto.

FILED
1956 DEC 28 AM 9:35

(3) Said Attorney reports further that said property, so sold, was not owned by any individual whose military status could or might affect the right of said Attorney to make said sale.

AS in duty bound, etc.

William F. Podlich

(William F. Podlich) Attorney named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, SCT:

I HEREBY CERTIFY that on this 27th day of December, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William F. Podlich, Attorney named in the aforementioned Mortgage, and made oath that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

ELSIE CURTIS NOTARY PUBLIC BALTIMORE, MD.

Elsie Curtis

Elsie Curtis Notary Public

//

ORDER NISI

In the Matter of the Sale of the
Mortgaged Leasehold Property of

XXXXXXXX

Leon E. Goodman and
Betty J. Goodman, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,943 Equity

Ordered, this 28 day of December, 19 56, That the sale of the Property in these Proceedings mentioned, made and reported by William F. Podlich, Attorney named in Mortgage, XXXXXXXX

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 sale was $ 8,000.00.

George T. Cromwell, Clerk.

True Copy,

TEST: Clerk.

Filed 28 Dec., 1956, at 9:35 a.m.

(Final Order)

In the Matter of the Sale of the
Mortgaged Leasehold Property of

XXXXXX

Leon E. Goodman and
Betty J. Goodman, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 5th day of February, 19 57, 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 Midrachor
Judge.

FILED
1957 FEB -5 PM 3:35

12

LIBER 103 PAGE 62 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. 11,043 Equity

In The Matter Of The Sale Of The Mortgaged Leasehold Property of LEON E. GOODMAN and BETTY J. GOODMAN, his wife.

Ordered, this 28th day of December, 1956, That the sale of the Property in these Proceedings mentioned, made and reported by William F. Poditch, Attorney named in Mortgage, 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 sale was $8,000.00.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

J-24

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 24, 1957

We hereby certify, that the annexed

Order Nisi - Sale - Eq 11943

Leon E. Goodman

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, 1957. The first insertion being made the 3rd day of January, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

FILED

1957 JAN 24 PM 3:36

No. M.G. 9831

13

In the Case of

In the Matter of the Sale
of the
Mortgaged Leasehold Property
of ~~vs~~
Leon E. Goodman
and
Betty J. Goodman, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,943 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 2, 1957

All of which is respectfully submitted.

Laura K. Jackling
Auditor.

14

Dr. In the Matter of the Sale of the Mortgaged Leasehold Property of Leon E. Goodman and Betty J. Goodman, his wife — in ac.

To Attorney for Fee, viz:	35	00		
To Attorney for Commissions, viz:	272	03	307	03
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account and two copies	22	50	60	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	48	76		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
U.S. Fidelity & Guaranty Co.- bond premium	44	00		
E. T. Newell & Co. - auctioneer's fee	25	00		
One-half Federal documentary stamps	4	40		
One-half State documentary stamps	4	40		
Elsie Curtis - notary fees		50	141	06
To Attorney for Allowances to Purchaser, viz: Ground rent due 1/17/57 ($54.00) - adjusted to 12/21/56	46	20	46	20
To Aurora Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	7,513	69	7,513	69
			8,068	48
Amount of mortgage claim filed	10,158	53		
Cr. Amount allowed above	7,513	69		
Balance subject to decree in personam	2,644	84		

with William F. Podlich, Attorney named in Mortgage Cr.

1956						
Dec.	21	Proceeds of Sale	8,000	00		
		Interest on deferred payment of $7,500.00	67	50	8,067	50
		Refund 1956 State & County taxes - 10 days		10		
		Refund 1956 water and sewer benefit charges - 10 days		88		98
					8,068	48

1957 MAR -7 AM 9:09

FILED

ORDER NISI LIBER 103 PAGE 66

In the Matter of the Sale of the Mortgaged Leasehold Property of ~~VERSUS~~

Leon E. Goodman

and

Betty J. Goodman, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 11,943 Equity.

ORDERED, This 7 day of March, 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 15 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 15 day of 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.

Matthew S. Evans
Judge

FILED
1957 APR 16 PM 3:49

17

LIBER 103 PAGE 67

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. 11,943 Equity

IN THE MATTER OF THE SALE OF THE MORTGAGED LEASEHOLD PROPERTY OF LEON E. GOODMAN and BETTY J. GOODMAN, his wife.

Ordered, this 7th 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 15th 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 15th day of April next.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

M-28

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 5, 1957

We hereby certify, that the annexed Order Nisi Eq. 11,943 Auditor's account. Leon E. Goodman

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 April, 1957. The first insertion being made the 14th day of March, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M.G. 1957 APR 12 PM 12:49

18

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, in EQUITY

No. 11,938

FRANKIE WILSON & SONS, INC.,
a body corporate,
COMPLAINANT,

vs.

JUAN MANUEL, and
Carrie J. Manuel, his wife,
202 - 11th Street, Waverly,
Baltimore, Maryland,

Lots 1 & 3, Block 24, Woodlawn Heights,

Claudia M. Banner,
5106 Belleville Avenue,
Baltimore, Maryland,

Lots 6, 8 & 10, Block 17, Woodlawn Heights,

Jacob Banner,
5106 Belleville Avenue,
Baltimore, Maryland,

Lots 2 & 4, Block 17, Woodlawn Heights,

Maurice L. Banner,
3126 Gwynn Falls Parkway,
Baltimore, Maryland,

Lots 17 & 19, Block 16, Woodlawn Heights,

Their respective heirs, personal representatives, devisees, judgment creditors, if any, and all persons having or claiming to have any interest in above lots.

BILL OF COMPLAINT

To The Honorable, The Judges of Said Court:

The Complainant respectfully represents:

1. By deed, dated January 8, 1952, Joseph H. Griscom, Sr., County Treasurer, and the County Commissioners of Anne Arundel County, conveyed to Frankie Wilson & Sons, Inc., among other lots, Nos. 1 and 3, Block 24 Woodlawn Heights, as shown on plat recorded among the Plat Records of Anne Arundel County in Liber GW No. 60, folio 50, which deed is recorded among the Land Records of Anne Arundel County in Liber JHH No. 663, folio 504, a copy of which is attached hereto, marked "Complainant's Exhibit No. 1" and prayed to be taken as a part hereof.

2. That deed, dated August 6, 1908, and recorded among the aforesaid Land Records in Liber GW No. 61, folio 246, said lots were conveyed by Maryland Electric Railways Company to Juan Manuel and Carrie J. Manuel, his wife, and more particularly described as follows:

"BEGINNING for the same at the southeast intersection of Mapledale and Rosedale Avenues, and running thence with the east line of Rosedale Avenue,

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South 36 degrees 30' East for the distance of 66 feet and to a point in the division line between lots 3 and 5 of said Block #24; thence with the said division line North 53 degrees 30' East for the distance of 132 feet to the rear line of said lots; thence with said rear line, North 53 degrees 30' for the distance of 66 feet to the south line of Mapledale Avenue aforesaid; thence running with said line of said Avenue, South 53 degrees 30' West for the distance of 132 feet to the point of beginning. Containing 8,712 square feet.

3. The County Commissioners of Anne Arundel County acquired their interest in said lots 1 and 3, Block 24 Woodlawn Heights, by purchase at public sale of said lots sold by Alfred H. Perrie, County Treasurer, on April 4, 1916, for the sum of $25.00, and which lots were erroneously sold in the name of Jean Manuel, whereas by deed, dated August 6, 1908, and recorded, as aforementioned, in Liber GW 61, folio 246, were conveyed by the Maryland Electric Railways Company to Juan Manuel and Carrie J. Manuel, his wife.

4. On October 3, 1956, Joseph H. Griscom, Sr., Present Treasurer and Collector of Anne Arundel County, issued Certificate of Tax Sale No. 2889, to the County Commissioners of Anne Arundel County, in accordance with Article 81, Section 89-I, of the Annotated Code of Maryland (1943 Supplement), as amended. Said certificate by proper assignment was transferred to the Complainant herein, is attached hereto, marked "Complainant's Exhibit No. 2" and prayed to be taken as a part hereof.

5. By deed, dated January 4, 1949, and recorded among the aforesaid Land Records in Liber JHH 507, folio 186, Frankie Wilson conveyed to Frankie Wilson & Sons, Inc., complainant herein, certain lots, among which were lots 17 and 19, Block 16; lots 2, 4, 6, 8 and 10, Block 17 Woodlawn Heights, as shown on plat filed among aforesaid Land Records in Liber GW 60, folio 50, a copy of which is filed herewith, marked "Complainant's Exhibit No. 3" and prayed to be taken as a part hereof.

6. That Frankie Wilson acquired title to said lots from C, Albert Hodges, ex-Treasurer, et als., as set forth in deed, dated October 29, 1946, and recorded among the aforesaid Land Records in Liber JHH No. 386, folio 286.

7. That the County Commissioners of Anne Arundel County acquired their title to lots 2 and 4, Block 17 Woodlawn Heights by purchase at public sale of said lots sold by C. Albert Hodges under tax sale No. 4047 on October 16, 1935, for the sum of $28.43, which said lots were assessed to Jacob Banner, and later corrected to read "Jacob A. Bauman" on the assessment records and sold under the name of "Jacob A. Bauman."

8. That by deed, dated February 25, 1909, and recorded among the aforesaid Land Records in Liber GW No. 68, folio 280, the Maryland Electric Railways Company deeded lots 2 and 4, Block 17, Woodlawn Heights, as shown on plat recorded among the Land Records of Anne Arundel County in Liber GW No. 60, folio 50, unto Jacob Banner.

9. On November 8,1956, Joseph H. Griscom, Sr., Treasurer of Anne Arundel County, issued Certificate of Tax Sale No. 1180 covering lots 2 and 4, Block 17, Woodlawn Heights, or the 2 lots assessed to Jacob A. Bauman, sold for taxes under tax sale No. 4047, in accordance with Article 81, Sec. 89-I, of the Annotated Code of Maryland (1943 Supplement), as amended. Said Certificate by proper assignment was transferred to the Complainant herein, is attached hereto, and marked "Complainant's Exhibit No. 4."

10. That the County Commissioners acquired their title to lots 17 and 19, Block 16, Woodlawn Heights, as shown on aforesaid plat, by purchase at public sale of said lots sold by Joseph H. Pepper on the 13th day of October, 1936, as 2 lots situate at Woodlawn Heights, under Tax Sale No. 3342, assessed to Maurice L. Banner, for the sum of $15.36. Said lots by deed, dated July 2, 1908, and recorded among the aforesaid Land Records in Liber GW No. 64, folio 496, were conveyed by the Maryland Electric Railways Company to Maurice L. Banner, as lots 2 and 4, Block 16 WOODLAWN HEIGHTS, as shown on plat recorded among the aforesaid Land Records in Liber GW. No. 60, folio 50.

11. That the County Commissioners of Anne Arundel County acquired their title to Lots 6, 8 and 10, Block 17, Woodlawn Heights, as per the aforesaid plat, under tax sale Number 3343, by Joseph H. Pepper, Treasurer, on October 13, 1936, in the name of Claudea Banner, for the sum of $15.36, and described in said tax sale as 2 lots situate at Woodlawn Heights. That the tax sale and assessment records show 2 lots assessed and sold as property of Claudea Banner, situate at Woodlawn Heights, whereas by deed, dated July 22, 1908, and recorded among the aforesaid Land Records in Liber GW No. 79, folio 12, Maryland Electric Railways Company conveyed to Claudia Banner lots 6, 8 and 10, Block 17 Woodlawn Heights, as per the aforesaid plat, and which, according to the Land Records of Anne Arundel County, were never conveyed by said Claudia Banner.

3

12. That on Nov. 8,1956, Joseph H. Griscom, Sr., Treasurer of Anne Arundel County, issued Tax Sale Certificate No. 1178, covering the two

lots erroneously sold under name of Claudea Banner instead of Claudia Banner, and which ~~sale~~ tax sale should have covered lots 6, 8 and 10, Block 17 Woodlawn Heights, per plat as aforesaid; and the 2 lots situate at Woodlawn Heights, sold under the name of Maurice L. Banner, whereas said tax sale should have described said lots as numbers 17 and 19, Block 16 Woodlawn Heights, per plat recorded among the aforesaid Land Records in Liber GW No. 60, folio 50, in accordance with Article 81, Section 89-I, of the Annotated Code of Maryland (1943 Supplement), as amended. Said certificate by proper assignment was transferred to the Complainant herein, is attached hereto, marked "Complainant's Exhibit No. 5".

13. On the dates of the respective sales, as above set forth, the said lots were assessed as hereinbefore mentioned, according to the land records, the Equity and Orphans' Court records of Anne Arundel County.

14. To redeem the properties, it is necessary for the defendants to pay the sums set forth in the above paragraphs, with interest from date of sale, all taxes, interest and penalties accruing subsequent to the dates of sale, and reimburse the Complainant for amounts due under Sections 90-J and 90-K of Article 81 of the Annotated Code of Maryland (1943 Supplement), as amended.

15. Said properties have not been redeemed by any party of interest, although more than one year and a day from the dates of said sales has expired.

16. The Complainant prays for process directed to the above-mentioned Defendants, as set forth above.

17. The Complainant prays for an order of publication directed to all parties of interest.

18. The Complainant prays the Court to pass a final decree foreclosing all rights of redemption of the Defendants in and to the said properties. And as in duty bound, etc.

Frankie Wilson & Sons, Inc.,
By Walton D. Wilson
Walton D. Wilson, V. President.

Frankie Wilson
Frankie Wilson, Solicitor for Complainant.
25 Baltimore-Annapolis Blvd., N.W.,
Glen Burnie, Maryland.

4

STATE OF MARYLAND, ~~Anne Arundel~~ BALTIMORE County, to wit:

I HEREBY CERTIFY, That on this / day of November, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for ~~Anne Arundel~~ BALTIMORE County, personally appeared Walton D. Wilson, V. President of said Frankie Wilson & Sons, Inc., and in pursuance of the power vested in him, made oath in due form of law that the matters and facts set forth in the

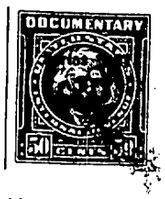
foregoing Bill of Complaint, are true to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Evelyn Gates

EVELYN GATES Notary Public.

COMPLAINANT'S EXHIBIT NO. 1



THIS DEED, Made this 8th day of JANUARY, in the year one thousand nine hundred and fifty-two, by Joseph H. Grisoom, Sr., County Treasurer, and the County Commissioners of Anne Arundel County, a body corporate of the State of Maryland, of the first part, GRANTORS, and Frankie Wilson & Sons, Inc., a body corporate of the same State, of the second part, GRANTEE.

WHEREAS default having been made in the payment of State, County and School taxes due and owing on the properties hereinafter described, assessed to the respective persons whose names are set out after the descriptions of the hereinafter mentioned properties, and the then county treasurer under the provisions of the laws of the State of Maryland, and in compliance with the duties thereof imposed upon him, having first complied eith all the provisions of the laws in relation thereto proceeded to and did sell the hereinafter mentioned properties to enforce the payment of said taxes so in default;

AND WHEREAS the then county treasurer sold said properties hereinafter described at public sale to the County Commissioners of Anne Arundel County, it being then and there the highest bidder therefor;

AND WHEREAS the said Joseph H. Grisoom, Sr., county treasurer, is authorized by law to execute this deed.

NOW, THEREFORE, in consideration of the sum of Five Dollars ($5.00) and other good and valuable considerations, receipt whereof is hereby acknowledged, the said Joseph H. Grisoom, Sr., County Treasurer, and the County Commissioners of Anne Arundel County do grant and convey unto said Frankie Wilson & Sons, Inc., its successors and assigns, in fee simple, all the following described lots or tracts of ground situate and lying in the County of Anne Arundel, State of Maryland:

Lot 742 FERNDALE FARMS, as shown on plat filed among the Plat Records of Anne Arundel County in Plat Book G.W. No. 1, Section 3, folio 234, formerly assessed to Mildred Bernice Lohmuller.

FOR TITLE see Equity No. 9347, and deed from Joseph H. Grisoom, Sr. to the County Commissioners of Anne Arundel County, recorded among the Land Records of Anne Arundel County in Liber JHH No. 464, folio 296, &c.

Lot 13 Stryker-Harvey Land, as shown on plat recorded among the aforesaid Land Records in Liber PSR No. 34, folio 328, formerly assessed to Howard Harvey.

Complainant's Exhibit No. 1.

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FOR TITLE see Equity No. 9530 and deed from Joseph H. Griscom, Sr., County Treasurer to County Commissioners of Anne Arundel County, recorded among the aforesaid Land Records in Liber JHH No. 510, folio 305.

Lots 5 and 7 Block 24 WOODLAWN HEIGHTS, as shown on plat recorded among the Land Records of Anne Arundel County in Liber GW No. 60, folio 79, formerly assessed to James H. Smith, et als.

FOR TITLE see Equity No. 9347, and deed from Joseph H. Griscom, Sr., County Treasurer to County Commissioners, dated April 13, 1948, and recorded among the aforesaid Land Records in Liber JHH No. 464, folio 298, &c.

Lots 5 and 7 Block 23 Woodlawn Heights, as shown on plat recorded among aforesaid Land Records in Liber GW. No. 60, folio 79, formerly assessed to George L. Spittle.

FOR TITLE see deed from Arundel Realty Company, et al. to George L. Spittle recorded among aforesaid Land Records in Liber G.W. No. 71, folio 188. See also Tax Sale No. 2658, "In the Matter of the Sale of the Land of George L. Spittle."

Lots 41, 43 and 45 Block 21 WOODLAWN HEIGHTS, as shown on plat recorded among aforesaid Land Records in Liber GW No. 60, folio 79, formerly assessed to Carl and Milly Albrecht.

FOR TITLE see deed dated October 10, 1927 and recorded among aforesaid Land Records in Liber FSR No. 31, folio 13 from Rudolph Bernard and wife to Carl and Milly Albrecht. See also Tax Sale No. 4040.

2 - Lots in the rear of Lots 21 and 22 Block L GARLAND PARK, bordering on the southern side of Black's Lane, formerly part of Kinsleck Farms.

FOR TITLE see deed from Black Brothers, Inc. to Georgia V. Morris, recorded among aforesaid Land Records in Liber WMB No. 12, folio 286. See also Tax Sale No. 1439, and deed from C. Albert Hodges, County Treasurer, to County Commissioners of Anne Arundel County, recorded among aforesaid Land Records in Liber PAM No. 145, folio 527.

Lots Nos. 1 and 3 Block 24 WOODLAWN HEIGHTS, as shown on plat recorded among the Land Records of Anne Arundel County in Liber GW. No. 60, folio 79. formerly assessed in name of Jean Manuel.

FOR TITLE see deed from Maryland Electric Railways Co. to Juan Manuel, recorded among aforesaid Land Records in Liber GW No. 61, folio 246. SEE ALSO Tax Sale No. 744.

Lot 30, Block 15 WOODLAWN HEIGHTS, as shown on plat filed among the Land Records of Anne Arundel County in Liber GW No. 60, folio 79, formerly assessed in name of George Zerowski.

FOR TITLE see deed recorded among aforesaid Land Records in Liber GW No. 66, folio 362. See also Tax Sale No. 4236.

Lot No. 1, Block 8 WOODLAWN HEIGHTS, as shown on plat recorded among the Land Records of Anne Arundel County in Liber GW No. 60, folio 79, formerly assessed to James W. Cole.

FOR TITLE see deed recorded among aforesaid Land Records in Liber GW No. 64, folio 281. See also Tax Sale No. 1125.

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 tracts of ground and premises above described 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 successors and assigns, in fee simple.

WITNESS the hand and seal of said Joseph H. Griscom, Sr., County Treasurer, and the signature of Ralph L. Lowman President of said County Commissioners of Anne Arundel County together with its corporate seal.

TEST: Lucy F. Loskosky

Joseph H. Griscom Sr. (SEAL)
Joseph H. Griscom, Sr., County Treasurer.

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY,

By Ralph L. Lowman (SEAL)
Ralph L. Lowman President

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I HEREBY CERTIFY, That on this 8 day of January, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Joseph H. Griscom, Sr., County Treasurer, and ~~Weems R. Burrell~~ Ralph L. Lowman, President of the County Commissioners of Anne Arundel County, GRANTORS in the aforegoing deed, and they acknowledged the same to be the act of said body corporate and that of Joseph H. Griscom, Sr., County Treasurer.

Recorded-22nd-Jany.-1952-at-12:40-P.M. Theodore T. Pantaleo
THEODORE T. PANTALEO Notary Public.

8

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. 663, folio 504, 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 4th day of October, 1956.

George T. Cromwell

George T. Cromwell, Clerk

9

COMPLAINANT'S EXHIBIT No. 2 LIBER 103 PAGE 77

No. 2989 **CERTIFICATE OF TAX SALE**

I, Joseph H. Grason Successor to Alfred H Perrie Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on ~~October~~ April 4 1916, I sold to A. A. Co Comm. at public auction for the sum of 25 00/xx Dollars and _____ Cents, of which 14 35/xx Dollars has been paid as a deposit on the property in district #5 described as Lots 1-3 Blk 24 plat of Woodlawn Hgts.

and assessed to Jean Manuel

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October _____, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this _____ day of _____ 19__

_____
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 30 day of October, _____, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, _____, 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,

Annapolis, Md., November __, 1956

_____
Notary Public.

My Commission Expires _____

FOR VALUE RECEIVED, the County Commissioners of Anne Arundel County hereby assign the within Certificate of Tax Sale unto Frankie Wilson & Sons, Inc.

County Commissioners of Anne Arundel County,

By Ralph L. Lowman
President.

Complainants Exhibit No. 2

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10

COMPLAINANT'S EXHIBIT NO. 3

LIBER 103 PAGE 78

LIBER 507 PAGE 186

No STAMPS REQUIRED
Frankie Wilson

THIS DEED, Made this 4th day of January, in the year one thousand nine hundred and forty-nine, by Frankie Wilson (widow) of Anne Arundel County, in the State of Maryland, of the first part, GRANTOR, and Frankie Wilson & Sons, Inc., a body corporate, duly incorporated under the Laws 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 Frankie Wilson does hereby grant and convey unto said Frankie Wilson & Sons, Inc., its successors and assigns, in fee simple, all those tracts or lots of ground situate and lying in Anne Arundel County, in the State of Maryland, described in the following deeds:

Patapsco Park:

Deed Dated	From	To	Recorded Liber	No.	Folio
December 7, 1946	The Patapsco Park Land Co.	Frankie Wilson	JHH	389	277
June 9, 1948	" " " " "	" "	JHH	485	475
January 31, 1945	Joseph Morris, et als.	" "	JHH	321	476
June 16, 1942	Earle Lipchin and wife	" "	JHH	262	111
May 11, 1942	Harry A. Smuck and wife	" "	JHH	259	239
September 30, 1944	Alice Johnson Brooks, et al.	" "	JHH	316	374
January 31, 1944	Nannie W. Brown	" "	JHH	300,	260
March 29, 1945	Aaron Strauss and wife	" "	JHH	327	386
August 1, 1944	Atlantic Mill & Lumber Realty Corporation	" "	JHH	313	109
June 9, 1945	Kenneth House and wife	" "	JHH	333	232
September 17, 1941	County Commissioners A.A.Co.	" "	JHH	245	525
August 30, 1939	" " " "	" "	JHH	207	193
June 13, 1940	" " " "	" "	JHH	220	68
November 27 1940	" " " "	" "	JHH	231	98
December 16, 1940	" " " "	" "	JHH	229	425
July 29, 1942	" " " "	" "	JHH	266	91
October 29, 1946	" " " "	" "	JHH	386	291
July 12, 1945	" " " "	" "	JHH	337	100
July 7, 1942	" " " "	" "	JHH	262	290
August 14, 1940	" " " "	" "	JHH	222	340

FERNDALE:

December 22, 1942	Consolidation Company, Inc.	" "	JHH	275	45
November 8, 1943	George Washington Williams	" "	JHH	292	458
January 8, 1944	Marion G. Dinsmore, &c.	" "	JHH	298	306
February 7, 1947	Walter P. Stranz & wife	" "	JHH	397	367
November 3, 1948	Maurice L. Clancy	" "	JHH	499	404
September 30, 1948	Loretta Powers, et als.	" "	JHH	494	360
August 13, 1947	Bertha V. Souers	" "	JHH	426	20
August 4, 1947	Edward Hoy	" "	JHH	422	436
August 7, 1947	Leroy O. Wentworth and wife	" "	JHH	424	48
March 1, 1948	John Barnickel and wife	" "	JHH	459	108
April 8, 1947	Charles T. McNeir and wife	" "	JHH	400	484
May 20, 1947	County Commissioners A.A.Co.	" "	JHH	409	194
January 25, 1944	" " " "	" "	JHH	301	135
May 25, 1943	" " " "	" "	JHH	279	486
November 18 1947	Joseph H. Griscom, Treasurer	" "	JHH	443	306
July 3, 1945	Thomas W. Davis, Treasurer	" "	JHH	333	411

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Complainant's Exhibit No. 3

Deed Dated	From	To	Recorded Liber No.	Folio No.
FERDINAND HEIGHTS, FERNDALE:				
July 24, 1943	Anne Arundel County San.Com. et als.	Frankie Wilson	283	57
May 21, 1947	John F. Arnreich, Attorney	" "	412	330
June 29, 1946	George T. Cromwell and wife	" "	365	472
December 22, 1948	Albert D. Alban, et als.	" "	recorded prior hereto	
WOODLAWN HEIGHTS:				
November 17, 1948	Howard Y. Cromwell and wife	" "	502	275
October 29, 1946	County Commissioners A.A.Co.	" "	386	286
January 4, 1947	" " " "	" "	400	412
March 8, 1947	Howard G. Scheidle and wife	" "	400	410
March 25, 1947	Edward Scheidle and wife	" "	400	411
August 24th 1948	Louis C. Tiedmann and wife	" "	486	474
August 6, 1948	Albert W. Tiedmann, Executor	" "	484	340
November 14, 1948	Hattie T. Hoeck, et als.	" "	500	576
September 20, 1948	Henry Borleis and wife	" "	491,	400
April 30 1947	Celeste B. Carroll, et als.	" "	409	369
September 2 1948	Rosalie A. Borleis, et als.	" "	488	368
May 12 1942	County Commissioners A.A.Co.	" "	257	478
July 29 1948	Frank Safranek	" "	482	179
July 16 1948	Catherine E. Schmidt	" "	480	38
July 20 1948	Samuel S. Foxwell and wife	" "	481	77
August 12 1947	Helen C. McWhirter	" "	425	399
March 24 1947	George O. Spoerke and wife	" "	403	169
March 29 1947	Caroline Rosiepe	" "	405	301
March 26 1947	Charles W. Griffin and wife	" "	400	415
March 4 1947	Otis G. Robinson, et als.	" "	403	170
December 28 1946	Julia T. Smith, et al.	" "	393	268
September 30 1948	John T. Friend and wife	" "	493	169
April 30 1947	Clifford L. Bowen and wife	" "	404	477
December 9 1948	Elizabeth F. Marsh, Executrix	" "	504	536
December 3 1948	Louis W. Ricker and wife	" "	504	542
December 6 1948	Harry W. Osborn and wife	" "	504	533
December 7 1948	John W. Pratt	" "	504	540
November 23 1948	Walter L. Schmidt and wife	" "	503	591
December 10 1948	John Sohl and wife	" "	505	447
KINSLOCK FARMS:				
March 31, 1942	County Commissioners A.A.Co.	" "	258	18
March 17, 1947	Naomi Johnson, et als.	" "	400	404
LINTHICUM HEIGHTS:				
September 14, 1942	Robert E. Kindred, Trustee	" "	266	481
September 19, 1941	" " " "	" "	245	270
April 23, 1945	Anne Arundel County San.Com.	" "	329	462
April 2, 1942	Russell C. Turner, Sheriff	" "	258	119
July 1942	Robert E. Kindred, Trustee	" "	263	90
January 20 1943	" " " "	" "	273	391
GLENBROOK:				
June 19, 1939	William T. Downs and wife	" "	203	164
April 1, 1947	Owen Meredith and wife	" "	403	171
July 9, 1946	Coltes L. Courtney and wife	" "	367	448
GARLAND PARK:				
December 13, 1943	County Commissioners A.A.Co.	" "	295	400
November 19, 1948	Isidor Franz	" "	502	277
MISCELLANEOUS:				
December 29, 1942	Jerome A. Loughran, Attorney	" "	267	265
June 27, 1944	Frank Mezick	" "	310	393
September 5, 1945	Vincent J. Stevens, Trustee	" "	338	335
September 28, 1945	Margaret Cochenk	" "	344	309
March 15, 1944	Herman Klug	" "	303	32
June 19, 1945	Robert E. Kindred, Trustee	" "	333	372
September 30, 1943	Benjamin Michaelson, Trustee	" "	293	113
November 26, 1946	Katherine Guthberlet	" "	391	178

12

Deed Dated	From	To	Recorded Liber No.	Folio No.
April 6, 1945	Anna P. Chaney et al.	Frankie Wilson	JHH 327	384
March 23, 1943	C. Albert Hodges, et als.	" "	JHH 274	493
November 28,1944	James A. Walton, Treasurer	" "	JHH 320	219
May 8,1941	County Commissioners A.A.Co.	" "	JHH 221	463
May 27,1943	" " " "	" "	JHH 279	425
December 16,1944	Robert E. Kindred, Trustee	" "	JHH 321	207
May 22,1944	Francis B. O'Donnell & wife	" "	JHH 308	443
June 1,1945	John E. Gardner and wife	" "	JHH 336	71
November 7,1944	King F. Hartley and wife	" "	JHH 320	157

SAVING AND EXCEPTING thereout any lots or parcels heretofore conveyed.

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

TO HAVE AND TO HOLD the said lots and 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 successors and assigns, in fee simple.

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

WITNESS the hand and seal of said GRANTOR:

TEST:

Frankie Wilson (SEAL)
Frankie Wilson

Theodore T. Pantaleo
Theodore T. Pantaleo

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I HEREBY CERTIFY, That on this 4th day of January, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Frankie Wilson, GRANTOR in the aforegoing deed, and she acknowledged the same to be her act.

AS WITNESS my hand and Notarial Seal.

Recorded- 4th January, 1949,
at 12:10 A.M.

Theodore T. Pantaleo
Theodore T. Pantaleo, Notary Public.

THEODORE T. PANTALEO NOTARY PUBLIC ANNE ARUNDEL CO., MD.

STATE OF MARYLAND, Anne Arundel County, Sct:

I HEREBY CERTIFY, That the aforegoing Deed is a true copy, per photostat, as recorded in Liber 507, folio 186, 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 4th day of October, 1956.

George T. Cromwell

George T. Cromwell, Clerk

4

LIBER 103 PAGE 82

COMPLAINANT'S EXHIBIT No. 4

1180

CERTIFICATE OF TAX SALE

I, Joseph H. Grason Sr. Successor to C. Albert Hodge Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 16, 1935, I sold to A. A. Co Commissioners at public auction for the sum of 28.43 Dollars and ..... Cents, of which 28.43 Dollars has been paid as a deposit on the property in district 5 described as Lots #2 + 4 Blk 17 as shown on the plat of Woodlawn Hts

and assessed to Jacob A. Bauman

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 17, 1936, 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 17 day of [illegible] 19[illegible]

[illegible]

Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this [illegible] day of October, [illegible], before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, [illegible], 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, Annapolis, Md., November __, 1956

Notary Public.

FOR VALUE RECEIVED, the County Commissioners of Anne Arundel County hereby assign the within Certificate of Tax Sale unto Frankie Wilson & Sons, Inc.

AS WITNESS the seal of said County Commissioners and the signature of Ralph L. Lowman, its President.

My Commission Expires

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY

By Ralph L. Lowman

Ralph L. Lowman, President

FILED

1956 NOV 20 PM 12 31

15

Complainant's Exhibit No. 4

COMPLAINANT'S EXHIBIT NO. - LIBER 103 PAGE 83

1178

CERTIFICATE OF TAX SALE

I, Joseph H. Griscom Sr. successor to Joseph H. Pepper, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 13, 1936 I sold to A. A. Co. Commissioners at public auction for the sum of ① 18.36 ② 18.36 Dollars and ..... Cents, of which ① 18.36 ② 18.36 Dollars has been paid as a deposit on the property in district 5 described as ① 2 lots situated at Woodlawn Hgts. ② 2 lots situated at Woodlawn Hgts.

and assessed to ① Maurice L Banner - ② Claudea Banner.

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. 14, 1937, 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 8th day of November 1956

[signature]
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 8th day of ~~October,~~ November 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Annapolis, Md., November 1956

Witness my hand and seal Notarial,

[signature]
Notary Public.

FOR VALUE RECEIVED, the County Commissioners of Anne Arundel County hereby assign the within certificate of tax sale unto Frankie Wilson & Sons, Inc.

AS WITNESS the seal of said County Commissioners together with signature of Ralph L. Lowman, its President.

My Commission Expires 6 1957

County Commissioners of Anne Arundel County

16 By Ralph L Lowman
Ralph L. Lowman, President

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1956 NOV 20 PM 12 31

Complainants Exhibit No. 5

LIBER 103 PAGE 84

FRANKIE WILSON

Solicitor

25 Baltimore-Annapolis Boulevard, N.W.

Glen Burnie, Maryland

No. 11,938 Equity, in the Circuit Court for Anne Arundel County, Frankie Wilson and Sons, Inc., a body corporate, vs. Juan Manuel and Carrie J. Manuel, his wife; Claudia M. Banner; Jacob Banner; Maurice L. Banner and any and all persons having or claiming to have any interest in the property hereinafter described.

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 Fifth Election District of Anne Arundel County, sold by the Commissioners for Anne Arundel County and State of Maryland to the Complainant in this proceeding:

A. All those lots known and designated as 1 and 3, Block 24 Woodlawn Heights, as shown on plat recorded among the Plat Records of Anne Arundel County in Liber GW No. 60, folio 50 which were conveyed by deed, dated August 6, 1908, and recorded among the aforesaid Land Records in Liber GW No. 61, folio 246, said lots were conveyed by Maryland Electric Railways Company to Juan Manuel and Carrie J. Manuel, his wife.

B. All those lots known and designated as 2 and 4, Block 17 Woodlawn Heights as shown on plat recorded among the Plat Records of Anne Arundel County in Liber GW No. 60, folio 50 which were conveyed by deed dated February 25, 1909, and recorded among the aforesaid Land Records in Liber GW No. 68, folio 280, the Maryland Electric Railways Company deeded lots 2 and 4, Block 17, Woodlawn Heights, as shown on plat recorded among the Land Records of Anne Arundel County in Liber GW No. 60, folio 50, unto Jacob Banner.

C. All those lots known and designated as 6, 8, and 10, Block 17 Woodlawn Heights, as shown on plat recorded among the Plat Records of Anne Arundel County in Liber GW No. 60, folio 50 which by deed dated July 22, 1908, and recorded among the aforesaid Land Records in Liber GW No. 79, folio 12, Maryland Electric Railways Company conveyed to Claudia Banner.

D. All those lots known and designated as 17 and 19, Block 16 Woodlawn Heights as shown on plat recorded among the Plat Records of Anne Arundel County in Liber GW No. 60, folio 50 which by deed dated July 2, 1908, and recorded among the aforesaid Land Records in Liber GW No. 64, folio 496, were conveyed by the Maryland Electric Railways Company to Maurice L. Banner.

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 20 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 30 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
Judge

17

Filed 20 Nov., 1956, at 12:30 P.M.

FRANKIE WILSON
Solicitor
25 Baltimore-Annapolis Blvd. N. W.
Glen Bernie, Maryland

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, No. 11,938 EQUITY

FRANKIE WILSON and SONS, INC., a body corporate,

Vs.

JUAN MANUEL and CARRIE J. MANUEL, his wife; CLAUDIA M. BANNER; JACOB BANNER; MAURICE L. BANNER and any and all persons having or claiming to have any interest in the property hereinafter described.

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 Fifth Election District of Anne Arundel County, sold by the Commissioners for Anne Arundel County and State of Maryland to the Complainant in this proceeding:

A. All those lots known and designated at 1 and 3, Block 24 Woodlawn Heights, as shown on plat recorded among the Plat Records of Anne Arundel County in Liber GW No. 60, folio 50 which were conveyed by deed, dated August 6, 1908, and recorded among the aforesaid Land Records in Liber GW No. 61, folio 246, said lots were conveyed by Maryland Electric Railways Company to Juan Manuel and Carrie J. Manuel, his wife.

B. All those lots known and designated as 2 and 4, Block 17 Woodlawn Heights as shown on plat recorded among the Plat Records of Anne Arundel County in Liber GW No. 60, folio 50 which were conveyed by deed dated February 25, 1909, and recorded among the aforesaid Land Records in Liber GW No. 68, folio 280, the Maryland Electric Railways Company deeded lots 2 and 4, Block 17, Woodlawn Heights, as shown on plat recorded among the Land Records of Anne Arundel County in Liber GW No. 60, folio 50, unto Jacob Banner.

C. All those lots known and designated as 6, 8, and 10, Block 17 Woodlawn Heights, as shown on plat recorded among the Plat Records of Anne Arundel County in Liber GW No. 60, folio 50 which by deed dated July 22, 1908, and recorded among the aforesaid Land Records in Liber GW No. 79, folio 12, Maryland Electric Railways Company conveyed to Claudia Banner.

D. All those lots known and designated as 17 and 19, Block 16 Woodlawn Heights as shown on plat recorded among the Plat Records of Anne Arundel County in Liber GW No. 60, folio 50 which by deed dated July 2, 1908, and recorded among the aforesaid Land Records in Liber GW No. 64, folio 496, were conveyed by the Maryland Electric Railways Company to Maurice L. Banner.

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 20th 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 30th 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-20

18

LIBER 103 PAGE 85 OFFIC 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 No. 11,938 Eq. Property Juan Manuel

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 January, 1957. The first insertion being made the 29th day of November, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

57 FEB -1 PM 2:35

By H. Tilghman

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

EQUITY NO. 11,938

FRANKIE WILSON & SONS, INC.,
A Body Corporate

COMPLAINANT

Vs.

Juan Manuel and
Carrie J. Manuel, his wife,
202 - 11th Street, Waverly,
Baltimore, Maryland,

Claudia M. Banner,
5106 Belleville Avenue,
Baltimore, Maryland,

Jacob Banner,
5106 Belleville Avenue,
Baltimore, Maryland,

Maurice L. Banner,
3126 Gwynn Falls Parkway,
Baltimore, Maryland,

DEFENDANTS,

Their respective heirs, personal representatives, devisees, judgment creditors, if any, and all persons having, or claiming to have, any interest in:

Lots 2, 4, 6, 8, 10, Block 17,
Lots 17 & 19, Block 16
Lots 1 & 3, Block 24
WOODLAWN HEIGHTS, as shown on plat recorded Liber GW 60, folio 50, as described in these proceedings.

PETITION FOR DECREE PRO CONFESSO

To THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Frankie Wilson & Sons, Inc., by Frankie Wilson, its Solicitor, respectfully shows:

1. That two non ests have been returned against the following Defendants:

Juan Manuel
Carrie Manuel
Claudia M. Banner
Jacob Banner
Maurice L. Banner

2. That order of publication has been fully published in the Maryland Gazette, a newspaper published in Annapolis, Maryland, as will be seen by certificate of publication filed in these proceedings, and that all of the defendants have neither appeared nor answered.

WHEREFORE, your Petitioner prays that the Bill of Complaint be taken Decree Pro Confesso against all of said Defendants.

Frankie Wilson
Frankie Wilson, Solicitor for Complainant

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1957 MAR 11 AM 9:15

19

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that two non ests have been returned against the Defendants, as set forth in Paragraph 1 of the petition, And it further appearing that all of the said Defendants mentioned above were duly notified by Order of Publication; and that the order of publication heretofore issued herein has been fully published in the Maryland Gazette, a newspaper published in Annapolis, Anne Arundel County, Maryland, and that all of the Defendants have failed to appear, either in person or by Solicitor, and answer the Complaint filed afainst them:

IT IS, THEREFORE, This 11th day of March, 1957, by the Circuit Court for Anne Arundel County, in Equity, adjudged, ordered and decreed that the said Bill of Complaint be, and the same is, hereby taken pro confesso against said Defendants.

Benjamin Michaelson
Judge

FILED
1957 MAR 11 PM 12:16

30

FRANKIE WILSON & SONS, INC. A Body Corporate COMPLAINANT VS Juan Manuel and Carrie J. Manuel, His Wife, 202-11th Street, Waverly, Baltimore, Maryland. Claudia M. Banner, 5106 Belleville Ave. Baltimore, Maryland. Jacob Banner, 5106 Belleville Ave., Baltimore, Maryland. Maurice L. Banner, 3126 Gwynn Falls Parkway, Baltimore, Maryland. Their respective heirs, personal representatives, devisees, judgment creditors, if any, and all persons having or claiming to have any interest in above lots, as described in this proceeding.	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY NO. 11,938

FINAL DECREE

This cause standing ready for hearing and having been submitted, the proceedings were read and considered by the Court, and it appearing that the same having been conducted in substantial compliance with the provisions of Sections 89-I to 90-P of Article 81 of the Annotated Code of Maryland, 1943 Supplement, it is thereupon this 13th 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: Juan Manuel and Carrie J. Manuel, His Wife; Claudia M. Banner; Jacob Banner; and Maurice L. Banner, or of any one claiming, by, from, or under them, or any of them, in and to the properties described in the Bill of Complaint and certificates of sale in the above Equity proceeding, as having been sold by the Treasurer for the non-payment of taxes be, and the same are, hereby barred and foreclosed.

2. That an absolute and indefeasable deed in fee simple be vested in Frankie Wilson & Sons, Inc., for the following property:

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1957 APR 15 PM 4:44

21

Lots 1 and 3, Block 24, Woodlawn Heights
Lots 6, 8, and 10, Block 17, Woodlawn Heights
Lots 2 and 4, Block 17, Woodlawn Heights
Lots 17 and 19, Block 16, Woodlawn Heights,
free and clear of all alienations and dissents occurring prior to the decree, as well as all encumbrances thereon.

3. That upon payment to the Treasurer of Anne Arundel County of all taxes, if any, due and owing on said properties, together with interest and penalities thereon accruing subsequent to the date of sale, the Treasurer of Anne Arundel County shall execute a Deed conveying said properties to the plaintiff.

4. That the plaintiff shall pay the cost of this proceeding.

5. That a certified copy of this Decree shall be served on the Treasurer of Anne Arundel County.

Benjamin Michaelson
Judge

(Sheet Two)

22

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
EARL NORMAN AND	*	ANNE ARUNDEL COUNTY
MILDRED NORMAN, HIS WIFE	*	NO. 11,957 EQUITY
	*	

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

ORDER TO FILE ORIGINAL MORTGAGE
AND STATEMENT OF CLAIM

Mr. Clerk:

Please file the original mortgage in the above titled case and the statement of claim of mortgage debt.

John H. Hopkins IV

John H. Hopkins, IV, Assignee
15 School Street
Annapolis, Maryland

FILED

1956 DEC -4 PM 2:45

MORTGAGE FEE—COUNTY

P.M.

This Mortgage, Made this 17th day of April

in the year nineteen hundred and forty-six, by and between Earl Norman and Mildred Norman, his wife, parties of the first part, MORTGAGORS, and Benjamin Michaelson and Naomi D. Michaelson, his wife, parties of the second part, MORTGAGEES, all of Anne Arundel County, State of Maryland.

WHEREAS the said parties of the first part have borrowed from the said parties of the second part the full and just sum of TWELVE HUNDRED AND FIFTEEN ($1215.00) DOLLARS, which they have agreed to pay within FIVE YEARS from the date hereof with interest thereon to accrue at the rate of Six (6%) Percent Per Annum, and as evidencing said indebtedness, the said parties of the first part have passed unto the said parties of the second part, their joint and several note for the principal sum of TWELVE HUNDRED AND FIFTEEN ($1215.00) DOLLARS payable in Five Years from the date hereof with interest thereon to accrue at the rate of Six (6%) Percent Per Annum and the said parties of the first part have agreed to amortize said indebtedness by making monthly payments of ELEVEN ($11.00) DOLLARS each and every month, beginning one month from the date hereof and continuing monthly thereafter, until the aforesaid principal sum and interest thereon to accrue is paid in full, it being agreed that from each monthly payment to be made there shall first be deducted the interest each month and the balance is to be applied in reduction of the principal debt, and

WHEREAS it was a condition precedent to the granting of said loan that these presents should be executed for the purpose of securing the prompt payment of said principal and interest at the times limited for the payment of the same.

NOW, THEREFORE, THIS MORTGAGE, WITNESSETH: That in consideration of the premises and of the sum of ONE DOLLAR, the said parties of the first part do hereby grant and convey unto the said Benjamin Michaelson and Naomi D. Michaelson, his wife, their heirs and assigns in fee simple, all that lot of ground situated in the City of Annapolis, in the Sixth Election District of Anne Arundel County, State of Maryland, and designated as Number 49 Calvert Street, and more particularly described as follows:

BEGINNING for the same at a point on the West building line of Calvert Street; said point of beginning being located South 23 degrees 20 minutes West, 37.22 feet from the intersection made by the West curb line of Calvert Street and the South

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curb line of Clay Street; and from said point on the curb of Calvert Street, North 66 degrees 30 minutes West, 9.75 feet to the first mentioned beginning point; thence leaving said beginning point and running with the party wall between the property at No. 49 Calvert Street and the property directly South of No. 49 Calvert Street, North 74 degrees 31 minutes West, 30 feet; thence running through a yard, North 79 degrees 00 minutes West, 54.1 feet to intersect a wooden fence on the East side of an alley leading to Clay Street; thence with said fence and the East side of said alley leading to Clay Street, North 12 degrees 49 minutes East, 12.32 feet to the South side of the building located on the Southwest corner of Clay Street and Calvert Street; thence with the South side of said building, South 79 degrees East, 56.4 feet to the corner of the building at No. 49 Calvert Street; and thence with the party wall between the two buildings, South 79 degrees East, 30.4 feet to the West building line of the same, South 23 degrees 20 minutes West, 15.02 feet to the place of beginning; according to a survey and plat made by J. R. McCrone, Jr. Registered Professional Engineer and Land Surveyor, in March, 1946.

BEING the same property which was conveyed to the said Earl Norman and Mildred Norman, his wife, by Genjamin Michaelson and Naomi D. Michaelson, his wife, by deed of even date herewith; and recorded prior hereto; and being also the same property which was conveyed to the said Benjamin Michaelson and wife by Theodore S. Samaras, by deed dated February 2, 1936, and recordedamong the Land Records of A. A. County in Liber F.A.M. No.149, folio 244.

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 Benjamin Michaelson and Naomi D. Michaelson, his wife,

their heirs and assigns forever.

PROVIDED, that if the said Earl Norman and Mildred Norman, his wife,

their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Twelve Hundred and Fifteen ($1215.00) Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the said Earl Norman and Mildred Norman 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 Earl Norman and Mildred Norman, his wife, for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest

thereon to accrue in any part either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, ,and it shall be lawful for the said Benjamin Michaelson and Naomi D. Michaelson, his wife, their personal representative or assigns, or Benjamin Michaelson, their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notice as by the said Mortgagee s, 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 dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee s, their personal representatives and assigns under this Mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said Mortgagor s, their personal representatives or assigns, or to whoever may be entitled to the same.

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

AND the said Earl Norman and Mildred Norman, his wife, for themselves, their personal representatives and assigns, do hereby further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee s, their personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Twelve Hundred and Fifteen Dollars, and to cause the policy to be effected thereon, to be so framed or endorsed, as in case of fire, to insure to the benefit of the said Mortgagee s, their personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee s, their personal representatives and assigns.

WITNESS the hands and seal s of the said Mortgagor s.

TEST:

Katharine H. McCutchan
Katharine H. McCutchan

Earl Norman (SEAL)
Earl Norman

Mildred Norman (SEAL)
Mildred Norman

(SEAL)

(SEAL)

4

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I Hereby Certify, that on this 17th day of April in the year nineteen hundred and forty-six before me, the subscriber a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Earl Norman and Mildred Norman, his wife, the Mortgagors named in the aforegoing Mortgage and they duly acknowledged the aforegoing Mortgage to be their act. At the same time also appeared Benjamin Michaelson and Naomi D. Michaelson, his wife, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.

Katharine H. McCutchan
Katharine H. McCutchan ------ Notary Public

REC'D FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1955 DEC -4 PM 1:41
& RECORDED IN LIBER ~~GTC~~ JNN
NO. 358 FOLIO 169
GEO. I. CROMWELL, CLERK

File in Equity
Case No. 11,957

MORTGAGE

FROM

Earl Norman and Mildred Norman, his wife

TO

Benjamin Michaelson and Naomi D. Michaelson, his wife,

BLOCK NO. .....

Received for Record April 17, 1946, at 2-45 o'clock P. M. Same day recorded in Liber JHH No. 358 Folio 167 &c., one of the Land Records of ..... examined per ..... Clerk.

Cost of Record, $.....

CAPITAL-GAZETTE-PRESS, INC.

We hereby assign the within Mortgage to John H. Hopkins, IV, for the purpose of foreclosure.

Witness our hands and seals this 29th day of November, 1956.

Witness:

John H. Hopkins, IV, as to both

Benjamin Michaelson (SEAL)
Benjamin Michaelson

Naomi D. Michaelson (SEAL)
Naomi D. Michaelson

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
EARL NORMAN AND	*	ANNE ARUNDEL COUNTY
MILDRED NORMAN, HIS WIFE	*	NO. 11,957 EQUITY
	*	

* *

STATEMENT OF CLAIM

BALANCE PRINCIPAL DEBT - - - - - - - 6/12/56- - - -$359.55
INTEREST on principal debt 6/12/56 to 12/12/56- - - - 10.77
$370.32

Benjamin Michaelson (SEAL)
Benjamin Michaelson

Naomi D. Michaelson (SEAL)
Naomi D. Michaelson

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 3rd day of December, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Benjamin Michaelson and Naomi D. Michaelson, his wife, and made oath in due form of law that the foregoing is a true statement of the amount due them to December 12, 1956, from Earl Norman and Mildred Norman, his wife, and that they have not received any security or satisfaction thereof other than the Mortgage referred to.

John H. Hopkins, IV, Notary Public

FILED
1956 DEC -4 PM 3:07

6

LIBER 103 PAGE 96

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
EARL NORMAN, and MILDRED NORMAN,	*	ANNE ARUNDEL COUNTY
his wife	*	NO. 11,957 EQUITY

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

PETITION AND ORDER OF COURT THEREON

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of John H. Hopkins, IV, respectfully represents:

1. That he is the Assignee, for purpose of foreclosure, of the mortgage, which is the subject matter of this proceeding.

2. That he inadvertently failed to file a bond to cover the proceeds of said sale prior to said sale as required by the Laws of Maryland.

WHEREFORE, your Petitioner prays this Honorable Court to sign an Order authorizing John H. Hopkins, IV, to file said Corporate Surety Bond in the penalty of $4,500.00, nunc pro tunc.

AND AS IN DUTY BOUND, ETC.

John H. Hopkins, IV, Petitioner

ORDER OF COURT

Upon the aforegoing Petition, it is hereby ORDERED this 8th day of January, 1957, that John H. Hopkins, IV, Assignee, be, and he is hereby authorized to file with the Clerk of this Court in these proceedings, a Bond in the penalty of $4,500.00, nunc pro tunc.

Judge

FILED
1957 JAN -8 PM 3:15

FILED
1957 JAN -8 PM 3:15

7

LIBER 103 PAGE 97

No 11,957
Equity

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE: NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

11,957 Equity

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, John H. Hopkins, IV, as PRINCIPAL and GLOBE INDEMNITY COMPANY, a body corporate of the State of New York, authorized to do business in the State of Maryland, as SURETY, are held and firmly bound unto the STATE OF MARYLAND, in the full and just sum of Four Thousand Five Hundred------- DOLLARS, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 8th day of January, 1957.

WHEREAS, by virtue of a power of sale contained in a Mortgage from Earl Norman and Mildred Norman, his wife to Benjamin Michaelson and Naomi D. Michaelson, his wife, bearing date on or about the 17th day of April 1946, the said John H. Hopkins, IV 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 John H. Hopkins, IV 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:

Kathleen Meench

Kathleen Meench

John H. Hopkins, IV (SEAL)
John H. Hopkins, IV PRINCIPAL
GLOBE INDEMNITY COMPANY, a body corporate

By: John H. Hopkins, IV
John H. Hopkins, IV, Attorney-in-Fact
SURETY

Bond approved & filed this 8th day of January, 1957
George T. Cromwell, Clerk

FILED
1957 JAN -8 PM 3:16

GEORGE W. SCIBLE.....LIBER 103 PAGE 98.....AUCTIONEER

ASSIGNEE'S SALE

OF VALUABLE

Improved Real Estate

IN THE CITY OF ANNAPOLIS

BY VIRTUE of the power of sale contained in a mortgage dated April 17, 1946, from Earl Norman and Mildred Norman, his wife, and filed in No. 11,957 Equity, in the Circuit Court for Anne Arundel County, said Mortgage being in default, I will offer at public sale at the Court House Door in the City of Annapolis, Maryland, on

TUESDAY, JANUARY 8th, 1957

AT 11 O'CLOCK, A.M.

the following property:

ALL THAT LOT of ground, the improvements on which are known and designated as No. 49 Calvert Street, Annapolis, Maryland, as particularly described in the aforesaid mortgage recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 358, Folio 167.

This property fronts 15 feet on Calvert Street, has a depth of approximately 55 feet and is improved by a brick dwelling.

TERMS OF SALE: A deposit of $500.00 will be required of the purchaser on the day of sale, balance of purchase money, including interest at the rate of six percent (6%) per annum, to be paid in cash on ratification of sale.

TAXES, and other public charges to be adjusted to the day of sale.

For further particulars, inquire of the undersigned.

JOHN H. HOPKINS, IV.,
Assignee of Mortgage,
15 School Street,
Annapolis, Maryland

FILED
1957 JAN -9 PM 2:54

9

PURCHASER'S AGREEMENT

I hereby certify that I have this 7th day of January, 1957, purchased the property mentioned in these proceedings from John H. Hopkins, IV, Assignee, for the sum of Four Thousand Four Hundred Fifty — Dollars, and I hereby agree to comply with the terms of sale.

WITNESS my hand and seal.

TEST:

Benj E Bassford Jr

Henry M. Polyanski
Purchaser

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 7th day of January, 1957, sold the property mentioned in these proceedings to Henry M. Polyanski for the sum of Four Thousand Four Hundred Fifty — Dollars, he being at that price the highest bidder therefor.

WITNESS my hand and seal.

TEST:

Benj E Bassford Jr

George W. Scible, Auctioneer

FILED
1957 JAN -9 PM 2:55

10

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
EARL NORMAN and MILDRED NORMAN,	*	ANNE ARUNDEL COUNTY
his wife	*	NO. 11,957 EQUITY
	*	

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

REPORT OF SALE

OF

MORTGAGED REAL ESTATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of John H. Hopkins, IV, Assignee, respectfully shows:

1. That whereas by virtue of a power of sale contained in a Mortgage dated April 17, 1946, from Earl Norman and Mildred Norman, his wife, and filed in No. 11,957 Equity, in the Circuit Court for Anne Arundel County, said Mortgage being in default, the said John H. Hopkins, IV, Assignee, in pursuance of the power and authority vested in him by said Mortgage, having given bond as security for the faithful performance of his trust, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the Evening Capital, a newspaper published in Anne Arundel County for three (3) successive weeks before the day of sale, and having complied with all the other prerequisites mentioned in said Mortgage and as required by law, did by virtue of said power of sale and pursuant to said notice attend at the Court House door in the City of Annapolis, Maryland, on Tuesday, January 8, 1957, at eleven o'clock A.M., and did then and there proceed to sell said property in the manner following, that is to say:

The said Assignee offered at public sale to the highest bidder the property mentioned in said Mortgage, and being more particularly described as follows:

BEGINNING for the same at a point on the West building line of Calvert Street; said point of beginning being located South 23° 20' West, 37.22 feet from the intersection made by the West curb line of Calvert Street and the South

FILED

1957 JAN -9 PM 2:55

//

curb line of Clay Street; and from said point on the curb of Calvert Street, North 66° 30' West, 9.75 feet to the first mentioned beginning point, thence leaving said beginning point and running with the party wall between the property at No. 49 Calvert Street and the property directly South of No. 49 Calvert Street, North 74° 31' West, 30 feet; thence running through a yard, North 79° 00' West, 54.1 feet to intersect a wooden fence on the East side of an alley leading to Clay Street; thence with said fence and the East side of said alley leading to Clay Street, North 12° 49' East, 12.32 feet to the South side of the building located on the Southwest corner of Clay Street and Calvert Street; thence with the South side of said building, South 79° East, 56.4 feet to the corner of the building at No. 49 Calvert Street; and thence with the party wall between the two buildings, South 79° East, 30.4 feet to the West building line of the same, South 23° 20' West, 15.02 feet to the place of beginning. Being the same property which was conveyed to Earl Norman and Mildred Norman from Benjamin Michaelson and Naomi D. Michaelson, his wife, by deed dated April 17, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 358, Folio 162.

And the said Assignee sold the above described property to Henry M. Polyanski, for the sum of Four Thousand Four Hundred Fifty Dollars ($4,450.00), he being the highest bidder therefor, and said purchaser having complied with the terms of sale.

Respectfully submitted,

John H. Hopkins, IV, Assignee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 9th day of January, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John H. Hopkins, IV, Assignee, and made oath in due form of law that the matters and things set forth therein 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.

Notary Public

LIBER 103 PAGE 102

ORDER NISI

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF
xxxxx
EARL NORMAN and
MILDRED NORMAN, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 11,957 Equity

Ordered, this 9th day of January, 19 57, That the sale of the property mentioned in these proceedings made and reported by JOHN H. HOPKINS, IV, ASSIGNEE ~~Trustee~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12th day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of February next.

The report states that the amount of sales ~~xxxx~~ was $ 4,450.00

Filed 1957 Jan 9
P.M. 3:05

George T. Cromwell Clerk.

True Copy.

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF
xxxxx
EARL NORMAN and
MILDRED NORMAN, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
Term, 19

ORDERED BY THE COURT, This 14th day of February, 19 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. Crane
Judge

FILED
1957 FEB 15 PM 2:24
FILED
1957 FEB 15 PM 2:24

12

LIBER 103 PAGE 103 C 'CE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Legal Notice

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,957 Equity

In The Matter Of The Mortgaged Real Estate Of EARL NORMAN and MILDRED NORMAN, his wife

Ordered, this 9th day of January, 1957, That the sale of the property mentioned in these proceedings made and reported by JOHN H. HOPKINS, IV, ASSIGNEE BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12th day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of February next.

The report states that the amount of sale was $4,460.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

F-1

No. E.C. 9864

14

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 13, 1957

We hereby certify, that the annexed

Order Nisi Sale
Eq. 11,957

Earl Norman

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 12th day of February, 1957. The first insertion being made the 11th day of January, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By J. O. Tilghman

FILED

1957 FEB 13 PM 3 28

In the Case of

In the Matter of the Mortgaged
Real Estate
vs. of
Earl Norman
and
Mildred Norman, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,957 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 11, 1957

All of which is respectfully submitted.

Laura R. Fickling
Auditor.

FILED

1957 MAR 12 AM 10:25

Dr. in ac.

In the Matter of the Mortgaged Real Estate of Earl Norman and Mildred Norman, his wife

To Assignee for Fee, viz:	50	00		
To Assignee for Commissions, viz:	164	34	214	34
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	30	50		
Auditor - stating this account	13	50	54	00
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	28	76		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publishing Co. - handbills	9	69		
Globe Indemnity Co. - bond premium	18	00		
George W. Scible - auctioneer's fee	45	00		
Clerk of Court - recording assignment	1	00		
One-half Federal documentary stamps	2	48		
One-half State documentary stamps	2	47		
Notary fee		50	121	90
To Assignee for Taxes, viz:				
1957 State and County taxes ($34.92)- adjusted to 1/8/57		66		66
To Assignee for Benefit Charges, viz:				
City Water Dept. - metered water from 11/1/56 to 1/8/57	3	56	3	56
To Assignee for Liens, viz:				
Benjamin Michaelson, Assignee of first mortgage - in full for claim filed	360	54		
Interest from 1/7/57 to 4/7/57	5	41		
Recording release	1	00	366	95
Benjamin Michaelson and Naomi D. Michaelson, his wife, second mortgagees - in full for mortgage claim filed	370	32	370	32
Balance for distribution - $3,358.79				
Distributed as follows:				
To Earl Norman - one-half	1,679	40		
To Mildred Norman - one-half	1,679	39	3,358	79
			4,490	52

with

John H. Hopkins, IV, Assignee

Cr.

1957						
Jan.	8	Proceeds of Sale	4,450	00		
		Interest on deferred payment ($3,950.) to 2/20/57	27	96	4,477	96
		Refund 1956 Annapolis City taxes ($26.34) - adjusted to 1/8/57	12	56	12	56
					4,490	52

ORDER NISI

In the Matter of the Mortgaged Real Estate of ~~VERSUS~~ Earl Norman and Mildred Norman, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 11,957 Equity.

1957 MAR 12 AM 10:26 FILED

ORDERED, This 12th 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 15th 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 15th day of 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~~ Auditor apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Matthew P. Evans
Judge

FILED
1957 APR 17 AM 11:29

LIBER 103 PAGE 108

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 5, 1957

We hereby certify, that the annexed

Order Nisi Eq. 11,957
Auditor's account

Earl Norman

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 15th day of April, 1957. The first insertion being made the 13th day of March, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,957 Equity

In The Matter Of The Mortgaged Real Estate Of EARL NORMAN, And MILDRED NORMAN, His Wife.

Ordered, this 12th 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 15th 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 15th day of April next.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:

GEORGE T. CROMWELL, Clerk

JOHN H. HOPKINS, IV, Attorney

M-27

filed 1957 APR 16

No. E.C. _____

19

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
CLEMENTINE F. BROWN and	*	FOR
ADELAIDE EARL BROWN, Joint Tenants	*	ANNE ARUNDEL COUNTY
	*	NO. 11,949 EQUITY

* *

Mr. Clerk:

Please docket this case and file the original Mortgage, Statement of Mortgage debt and Military Affidavit.

Samuel M. Ivrey, Atty.
Samuel M. Ivrey; Attorney
named in the Mortgage

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED
1956 NOV 26 PM 1:36

LIBER 103 PAGE 110

Form No. 1—County Fee

LIBER 985 PAGE 316

PURCHASE MONEY

This Mortgage, made this 3 rd. day of December, in the year one thousand nine hundred and fifty-five, between Clementine F. Brown and Adelaide Earl Brown, Joint Tenants, of the District of Columbia, City of Washington ~~and 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 Clementine F. Brown and Adelaide Earl Brown, Joint Tenants, the sum of Seven Thousand Five Hundred and 00/100 ($7,500.00) dollars, being the balance of the purchase money for the Property herein described, which said sum the said Mortgagor(s) agree(s) to repay in installments with interest thereon from the date hereof, at the rate of 6 % per annum, in the manner following:

By the payment of Sixty-threeand 29/100 ($63.29) dollars plus one-twelfth of the annual taxes, 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, 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 Clementine F. Brown and Adelaide Earl Brown, Joint Tenants, do(th) grant, convey and assign unto said Enterprise Federal Savings and Loan Association of Annapolis, Md., its successors and assigns, all that lot, piece, or parcel of ground situate, lying and being in the second election district of Anne Arundel County, State of Maryland and described as follows:

ALL that lot of ground situate in the Second Election District of Anne Arundel County, Maryland, in the development known as "Venice Beach", which is designated as Lot No. 16, of Block "B" on the Plat of Venice Beach", duly recorded among the Land Records of said County in Plat Book F. S. R. No. 2, folio 40.

BEING the same lot of ground which by Deed dated October 3, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 598, folio 380, was conveyed by Pacific Holding Corporation to Blanche V. Dixon, unmarried, who subsequently died intestate, August 3, 1953, leaving as her only heirs at law, Rosetta Lewis and Edward Schuyler Wise.

AND BEING the same property which was conveyed to the within named Mortgagors, Clementine F. Brown and Adelaide Earl Brown, as Joint Tenants, by Deed from Rosetta Lewis, widow, and Edward Schuyler Wise, single, of even date herewith, and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

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

It is hereby agreed that this mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

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

To have and to hold the said lot(s) of ground and premises unto the said body corporate, party hereto of the second part, its successors and assigns, in fee simple, forever, SUBJECT, HOWEVER, to restrictions of record.

If, however, the said Mortgagor(s), his, her or their heirs, personal representatives or assigns, shall make the payments and perform the covenants herein on his, her or their part contained, then this mortgage shall be void.

And the said mortgagor(s) Clementine F. Brown and Adelaide Earl Brown, Joint Tenants for themselves and their heirs, personal representatives or assigns, covenant(s) with the said Enterprise Federal Savings and Loan Association of Annapolis, Md., as follows:

I. To repay the indebtedness, together with interest, as herein provided.

II. To keep the buildings on the premises insured against loss by fire and other hazards for the benefit of the mortgagee in some company acceptable to the mortgagee, to the extent of its lien thereon, and to deliver the policy to the mortgagee.

III. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time.

IV. To pay all taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The mortgagee being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of 6 % per annum from the date of said payment, and said mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon.

V. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

VI. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the mortgagor(s), by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided.

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the aforegoing covenants for thirty days, only, however, after notice and demand in either event having been served on the mortgagor(s) in person or by mail, to the mortgagors' last known address.

And it is agreed that until default is made, the said mortgagor(s), his, her or their heirs, personal representatives or assigns may retain possession of the mortgaged property.

And the said mortgagor(s) consent(s) that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Section 720 to 732 inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898—or any supplement thereto—or this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said mortgagee, its successors or assigns, or by Samuel M. Ivrey, its duly constituted Attorney or Agent, under Article LXVI, Sections 6 to 10, inclusive, of the Maryland Code (1939) Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages. And upon any sale of said property, under the powers herein granted, the proceeds shall be applied as follows:

First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property equal to the commission usually allowed Trustees for making sale of similar property by virtue of a Court having equity jurisdiction, and a reasonable Attorney's fee to the Attorney conducting the foreclosure proceedings, but not less than thirty-five dollars;

Second, to the extinguishment of all claims of the mortgagee, its successors or assigns; and

Third, the balance, if any, to the said mortgagor(s), his, her or their heirs, personal representatives or assigns.

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

WITNESS the Hand(s) and Seal(s) of the said Mortgagor(s).

WITNESS:

Betty E. Parks
Betty E. Parks; as to both

Clementine F. Brown (SEAL)
Clementine F. Brown

(SEAL)

Adelaide Earl Brown (SEAL)
Adelaide Earl Brown

(SEAL)

LIBER 103 PAGE 113

LIBER 985 PAGE 319

1956 Nov 26 PM 1:36

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 3rd. day of December in the year one thousand nine hundred and fifty-five, , before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Clementine F. Brown and Adelaide Earl Brown, Joint Tenants, , 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.

Betty E. Parks
Betty E. Parks; Notary Public.

My commission expires on

May 6, 1957.

Rec'd for record Dec. 5, 1955, at 2:10 P.M.
Per George T. Cromwell, Clerk.
Mailed to Samuel M. Ivrey

Mortgage

FROM

CLEMENTINE F. BROWN and

ADELAIDE EARL BROWN, Joint Tenants

TO

ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MD.

Property Lot 16, Blk B, Venice Beach, Second Election District, Anne Arundel County, State of Maryland.

Received for record 5 DEC 1955 at 2:10 o'clock P M.

Same day recorded in Liber GTC No. 985 folio 316 &c. one of the Land Records of Anne Arundel County and examined per GEORGE T. CROMWELL, Clerk.

Cost of Record $ 7.75

SAMUEL M. IVREY
ATTORNEY AT LAW
144 GLOUCESTER STREET
ANNAPOLIS, MD.

FILE IN EQUITY 11,949

#2 M

Property

Description approved

Execution approved

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
DEC NOV 26 PM 1:45
& RECORDED IN LIBER GTC NO. 985 FOLIO 316
GEO. T. CROMWELL, CLERK

FOR VALUE RECEIVED, the Enterprise Federal Savings and Loan Association, a body corporate, hereby assigns the above and within Mortgage unto Samuel M. Ivrey, Attorney named in the Mortgage, for the purpose of foreclosure or collection.

AS WITNESS its corporate seal and the signature of R. Gardiner Chaney, its president, this 5th day of November, 1956.

ATTEST:

Samuel M. Ivrey, Secretary

ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION
by: R. Gardiner Chaney
R. Gardiner Chaney, President

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
CLEMENTINE F. BROWN and	*	FOR
ADELAIDE EARL BROWN, Joint Tenants	*	ANNE ARUNDEL COUNTY
	*	NO. 11949 EQUITY

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

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage claim of Enterprise Federal Savings and Loan Association of Annapolis, Maryland, under Mortgage to the said Association from Clementine F. Brown and Adelaide Earl Brown, as Joint Tenants, dated December 3rd, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 985, folio 316, said Mortgage being in default.

Balance due upon principal	$ 7,560.22
Interest to 12/19/56	23.94
	$ 7,584.16

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 21st day of November, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared R. Gardiner Chaney, President of the Enterprise Federal Savings and Loan Association of Annapolis, Maryland, and made oath in due form of law that the aforegoing is a true statement of the amount remaining due on its Mortgage claim described herein, and that it has not received any security or any satisfaction therefor other than the Deed of Mortgage in said statement mentioned.

AS WITNESS my Hand and Notarial Seal.

Betty E. Parks
Betty E. Parks - Notary Public

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED
1956 NOV 26 PM 1:36

6

LIBER 103 PAGE 115

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

IN THE MATTER OF THE MORTGAGED

REAL ESTATE OF CLEMENTINE F.

~~XXX~~

BROWN and ADELAIDE EARL BROWN,
Joint Tenants

IN THE

Circuit Court

OF

~~BALTIMORE CITY~~
Anne Arundel County

Equity No. 11,949
~~Docket~~ ..... ~~Folio~~ .....

Military Affidavit

STATE OF MARYLAND, ~~CITY OF BALTIMORE~~ Anne Arundel County, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said ~~City~~ County, personally appeared Samuel M. Ivey

and made oath in due form of law that he (she) knows the defendant herein, and that to the best of his (her) information, knowledge and belief

(1) said defendant is not in the military service of the United States,

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

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

(4) said defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for military service.

Samuel M. Ivey
Affiant.

Subscribed and sworn to before me
this 21st day of Nov. 19 56.

Betty E. Parks
Notary Public
Betty E. Parks

BETTY E. PARKS NOTARY PUBLIC

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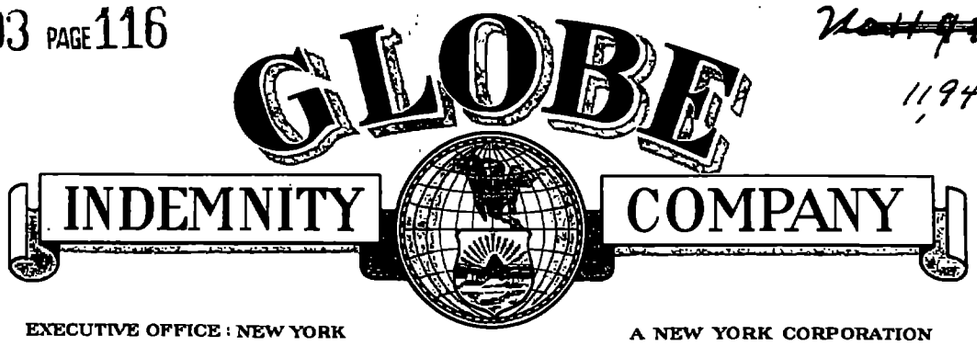
7

G 22096

LIBER 103 PAGE 116

~~No. 11949 Equity~~
11,949 Equity

GLOBE INDEMNITY COMPANY



EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, SAMUEL M. IVREY, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, areheld and firmly bound unto the State of Maryland in the full and just sum of EIGHT THOUSAND DOLLARS ($8,000.00) - - - - - current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 19th Day of December, 1956.

WHEREAS, by virtue of a power of sale contained in a mortgage from Clementine F. Brown and Adelaide Earl Brown to Enterprise Federal Savings and Loan Association bearing date on or about the Third Day of December, 1955 the said SAMUEL M. IVREY is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or in the interest thereon in whole or in part; and WHEREAS, default has been made in the payment of the interest and principal aforesaid, and the said SAMUEL M. IVREY is about to execute said power and make sale o f the property described as aforesaid in said mortgage.

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

SIGNED, sealed and delivered in the presence of

Kathleen Meench
Kathleen Meench, as to both

Samuel M. Ivrey (SEAL)
Samuel M. Ivrey PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

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

Bond approved this 19th day of December, 1956.
George F. Cromwell
Clerk

FILED
1956 DEC 19 PM 11:48

GEORGE W. SCIBLE - - - - - - - - - - - - - - AUCTIONEER

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

VENICE BEACH, ANNE ARUNDEL COUNTY, MARYLAND

UNDER AND BY VIRTUE of the power of sale contained in the Mortgage from Clementine F. Brown and Adelaide Earl Brown, as Joint Tenants, dated December 3rd, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 985, folio 316, the undersigned, as Attorney named in the Mortgage to foreclose in event of default, default having occurred, will offer for sale at public auction at the Court House Door, Annapolis, Maryland, on

WEDNESDAY, DECEMBER 19th, 1956

at 2 o'clock, P. M.

ALL THAT LOT, piece or parcel of ground situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland, and described as follows:

ALL THAT LOT of ground situate in the Second Election District of Anne Arundel County, Maryland, in the development known as "Venice Beach," which is designated as Lot No. 16 of Block "B" on the Plat of Venice Beach, duly recorded among the Land Records of said County in Plat Book F.S.R. No.2, folio 40.

BEING THE SAME lot of ground which by deed dated December 3, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 985, folio 314, was conveyed to Clementine E. Brown and Adelaide Earl Brown, as Joint Tenants, by Deed from Rosetta Lewis, widow, and Edward Schuyler Wise, single.

THE SAID PROPERTY being improved by a frame and stucco dwelling, containing seven rooms and bath. Waterfront property.

TERMS OF SALE: A deposit of Ten (10) per cent of the purchase price will be required of the purchaser or purchasers on the day of sale; balance of the purchase money with interest thereof at the rate of 6% per annum, to be paid in cash upon final ratification of sale. Taxes and all other assessments to be adjusted to the day of sale. For further particulars, apply to:

SAMUEL M. IVREY,
Attorney Named in the Mortgage,
144 Gloucester Street,
Annapolis, Maryland.

9

I/We hereby certify that I/We purchased the property described on the reverse side of this Handbill at and for the price of $ 6,050.00 and I/We agree to abide by the terms therein.

WITNESS my/our Hand and Seal this 19th. day of December, 1956.

WITNESS:

Samuel W. Owen.

Susie A. Elliott (SEAL)

Rosetta Lewis (SEAL)
by- Susie A. Elliott

I hereby certify that I sold property described on the reverse side of this Handbill to ROSETTA LEWIS AND SUSIE ELLIOTT at and for the price of $ 6,050.00 he/they, being then and there the highest bidder therefor.

WITNESS my Hand and Seal this 19th. day of December, 1956.

WITNESS:

Samuel W. Owen.

(SEAL)
Auctioneer

FILED
1956 DEC 20 AM 10:30

10

Evening Capital

LIBER 103 PAGE 119

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
CLEMENTINE F. BROWN and	*	FOR
ADELAIDE EARL BROWN, Joint Tenants	*	ANNE ARUNDEL COUNTY
	*	NO. 11,949 EQUITY

* *

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Samuel M. Ivrey, Attorney named in the Mortgage, filed in these proceedings, authorized to make sale of the property therein mentioned in the event of default thereunder respectfully shows:

That the said Mortgage being in default, having given Bond with surety which was duly approved and having given 20 days' notice of time, place manner and terms of sale by advertisement in the "Evening Capital", a newspaper printed and published in Anne Arundel County, he did, pursuant to said notice of sale attend in person at the Courthouse Door in the City of Annapolis, Maryland, on Wednesday, December 19, 1956, at 2 o'clock P.M., the time and place mentioned in said advertisement and then and there in the presence of a number of persons, did proceed to sell at public sale the property mentioned in said Mortgage to wit:

ALL that lot, piece or parcel of ground situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland, and described as follows:

ALL that lot of ground situate in the Second Election District of Anne Arundel County, Maryland, in the development known as "Venice Beach," which is designated as Lot No. 16 of Block "B" on the Plat of Venice Beach, duly recorded among the Land Records of said County in Plat Book F.S.R. No. 2, folio 40.

BEING the same lot of ground which by Deed dated December 3, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 985, folio 314, was conveyed to Clementine F. Brown and Adelaide Earl

LAW OFFICES
AMUEL M. IVREY
ANNAPOLIS, MD.

FILED
1956 DEC 20 AM 10:30

Brown, as Joint Tenants, by Deed from Rosetta Lewis, Widow and Edward Schuyler Wise, Single.

Said property being sold to Susie A. Elliott and Rosetta Lewis, at and for the sum of Six Thousand Fifty and 00/100 ($6,050.00) Dollars, they being at that price then and there the highest bidder therefor.

The said purchasers have agreed to comply with the terms of sale. The agreement of the purchasers, certificate of the auctioneer and report of sale are filed herewith, all of which is respectfully submitted.

AND, as in duty bound, etc.

Samuel M. Ivrey, Atty.

Samuel M. Ivrey, Attorney named in the Mortgage

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY that on this 19th. day of December, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Samuel M. Ivrey, Attorney named in the Mortgage, and made oath in due form of law that the matters and things set forth in the aforegoing Report of Sale are true as therein set forth and that said sale was fairly made.

AS WITNESS my Hand and Notarial Seal.

Betty E. Parks

Betty E. Parks - Notary Public

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

LIBER 103 PAGE 121

ORDER NISI

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF

xxxxx

CLEMENTINE F. BROWN and
ADELAIDE EARL BROWN, Joint Tenants

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,949 Equity

Ordered, this 20 day of December, 1956. That the sale of the Property in these Proceedings mentioned, made and reported by Samuel M. Ivrey, Attorney Named in Mortgage, xxxxx

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

The report states that the amount of sale ~~xxxxx~~ was $ 6,050.00

George T. Cromwell Clerk.

FILED 1956 DEC 20 AM 11:52

True Copy.

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF

xxxxx

CLEMENTINE F. BROWN and
ADELAIDE EARL BROWN, joint Tenants

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~~ Attorney 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 11:28

13

LIBER 103 PAGE 122 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. 11,949 Equity
IN THE MATTER OF THE MORTGAGED REAL ESTATE OF CLEMENTINE F. BROWN and ADELAIDE EARL BROWN, Joint Tenants.

Ordered, this 20th day of December, 1956, That the sale of the Property in these Proceedings mentioned, made and reported by Samuel M. Ivrey, Attorney Named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 23rd 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 23rd day of January next.

The report states that the amount of sale was $8,050.00.

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

GEORGE T. CROMWELL, Clerk.

J-11

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 17, 1957

We hereby certify, that the annexed

Order Nisi Sale
Eq. 11,949

Clementine F. Brown

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 23rd day of January, 1957 The first insertion being made the 21st day of December, 1956

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
1957 JAN 26 AM 9:48

No. E.C. 9296

14

In the Case of

In the Matter of the
Mortgaged Real Estate
of
xVS.
Clementine F. Brown
and
Adelaide Earl Brown, joint tenants

In the

Circuit Court

For

Anne Arundel County

No. 11,949 Equity

To the Honorable, the Judges of said Court:

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

March 9, 1957

All of which is respectfully submitted.

Laura K. Eckling
Auditor.

Dr. in ac.

In the Matter of the Mortgaged Real Estate of Clementine F. Brown and Adelaide Earl Brown, Joint Tenants

To Assignee for Commissions, viz:	213	43		
To Assignee for Fee, viz:	35	00	248	43
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	43	76		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	10	89		
Globe Indemnity Co. - bond premium	32	00		
George W. Scible - auctioneer's fee	30	00		
One-half Federal documentary stamps	3	58		
One-half State documentary stamps	3	57		
Clerk of Court - recording assignment	1	00		
Betty Parks - notary fees	1	50	140	30
To Enterprise Federal Savings & Loan Ass'n of Annapolis, Maryland, mortgagee - this balance on account mortgage claim	5,677	36	5,677	36
			6,117	59
Amount of mortgage claim filed	7,584	16		
Cr. Amount allowed above	5,677	36		
Balance subject to decree in personam	1,906	80		

with

Samuel M. Ivrey, Assignee

Cr.

1956						
Dec.	19	Proceeds of Sale	6,050	00		
		Interest on deferred payment ($5,445.00) to 3/1/57	64	47	6,114	47
		Refund 1956 State and County taxes ($101.20) - 12 days	3	12	3	12
					6,117	59

17

1957 MAR 11 AM 11:10
FILED

ORDER NISI LIBER 103 PAGE 126

In the Matter of the Mortgaged
Real Estate
of ~~VERSUS~~
Clememtine F. Brown
and
Adelaide Earl Brown, Joint Tenants

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 11,949 Equity.

ORDERED, This 11th day of March, 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 15th 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 15th day of April next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 17th 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.

Benjamin Nicholson
Judge

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1957 APR 17 PM 3:25

18

LIBER 103 PAGE 127

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. 11,949 Equity

In The Matter Of The Mortgaged Real Estate Of CLEMENTINE F. BROWN, and ADELAIDE EARL BROWN, Joint Tenants.

Ordered, this 11th 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 15th 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 15th day of April next.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:

GEORGE T. CROMWELL, Clerk

M-26

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 15, 1957

We hereby certify, that the annexed Order Nisi - And. Acct. No. 11949 Equity Clementine F. Brown

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 15th day of April, 1957. The first insertion being made the 12th day of March, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

FILED

1957 APR 16 AM 11:04

No. E.C. 10478

19

LIBER 103 PAGE 128

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE	*	FOR
OF DANIEL A. PINDELL, Widower	*	ANNE ARUNDEL COUNTY
	*	NO. 11,783 EQUITY

****

ORDER TO DOCKET SUIT

****

Mr. Clerk:

Please file the original mortgage in this foreclosure suit.

John Demyan, Jr.
Attorney named in the Mortgage

FILED

1956 JUN 19 AM 11:38

LIBER 103 PAGE 129
LIBER 992 PAGE 122

Equity

This Mortgage, Made this 30th day of December, 1955, by and between Daniel Pindell, Widower - - - - - - - - - - - - - - - - - -

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

WHEREAS, the said MORTGAGORS as a condition precedent to said loan have agreed to SHARES-PLAN ☐ A ☒ B ☐ C ☐ GI as herein indicated, and being the holder of -35- shares of unredeemed stock of said body corporate and a member thereof, have received from said body corporate an advance of $ 3,500.00 which is the par value of said shares of stock when fully paid up and completed, in the contemplation of the object and purpose of said Association, and in order to secure the full payment and completion of said shares of stock, said body corporate in accordance with its present constitution and by-laws, said MORTGAGORS have agreed to execute this Mortgage, the execution hereof being a condition precedent to said advance being made by said Association.

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

BEGINNING for the same at a point in the Northerly line of the Earleigh Heights Road, said point being on the division line between the lands of Daniel Thomas and Daniel Pindell, and running thence along said division line North 18 degrees 54 minutes West 1071.85 feet, thence along the Northerly line of the land of said Daniel Pindell North 71 degrees 45 minutes East 448.60 feet; thence along the division line between said Daniel Pindell and Walter Johnson, Sr., et als., South 18 degrees 54 minutes East 1136.64 feet to a point in the Northerly line of said Earleigh Heights Road; thence along the Northerly line of said road the following three courses and distances: South 53 degrees 26 minutes West 82.45 feet; South 74 degrees 21 minutes, 30 seconds West 83.38 feet; South 88 degrees 35 minutes West 300 feet to the place of beginning. Containing 11.4 acres.

BEING the same property which the said Mortgagor acquired from H. Malvin Bull, Assignee, by deed dated January 7, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H:H. 733, folio 135.

FILED
1956 JUN 19 AM 11:38

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

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

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

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

AND the said MORTGAGORS, for themselves, their heirs, executors, administrators and assigns, covenant with the said MORTGAGEE, its successors and assigns, to pay and perform as follows, viz: to pay to the said MORTGAGEE, its successors and assigns, the monthly sum of $ 17.50 as dues at every regular monthly meeting of said MORTGAGEE until the full sum of the loan shall be repaid; and also pay at the time aforesaid, as interest, the monthly sum of $ 17.50 until the sum of one hundred dollars shall be repaid in monthly dues, then said monthly payments of interest shall be reduced fifty cents, and so on as often as one hundred dollars shall be so repaid in dues, the monthly payments of interest shall be reduced fifty cents; and to pay all public dues, monthly expenses and assessments for which the property hereby mortgaged may become liable when payable; and to pay all fines that may be imposed on him, them or it by said MORTGAGEE, in accordance with the by-laws, and to keep the improvements on said ground fully insured from loss by fire for the use of the MORTGAGEE.

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

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

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

AND the said MORTGAGORS for themselves, their personal representatives and assigns do further covenant to insure and pending the existence of this mortgage, to keep insured in some good company selected by the said MORTGAGEE, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least $ 3,500.00 and to cause the policy to be effected thereon, to be so framed or indorsed, as in case of fire, to inure to the benefit of said MORTGAGEE, to the extent of its lien or claim hereunder, and to deliver said policies to said MORTGAGEE, its successors and assigns.

WITNESS the hands and seals of the MORTGAGORS.

TEST:

Fred W. Kuethe

Fred W. Kuethe

Daniel Pindell (SEAL)

Daniel Pindell

..... (SEAL)

..... (SEAL)

..... (SEAL)

4

LIBER 103 PAGE 132

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT: LIBER 992 PAGE 125

I HEREBY CERTIFY, That on this 30th day of December, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Daniel Pindell and acknowledged the foregoing mortgage to be their act. And at the same time also personally appeared Joseph D. Groh -- - - - - - - - - - - - - the - - President of THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION of Anne Arundel County, Maryland, Mortgagee, and made oath in due form of law, that the consideration named in the aforegoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

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

Fred W. Kuethe
Fred W. Kuethe Notary Public.

Rec'd for record Dec. 30 1955, at 2:55 P.M.
Mailed to John Demyan, Jr.

Mortgage

FROM

DANIEL PINDELL, Widower

TO THE

GLEN BURNIE
SAVINGS AND LOAN ASSOCIATION
Of Anne Arundel County.

MORTGAGE ACCOUNT NO. 3348

Received for Record 30 Day of DEC. 1955, at 2:55 P.M. and the same day recorded in Liber G.T.C. No. 992 Fol. 122 Land Records of Anne Arundel County
GEORGE T. CROMWELL, Clerk

LAW OFFICE
JOHN DEMYAN, JR.
ANNAPOLIS — GLEN BURNIE
MARYLAND

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

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

ATTEST:

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

..... Secretary.

By..... President.

LIBER 103 PAGE 133

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT FOR
MORTGAGED REAL ESTATE	*	ANNE ARUNDEL COUNTY
OF DANIEL PINDELL, Widower	*	NO. 11,783 EQUITY

****

STATEMENT OF CLAIM

****

Advanced to Mortgage Loan		$ 3,500.00
Interest from January 31, 1956 to July 31, 1956	$105.00	
Late Fines from March 31, 1956 to July 31, 1956	28.00	
Insurance Premium	15.50	148.50
TOTAL Amount due under the Mortgage		$ 3,648.50

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

BY Fred W. Kuethe
Fred. W. Kuethe
Secretary

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 15th day of June, 1956; before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Fred. W. Kuethe, Secretary of The Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate, and he made oathin due form of law that the foregoing Statement of Claim or Account is true and correct as shown on the books of the Association.

WITNESS my hand and Notarial Seal.

Amelia H. Tubman
Amelia H. Tubman
Notary Public

NOTARY PUBLIC

FILED
1956 JUN 19 AM 11:38

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

MORTGAGE SALE Of Valuable Fee Simple Property

ALL that parcel of ground in the Third Election District of Anne Arundel County, State of Maryland.

UNDER and by virtue of the power of sale and authority contained in a Mortgage from Daniel Pindell, Widower, dated December 30, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 992, Folio 122, (default having occurred thereunder), the undersigned Attorney named in the Mortgage, will sell at public auction, on the Premises: on

WEDNESDAY JULY 18th, 1956

at 11 o'clock A.M.

ALL that parcel of ground, situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland; and described as follows:

BEGINNING for the same at a point in the Northerly line of the Earleigh Heights Road, said point being on the division line between the lands of Daniel Thomas and Daniel Pindell, and running thence along said division line North 18 degrees 54 minutes West 1071.85 feet, thence along the Northerly line of the land of said Daniel Pindell North 71 degrees 45 minutes East 448.60 feet; thence along the division line between said Daniel Pindell and Walter Johnson, Sr., et als., South 18 degrees 54 minutes East 1136.64 feet to a point in the Northerly line of said Earleigh Heights Road; thence along the Northerly line of said road the following three courses and distances: South 53 degrees 26 minutes West 82.45 feet; South 74 degrees 21 minutes, 30 seconds West 83.38 feet; South 88 degrees 35 minutes West 300 feet to the place of beginning. Containing 11.4 acres.

BEING the same property which the said Mortgagor acquired from H. Melvin Bull, Assignee, by deed dated January 7, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 733, Folio 135.

IMPROVEMENTS: Four-room Frame Dwelling.

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, and to bear interest at 6% from the date of sale to date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments shall be adjusted to date of sale.

JOHN DEMYAN, JR.
Attorney named in Mortgage.
(George Scible)
Auctioneer. To July 12

LIBER 103 PAGE 134

OFFICE OF

THE STAR

GLEN BURNIE, MD., July 13 19 56

THIS IS TO CERTIFY, that the annexed advertisement of

Mortgage Sale of Valuable Fee Simple Property

was inserted in THE ANNE ARUNDEL STAR, a weekly newspaper and published in Anne Arundel County, Maryland, once a week for four successive weeks before the 13th day of July 19 56, that is to say the same was inserted in the issues of June 21, 28, July 5 and 12, 1956.

STROMBERG PUBLICATIONS, Inc.
Publisher.

By Gladys M. Rowley

Filed 18 July, 1956.

IN THE MATTER OF THE MORTGAGED REAL	*	
	*	
ESTATE OF DANIEL PINDELL, Widower	*	IN THE CIRCUIT COURT FOR
	*	ANNE ARUNDEL COUNTY
vs.	*	
	*	NO. 11, 783 Equity
	*	
	*	
	*	

Military Affidavit

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY That, before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared John Demyan, Jr, Attorney named in the Mortgage

and made oath in due form of law that he (~~she~~) knows the defendant herein, and that to the best of his (~~her~~) knowledge, information 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,

John Demyan, Jr.
Affiant

Subscribed and sworn to before me

this 18 day of July, 1956

Amelia H. Tubman, Notary Public

Notary Public

Filed 18 July, 1956.

Judicial 13—Maryland—Mortgagee's or Attorney's Bond

LIBER 103 PAGE 136

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND EQUITY 11783

BOND OF ATTORNEY

TO SELL REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS: That we, John Demyan, Jr.,

of Glen Burnie, Maryland

as Principal, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Four Thousand and 00/100 - - - - - - - - - - - - - - - - - - - Dollars ($ 4,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 18th day of July, in the year of our Lord, nineteen hundred and fifty-six.

WHEREAS, the above bounden John Demyan, Jr.

by virtue of the power contained in a mortgage from Daniel Pindell, Widower to Glen Burnie Savings and Loan Association bearing date the 30th day of December, 19 55 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 992 Folio 122

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 Demyan, Jr.

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

Signed, sealed and delivered

in the presence of

B. D. Morrell

John Demyan, Jr. (SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Howard J. McNamara

Howard J. McNamara
Attorney in fact.

Approved this 18 July, 1956
George T. Cromwell, Clerk.

Filed 18 July, 1956.

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

MORTGAGE SALE

OF VALUABLE

Fee Simple Property

ALL THAT PARCEL OF GROUND
IN THE THIRD ELECTION DISTRICT OF
ANNE ARUNDEL COUNTY,
STATE OF MARYLAND

UNDER and by virtue of the power of sale and authority contained in a Mortgage from Daniel Pindell, Widower, dated December 30, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 992, Folio 122, (default having occurred thereunder), the undersigned Attorney named in the Mortgage, wil sell at public auction, on the Premises; on

WEDNESDAY, JULY 18th, 1956

AT 11 O'CLOCK A.M.

ALL that parcel of ground, situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland; and described as follows:

BEGINNING for the same at a point in the Northerly line of the Earleigh Heights Road, said point being on the division line between the lands of Daniel Thomas and Daniel Pindell, and running thence along said division line North 18 degrees 54 minutes West 1071.85 feet, thence along the Northerly line of the land of said Daniel Pindell North 71 degrees 45 minutes East 448.60 feet; thence along the division line between said Daniel Pindell and Walter Johnson, Sr., et als., South 18 degrees 54 minutes East 1136.64 feet to a point in the Northerly line of said Earleigh Heights Road; thence along the Northerly line of said road the following three courses and distances: South 53 degrees 26 minutes West 82.45 feet; South 74 degrees 21 minutes, 30 seconds West 83.38 feet; South 88 degrees 35 minutes West 300 feet to the place of beginning. Containing 11.4 acres.

BEING the same property which the said Mortgagor acquired from H. Melvin Bull, Assignee, by deed dated January 7, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 733, Folio 135.

IMPROVEMENTS: Four-room Frame Dwelling.

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, and to bear interest at 6% from the date of sale to date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments shall be adjusted to date of sale.

JOHN DEMYAN, JR.
Attorney named in Mortgage.

Filed 18 July, 1956.

July 18, 1956

I hereby Certify that I have Sold the within property at Public Sale on the premises unto Dorothy A. Goudy for $4100.00

Witness:

Hugh K. Holmes

George W. Sible
George W. Sible
Auctioneer

July 18, 1956

I hereby agree to purchase the property subject to the terms of sale, for $4100.00.

Witness

H. Chester Goudy

Dorothy A. Goudy
Dorothy A. Goudy
McKinsey Road
Severna Park, Md.

Filed 18 July, 1956.

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE	*	FOR
OF DANIEL PINDELL, Widower	*	ANNE ARUNDEL COUNTY
	*	No. 11,783 EQUITY

****

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

That under and by virtue of a power of sale contained in a mortgage from Daniel Pindell, Widower, to The Glen Burnie Savings and Loan Association of Anne Arundel County, dated December 30, 1955, and recorded among the Land Records of Anne Arundel County, in G.T.C. 992, Folio 122; the said John Demyan, 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, 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 described, at public auction, on the premises, July 18th---------- 1956, at 11 o'clock A.M. and then and there sold the said property to Dorothy A.Goudy----------at and for the sum of Forty One Hundred -------- ($ 4100.00), being at that figure the highest bidder therefor, said property being the following:

ALL that parcel of ground, situated, lying and being in the Third Election District of Anne Arundel County, State of Maryland, and described as follows:

> BEGINNING for the same at a point in the Northerly line of the Earleigh Heights Road, said point being on the division line between the lands of Daniel Thomas and Daniel Pindell, and running thence along said division line North 18 degrees 54 minutes West 1071.85 feet, thence along the Northerly line of the land of said Daniel Pindell North 71 degrees 45 minutes East 448.60 feet; thence along the division line between said Daniel Pindell and Walter Johnson, Sr., et als., South 18 degrees 54 minutes East 1136.64 feet to a point in the Northerly line of said Earliegh Heights Road; thence along the Northerly line of said road the following three courses and distances: South 53 degrees 26 minutes West 82.45 feet; South 74 degrees 21 minutes, 30 seconds West 83.38 feet; South 88 degrees 35 minutes West 300 feet to the place of beginning. Containing 11.4 acres.

BEING the same property which the said Mortgagor acquired from

Filed 18 July, 1956.

H. Melvin Bull, Assignee, by deed dated January 7, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 733, Folio 135.

AND the said Attorney further reports that he has received from the 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 $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, and to bear interest at 6% from the date of sale to date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

AND the said Attorney further states that the said sale was fairly made to the highest bidder, aforesaid.

Respectfully submitted,

John Demyan, Jr.
Attorney named in the Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit;

I HEREBY CERTIFY, that on this 18th day of July, 19__; before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared John Demyan, 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.

WITNESS my hand and Notarial Seal.

Amelia H. Tubman
AMELIA H. TUBMAN
Notary Public

LIBER 103 PAGE 141

ORDER NISI

IN THE MATTER OF THE MARTGAGED
REAL ESTATE OF

~~XXXXX~~

DANIEL PINDELL, Widower

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,783 Equity

Ordered, this 18th day of July, 1956, That the sale of the property in these proceedings mentioned made and reported by JOHN DEMYAN, Jr., Attorney Named in Mortgage ~~Trustees~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 27th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 27th day of August next.

The report states that the amount of sales ~~xxxx~~ was $4100.00

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Filed 18 July, 1956.

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF

~~XXXXX~~

DANIEL PINDELL, Widower

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 3d day of October, 1956, that the sale made and reported by the ~~Trustee~~ Attorney aforesaid, be and the same is hereby ~~Ratified~~ Finally and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

FILED
1956 OCT -3 PM 3:28

14

Judicial 13—Maryland—Mortgagee's or Attorney's Bond

Additional Bond

LIBER 103 PAGE 142

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

No. 11,783 Equity

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF
DANIEL PINDELL, Widower

BOND OF Attorney
TO SELL Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, John Demyan, Jr.,

16 Crain Highway, Glen Burnie, Maryland

as Principal ,
and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of One Hundred and 00/100 - Dollars ($ 100.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

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

WHEREAS, the above bounden John Demyan, Jr.

by virtue of the power contained in a mortgage from Daniel Pindell, Widower, to Glen Burnie Savings and Loan Association bearing date the 30th day of December, 19 55 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 992 Folio 122

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 Demyan, Jr.

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

Signed, sealed and delivered
in the presence of
Amelia H. Dubman

John Demyan, Jr. (SEAL)
(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Howard J. McNamara
Attorney in fact.

FILED
1956 AUG 11 AM 8:59

Approved this 11 Aug 1956
George T. Cromwell, Clerk.

15

LIBER 103 PAGE 143

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. 11,783 EQUITY

In The Matter Of The Mortgaged Real Estate Of
DANIEL PINDELL, Widower.

Ordered, this 18th day of July, 1956, That the sale of the property in these proceedings mentioned made and reported by JOHN DEMYAN, JR., Attorney Named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 27th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 27th day of August next.

The report states that the amount of sales was $4100.00.

GEORGE T. CROMWELL, Clerk.

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

a-16

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 13, 1956

We hereby certify, that the annexed

Order Nisi Sale
Eq. 11,783

Daniel Pindell

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for three successive weeks before the 27th day of August, 1956. The first insertion being made the 27th day of July, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By [illegible]

FILED
1956 OCT 8 AM 9:17

No. M.G. 5554

16

LIBER 103 PAGE 144

In the Case of

In the Matter of the
Mortgaged Real Estate
of
vs.

Daniel A. Pindell,
Widower

In the

Circuit Court

For

Anne Arundel County

No. 11,783 Equity

To the Honorable, the Judges of said Court:

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

November 23, 1956

All of which is respectfully submitted.

Laura R. Fickling
Auditor.

Dr. In the Matter of the Mortgaged Real Estate of Daniel A. Pindell, in ac. Widower

To Attorney for Fee, viz:	25	00		
To Attorney for Commissions, viz:	154	69	179	69
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's Appearance fee	10	00		
Clerk of Court - Court costs	30	00		
Auditor - stating this account	13	50	53	50
To Attorney for Expenses, viz:				
The Star - advertising sale	46	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	10	42		
U. S. Fidelity & Guaranty Co. - bond premiums	16	40		
George W. Scible - auctioneer's fee	35	00		
One-half Federal documentary stamps	2	48		
One-half State documentary stamps	2	47		
Amelia H. Tubman - notary fees	1	50	128	27
To Attorney for Taxes, viz:				
1956 State and County taxes - adjusted- 6 months 18 days	17	89	17	89
To The Glen Burnie Savings & Loan Ass'n of Anne Arundel County - in full for mortgage claim filed	3,648	50	3,648	50
To Daniel Pindell, mortgagor - this balance	128	55	128	55
			4,156	40

with John Demyan, Jr., Attorney named in Mortgage Cr.

1956						
July	18	Proceeds of Sale	4,100	00		
		Interest on deferred payment of $3,600.00 to 10/22/56	56	40	4,156	40
					4,156	40

LIBER 103 PAGE 147

ORDER NISI

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

Daniel A. Pindell,
Widower

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 11,783 Equity.

ORDERED, This 5th day of ~~November~~ December, 19 56, That the Report and Account of the Auditor, filed this day in the above entitled cause,

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

Filed 5 Dec. 1956; 9:30 A.M.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 8th day of February, 1957, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ Mortgagee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Matthew S. Evans
Judge

FILED
1957 FEB -9 AM 10:29

LIBER 103 PAGE 148

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 5, 1957

We hereby certify, that the annexed

Order Nisi. Eq. 11,783
Auditor Account

Daniel A. 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 14th day of January, 1957. The first insertion being made the 13th day of December, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M.G. 9260

FILED
1957 FEB -7 PM 2:47

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,783 Equity

In The Matter Of The Mortgage Real Estate Of DANIEL A. PINDELL, WIDOWER.

Ordered, this 5th day of December, 1956, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 14th day of January next. Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14th day of January next.

GEORGE T. CROMWELL, Clerk

True Copy: Test:

GEORGE T. CROMWELL, Clerk

D-27

Z.1

JOHN B. ROWE, ASSIGNER	*	IN THE CIRCUIT COURT
vs.	*	FOR
HARRY J. ROBERT, JR. and MARY C. ROBERT, his wife.	*	ANNE ARUNDEL COUNTY
	*	IN EQUITY No. 11,980

* * * * *

MR. CLERK:

Please docket the above entitled case and file therein Plaintiff's Exhibit No. 1, being a mortgage from the Defendants to First Federal Savings & Loan Association of Brooklyn dated December 11, 1952, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 727 folio 270. Said mortgage having been assigned on November 27, 1956, to John B. Rowe for the purpose of foreclosure.

John B. Rowe
Attorney for Plaintiff

FILED
1956 DEC 29 AM 9:10

LIBER 103 PAGE 150

LIBER 727 PAGE 270

INSPECTED E. BOLSTLER C. P. A.

CITY OR COUNTY—FEE OR LEASEHOLD

This Mortgage, made this 11th day of December, in the year one thousand nine hundred and fifty-two, between HARRY J. ROBERT, JR. and MARY C. ROBERT, his wife, of Anne Arundel County, in the State of Maryland, Mortgagor(s), and FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN a body corporate, duly incorporated, Mortgagee.

Plaintiffs Exhibit "No 1"

John B. Rowe, Assignee vs Harry J. Robert Jr. & wife

Whereas the said Mortgagee has this day loaned to the said Mortgagors the sum of Seven Thousand (7000.00)- - - - - - - - - - - - - - - - - - - dollars, being the balance of the purchase money for the Property herein described, which said sum the said Mortgagor(s) agree(s) to repay in installments with interest thereon from the date hereof, at the rate of 6 % per annum, in the manner following:

By the payment of Fifty & 16/100-($50.16)- - - - - - - - - - - - - - - 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~~ fully paid, interest to 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 rent, insurance premiums and other charges affecting the hereinafter described premises;

THIRD: Towards the payment of the aforesaid principal sum;

FOURTH: This loan may be prepaid, in whole or in part, and when the amount prepaid in any one year equals or exceeds twenty per cent of the original principal amount of the loan, ~~in any one year~~ Six months' interest on the amount prepaid in excess of said twenty per cent, will be charged as a consideration for the acceptance of such prepayment.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now therefore, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said Mortgagors do(th) grant, convey and assign unto said Mortgagee its successors and assigns, all that lot, piece, or parcel of ground situate and lying in Anne Arundel County, State of Maryland, and described as follows:

FILED 1956 DEC 29 AM 9:10

BEGINNING for the same on the westmost side of Munroe Circle, as laid out 40 feet wide, on the plat of Munroe Circle, filed among the Land Records of Anne Arundel County in Plat Cabinet 4, Rod G-2, Plat No. 2, at a point distant, as referred to the true meridian, South 3° 24' West 470 feet from the point where the southeast side of Fifth Avenue S.E. is intersected by the westmost side of the said Munroe Circle; and running thence, with the westmost side of Munroe Circle, South 3o 24' West 60 feet, thence leaving the said Munroe Circle and running North 86° 36' West 87.98 feet to intersect the westmost outline of the whole tract; thence running with the said westmost outline North 5° 21' East 60.03 feet; thence leaving the said outline and running South 86° 36' East 85.94 feet to the place of beginning, and also all right, title and interest of the party of the first part in and to a strip of land five feet wide lying in said Munroe Circle, as shown on plat abovementioned; adjacent to and parallel with the first line of the above described

parcel, for the use in common with others as a footway.
Being all of Lot No. 510 as shown on the aforesaid plat of Munroe Circle and the five foot strip hereby conveyed. The improvements thereon being known as No. 510 Munroe Circle.

BEING the same lot of ground which by Deed of even date herewith and recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by Monumental Homes Corporation, a body corporate, to the within named Mortgagors.

The said Mortgagors hereby assent to the passage of a Decree for the sale of the property hereby mortgaged (sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), in accordance with the provisions of Sections 6-15 of Article 66 of the Annotated Code of Maryland as amended by Chapter 12 of the Laws of Maryland in 1950, or the said Mortgagee, its successors or assigns, or the hereinafter named Attorney may sell said property under the power of sale hereinafter set forth,

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

AS WITNESS, The corporate seal of the First Federal Savings and Loan Association of Brooklyn and the signature of Lawrence F. Tieman, President therof, this 27th day of November 1956.

First Federal Savings and Loan Association of Brooklyn,

Attest:

Iris J. Tayman

Iris J. Tayman

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, forever during the residue of the terms of years yet to come and unexpired therein, with the right and benefit of renewal of said term forever, subject to the payment of the yearly rent of Ninety-six Dollars (96.00) payable half-yearly on the 30th days of January and July in each and every year.

3

If, however, the said Mortgagor(s), ~~his, her or~~ their heirs, personal representatives or assigns, shall make the payments and perform the covenants herein on his, her or their part contained, then this mortgage shall be void.

And the said mortgagor(s)

for themselves, their heirs, personal representatives or assigns, covenant(s) with the said Mortgagee, its successors and 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 other hazards for the benefit of the mortgagee in some company acceptable to the mortgagee, to the extent of its lien thereon, and to deliver the policy to the mortgagee.

III. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time.

IV. To pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The mortgagee being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of 6 % per annum from the date of said payment, and said mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon.

V. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

VI. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the mortgagor(s), by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided.

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the aforegoing covenants for thirty days, only, however, after notice and demand in either event having been served on the mortgagor(s) in person or by mail, to the mortgagors' last known address.

And it is agreed that until default is made, the said mortgagor(s), ~~his, her or~~ their heirs, personal representatives or assigns may retain possession of the mortgaged property.

And the said mortgagor(s) consent(s) that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions ~~of Sections 730 to 732 inclusive of Chapter 123~~ of the Laws of Maryland, ~~passed at the January session in the year 1892, or any amendment 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 15, 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~~ their heirs, personal representatives or assigns.

Witness the hand(s) and seal(s) of the said mortgagor(s).

WITNESS:

Irene Chernyz
Irene Chernyz

Harry J. Robert Jr. (SEAL)
Harry J. Robert, Jr.

(SEAL)

Mary C. Robert (SEAL)
Mary C. Robert

(SEAL)

LIBER 103 PAGE 153
LIBER 727 PAGE 273

State of Maryland, City of Baltimore, to wit:

I HEREBY CERTIFY, that on this 11th day of December, in the year one thousand nine hundred and fifty-two, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared HARRY J. ROBERT, JR. and MARY C. ROBERT, his wife, the mortgagor(s) named in the aforegoing mortgage and ~~he, she or~~ they acknowledged said mortgage to be ~~his, her or~~ their act. At the same time also appeared JAMES K. CULLEN, Agent of ~~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., and that he is the duly appointed Agent of said body corporate and is duly authorized to make this affidavit.

As witness my hand and Notarial Seal.

Irene Chernyz
Irene Chernyz, Notary Public.

My commission expires on

May 4, 1953.

Recorded: December 13, 1952 at 9 A.M. "O.P."

Mortgage
FROM
HARRY J. ROBERT, JR. and
MARY C. ROBERT, his wife
TO
FIRST FEDERAL SAVINGS & LOAN
ASSOCIATION OF BROOKLYN

Block No.

Received for record Dec 13 1952 at 9 o'clock A M.

Same day recorded in Liber [illegible] No. 727 folio 270 &c. one of the Land Records of ~~Baltimore~~ Ann Co. and examined per [illegible] Clerk.

Cost of Record $

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

Property:

Description approved

Execution approved

Assmt.

REC'D FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1953 DEC 29 AM 9:02
& RECORDED IN LIBER ~~STC~~ J.H.N.
NO. 727 FOLIO 273
GEO. T. CROMWELL, CLERK

Pd. 1.00

5

Milit Affidavit under Soldiers' and Sailors' il Relief Act of 1940
and Amendment thereto of October 6, 1942

LIBER 103 PAGE 154

JOHN B. ROWE, ASSIGNEE

vs.

HARRY J. ROBERT, JR., and

MARY C. ROBERT, his wife,

IN THE

Circuit Court ~~XXXXXXX~~

~~OF~~ FOR

~~BALTIMORE COUNTY~~
ANNE ARUNDEL COUNTY

IN EQUITY

Docket ..... Fol. .....

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for ~~said~~ ~~City~~ Baltimore County personally appeared Lawrence F. Tieman, President of First Federal Savings and Loan Association of Brooklyn,

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 ~~is not~~ are not in the military service of the United States,

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

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

(4) said defendants ~~is not~~ are not a members of the Enlisted Reserve Corps who ~~has~~ have been ordered to report for military service.

Lawrence F. Tieman
Affiant.

Subscribed and sworn to before me this 2nd day of January 19 57

Naomi A. Kyte
Naomi A. Kyte, Notary Public

FILED
1957 JAN -3 AM 10: 09

6

STATEMENT OF MORTGAG LAIM

LIBER 103 PAGE 155

JOHN B. ROWE, ASSIGNEE

vs.

HARRY J. ROBERT, JR., and

MARY C. ROBERT, his wife,

IN THE

CIRCUIT COURT

—OF—

ANNE ARUNDEL COUNTY

IN EQUITY

STATEMENT OF MORTGAGE DEBT

Balance due on principal of Mortgage Debt-	$ 6,348.92
Interest from October 1, 1956 to February 28, 1957-	$ 159.76
	$ 6,508.68
Less amount to credit of Borrower's Expense Account-	$ 39.18
Balance due on Mortgage-	$ 6,469.50

Plus:
Interest on unpaid principal will accrue at the rate of $1.06 per day from March 1, 1957 to date of payment.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 2nd day of January in the year nineteen hundred and fifty-seven, before me, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared

JOHN B. ROWE, ASSIGNEE

the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

FILED

1957 JAN -3 AM 10: 09

As witness my hand and Notarial Seal,

Naomi A. Kyte

Naomi A. Kyte, *Notary Public.*

7

ASSIGNEE'S
~~Mortgagee's Assignee's~~ Bond.

1-369

LIBER 103 PAGE 156

No. 11,980 Equity

226460

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N. Y.

Know All Men by These Presents:

That we 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 SEVEN THOUSAND AND 00/100 ($7,000.00) - - - - - - - - - - - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these prcsents.

Sealed with our seals, and dated this 9th - day of January - - - - - - - - in the year nineteen hundred and fifty-seven.

Whereas, the above bounden John B. Rowe, Assignee

by virtue of the power contained in a Mortgage from Harry J. Robert Jr. and Mary C. Robert, his wife to the First Federal Savings & Loan Association of Brooklyn

bearing date the 11th day of December nineteen hundred and fifty-two

and recorded among the Land Records of Anne Arundel County, in Liber J. H. H.

No. 727, Folio 270, and

WHEREAS: Assignment of said mortgage has been made to John B. Rowe and he

is about to sell the land and premises described in said Mortgage, # 510 Munroe Circle Glen Burnie-Anne Arundel Co.Md. default having been made in the payment of the money as spccified, 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

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, otherwisc to be and remain in full force and virtuc in law.

Signed, Sealed and Delivered
in the presence of

Naomi A. Fyte

Attest: Alvin E. Leroy

Assistant Secretary - Alvin E. Leroy

John B. Rowe (Seal)
John B. Rowe

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By C. S. Weech
Vice-President - C. S. Weech

FILED

1957 JAN 12 AM 9:25

Bond Approved this 12th day of January, 1957.

JOHN B. ROWE, Assignee	*	IN THE
vs.	*	CIRCUIT COURT
HARRY J. ROBERT, JR., and MARY C. ROBERT, his wife,	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	IN EQUITY No. 11,980

* * * * * * * * *

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of John B. Rowe, Assignee of the mortgage filed in these proceedings, respectfully shows:

That after filing with the Clerk of this Honorable Court the bond required of him under the law, which bond was duly approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland Gazette", a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, said John B. Rowe, Assignee, did, pursuant to said notice, on Friday, January 25, 1957, at 3 o'clock, p.m., attend on the premises and then and there sold by Public Auction the leasehold property mentioned and described in the mortgage filed in these preceedings, unto Wilson J. Gould and Annabel Gould, his wife, at and for the sum of Sixty-six Hundred ($6600.00) Dollars, the said purchasers at the price mentioned, being the highest bidders therefor.

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 28th day of January, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore 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.

FILED

1957 JAN 29 AM 9:41

Naomi A. Kyte

Naomi A. Kyte, Notary Public

9

ORDER NISI

JOHN B. ROWE, Assignee

versus

HARRY J. ROBERT, JR., and
MARY C. ROBERT, his wife

LIBER 103 PAGE 158

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,980 Equity

Ordered, this 29 day of January, 1957, That the sale of the Property in these Proceedings mentioned, made and reported by John B. Rowe, Assignee of Mortgage, ~~XXXXXXX~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sale ~~XXXXX~~ was $ 6,600.00.

George T. Cromwell, Clerk.

True Copy.

TEST: Clerk.

Filed 29 Jan, 1957, at 10 A. M.

(Final Order)

JOHN B. ROWE, Assignee

versus

HARRY J. ROBERT, JR., and
MARY C. ROBERT, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 7th day of March, 1957 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.

Matthew S. Evans
Judge

FILED
1957 MAR -8 AM 9:50

10

ROWE, ROWE & VICK, Attys.
2 East Lexington Street,
Baltimore 2, Mary

Mortgage Sale

VALUABLE LEASEHOLD RESIDENTIAL PROPERTY KNOWN AS NO. 510 MUNROE CIRCLE GLEN BURNIE, ANNE ARUNDEL COUNTY, MARYLAND

By virtue of the power contained in a Mortgage from Harry J. Roberts, Jr. and Mary C. Robert, his wife, to First Federal Savings and Loan Association of Brooklyn, dated December 11, 1952, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 727 folio 270, which Mortgage has been assigned to John B. Rowe for the purpose of foreclosure, the undersigned Assignee will sell at public auction on the premises on

Friday, January 25, 1957
At Three O'Clock P. M.

All that leasehold real estate situate in Anne Arundel County, State of Maryland, and described as follows:

BEGINNING for the same on the westmost side of Munroe Circle, as laid out 40 feet wide, on the plat of Munroe Circle, filed among the Land Records of Anne Arundel County in Plat Cabinet 4, Rod G-2, Plat No. 2, at a point distant, as referred to the true meridian, South 3° 24' West 470 feet from the point where the southeast side of Fifth Avenue S. E. is intersected by the westmost side of the said Munroe Circle; and running thence, with the westmost side of Munroe Circle, South 3° 24' West 60 feet, thence leaving the said Munroe Circle and running North 86° 36' West 87.98 feet to intersect the westmost outline of the whole tract; thence running with the said westmost outline North 5° 21' East 60.03 feet; thence leaving the said outline and running South 86° 36' East 85.94 feet to the place of beginning, and also all right, title and interest of the said Mortgagors in and to a strip of land five feet wide lying in said Munroe Circle, as shown on plat abovementioned; adjacent to and parallel with the first line of the above described parcel, for the use in common with others as a footway.

Being all of Lot No. 510 as shown on the aforesaid plat of Munroe Circle and the five foot strip above referred to. The improvements thereon being known as No. 510 Munroe Circle, and subject to an annual ground rent of $96.00. Improved by a ranch-type frame dwelling.

TERMS OF SALE: A cash deposit of Five Hundred ($500.00) Dollars will be required of the Purchaser at the time and place of sale and the balance of the purchase money with interest thereon at the rate of six (6) per cent per annum to be paid in cash upon final ratification of the sale.

All expenses including taxes, ground rent and Anne Arundel County sanitary charges, if any, to be adjusted to day of sale.

JOHN B. ROWE,
Assignee of Mortgage.
T. C. W. HOBBS & COMPANY,
Auctioneers.

J-24

LIBER 103 PAGE 159 OF CE OF

Maryland Gazette

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 30, 1957

We hereby certify, that the annexed Mortgage Sale

Harry J. Roberts, 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 25th day of January, 1957. The first insertion being made the 3rd day of January, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

1957 Feb 1

LIBER 103 PAGE 160

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. 11,980 Equity
JOHN B. ROWE, Assignee
Vs.
HARRY J. ROBERT, JR., and MARY C. ROBERT, his wife.

Ordered, this 29th day of January, 1957, That the sale of the Property in these Proceedings mentioned, made and reported by John B. Rowe, Assignee of Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sale was $6,600.00.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

J-21

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 27, 1957

We hereby certify, that the annexed Order Nisi Sale Eq. 11,980. Harry J. Robert, 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 4th day of March, 1957. The first insertion being made the 31st day of January, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

BY H. Tilghman

FILED
1957 FEB 28 PM 4:18

No. M.G. 107 235

12

In the Case of

John B. Rowe,
Assignee
vs.
Harry J. Robert, Jr.,
and
Mary C. Robert, his wife

In the
Circuit Court
For
Anne Arundel County
No. 11,980 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 16, 1957

All of which is respectfully submitted.

Laura K. Fickling
Auditor.

FILED
1957 MAR 20 PM 12:19

13

Dr. John B. Rowe, Assignee vs. Harry J. Robert, Jr., and Mary C. Robert, his wife

			in ac.	
To Assignee for Fee, viz:	50	00		
To Assignee for Commissions, viz:	229	34	279	34
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	52	52		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	18	85		
New Amsterdan Casualty Co. -bond premium	28	00		
T. C. W. Hobbs - auctioneer's fee	50	00		
Clerk of Court - recording assignment	1	00		
One-half Federal documentary stamps	3	85		
One-half State documentary stamps	3	85		
Naomi A. Kyte - notary fees		90	172	97
To Assignee for Taxes & Ground Rent, viz:				
1957 State and County taxes ($108.56) - 25 days	7	54		
Semi-annual ground rent ($48.00) due 1/30/57 - 5 months 25 days	46	66	54	20
To Assignee for Benefit Charges, viz:				
A. A. County Sanitary Commission - water and sewer benefit charges - 25 days	2	08		
Metered water (1957)	9	45	11	53
To First Federal Savings & Loan Ass'n of Brooklyn, mortgagee - this balance on acoount mortgage claim	6,075	19	6,075	19
			6,644	19
Balance due on principal of mortgage	6,348	92		
Interest from 10/1/56 to 1/25/57 -117 days	123	80		
	6,472	72		
Cr. Balance in expense account	39	18		
	6,433	54		
Cr. Amount allowed above	6,075	19		
Balance subject to decree in personam	358	35		

with John B. Rowe, Assignee Cr.

1957						
Jan.	25	Proceeds of Sale	6,600	00		
		Interest on deferred payment ($6,100.00) to 3/11/57	44	73	6,644	73
					6,644	73

15

LIBER 103 PAGE 164

ORDER NISI

John B. Rowe,
Assignee
VERSUS
Harry J. Robert, Jr.,
and
Mary C. Robert, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 11,980 Equity.

ORDERED, This 20th day of March, 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 29th 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 29th day of April next.

Filed 20 Mar. 1957
3:46 Pm.

George T. Cromwell
Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 7th day of May, 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 May 8 1957 - 12:34 PM

16

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,980 Equity
JOHN B. ROWE, Assignee
Vs.
HARRY J. ROBERT, JR., and MARY C. ROBERT, his wife.

Ordered, this 20th 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 29th 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 29th day of April next.

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

A-11

Maryland Gazette

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 7, 1957

We hereby certify, that the annexed
Order Nisi Eq. 11,980
Auditor account.

Harry J. Robert, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 29th day of April, 1957. The first insertion being made the 28th day of March, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1957 MAY -7 PM 2:08

H. Tilghman

No. M. G. 12307

CHARLES J. LEVEY, Attorney Named in Mortgage,	:	IN THE CIRCUIT COURT
	:	
vs.	:	OF
	:	
THE ALABAMA REALTY COMPANY, A Body Corporate.	:	ANNE ARUNDEL COUNTY,
	:	# 7153 - In Equity -

--ooOoo--

MR. CLERK:

Please docket above suit and file exhibit.

Charles J. Levey

Solicitor.

LIBER 103 PAGE 166

IN THE CIRCUIT COURT OF
ANNE ARUNDEL COUNTY
7153 - IN EQUITY

CHARLES J. LEVEY,
Attorney Named in Mortgage,

vs.

THE ALABAMA REALTY COMPANY,
A Body Corporate.

ORDER TO DOCKET SUIT.

Mr. Clerk:

Please file.

Charles J. Levey
Solicitor.

Filed April 16th 1936.

CHARLES J. LEVEY
ATTORNEY AT LAW
BALTIMORE, MD.

THIS MORTGAGE, Made this 27th day of January, in the year nineteen hundred and Thirty-two by and between The Alabama Realty Company, a body corporate, duly incorporated under the laws of the State of Maryland, Mortgagors, of the first part, and Aaron I_ Roseman, of the City of Baltimore, in the State of Maryland, Mortgagee, of the second part.

Whereas, the said The Alabama Realty Company is bona fide indebted unto the said Aaron I. Roseman in the full and just sum of fifteen thousand two hundred and seventy dollars ($15,270) for money this day loaned and advanced by the latter to the former, being part of the purchase money paid for the hereinafter described property for which said principal sum and the interest to accrue thereon, the said The Alabama Realty Company has passed unto the said Aaron I. Roseman its nine promissory notes, all bearing even date herewith and payable to the order of the said Aaron I. Roseman, one thereof being for the principal sum of fifteen thousand two hundred and seventy dollars ($15,270) payable five years after the date thereof being for the interest to accrue thereon and being for the sum of four hundred and fifty-eight dollars and ten cents ($458.10) each, payable eighteen months, twenty-four months, thirty months, thirty-six months, forty-two months, forty-eight months, fifty-four months, and sixty months, respectively, after the date thereof, (the first years interes on said principal sum having been waived by the Mortgagee herein); with the right and privilege, however, to the said Mortgagor herein, its suceessors and assigns, at any time or times hereafter, before default shall have occurred in any of the terms, covenants or conditions of this mortgage, to have any one or more of the lots hereinafter described released from the legal operation and effect of this mortgage upon payment to the said Aaron I.Roseman, his heirs, persaonal representatives, or ssigns, on account of the principal sum hereby secured, as to all lots fronting on Maryland

Avenue, Mountain Road or the Waterfront as shown on the Plat hereinafter referred to, of the sum of twenty-five dollars ($25.00) for each lot so released, and as to the remaining lots, of the sum of ten dollars ($10.00) for each lot so released; and to better secure the repayment of said principal sum and the installments of interest as as aforesaid, these presents are executed.

Now this Mortgage Witnesseth, that in consideration of the premises and the sum of One Dollar, the said Mortgagor, The Alabama Realty Company, doth grant and convey unto the said Mortgagee, Aaron I. Roseman, his heirs and assigns, in fee simple, all those one thousand five hundred and twenty-seven (1527) lots or parcels of ground situate and lying in the Third Election District of Anne Arundel County aforesaid, and described as follows:

Being Lots Nos. (6) to Twenty-three (23), inclusive, in section No. one (1); Lots Nos.twenty-five (25) to thirty-one (31), inclusive, in section No. one (1); Lots Nos one (1) to fifty (50), inclusive, in section No two (2); Lots Nos. five (5) to sixty-nine (69) inclusive, in Section No. three (3); Lots Nos. one (1) to twenty-nine (29) inclusive, in section No ten (10); Lots Nos. thirty-five (35) to forty-seven (47) inclusive, in section No. ten (10); Lots Nos. fifty-nine (59) to sixty-five (65), inclusive, in section No. ten (10); Lots Nos. three (3) to fifty-two (52), inclusive, in section No.eleven (11) Lots Nos. fifty-four (54) to ninety-eight(98), inclusive, in section No. eleven (11); Lots Nos. one (1) to ninety-six (96), inclusive, in section No twelve (12); Lots Nos one (1) to ninety-six (96), inclusive, in Section No thirteen (13); Lots Nos,one (1) to ninety-six (96), inclusive, in section No. fourteen (14); Lots Nos. one (1) to ninety-(96), inclusive, in section No. fifteen (15); Lots Nos. one hundred and eleven (111) to one hundred and thirty-nine (139), inclusive, in section No. sixteen (16); Lots Nos. one (1) to one hundred and ten (110), inclusive, in section No. twenty (20); ~~Lots No. twenty (20)~~; Lots Nos. Nos. one (1) to ninety (90), inclusive, in section No. twenty-one (21); Lots Nos. one (1) to ninety (90), inclusive, in

section No. twenty two (22); Lots Nos. one (1) to one hundred and ten (110), inclusive, in section twenty-three (23); Lots Nos. one (1) to one hundred and ten (110) inclusive, in section No. twenty-four (24); Lots Nos_ one (1) to thirty (30), inclusive, in section No. twenty-nine (29); Lots Nos. forty-six (46) to ninety (90), inclusive, in section No. twenty-nine (29); Lots Nos. one (1) to ninety (90), inclusive, in section No. thirty (30); Lots Nos. one (1) to ninety (90), inclusive, in section No. thirty-one (31); Lots Nos. one (1) to eighteen (18) inclusive in section No. thirty-two (32); Lots Nos. fifty-two (52) to sixty-nine (69) inclusive in section No. thirty-two (32); Lots Nos. one (1) to twenty-nine(29) inclusive in section No. thirty-five (35); as shown on the Plat of "Boulevard Park on the Magothy" prepared by Oscar C. Marinet, Jr., CivilEngineer and Surveyor, for the Boulevard Realty Company, Incorporated, dated November 24th, 1914, and now of record in the Office of the Clerk of the Circuit Court for Anne Arundel County in Plat Book G. W. No. 1, Folio 98.

And Being part of the property which by Deed dated evenly herewith and recorded, or intended to be recorded, among the land records of Anne Arundel County immediately prior hereto, was granted and conveyed by The Rose Building and Loan Association, Incorporated, unto the said The Alabama Realty Company, the Mortgagor herein, in fee-simple.

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

To Have And To Hold the aforesaid lots or parcels of ground and premises unto and to the proper use and benefit of said Aaron I.Roseman, his heirs and assigns, forever, in fee simple.

Provided, that if the said Mortgagor, its successors or assigns shall well and truly pay or cause to be paid the aforesaid sum of

fifteen thousand two hundred and seventy 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 mortgage debt and interest, the said Mortgagor for itself, its successors and assigns, doth hereby covenant to pay when legally demandable.

But if default be made in payment of said money, or the interest thereon to accrue or in any part of either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagee, his personal representatives or assigns, or Charles J. Levey 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 incurrecd in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz : upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee, his personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of one hundred dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court

having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, his personal representatives and assigns under this Mortgage, whether the same shall have been matured or not, and the surplus (if any there be) shall be paid to the said Mortgagor, its successors or assigns, or to whoever may be entitled to the same.

And the said Mortgagor for itself, its successors and assigns, doth 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 commissions the said Mortgagor for itself, its successors and assigns, doth hereby covenant to pay, and the said Mortgagee, his personal representatives or assigns, or Charles J. Levay, 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 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 and commission.

Witness the Corporate seal of the said The Alabama Realty Company, and the signature of D. L. Thornbury, its President.

Test:

Ruth T. Whittington

THE ALABAMA REALTY COMPANY

By D. L. Thornbury (Seal)

President

(CORPORATE SEAL)

State of Maryland,, Baltimore City, To Wit

I Hereby Certify, that on this 27th day of January in the year nineteen 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 D. L. Thornbury, President of The Alabama Realty Company the Mortgagor named in the aforegoing Mortgage, and he acknowledged the aforegoing Mortgage to be the act of said body corporate. At the same time also appeared Aaron I. Roseman the 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.

As witness my hand and Notarial Seal.

Ruth T. Whittington,

(Notarial Seal) Notary Public.

Recorded 1 March, 1932, at 1:45 P. M.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the foregoing Mortgage was truly taken and copied from Liber F. S. R. No. 98, folio 29, 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 21st day of October, A. D. 1935.

Frank A. Munroe Clerk.

IN THE CIRCUIT COURT OF
ANNE ARUNDEL COUNTY
7153 - IN EQUITY -

CHARLES J. LEVEY,
Attorney Named in Mortgage,

vs.

THE ALABAMA REALTY COMPANY,
A Body Corporate.

EXHIBIT.

Mr. Clerk:

Please file.

Charles J. Levey
Solicitor.

Filed April 16th 1936.

CHARLES J. LEVEY
ATTORNEY AT LAW
BALTIMORE, MD.

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

LIBER 103 PAGE 174

227 ST. PAUL STREET
BALTIMORE, MD.

NEW AMSTERDAM CASUALTY COMPANY

60 JOHN STREET
NEW YORK

Know All Men by These Presents:

That we Charles J. Levey, of 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 - - - - - - - - - - - - - Two thousand and 00/100- - - - - - - - - - - ($2000.00)- - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 17th day of April, in the year nineteen hundred and thirty-six.

Whereas, the above bounden Charles J. Levey by virtue of the power contained in a Mortgage from The Alabama Realty Company, a body corporate to Aaron I. Roseman bearing date the 27th day of January, nineteen hundred and thirty-two. and recorded among the Mortgage Records of Anne Arundel County, in Liber F.S.R. No. 98, Folio 29, and duly assigned to Charles J. Levey, who is about to sell the land and premises described in said Mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

Now the Conditions of this Obligation are Such, That if the above bounden Charles J. Levey 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

(Seal)

(Seal)

Charles J. Levey (Seal)

NEW AMSTERDAM CASUALTY COMPANY

By E. F. Dobson
Vice-President

Attest: J. F. Eierman
Assistant Secretary

NEW AMSTERDAM CASUALTY COMPANY INCORPORATED

No. 7153 Equity 3 LIBER 103 PAGE 175

Charles J. Levey,
Attorney named in Mortgage

Vs.

The Alabama Realty Company
a body corporate

191 Bond.

Filed + Approved this 17th
day of April 1936

Frank A. Munroe, Clerk.

Filed April 17th 1936.

CHARLES J. LEVEY, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	OF
VS.	:	
	:	ANNE ARUNDEL COUNTY
THE ALABAMA REALTY COMPANY, A Body Corporate	:	- In Equity
	:	

--ooOoo--

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Aaron I. Roseman under the Mortgage from The Alabama Realty Company to him dated the 27th day of January 1932, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 98 folio 29 &c.

Amount of Principal due under said Mortgage $ 15,270.00

Interest thereon from the 27th day of January, 1932

Aaron Roseman
Mortgagee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 4th day of May, 1936, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Aaron I. Roseman and made oath in due form of law that the aforegoing is a true and just statement of the amount of the Mortgage Claim under the Mortgage filed in the above entitled cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

Aaron Roseman
Notary Public

IN THE CIRCUIT COURT
OF ANNE ARUNDEL
COUNTY - IN EQUITY

#7153

CHARLES J. LEVEY,
Attorney Named in Mortgage

vs.

THE ALABAMA REALTY COMPANY,
A Body Corporate

STATEMENT OF MORTGAGE DEBT

Mr. Clerk:

Please file.

Charles J. Levey
Solicitor

Filed May 12" 1936

CHARLES J. LEVEY
ATTORNEY AT LAW
BALTIMORE, MD.

CHARLES J. LEVEY, Attorney named in Mortgage	:	IN THE CIRCUIT COURT
	:	
VS.	:	OF
	:	
THE ALABAMA REALTY COMPANY, A Body Corporate	:	ANNE ARUNDEL COUNTY
	:	No. 7153 - In Equity

--ooOoo--

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE REPORT OF SALE of Charles J. Levey, Attorney named in mortgage, respectfully shows:

That in pursuance of the power and authority vested in him as Attorney named in Mortgage filed in these proceedings, and after having given bond with approved security, and after having complied with all of the prerequisites of said mortgage and of the law for such cases made and provided, and after having given due notice by advertisement in the Maryland Gazette, a paper published in Anne Arundel County, for more than twenty days prior to the date of sale, of the time, place, manner and terms of sale the said Attorney attended at the Court House door in the City of Annapolis, in the State of Maryland, on Friday, May 15, 1936, at 11:30 o'clock A.M., and then and there proceeded to sell by public auction the property described in said mortgage and in said advertisement, namely:

All those one thousand five hundred and twenty-seven (1527) fee simple lots or parcels of ground situate and lying in Anne Arundel County, State of Maryland, and being known and designated as Lots Nos. six (6) to twenty-three (23), inclusive, in section No. one (1); Lots Nos. twenty-five (25) to thirty-one (31), inclusive, in section No. one (1); Lots Nos one (1) to fifty (50), inclusive, in section No. two (2); Lots Nos. five (5) to sixty-nine (69), inclusive, in section No. three (3); Lots Nos. one (1) to twenty-nine (29), inclusive, in section No. ten (10); Lots Nos. thirty-five (35) to forty-seven (47), inclusive, in section No. ten (10); Lots Nos. fifty-nine (59) to sixty-five (65), inclusive in section No. ten (10); Lots Nos. three (3) to fifty-two (52), inclusive, in section No. eleven (11); lots Nos. fifty-four (54) to ninety-eight (98), inclusive, in section

No. eleven (11); Lots Nos. one (1) to ninety-six (96), inclusive, in section No. twelve (12); Lots Nos. one (1) to ninety-six (96), inclusive, in section No. thirteen (13); Lots Nos. one (1) to ninety-six (96), inclusive, in section No. fourteen (14); Lots Nos. one (1) to ninety-six (96), inclusive, in section No. fifteen (15); Lots Nos. one hundred and eleven (111) to one hundred and thirty-nine (139), inclusive, in section No. sixteen (16); Lots Nos. one (1) to one hundred and ten (110), inclusive, in section No. twenty (20); Lots Nos. one (1) to ninety (90), inclusive, in section No. twenty-one (21); Lots Nos. one (1) to ninety (90), inclusive, in section No. twenty-two (22); Lots Nos. one (1) to one hundred and ten (110), inclusive, in section twenty-three (23); Lots Nos. one (1) to one hundred and ten (110), inclusive, in section No. twenty-four (24); Lots Nos. one (1) to thirty (30), inclusive, in section No. twenty-nine (29); Lots Nos. forty-six (46) to ninety (90), inclusive, in section No. twenty-nine (29); Lots Nos. one (1) to ninety (90), inclusive, in section No. thirty (30); Lots Nos. one (1) to ninety (90), inclusive, in section No. thirty-one (31); Lots Nos. one (1) to eighteen (18) inclusive in section No. thirty-two (32); Lots Nos. fifty-two (52) to sixty-nine (69) inclusive in section No. thirty-two (32); Lots Nos. one (1) to twenty-nine (29), inclusive in section No. thirty-five (35); as shown on the Plat of "Boulevard Park on the Magothy" prepared by Oscar C. Martinet, Jr., Civil Engineer and Surveyor, for the Boulevard Realty Company, Incorporated, dated November 24, 1914, and now of record in the Office of the Clerk of the Circuit Court for Anne Arundel County, in Plat Book G. W. No. 1, folio 98.

AND the said Attorney at the time and place aforesaid sold said property to Aaron I. Roseman, of the City of Baltimore, State of Maryland, aforesaid, at and for the sum of THREE HUNDRED AND FIFTY DOLLARS ($350.00), he being at that figure the highest bidder for said property, and the said Attorney has received from said purchaser the deposit required by the terms of sale, the balance to be paid in cash with interest on ratification of said sale and delivery of deed.

And as in duty bound, etc.

Charles J. Levy

Attorney named in Mortgage.

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, that on this 22nd day of August in the year one thousand nine hundred and thirty-six, before me, the subscriber, a Notary Public of the State of Maryland in and for the City of Baltimore aforesaid, personally appeared Charles J. Levey, Attorney named in Mortgage, and made oath, in due form of law, that the matters and facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

As witness my hand and Notarial Seal.

KATHRYN KLEINSMITH NOTARY PUBLIC BALTIMORE MARYLAND

Kathryn Kleinsmith
Notary Public.

CHARLES J. LEVEY,
Attorney named in Mortgage

VS.

THE ALABAMA REALTY COMPANY,
A Body Corporate

: IN THE CIRCUIT COURT

: OF

: ANNE ARUNDEL COUNTY

: No. 7153 - In Equity

--ooOoo--

ORDERED this 24th day of August, in the year one thousand nine hundred and thirty-six, that the sale of the property mentioned in these proceedings, made and reported by Charles J. Levey, Attorney named in Mortgage, be RATIFIED and CONFIRMED, unless cause to the contrary thereof be shown on or before the 25th day of September next. PROVIDED, a copy of this order be inserted in some daily newspaper published in Anne Arundel County, once in each of three successive weeks before the 25th day of September next.

The report states the amount of sales to be Three Hundred and Fifty Dollars ($350.00).

Frank A. Munroe, Clerk.

TRUE COPY.

TEST: _____ CLERK.

Order Nisi

LIBER 103 PAGE 182

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

versus

No._____ Equity

Ordered this_____day of_____, 19 , That the sale of the

made and reported by_____

Trustees, _____

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

The report states that the amount of sales to be $_____

_____ Clerk.

True Copy,

TEST:_____Clerk.

(Final Order)

Charles J. Levey,
Attorney named in Mortgage

versus

The Alabama Realty Company,
a Body Corporate

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____Term, 19

ORDERED BY THE COURT, This 14 day of October, 1936 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.

Lynwood L. Clark
Judge

LIBER 103 PAGE 183

IN THE CIRCUIT COURT OF
ANNE ARUNDEL COUNTY
#7153 IN EQUITY.

CHARLES J. LEVEY,
Attorney named in Mortgage

vs.

THE ALABAMA REALTY COMPANY,
a body corporate.

REPORT OF SALE.

Mr. Clerk:

Please file.

Charles J. Levey
Solicitor.

Filed Aug. 24" 1936
Order Nisi Aug. 24" 1936.
Order Oct. 14" 1936

CHARLES J. LEVEY
ATTORNEY AT LAW
BALTIMORE, MD.

LIBER 103 PAGE 184

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 5, 1936

We hereby certify, that the annexed Order Nisi - Sale - Equity 7153 - Charles J. Levy Attorney vs. The Alabama Realty Company, A. Body Corporate

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 September, 1936. The first insertion being made the 27th day of August, 1936.

THE CAPITAL-GAZETTE PRESS, INC.

By Adaline S. Moore

No. MG 4374

Filed Oct. 13-1936

ORDER NISI

In the Circuit Court for Anne Arundel Co.
No. 7153 Equity

Charles J. Levy, Attorney named in Mortgage
vs.
The Alabama Realty Company, A Body Corporate

Ordered, this 24th day of August, 1936, that the sale of the property mentioned in these proceedings made and reported by Charles J. Levy, Attorney named in Mortgage be ratified and confirmed, unless cause to the contrary thereof be shown on or before the

25TH DAY OF SEPTEMBER NEXT

Provided, a copy of this order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 25th day of September next.

The report states that the amount of sales to be $350.00.

FRANK A. MUNROE, Clerk.

True Copy,
Test: FRANK A. MUNROE, Clerk. a-1C

IN THE MATTER OF THE	:	EQUITY NO. 11,876
SALE OF THE ~~MORTGAGED~~ FEE SIMPLE	:	IN THE
~~MORTGAGE~~ PROPERTY OF	:	CIRCUIT COURT
SHERMAN W. DODSON AND	:	FOR
MARIE E. DODSON, HIS WIFE	:	ANNE ARUNDEL COUNTY

: : : : :

PETITION TO DOCKET FORECLOSURE AND ORDER TO FILE EXHIBIT OF ORIGINAL MORTGAGE - and Claim

Mr. Clerk:

Please docket above styled Foreclosure and docket Original Mortgage as "Exhibit No. 1".

Louis M. Strauss
Attorney named in Mortgage

STATEMENT OF CLAIM

To balance due under Mortgage dated November 26th, 1954, recorded among Land Records in Liber J.H.H. No. 883, folio 386.
Balance to Sept 22, 1956 $ 9,031.78

I hereby certify, that on this 22nd day of September, 1956, personally appeared Louis M. Strauss, Attorney named in mortgage, and agent and Attorney for Capital City Building and Loan Association, and made oath in due form of law that the amount set forth in the aforegoing statement is true to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

Mildred F. Bean
Mildred F. Bean - Notary Public

FILED
1956 SEP 22 AM 9:44

County Form.

LIBER 883 PAGE 386

no 11876

LIBER 103 PAGE 186

This Mortgage, Made this 26th day of November, in the year one thousand, nine hundred and fifty-four, between Sherman W. Dodson and Marie E. Dodson, his wife,

of Anne Arundel County, in the State of Maryland, Mortgagors, and CAPITAL CITY BUILDING AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance of Eight Thousand Eight Hundred and Fifty - - - - - - - - - - - - - - - Dollars, being part of the purchase money for the property hereinafter described;

AND WHEREAS, said Mortgagors have agreed to repay the said sum so advanced in installments with interest thereon from the date hereof at the rate of six per cent (6 %) per annum in the manner following:

By the payment of Sixty-five - Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar week and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum, or in any other way Mortgagee may elect.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagors do grant, convey and assign unto the said Mortgagee, its successors and assigns, all that lot of ground situate and lying in Anne Arundel County, in said State, and described as follows:

All that lot or parcel of ground located in the Village of Eastport, the Sixth Election District (formerly the Second Election District) of Anne Arundel County, Maryland, on West Burnside Avenue, which is designated as Lot No. 61 on the Plat of the property of the said James A. Walton, which is recorded among the Land Records of Anne Arundel County in Liber G.W. No. 37, folio 372, said lot having a frontage of forty (40) feet on said Avenue, with an even depth therefrom of one hundred and nine (109) feet, more or less.

Being the same property conveyed to Ethelbert H. Daniels and E. Pearl Daniels, his wife, by James A. Walton and Gertrude M. Walton, his wife, by deed dated December 22nd, 1931, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 95, folio 35, and

BEING the same property conveyed to Marie Ella Dodson and Sherman Winfield Dodson, her husband, by Ethelbert H. Daniels and E. Pearl Daniels, his wife, and the First Federal Savings and Loan Association of Annapolis, by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

FILED

1956 SEP 22 AM 9:44

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

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns

Provided, however, if the said Mortgagors, their heirs, personal representatives or assigns, shall make or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on their part to be made and done, then this mortgage shall be void.

And the said Mortgagor s, for themselves, their heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor s, their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor s, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor s, their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor s, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor s, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any weekly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (8) should this mortgage be paid off before maturity in the regular course of payments, said Mortgagor covenant with the said Mortgagee to pay six per cent. (6 %) interest for ninety (90) days beyond the date of payment on the amount paid off before maturity. It is agreed and understood by the Mortgagor s herein that this loan is made subject to all the provisions of the charter, by-laws and proper resolutions of the Board of Directors of the Capital City Building and Loan Association.

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

AND it shall be lawful for the said Mortgagee, its successors or assigns, or for **Louis M. Strauss**, its attorney or agent, at any time after default in any of the covenants or conditions of this mortgage, to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Anne Arundel County, and such other notice as by said Mortgagee may be deemed expedient; and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows; first, to the payment of all expenses incident thereto, including a fee of $25.00 and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similar property by virtue of a degree of a Court of equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the Mortgagee, its successors and assigns, under this mortgage, whether or not the same shall have then matured; and the surplus shall be paid to the Mortgagor s, their heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

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

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

WITNESS the hands and seals of the said Mortgagor s.

WITNESS:

Mildred F. Bean
Mildred F. Bean

Sherman W. Dodson (SEAL)
Sherman Winfield Dodson

Marie E. Dodson (SEAL)
Marie Ella Dodson

(SEAL)

(SEAL)

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit: LIBER 883 PAGE 389

I HEREBY CERTIFY that on this 26th day of November, 1954, before me, the subscriber, a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared Sherman Winfield Dodson and Marie Ella Dodson, his wife,

and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared Joseph H. Griscom, Sr., President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

MILDRED F. BEAN NOTARY PUBLIC ANNE ARUNDEL CO., MD.

Mildred F. Bean
Mildred F. Bean - Notary Public.

Recorded-30th-Nov.-1954-at-2:40-P.M.

MORTGAGE

FROM

Sherman Winfield Dodson and Marie Ella Dodson, his wife

TO

CAPITAL CITY BUILDING AND LOAN ASSOCIATION

Received for Record Nov. 30 1954 at 2:40 o'clock P. M. Same day recorded in Liber J.H.H. No. 883 Folio 385 etc., one of the Land Records of A. A. Co., County, and examined per

JOHN H. HOPKINS, Jr., Clerk

Cost of Record, $ Paid

LOUIS M. STRAUSS
Attorney at Law
Annapolis, Md.

G 22086

LIBER 103 PAGE 190

No. 11,876

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

11,876 Equity

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, LOUIS M. STRAUSS, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, areheld and firmly bound unto the State of Maryland in the full and just sum of TEN THOUSAND DOLLARS ($10,000.00) - - - - - - - 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 1st day of February, 1957.

WHEREAS, by virtue of a power of sale contained in a mortgage from Sherman W. Dodson and Marie Ella Dodson, his wife, - - - - - - - - - - - - - bearing date on or about the 26th day of November, 1954 - the said Louis M. Strauss - - - - - - - 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 Louis M. Strauss ---------- 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 Louis M. Strauss does and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation shall be void and of no effect, otherwise to be and remain in full force and virtue in law.

SIGNED, sealed and delivered in the presence of

Royal H. Wigley, as to both

Louis M. Strauss (SEAL) PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

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

SURETY

Bond approved and filed this 1st day of February 1957.

George T. Cromwell, Clerk

FILED

1957 FEB -1 AM 9:55

LIBER 103 PAGE 191

IN THE MATTER OF THE	:	IN THE
SALE OF THE FEE SIMPLE	:	CIRCUIT COURT
PROPERTY OF SHERMAN W.	:	FOR
DODSON AND MARIE ELLA DODSON,	:	ANNE ARUNDEL COUNTY
HIS WIFE.	:	NO. 11,876 EQUITY

: : : : :

CERTIFICATE OF PUBLICATION

LOUIS M. STRAUSS
Solicitor
124 South Street
Annapolis, Maryland

Mortgage Sale
OF VALUABLE FEE SIMPLE PROPERTY AND IMPROVEMENTS

Located on Burnside Avenue (Eastport) Annapolis, Anne Arundel County, Maryland

Under and by virtue of the Power of Sale contained in a mortgage dated November 26th, 1954, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber J.H.H. No. 883, folio 380, default having occurred thereunder, the undersigned Attorney named in said mortgage will sell at Public Auction at the Court House Door, Church Circle, Annapolis, Maryland, on

Friday, Feb. 1, 1957 at 10 A. M. (E. S. T.)

All that lot of ground which is designated as Lot 61 on the Plat of the property of James A. Walton, which is recorded among the Land Records of Anne Arundel County in Liber G.W. No. 37, folio 372, said lot having a frontage of forty (40) feet on Burnside Avenue, with an even depth therefrom of one hundred and nine (109) feet, more or less.

Being the same property conveyed to Sherman W. Dodson and Marie E. Dodson, his wife, by Elizabeth H. Daniels and E. Pearl Daniels, his wife, by deed dated November 10th, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 883, folio 384.

Improved by a modern one and one-half story dwelling, containing four rooms and kitchen with an additional two unfurnished bedrooms, with all modern conveniences, said improvements designed as No. 320 Burnside Avenue, Annapolis, Maryland.

TERMS OF SALE: A deposit of Five Hundred ($500.00) Dollars at time and place of sale, balance upon ratification of Sale by the Circuit Court for Anne Arundel County, balance to bear interest to day of settlement. Taxes, Public Assessments, to be adjusted to day of sale.

LOUIS M. STRAUSS,
Attorney named in Mortgage
ROBERT A. CAMPBELL,
Auctioneer J-31

7

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 1, 1957

We hereby certify, that the annexed

Mortgage Sale

Sherman W. Dodson

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 February, 1957. The first insertion being made the 9th day of January, 1957

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

FILED

1957 FEB -4 AM 11:58

LIBER 103 PAGE 192

IN THE MATTER OF THE	:	IN THE
SALE OF THE FEE SIMPLE	:	CIRCUIT COURT
PROPERTY OF SHERMAN W.	:	FOR
DODSON AND MARIE ELLA DODSON,	:	ANNE ARUNDEL COUNTY
HIS WIFE	:	No. 11876 EQUITY

: : : : :

REPORT OF SALE

The report of Louis M. Strauss, Attorney named in mortgage in these proceedings, respectfully represents,

After giving bond with security for the faithful performance of his trust, and having complied with all the other prerequisites as required by Law, the Rules of this Court and the provisions of said mortgage filed in these proceedings, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the Evening Capital, a Newspaper published in Anne Arundel County, Maryland, for at least more than twenty (20) days as provided in said mortgage before the day of sale, he did, pursuant to said notice, attend the sale on the 1st day of February, 1957, at 10 o'clock A.M., S.T., and did then and there proceed to sell and did sell at public sale the property described in said mortgage and improvements thereon at and for the sum of Nine Thousand ($9,000.00) Dollars, to and unto the Capital City Building and Loan Association of Annapolis, Maryland, it being the highest bidder therefor.

Respectfully submitted,

Louis M. Strauss
Louis M. Strauss
Attorney named in Mortgage

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 Louis M. Strauss, Attorney named in Mortgage, and in the above Report of Sale, and he made oath in due form of law that the matters and facts stated in the aforegoing Report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

FILED
1957 FEB -4 AM 11:56

Witness my hand and Notarial Seal.

Mildred F. Bean
Mildred F. Bean - Notary Public

MILDRED F. BEAN NOTARY PUBLIC ANNE ARUNDEL

8

LIBER 103 PAGE 193

ORDER NISI

IN THE MATTER OF THE SALE OF THE FEE SIMPLE PROPERTY OF SHERMAN W.

xxxxx

DODSON AND MARIE ELLA DODSON, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,876 Equity

Ordered, this 4 day of February, 1957, That the sale of the Property in these Proceedings mentioned, made and reported by Louis M. Strauss, Attorney named in Mortgage xxxxx

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 11 day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 11 day of March next.

The report states that the amount of sale ~~xxxxx~~ was $ 9,000.00

FILED 1957 FEB. 4 AM 12:30

George F. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE SALE OF THE FEE SIMPLE PROPERTY OF SHERMAN W.

xxxxx

DODSON AND MARIE ELLA DODSON, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 18th day of March, 1957, 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
A. J.

FILED
1957 MAR 19 PM 12:48

9

LIBER 103 PAGE 194

IN THE MATTER OF THE	:	EQUITY NO. 11,876
SALE OF THE MORTGAGED	:	IN THE
PROPERTY OF	:	CIRCUIT COURT
SHERMAN W. DODSON AND	:	FOR
MARIE E. DODSON, his wife	:	ANNE ARUNDEL COUNTY

: : : : :

CERTIFICATION OF PUBLICATION

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Legal Notice

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,876 Equity

In The Matter Of The Sale Of The Fee Simple Property Of SHERMAN W. DODSON And MARIE ELLA DODSON, His Wife.

Ordered, this 4th day of February, 1957, That the sale of the Property in these Proceedings mentioned, made and reported by Louis M. Strauss, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sale was $9,000.00.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:

GEORGE T. CROMWELL, Clerk

F-26

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 8, 1957

We hereby certify, that the annexed Order Nisi Sale Eq. 11,876 Sherman W. Dodson

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 11th day of March, 1957. The first insertion being made the 5th day of February, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. E.C. 10156

10

FILED

1957 MAR 18 PM 3:00

IN THE MATTER OF THE	:	EQUITY NO. 11,876
SALE OF THE MORTGAGED	:	IN THE
PROPERTY OF	:	CIRCUIT COURT
SHERMAN W. DODSON AND	:	FOR
MARIE E. DODSON, HIS WIFE	:	ANNE ARUNDEL COUNTY

: : : : :

PETITION TO DOCKET FORECLOSURE AND ORDER TO FILE EXHIBIT OF ORIGINAL MORTGAGE

Mr. Clerk:

Please docket above styled Foreclosure and docket Original Mortgage as "Exhibit No. 1".

Louis M. Strauss
Attorney named in Mortgage

STATEMENT OF CLAIM

To balance due under Mortgage dated November 26th, 1954, recorded among Land Records in Liber J.H.H. No. 883, folio 386.

I hereby certify, that on this 22nd day of September, 1956, personally appeared Louis M. Strauss, Attorney named in mortgage, and agent and Attorney for Capital City Building and Loan Association, and made oath in due form of law that the amount set forth in the aforegoing statement is true to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

MILDRED F. BEAN NOTARY PUBLIC ANNE ARUNDEL CO.

Mildred F. Bean
Mildred F. Bean - Notary Public

FILED
1957 MAR 23 AM 11:39

IN THE MATTER OF THE SALE OF	:	EQUITY NO. 11,876
THE MORTGAGED PROPERTY OF	:	IN THE
SHERMAN W. DODSON and	:	CIRCUIT COURT
MARIE E. DODSON, his wife	:	FOR
	:	ANNE ARUNDEL COUNTY

: : : : :

AMENDED STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage claim of Capital City Building and Loan Association, by Louis M. Strauss, Attorney named in Mortgage.
Under the Mortgage from Sherman W. Dodson and Marie E. Dodson, his wife.

To Capital City Building and Loan Association

Dated: November 26, 1954 No. J.H.H. 883, folio 386

Principal amount of mortgage	$8,850.00
Plus: Taxes $26.35 and Insurance $30.00	56.35
	8,906.35
Less: Payments made on account	84.05
Balance on principal	8,822.30
Net Balance on account of principal	8,822.30
Interest to February 1, 1957	358.95
Balance due on principal and interest	9,181.25

Monthly interest $44.11

Louis M. Strauss,
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 15 day of March, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid personally appeared Louis M. Strauss, Attorney named in Mortgage, and made oath in due form of law that the above statement is true to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

Mildred F. Bean - Notary Public

FILED

1957 MAR 23 AM 11:43

12

LIBER 103 PAGE 197

Military Affidavit

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

Louis M STRAUSS
Atty named in Mortgage
Plaintiff

vs.

Sherman W Dotson, Marie Dotson
Defendent

Equity 11,876

STATE OF MARYLAND, Anne Arundel City County, Sct:

I, Louis M Strauss, being duly sworn, do depose and say:

(1) That I am a resident of Annapolis City 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 Sherman W Dotson - Marie F Dotson the Defendants 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 46 yrs years of age, ~~is~~ are married, have one child, lives with Parents at Annapolis, Md. is employed by U.S. Naval Academy as A Painter at and has been so employed for about 3 yrs.

(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 120 —* 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 25 day of February, 1957.

Louis M Strauss
Affiant.

Mildred F. Bean
Notary Public.

MILDRED F. BEAN NOTARY PUBLIC ANNE ARUNDEL CO.

*Thirty days when plaintiff seeks to have judgment entered after default in appearance; sixty days when plaintiff orders an execution.

FILED
1957 MAR 23 AM 11:43

13

In the Case of

In the Matter of the Sale
of the
Fee Simple Property
of vs.
Sherman W. Dodson
and
Marie E. Dodson, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,876 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.

April 5, 1957

All of which is respectfully submitted.

Laura R. Jicklin
Auditor.

FILED

1957 APR -8 PM 1:14

21

Dr. in ac.

In the Matter of the Sale of the Fee Simple Porperty of Sherman W. Dodson and Marie E. Dodson, his wife

To Attorney for Fee, viz:	25	00		
To Attorney for Commissions, viz:	300	00	325	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 - first advertisement (1956)	10	94		
Capital-Gazette Press - advertisement sale	29	07		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Globe Indemnity Co. - bond premium	40	00		
Robert H. Campbell - auctioneer's fee	35	00		
One-half Federal documentary stamps	4	95		
One-half State documentary stamps	4	95		
Mildred F. Bean - notary fees	1	50	140	41
To Attorney for Taxes, viz:				
1956 State and County taxes	85	00		
1957 State and County taxes ($81.90) adj.	6	83		
1955 Annapolis City taxes (lot only)	4	32		
1956 Annapolis City taxes ($63.63) -adj.	37	12	133	27
To Attorney for Benefit Charges, viz:				
Annapolis Water Dept. - metered water ($6.51) - adjusted to 2/1/57	2	17	2	17
To Capital Building & Loan Ass'n, mortgagee - this balance on account mortgage claim	8,347	65	8,347	65
			9,000	00
Amount of mortgage claim filed, as amended	9,181	25		
Cr. Amount allowed above	8,347	65		
Balance subject to decree in personam	833	60		

with

Louis M. Strauss, Attorney named in Mortgage

Cr.

1957				
Feb.		Proceeds of Sale	9,000 00	9,000 00
				9,000 00

LIBER 103 PAGE 201

ORDER NISI

In the Matter of the Sale of
the Fee Simple Property
~~VERSUS~~
of
Sherman W. Dodson
and
Marie E. Dodson, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 11,876 Equity.

ORDERED, This day of April, 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 13th day of May next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 13th day of May next.

Filed 8. Apr. 1957, 1:50 P.M.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 16th day of May, 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 MAY 17 AM 10: 54

14

OFFICE OF

Evening Capital

LIBER 103 PAGE 202 Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Legal Notice

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,876 Equity

IN THE MATTER OF THE SALE OF THE FEE SIMPLE PROPERTY OF SHERMAN W. DODSON, and MARIE E. DODSON, his wife.

Ordered, this 8th day of April, 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 13th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 13th day of May next.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

4-23

Annapolis, Md., May 16, 1957

We hereby certify, that the annexed Order Nisi Eq. 11,876 Auditor accounts. Sherman W. Dodson

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 13th day of May, 1957. The first insertion being made the 9th day of April, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. E.C. 11

FILED 1957 MAY 16 PM 3:07

18

Steven J. Everd LIBER 103 PAGE 203 Original
and
Margaret Everd, his wife

VS.

Isaac Baldwin and any and all persons who may be interested or have any interest in the hereinafter proceedings in Lots 11,12,33,34,35,and 36 in Sec. 80 on the Plat of Green Haven.

Barbara Helmrich and any and all persons who may be interested or have any interest in the hereinafter proceedings in Lots 29 Sec D. on the Plat of Green Haven

Clarence E. Vogel and Audrey E. Vogel, his wife and any and all persons who may be interested or have any interest in the hereinafter proceedings in Lots 46-47-48-and 49 Sec.56 on the Plat of Green Haven

Charles G. DiMattel and Ethel M. DiMattel, his wife and any and all persons who may be interested or have any interest in Lots 52 and 53 Block M. on the Plat of Orchard Beach

Magothy Homestead Corp and any and all persons who may be interested or have any interest in the hereinafter proceedings in Lots690-691-692-936 937-and 1054 on the Plat of Magothy Beach.

Elizabeth Gawens and any and all persons who may be interested or have any interest in the hereinafter proceedins in that tract of land of about 3.769 Acres between Dual Highway and Old State Road

Gilmore Haskins and any and all persons who may be interested or have any interest in the hereinafter proceedings in Lot No. 822 on the Plat of Patapsco Park

IN THE

CIRCUIT COURT

OF

Anne Arundel

County

(IN 1927 Equity)

To the Honorable, the Judge of said Court;

Your Orators complaining by Sweetser Linthicum, Solicitor,

respectfully represents unto Your Honor,

1. That on October 10, 1955, Jospeh H. Griscom, Sr. County Treasurer, and Collector of Taxes for the State of Maryland and Anne Arundel County, by virtue of the power and authority vested in him by the Public Local Laws relating to the Sale of property for non-payment of taxes assessed against said property sold to Your Orators the hereinafter described lots of ground in fee simple and described as follows;

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A. Lots 11, 12,33,34,35,and 36 In Section No. 80 on the Plat of Green Haven, Plat Book No. 15 folio 7- Lots 11 and 12 described in a deed from Chas.Baker et al. dated Aug. 1953 and recorded in Liber J.H.H. No.775 folio 456 to Isaac Baldwin.

Lots 33 and 34 in Section 80 described in a deed from Grace Christian, dated August 17, 1948 and recorded in Liber J.H.H. 484 folio 408 etc to said Isaac Baldwin.

Lots 35 and 36 in Section 80 described in a deed from David S. Rubens, dated August 3, 1951 and recorded in Liber J.H.H. No.635 folio 382 etc. to said Isaac Baldwin, All of said lots are located in the Third District of Anne Arundel County on the Plat of Green Haven as aforesaid.

B. All of that Lot No. 29 in Section "D " on the Plat of Green Haven and being one of the lots described in a deed from High Point Pleasure Club Inc. dated April 30, 1947 and recorded in Liber J.H.H. No.408 folio 193 etc to Barbara Helmrich- said Plat recorded in W.N.W.No.3 folio 59 and in the new Plat book No. 4 folio 42. Third Election District .

C. All those four lots known as Nos.46-47-48 and 49 in Section 56 on the Plat of Green Haven now recorded in Plat Book No.15 folio 7 and being the lots described in a deed dated October 10, 1951 and recorded in Liber J.H.H. No. 646 folio 584 etc from Grace Christian to the said Clarence E. Vogel and Audrey E. Vogel, his wife. Said lots being in the Third Election District of Anne Arundel County

2

~~Clarence E. Vogel and Audrey E. Vogel, his wife.~~

D. All those two lots known as Nos. 52 and 53 Block M. on the Plat of Orchard Beach in the Third District of Anne Arundel County and being the lots described in a deed dated Sept. 15-1948 and recorded in Liber J.H.H. 490 folio 515 from Marie Karlson to Charles G. DiMattel and Ethel M.DiMattel, his wife- said Plat being recorded in Liber W.N.W. No 2 folio 26 - new plat Book No 2 folio 32

E. All those six lots known as Nos, 690-691-692-936-937-and 1054 in the Third Election District of Anne Arundel County on the Plat of MagothyBeach recorded in Plat Book 4 folio 15 and assessed on the Tax Books to Magothy Homestead Corp. New Plat Book No 9 folio 43

F. All that tract of land consisting of about 3.769 Acres as situated between the Dual Highway and Old State Road being a part of the land described in a deed to Elizabeth A. Gallenz also known as Elizabeth Dawens said deed recorded in Liber W.N.W No. 74 folio 202 etc

G. All that lot in the Fifth District and known as Lot No.822 on the Plat of Patapsco Park recorded in Liber 12 folio 8 said Lot assessed to Gilmore Haskins.

2. That the original Certificates of the aforesaid Tax Sales numbered 2920. 2919,2918,2917,2914 and2910/2904 are attached hereto and prayed to be taken as part hereof and marked Exhibits - 1, 2, 3, 4, 5, 6, and 7.

3. That although the period of one year and one day has expired since the aforesaid tax sales, the lots herein have not been redeemed by any party in interest and the present proceedings to foreclose the rights of redemption is brought within two years from the date of the issuance of the Certificates.

4. That the amount of money necessary for the redemptions of said lots is the purchase price plus interest at 6% and all taxes and also all taxes and County charges and liens accruing from the date of the sale of said lots to the date of redemption and also the taxes and charges accruing subsequent to the date of the sale of said lots with interest and penalties and also the total expenditures made by the Plaintiffs herein, the present holders of the Tax Certificates in accordanec with Chapter 761 of the Acts of 1943 and acts mandatory thereto.

3

5. That the last known addresses of the defendants are as follows;

Isaac Baldwin, Seventh Street, Green Haven, Anne Arundel County

Barbara Heimrich, 1105 N. Eutaw St. Balto. Md.

Clarence E. Vogel and Audrey E. Vogel, his wife, Cyril Ave and West Shore Road, Green Haven, Anne Arundel County

Charles G. DiMattel and Ethel M. Di Mattel, his wife 2301 East Biddle St. Balto. Md.

Magothy Homestead Corp. 15 S. Gay St. Balto. Md.

Elizabeth Gawens, 3220 Dudley St. Balto. Md.

Gilmore Haskins, Boliver Avenue, Patapsco Park, Anne Arundel County,

To the end thereof;

1. That Your Honorable Court pass a final decree vesting in the Plaintiffs, Steven J. Everd and Margaret Everd, his wife, an indefeasible title in fee simple in and to the lots herein described and referred to and to bar all rights of redemption and foreclose all prior or subsequent alienations and descents of the said property herein described and all encumbrances herein except any property assessments which said property is subject, taxes and other County liens accruing subsequent to the aforesaid tax sales.

2. That an Order of Publication be issued against the Defendants and any and all persons claiming any rights or interest in the above proceedings and in the lots set forth in the Certificates of Tax Sales to show cause if any they have why the relief as prayed should not be granted and to answer the Bill of Complaint and abide by the Orders and Decrees of this Court.

3. May it please Your Honor to grant unto your Orators a Writ of Subpoena directed to the Defendants herein to show cause ff any they have why the relief as prayed should not be granted and to answer the Bill of Complaint and abide by the Orders and Decrees of this Court provided a copy of the Bill of Complaint be served on them or or before the day of November 1956

And as in duty bound etc.

Steven J. Everd
Plaintiff

Sweetser Linthicum
Sweetser Linthicum
Solicitor for Plaintiffs

State Of Maryland, Baltimore City, to wit;

I hereby certify that on this 3rd day of ~~October~~ November in the year one thousand nine hundred fifty six before me the subscriber a Notaryb Public of the City and State aforesaid personally appeared Steven J.Everd, one of the Plaintiffs herein and made oath in due form of law that the matters and facts herein contained are true to the best of his knowledge and belief.

Eurith L. LoAmsuller
Notary Public

5

Exhibit No ER 103 PAGE 208 11,927 Equity

Nº 2920 CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 10th 1955, I sold to Mr Everd Green Haven Pasadena Md at public auction for the sum of 975 Dollars and 00 Cents, of which 44.08 Dollars has been paid as a deposit on the property in 3rd District described as Lots 11-12 Sec 80 + Imps; Lots 33-34 Sec 80; Lots 35-36 Sec 80. All as shown on the plat of Green Haven

and assessed to Isaac C. Baldwin

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 11th 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 Oct 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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6

Exhibit No 2. 11,927 Equity

№ 2919 CERTIFICATE OF TAX SALE LIBER 103 PAGE 209

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the
County Treasurer
County of Anne Arundel, hereby certify that on October 10th 1955, I sold to Md Green Haven Encrd Pasadena, Md at public auction for the sum of 92 Dollars and 57 Cents, of which 92.57 Dollars has been paid as a deposit on the property in 3rd District described as Lot 29 Sec A Imp as shown on the plat of Green Haven Armiger Add.

and assessed to Barbara, M. Helmrich

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 11th 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 Oct 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

7

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Exhibit No 3

11,927 Equity

No 2918 CERTIFICATE OF TAX SALE

LIBER 103 PAGE 210

I, JOSEPH H. GRISCOM, Sr., County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 10th 1955, I sold to Mr Green Haven Emerald Pasadena Md at public auction for the sum of 100 Dollars and 00 Cents, of which 27.29 Dollars has been paid as a deposit on the property in 3rd District described as Lots 46-47-48-49 Sec 56 as shown on the plat of Green Haven

and assessed to Clarence E. + Audrey E. Vogel

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 11th 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 Oct 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 Stevens
Notary Public.

My Commission Expires May 6, 1957

8

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Exhibit A 4

11,927 Equity

Nº 2917 CERTIFICATE OF TAX SALE

LIBER 103 PAGE 211

I, JOSEPH H. GRISCOM, Sr. ~~County Treasurer~~, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 10th 1955, I sold to Mr Green Haven Everd Pasadena Md at public auction for the sum of 38. Dollars and 39 Cents, of which 38.39 Dollars has been paid as a deposit on the property in 3rd District described as Lots 52-53 Blk M as shown on the plat of Orchard Bch.

Sanitary included

and assessed to Charles G. & Ethel M. Di Mattei

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 11th 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 Oct 1955

MOVED

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

9

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Exhibit No 5 LIBER 103 PAGE 212 11,927 Equity

No 2914 CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr. County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 10th 1955, I sold to Mr Everd Pasadena Md Green Haven at public auction for the sum of 44 Dollars and 15 Cents, of which 44.15 Dollars has been paid as a deposit on the property in 3rd District described as Lots 690-691-692; Lots 936-937-1054-20x120 ea All as shown on the plat of Upper Magothy Bch.

and assessed to Magothy Homestead Corp.

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 11th 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 Oct 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 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

10

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Exhibit No 6 LIBER 103 PAGE 213 11,927 Equity

No 2910 CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr. County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 10th 1955, I sold to Mrs Everd Green Hawkins Pasadena Md at public auction for the sum of 118 Dollars and 72 Cents, of which 118.72 Dollars has been paid as a deposit on the property in 3rd District described as 3.769 Acres Imps RZP 4-414 WNW 74-202 as situated Between Dual Hwy & old State Rd

and assessed to Elizabeth Hawkins

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 11th 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 Oct 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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1956 NOV 14 AM 11:18

Exhibit 1 No. 1 LIBER 103 PAGE 214 Equity

No. 2904 CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 10th 1955, I sold to Mr. Everd Greess Haven, Pasadena Md at public auction for the sum of 65 Dollars and 77 Cents, of which 65.77 Dollars has been paid as a deposit on the property in 5th District described as Lot 822 Plat 1 + Imps 25X100 as shown on the plat of Patapsco Park

and assessed to Gilmore Hoskins

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 11th 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 Oct 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

12

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Steven J. Everd and Margaret Everd, his wife VS Isaac Baldwin Barbara Helmrich Clarence E.Vogel and Audrey E. Vogel his wife Charles G.DiMattel and Ethel M.DiMattel his wife Magothy Homestead Corp Elizabeth Gawens and Gilmore Haskins and any and all persons who may be interested or have any interest in the hereinafter proceedings.	* * * * * * * * * * * * * * * * * * * *	IN THE CIRCUIT COURT of ANNE ARUNDEL COUNTY (In EQUITY) 11,927

Order of Publication.

The object of this Proceeding is to secure the foreclosure of all rights of redemption in the following described properties in Anne Arundel County sold by Joseph H. Griscom, Sr. Treasurer of Anne Arundel County and Collector of State and County Taxes for Anne Arundel County.

1. All those six lots known as Nos. 11-12-33-34-35 and 36 in Section 80 on the Plat of Green Haven, Plat Book No. 15 folio 7

2. All that lot known as No. 29 in Section "D " on the Plat of Green Haven , Plat Book No.4 folio 42

3. All those four lots known as 46-47-48 and 49 in Section No. 56 on the Plat of Green Haven , Plat Book No. 15 folio 7

4. All those two lots known as Nos.52 and 5 3 Block "M." onthe Plat of Orchard Beach, Plat Book No. 2 folio 32.

5. All those six lots known as Nos.690-691-692-936-937 and1054 on the Plat of Magothy Beach, Plat Book No. 4 folio 15

6. All that tract of land about 3.769 Acres as situated betweehn the Dual Highway and Old State Road
All of the above lots in the Third Election District of Anne Arundel County

7. All that lot known as No. 822 on the Plat of Patapsco Park Plat Book No.12 folio 8 in the Fifth District of Anne Arundel County.

13

It is thereupon this 14 day of November 1956 by the Circuit Court of Anne Arundel County, Ordered; That notice be

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given by the insertion of a copy of this Order in one newspaper in Anne Arundel County, once a week for four successive weeks warning all persons who may be interested in the properties aforesaid to be and appear in this Court by the 23 day of ~~December~~ JANUARY 1957 and redeem the properties in the Bill of Complaint or thereafter a final decree will be rendered foreclosing all rights of redeemption in said properties and vesting in the Plaintiffs a fee simple title free and clear of any encumbrances.

George T. Cromwell
~~Judge~~ CLERK

STEVEN J. EVERD AND MARGARET EVERD, His Wife.

ISAAC BALDWIN, BARBARA HELMRICH, CLARENCE E. VOGEL AND AUDREY E. VOGEL, His Wife. CHARLES G. DIMATTEL AND ETHEL M. DIMATTEL, His Wife. MAGOTHY HOMESTEAD CORP, ELIZABETH GAWENS, AND GILMORE HASKINS and any all persons who may be interested or have any interest in the hereinafter proceedings.

Order Of Publication

The object of this Proceeding is to secure the foreclosure of all rights of redemption in the following described properties in Anne Arundel County sold by Joseph H. Griscom, Sr. Treasurer of Anne Arundel County and Collector of State and County Taxes for Anne Arundel County.

1. All those six lots known as Nos. 11-12-33-34-35 and 36 in Section 80 on the Plat of Green Haven, Plat Book No. 15 folio 7.
2. All that lot known as No. 29 in Section "D" on the Plat of Green Haven, Plat Book No. 4 folio 42.
3. All those four lots known as 46-47-48 and 49 in Section No. 56 on the Plat of Green Haven, Plat Book No. 15 folio 7.
4. All those two lots known as Nos. 62 and 38 Block "M" on the Plat of Orchard Beach, Plat Book No. 2 folio 32.
5. All those six lots known as Nos. 690-691-692-936-937 and 1054 on the Plat of Magothy Beach, Plat Book No. 4 folio 15.
6. All that tract of land about 3.789 Acres as situated between the Dual Highway and Old State Road. All of the above lots in the Third Election District of Anne Arundel County.
7. All that lot known as No. 822 on the Plat of Patapsco Park Plat Book No. 12 folio 8 in the Fifth District of Anne Arundel County.

It is thereupon this 14 day of November, 1956 by the Circuit Court of Anne Arundel County, Ordered; that Notice be given by the insertion of a copy of this Order in one newspaper in Anne Arundel County, once a week for four successive weeks warning all persons who may be interested in the properties aforesaid to be and appear in this Court by the 23rd day of January, 1957 and redeem the properties in the Bill of Complaint or thereafter a final decree will be rendered foreclosing all rights of redemption in said properties and vesting in the Plaintiffs a fee simple title free and clear of any encumbrances.

GEORGE T. CROMWELL,
Clerk

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

D-13

OFFICE OF

Maryland Gazette

LIBER 103 PAGE 217

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 28, 1956

We hereby certify, that the annexed Order Publication Eq. 11,927 Property Everd vs Isaac Baldwin

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 January, 1957. The first insertion being made the 22nd day of November, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
29 AM 10:28

Filed Dec 29, 1956 at 10.28 A.M.

LIBER 103 PAGE 218

STEPHEN J. EVERD, et ux	:	No. 11,927 Equity
Plaintiff	:	IN THE
vs	:	CIRCUIT COURT
MAGOTHY HOMESTEAD CORPORATION, et al	:	FOR
Defendant	:	ANNE ARUNDEL COUNTY
	:	

PETITION TO REDEEM

The Petition of the Magothy Homestead Corporation, by its Attorneys, William W. Townshend, Jr. and William E. Kirk, respectfully states:

1. That your Petitioner is the owner of Lot numbers 690, 691, 692, 936, 937 and 1054 as shown on the Plat of Upper Magothy Beach, Third Election District, Anne Arundel County, Maryland, as alleged in the Bill of Complaint filed herein.

2. That your Petitioner desires to redeem said property.

WHEREFORE, your Petitioner prays an Order of this Honorable Court permitting it to redeem said property upon payment of such amount or amounts as this Court by subsequent Order shall fix as necessary for redemption in accordance with the provisions of Article 81 of the Annotated Code of Maryland (1951 Edition), as amended.

AND, as in duty bound, etc.

TOWNSHEND AND KIRK

By William E. Kirk
William E. Kirk
Attorneys for Petitioner
Towns-Worth Bldg., South Street
Annapolis, Maryland CO. 3-4546

I hereby certify that a copy of the foregoing petition has been mailed this 5th day of February, 1957, to Swetser Linthicum, Esq., 202 W. Maple Road, Linthicum Heights, Maryland, Attorney for Plaintiff.

William E. Kirk
William E. Kirk

16

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1957 FEB -5 PM 3:53

ORDER OF COURT

Upon the foregoing Petition, it is this 6th day of February, 1957, by the Circuit Court for Anne Arundel County in Equity, ORDERED that Magothy Homestead Corporation, be, and it is hereby, permitted to redeem the property mentioned in said Petition upon payment of such amount or amounts as this Court by subsequent Order shall fix as necessary for redemption, in accordance with the provisions of Section 92 of Article 81 of the Annotated Code of Maryland (1951 Edition).

Benjamin Michaelson
Judge

16

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1957 FEB -6 PM 3:43

LIBER 103 PAGE 220

STEPHEN J. EVERD, et ux	:	No. 11,927 Equity
Plaintiff	:	IN THE
vs	:	CIRCUIT COURT
MAGOTHY HOMESTEAD CORPORATION, et al	:	FOR
Defendant	:	ANNE ARUNDEL COUNTY
	:	

AGREEMENT FOR REDEMPTION

It is agreed and stipulated between Counsel for Plaintiff and Counsel for Defendant, Magothy Homestead Corporation, that the following amounts are necessary to redeem the property mentioned in the above entitled proceedings, and contained in Certificate No. 2914 .

1. Payable to the Treasurer of Anne Arundel County:

Taxes (including amount of tax certificate and 1957 taxes) and interest to date of redemption. $66.80

2. Payable to Attorney for Plaintiff:

Court Cost (Proportionate share). 12.75
Advertising (Proportionate share) 11.56
Title search. 25.00
Attorney fee. 50.00

TOWNSHEND AND KIRK

by William E. Kirk
William E. Kirk
Attorneys for Defendant
Magothy Homestead Corporation

Sweetser Linthicum
Sweetser Linthicum
Attorney for Plaintiff

17

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1957 FEB 15 AM 9:44

No. 11,927
Equity

LIBER 103 PAGE 221

ORDER OF COURT

Upon the foregoing Agreement as to Costs filed in this cause by the respective counsel for Plaintiff and for the Defendant, Magothy Homestead Corporation, it is this 16th day of February, 1957, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that the amounts necessary for the Defendant, Magothy Homestead Corporation, to redeem its property mentioned in these proceedings be, and the same is hereby set as follows:

1. Payable to the Treasurer of Anne Arundel County:

Taxes (including amount of tax certificate and 1957 taxes) and interest to date of redemption.	$66.80

2. Payable to Attorney for Plaintiff:

Court Cost (Proportionate share).	12.75
Advertising (Proportionate share)	11.56
Title search.	25.00
Attorney fee.	50.00

And it is further ORDERED, that upon payment of the above Costs due and the filing of an Order for Settlement and Redemption in this cause, the property of the Defendant, Magothy Homestead Corporation, herein, shall stand redeemed from the force and effect of the Plaintiff's Tax Sale and Certificate.

Benjamin Michaelson
Judge

18

FILED
1957 FEB 16 PM 12:11

STEPHEN J. EVERD, et ux	:	No. 11,927 Equity
Plaintiff	:	IN THE
vs	:	CIRCUIT COURT
MAGOTHY HOMESTEAD CORPORATION, et al.	:	FOR
	:	ANNE ARUNDEL COUNTY
Defendant	:	

ORDER FOR REDEMPTION

Mr. Clerk:

Please enter the above entitled case "Settled and Property Redeemed" as to the property of the Magothy Homestead Corporation.

Sweetser Linthicum
Sweetser Linthicum
Attorney for Plaintiff

FILED
1957 FEB 25 AM 10:59

Steven J. Everd and Margaret Everd his wife VS Isaac Baldwin Barbara Helmrich Clarence E. Vogel and Audrey E. Vogel his wife Charles G. DiMattel and Ethel M. DiMattel his wife Elizabeth Gawens and Gilmore Haskins and any and all persons who may be interested or have any interest whatsoever in the lots herein or in the herein proceedings.	* *	IN THE CIRCUIT COURT of ANNE ARUNDEL COUNTY (In Equity) Case No. 11927

FINAL DECREE.

The above cause being submitted, no cause to the contrary having been shown, it is therefor ORDERED and DECREED this 22nd day of May 1957 by the Circuit Court of Anne Arundel County that the title to the following lots to wit;

1. All those six lots known as Nos. 11-12-33-34-35 and 36 in Section 80 on the Plat of Green Haven, Plat Book No. 15 folio 7.

2. All that lot known as No. 29 in Section "D" on the Plat of Green Haven, Plat Book No. 4 folio 42

3. All those four lots known as 46-47-48 and 49 in Section No. 56 on the Plat of Green Haven, Plat Book No. 15 folio 7

4. All those two lots known as Nos. 52 and 53 Block "M" on the Plat of Orchard Beachm Plat Book No. 2 folio 32

5. All that tract of land about 3.769 Acres as situated between the Dual Highway and Old State Road, part of R.G.P 4-414-W.N.W. 74-202
All of the above lots in the Third Election District of Anne Arundel County

6. All that lot knownas No.822 on the Plat of Patapsco Park Plat Book No.12 folio 8 in the Fifth District of Anne Arundel County.

be and they are hereby vested in the plaintiffs, Steven J. Everd and Margaret Everd, his wife, in fee simple, free of all rights of redemption and free and clear of any encumbrances.

FILED
1957 MAY 22 AM 11:59

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And it is further ordered that the plaintiffs pay the costs of these proceedings.

Matthew L. Evans
Judge

21

CHARLES C. REEDER, 721 Cliveden Road, Baltimore 8, Maryland Complainant vs. FREDERICK KAISS and HELEN M. KAISS, his wife, 1217 Linden Avenue, Arbutus, Baltimore 27, Maryland. LOUIS JONGBLOET and MARGARET JONGBLOET, his wife Crownsville, Maryland NOAH A. HILLMAN and AMELIA HILLMAN, his wife 4 Randall Place, Annapolis, Maryland RUDOLPH RUPP 720 Second Street, Eastport, Annapolis, Maryland. Defendants	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 11,631 EQUITY

.. ..

BILL OF COMPLAINT TO FORECLOSE
EQUITY AND RIGHT OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Charles C. Reeder, the Complainant in the above styled matter, by and through his Solicitor, William J. Boehm, respectfully states unto your Honors:-

1. That a search of the Land Records of Anne Arundel County, State of Maryland, discloses that the Defendants were the owners of the real estate located in Anne Arundel County, State of Maryland and the said real estate was sold by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, at public auction, on October 11, 1954, to the Complainant herein.

2. That the Complainant, Charles C. Reeder, purchased the hereinafter described properties at the public sale aforesaid, as follows:

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

Filed JAN 30 1956

The property of Frederick Kaiss and Helen M. Kaiss, his wife, being located in the Second Election District of Anne Arundel County and described as Lots nos. 20, 21, 22, 23 and 24 of Block 137, as shown on a plat of Herald Harbor and described in a deed from C. Albert Hodges, et al, dated October 14, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 495, folio 412, as more particularly set forth in the Certificate of Tax Sale No. 2479 and attached hereto and made a part hereof and marked Exhibit No. 1.

The property of Louis Jongbloet and Margaret Jongbloet, his wife, being located in the Second Election District of Anne Arundel County and described as Lot No. 3, Block 152; lots nos. 1 to 6, inclusive, Block 153, lots nos. 1 to 3, inclusive, Block 154; lots nos. 1 to 4, inclusive, and lots nos. 36 to 38, inclusive, Block 155, Section F; lots nos. 1 to 13, inclusive and lots nos. 36 to 41, inclusive, Block 156; lots nos. 1 to 9, inclusive, Block 157, Section F, as shown on plat of Herald Harbor recorded among the Plat Records of Anne Arundel County on Rod K, Plat 9 and described in a deed from Eleanor Bloomquist, et al to Louis Jongbloet and Margaret Jongbloet, his wife, dated 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 428, folio 283 and more particularly set forth in the Certificate of Tax Sale No. 2491 and 2480 and attached hereto and made a part hereof and marked as Exhibits Nos. 2 and 3.

The property of Noah A. Hillman and Amelia Hillman, his wife, being located in the Second Election District of Anne Arundel County and described as lots nos. 9, 10, 11, Block 96, Section E., as shown on plat of Herald Harbor and recorded among the Plat Records of Anne Arundel County on Rod L, Plat No. 1 and described in a deed from Joseph Griscom, Sr., et al, to Noah A. Hillman and wife by deed dated October 18, 1949 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No.

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

543, folio 27, and more particularly set forth in Certificate of Tax Sale No. 2492 and attached hereto and made a part hereof and marked as Exhibit No. 4.

The property of Rudolph Rupp being located in the Sixth Election Distridt (formerly Second) of Anne Arundel County and described as Lots nos. 158, 159, 160, 161, 162 and 163, Block 623 as situate in Truxton Heights as shown on Plat recorded among the Plat Records of Anne Arundel County in Plat Book 10, Page 6, and described in a deed from the Cityco Realty Company to Rudolph Rupp dated June 6, 1936 and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 152, folio 79, as more particularly set forth in Certificate of Tax Sale No. 2487 and attached hereto and made a part hereof and marked as Exhibit No. 5.

3. That the properties hereinbefore mentioned have not been redeemed by any of the parties in interest, although more than one year and a day from the date of sale has expired.

4. To redeem these properties, it is necessary for the Defendants to pay the sums as set out on the Certificates of Tax Sales, as amount due on day of sale, together with interest, taxes, costs and penalty accruing subsequent to the date of sale as provided by Section 90-J and 90-K of Article 81 of the Code of Maryland, 1947 Supplement.

TO THE END, THEREFORE:

(1) That process issue and be directed to the Defendants named in said Bill of Complaint.

(2) That an Order of Publication issue directed to all parties in interest in the properties.

(3) That a final Decree by this Honorable Court be passed forclosing all rights of redemption of the Defendants and to the properties described herein.

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

AND AS IN DUTY BOUND

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

Charles C. Reeder
Complainant

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

I HEREBY CERTIFY, that on this 27th day of January, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Charles C. Reeder, the above named Complainant, and made oath in due form of law that the matters and facts set forth in the aforegoing Bill of Complaint are true to the best of his knowledge, information and belief.

WITNESS my hand and Notarial Seal.

William J. Boehm,
Notary Public

LIBER 103 PAGE 229 2-33231

Assessed 750.00

Nº 2479 CERTIFICATE OF TAX SALE

JOSEPH H. GRISCOM, Sr.

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 11th 1954, I sold to A Charles C Reeder 721 Cliveden Rd Balto 8, Md. at public auction for the sum of 87.40 Dollars and _____ Cents, of which 87.40 Dollars has been paid as a deposit on the property in 2nd Dist described as Lots 20-21-22-23-24 Blk 137 Imps as shown on the plat of Herald Harbor (Resale 1951)

and assessed to ~~[illegible]~~ Frederick & Helen M Kriss

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12th 1955, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 11 day of Oct 1954

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11th day of October, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H Griscom Sr, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 2, 1955

5

Filed JAN 30 1955

Exhibit #1

LIBER 103 PAGE 230 2-33221

Nº 2491 CERTIFICATE OF TAX SALE

Assessed 475.00

I, JOSEPH H. GRISCOM, Sr. County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 11th 1954, I sold to Charles A. Reeder 721 Cleveden Rd Balto 8, Md. at public auction for the sum of 60. Dollars and 00 Cents, of which 58.59 Dollars has been paid as a deposit on the property in 2nd Dist. described as Lot 3 Blk 152 + 1 to 6 Blk 153 - 1-3 Blk 154 + 1 to 4 - 36 to 38 Blk 155 Sec 7 as shown on the plat of Herald Harbor and assessed to Louis + Margaret Jaughlet

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12th 1955, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 11 day of Oct 1954

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct.

I hereby certify, that on this 11 day of October, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public

My Commission Expires May 2, 1955

6

Filed JAN 30 1956

Exhibit #2

LIBER 103 PAGE 231 A - 33222

Nº 2480 CERTIFICATE OF TAX SALE

Assumed $6.25

I, JOSEPH H. GRISCOM, Sr. ~~County Treasurer~~, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 11th 1954, I sold to Charles C Reeser 721 Cleveden Rd Baltimore 8 Md. at public auction for the sum of 72.41 Dollars and ..... Cents, of which 72.41 Dollars has been paid as a deposit on the property in Tax Dist. described as Lot 1 to 13 - 36 to 41 Blk. 156 + 1 to 9 Blk 157 Sec 7. as shown on the plat of Severna Harbor and assessed to Louis + Margaret Inglehart

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12th 1955, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 11 day of Oct 1954

Joseph H. Griscom Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11 day of October, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H Griscom Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

541-358
488-283
107-6

My Commission Expires May 2 1955

7

Filed JAN 30 73

Exhibit #3

LIBER 103 PAGE 232 2-33160

Nº 2492 CERTIFICATE OF TAX SALE Assessed 75.00

I, JOSEPH H. GRISCOM, Sr.
County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 11th 1954, I sold to Charles A. Reeder 421 Cleveden Rd Balto 8, Md at public auction for the sum of 30 Dollars and 00 Cents, of which 19.73 Dollars has been paid as a deposit on the property in 2nd Dist. described as Lots 9-10-11 Bek. 96 Sec. E. as shown on the plat of Herald Harbor

and assessed to Noah A + Amelia Hillman

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12th 1955, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 11 day of Oct 1954

Joseph H. Griscom Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11 day of October, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H Griscom Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 2, 1955

8

Filed JAN 30 1956

Exhibit H-4

LIBER 103 PAGE 233 6A - 26089

Nº 2487 CERTIFICATE OF TAX SALE Assessed 250.00

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the County Treasurer of Anne Arundel, hereby certify that on October 11th 1954, I sold to Charles C. Keeler 721 Glenwood Rd Balto 8 Md. at public auction for the sum of 250 Dollars and 00 Cents, of which 49.92 Dollars has been paid as a deposit on the property in 6A Dist described as Lots 158-159-160-161 162-163 Blk 623 as situated in Truxton Hts.

and assessed to Rudolph Kupp.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12th 1955, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 11 day of Oct 1954

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11 day of October, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 2, 1955

9

Filed JAN 30 1956

Exhibit #5

CHARLES C. REEDER, 721 Cliveden Road, Baltimore 8, Maryland. Complainant vs. FREDERICK KAISS and HELEN M. KAISS, his wife, 1217 Linden Avenue, Arbutus, Baltimore 27, Maryland LOUIS JONGBLOET and MARGARET JONGBLOET, his wife, Crownsville, Maryland NOAH A. HILLMAN and AMELIA HILLMAN, his wife 4 Randall Place, Annapolis, Maryland. RUDOLPH RUPP 720 Second Street, Eastport, Annapolis, Maryland. Defendants	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO 11,631 EQUITY

.. ..

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following properties:

Lots nos. 20, 21, 22, 23 and 24, Block 137, Herald Harbor, Second Election District of Anne Arundel County, State of Maryland, assessed in the name of Frederick Kaiss and Helen M. Kaiss, his wife.

Lot No. 3, Block 152; Lots nos. 1 to 6, inclusive, Block 153, Lots nos 1 to 3, inclusive, Block 154; Lots nos. 1 to 4, inclusive and lots nos. 36 to 38, inclusive, Block 155, Section F; lots nos. 1 to 13, inclusive and lots 36 to 41, inclusive, Block 156, Lots nos. 1 to 9, inclusive, Block 157, Section F., Herald Harbor, Second Election District of Anne Arundel County, State of Maryland, assessed in the name of Louis Jongbloet and Margaret Jongbloet.

Lots nos. 9, 10, 11, Block 96, Section E., Herald Harbor, Second Election District of Anne Arundel County, State of Maryland,

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

10

Filed JAN 30 1956

assessed in the name of Noah A. Hillman and Amelia Hillman, his wife.

Lots. nos. 158, 159, 160, 161, 162 and 163, Block 623, as situate in Truxton Heights, Sixth (formerly Second) Election District, Anne Arundel County, State of Maryland, assessed in the name of Rudolph Rupp.

Said properties having been sold by the Collector of Taxes for Anne Arundel County, State of Maryland to Charles C. Reeder, Complainant in these proceedings.

The Bill of Complaint states, among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day from the date of sale has expired.

It is thereupon, this 30th day of January, 1956, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County, once a week for four successive weeks, warning all persons interested in the said property to be and appear in this Court by the 4th day of April, 1956, and redeem the properties described herein and answer the Bill of Complaint or thereafter a final decree will be rendered foreclosing all rights of redemption in the properties, and vesting in the Complainant, Charles C. Reeder, a title, free and clear of all encumbrances.

George T. Cromwell
George T. Cromwell, Clerk
of the Circuit Court for
Anne Arundel County,

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

11

IN THE
CIRCUIT COURT FOR
ANNE ARUNDEL
COUNTY
NO. 11,631 EQUITY

CHARLES C. REEDER,
721 Cliveden Road,
Baltimore 8, Maryland.
Complainant,
vs.
FREDERICK KAISS and
HELEN M. KAISS, his wife,
1217 Linden Avenue,
Arbutus,
Baltimore 27, Maryland,

LOUIS JONGBLOET and
MARGARET JONGBLOET, his wife,
Crownsville,
Maryland,

NOAH A. HILLMAN and
AMELIA HILLMAN, his wife,
4 Randall Place,
Annapolis, Maryland,

RUDOLPH RUPP,
720 Second Street,
Eastport,
Annapolis, Maryland.
Defendants.

Order Of Publication

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following properties:

Lots Nos. 20, 21, 22, 23 and 24, Block 137, Herald Harbor, Second Election District of Anne Arundel County, State of Maryland, assessed in the name of Frederick Kaiss and Helen M. Kaiss, his wife.

Lot No. 3, Block 152; Lots Nos. 1 to 6, inclusive, Block 153; Lots Nos. 1 to 3 inclusive, Block 154; Lots Nos. 1 to 4, inclusive and Lots Nos. 36 to 38, inclusive, Block 155, Section F.; Lots Nos. 1 to 13, inclusive and Lots 36 to 41, inclusive, Block 156; Lots Nos. 1 to 9, inclusive, Block 157, Section F., Herald Harbor, Second Election District of Anne Arundel County, State of Maryland, assessed in the name of Louis Jongbloet and Margaret Jongbloet.

Lots nos. 9, 10, 11, Block 96, Section E., Herald Harbor, Second Election District of Anne Arundel County, State of Maryland, assessed in the name of Noah A. Hillman and Amelia Hillman, his wife.

Lots. nos. 158, 159, 160, 161, 162 and 163, Block 623, as situate in Truxton Heights, Sixth (formerly Second) Election District, (Anne Arundel County, State of Maryland, assessed in the name of Rudolph Rupp.

Said properties having been sold by the Collector of Taxes for Anne Arundel County, State of Maryland to Charles C. Reeder, Complainant in these proceedings.

The Bill of Complaint states among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day from the date of sale has expired.

It is thereupon, this 30th day of January, 1956, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County, once a week for four successive weeks, warning all persons interested in the said property to be and appear in this Court by the 4th day of April, 1956, and redeem the properties described herein and answer the Bill of Complaint or thereafter a final decree will be rendered foreclosing all rights of redemption in the properties, and vesting in the Complainant, Charles C. Reeder, a title, free and clear of all encumbrances.

GEORGE T. CROMWELL, Clerk of the Circuit Court for Anne Arundel County.

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

f-23

LIBER 103 PAGE 236 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 24, 1956

We hereby certify, that the annexed Order Publication Eq. 11,631 Property Frederick Kaiss

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 April, 1956. The first insertion being made the 2nd day of February, 1956

THE CAPITAL-GAZETTE PRESS, INC.

By H. J. Talgkmand

Filed [illegible] 1956 at 2:30 P.M.

ED
PM 2:26

Charles C. Reeder	No. 11 631 DIVORCES - - EQUITY
vs.	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
Noah A. Hillman Amelia Hillman, his wife,	

DECREE PRO CONFESSO

The respondents Noah A. Hillman and Amelia Hillman, his wife, after ~~order of publication duly published (or served)~~ (having been duly summoned), having failed to appear to the bill of complaint and answer same according to the command of the said ~~order of publication (or~~ writ of summons).

It is, thereupon, this 14th day of September, 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 respondent.

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

Benjamin Michaelson
Judge

13

Filed 14 Sept., 1956.

LIBER 103 PAGE 238

Charles C. Reeder vs. Louis Jongbloet Margaret Jongbloet, his wife,	No. 11,631 DIVORCES - - EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

The respondents Louis Jongbloet and Margaret Jongbloet, his wife, after order of publication duly published, ~~[illegible]~~ having failed to appear to the bill of complaint and answer same according to the command of the said order of publication (~~or writ of summons~~)

It is, thereupon, this 14th day of September, 19 56, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that said bill of complaint be, and the same is hereby, taken pro confesso against said respondent.

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

Benjamin Michaelson
Judge

14

Filed 14 Sept., 1956.

Charles C. Reeder

vs.

Frederick Kaiss
Helen M. Kaiss, his wife,

No. 11 631 DIVORCES - - ~~EQUITY~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

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

It is, thereupon, this 14th day of September 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 respondent.

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

Benjamin Michaelson
Judge

15

Filed 14 Sept., 1956.

LIBER 103 PAGE 240

Charles C. Reeder vs. Rudolph Rupp	No. 11 631 DIVORCES - - EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

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

It is, thereupon, this 13th day of September 19 56, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that said bill of complaint be, and the same is hereby, taken pro confesso against said respondent.

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

Benjamin Michaelson
Judge

16

FILED
1956 SEP 17 AM 10:20

CHARLES C. REEDER	:	IN THE
vs	:	CIRCUIT COURT
FREDERICK KAISS, et al	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	
	:	NO. 11,631 EQUITY
	:	

.. ..

PETITION TO RESCIND DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The Petition of Charles C. Reeder, by and through his Solicitor, William J. Boehm, respectfully represents:

1. That the Defendants, Louis Jongbloet and Margaret Jongbloet, his wife, were returned "non est" on April 2, 1956.

2. That on September 14, 1956, a Decree Pro Confesso was filed in these proceedings against said Defendants, which was duly signed by this Honorable Court.

3. That on January 7, 1957, the Defendants were returned "non sunt" a second time by the Sheriff of Anne Arundel County.

4. That the Counsel for the Petitioner made an investigation as to the possibility of locating said Defendants and has failed to obtain any information as to their whereabouts.

The Petitioner prays this Honorable Court to pass an Order in the premises, rescinding the Decree Pro Confesso filed on September 14, 1956 and further prays that this Honorable Court pass an Order permitting him to refile a Decree Pro Confesso in these proceedings.

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

William J. Boehm,
Solicitor for Petitioner

17

FILED
1957 FEB 11 AM 11:47

LIBER 103 PAGE 242

ORDER OF COURT

ORDERED this 11th day of February, 1957, by the Circuit Court for Anne Arundel County, in Equity, that the Decree Pro Confesso filed in these proceedings on September 14, 1956, be, and the same is hereby rescinded and that the Petitioner is granted leave to refile Decree Pro Confesso in these proceedings against the Defendants, Louis Jongbloet and Margaret Jongbloet, his wife.

Benjamin Michaelson
JUDGE

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

18

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Charles C. Reeder	No. 11,631 DIVORCES - - EQUITY
	IN THE
vs.	CIRCUIT COURT
	FOR
Louis Jongbloet Margaret Jongbloet, his wife	ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

The respondents, Louis Jongbloet and Margaret Jongbloet, his wife, after order of publication duly published (~~or served~~) (~~having been duly summoned~~), having failed to appear to the bill of complaint and answer same according to the command of the said order of publication (~~or writ of summons~~)

It is, thereupon, this 11th day of February 19 57, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that said bill of complaint be, and the same is hereby, taken pro confesso against said respondent.

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

Benjamin Michaelson
Judge

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Return To Mr Boehm

LIBER 103 PAGE 244

CHARLES C. REEDER	:	IN THE
	:	CIRCUIT COURT
vs	:	FOR
FREDERICK KAISS, et al	:	ANNE ARUNDEL COUNTY
	:	NO. 11,631 EQUITY
	:	

.. ..

D E C R E E

This cause, standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court, and it appearing that the same have been conducted in substantial compliance with the provisions of Article 81 of the Annotated Code of Maryland, referring to the foreclosure of the equity redemption of tax sale, it is thereupon this 14th day of March, 1958, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED, as follows:

1. That all rights of redemption of Frederick Kaiss and Helen M. Kaiss, his wife; Louis Jongbloet and Margaret Jongbloet, his wife; Noah A. Hillman and Amelia Hillman, his wife; and Rudolph Rupp, and of anyone claiming by, through or under any of them, in and to the property described in these proceedings as Lots nos. 20, 21, 22, 23 and 24 of Block 137, as shown on a plat of Herald Harbor, Second Election District of Anne Arundel County, Maryland; Lot no. 3, Block 152, lots nos. 1 to 6 inclusive, Block 153, lots nos. 1 to 3, inclusive, Block 154; lots nos. 1 to 4, inclusive and lots nos. 36 to 38, inclusive, Block 155, Section F, lots nos. 1 to 13, inclusive and lots nos. 36 to 41, inclusive, Block 156; lots nos. 1 to 9, inclusive, Block 157, Section F, as shown on plat of Herald Harbor, Second Election District of Anne Arundel County, Maryland; lots nos. 9, 10 and 11, Block 96, Section E, as shown on plat of Herald Harbor, Second Election District of Anne Arundel County, Maryland; and lots nos. 158, 159, 160, 161, 162 and 163, Block 623, as situate in Truxton Heights as shown on plat of Truxton Heights, Sixth (formerly

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WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

19

Second) District of Anne Arundel County, Maryland, as having been sold by the Treasurer of Anne Arundel County for the non-payment of taxes, be, and the same is hereby, barred and foreclosed.

2. That an absolute and indefeasible title, in fee simple, to said property, free and clear of all alienations and descents occurring prior to this Decree, as well as all encumbrances thereon (except taxes accruing subsequent to said date of sale and public easements to which the same are subject) are hereby vested in the Plaintiff, Charles C. Reeder.

3. That, upon payment to him of the balance, if any, due on the purchase price of said property, together with all taxes, interest and penalties thereon accruing subsequent to the date of sale, the Treasurer of Anne Arundel County shall execute a deed conveying said property to the aforesaid Plaintiff.

4. That the Plaintiff shall pay the costs of this proceeding.

Benjamin Michaelson
Judge

20

LIBER 103 PAGE 246

PROVIDENT SAVINGS BANK OF BALTIMORE
Howard and Saratoga Streets
Baltimore 1, Maryland

Plaintiff

Vs.

RALPH D. KAUFMAN and
GENEVIEVE F. KAUFMAN, his wife
532 Stewart Avenue
Anne Arundel County, Maryland

Defendants

Docket 16 Folio 382

Case No. 11,964

Filed

IN THE

CIRCUIT COURT

FOR

~~BALTIMORE COUNTY, IN EQUITY~~
ANNE ARUNDEL COUNTY, IN EQUITY

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents:

That on the 24th day of July A.D. 1953, the defendants executed and delivered to Provident Savings Bank of Baltimore, Howard and Saratoga Streets, Baltimore 1, Maryland, a mortgage upon certain fee simple property in Anne Arundel County ~~Baltimore County~~ therein described, to secure the payment of the mortgage debt of $12,100.00 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

~~Attorney for Plaintiff~~

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LIBER 103 PAGE 247

LIBER 772 PAGE 420

VA Form 4-6318 (Home Loan). Feb. 1953. Use optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to RFC Mortgage Co.

MARYLAND

MORTGAGE

No. 11,964 Equity

THIS MORTGAGE, made this 24th day of July, A. D. 19 53, by and between RALPH D. KAUFMAN and GENEVIEVE F. KAUFMAN, his wife,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and PROVIDENT SAVINGS BANK OF BALTIMORE,

a corporation organized and existing under the laws of the State of Maryland hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, ~~*hereinafter called the Mortgagor,*~~ 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 TWELVE THOUSAND ONE HUNDRED Dollars ($ 12,100.00), 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 Provident Savings Bank of Baltimore, 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 SIXTY-SEVEN and 26/100 Dollars ($ 67.26), commencing on the first day of September, 19 53, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of July, 19 78. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of One Dollar ($1) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey, and assign unto the Mortgagee, its successors and assigns, all the following described property in County of Anne Arundel, in the State of Maryland, to wit:

BEING known and designated as Lot No. 532 of Block 1003-B as shown on the Plat of Newfield, Section #2, said plat being recorded among the Plat Records of Anne Arundel County in Plat Cabinet 4, Rod G-2, Plat #9.
The improvements thereon being known as No. 532 Stewart Avenue.

BEING the same lot or parcel of ground described in a deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto from George Schuman and George Rice unto the Mortgagors herein, in fee simple.

PROVIDENT SAVINGS BANK OF BALTIMORE Howard and Saratoga Streets Baltimore 1, Maryland Plaintiff	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY
vs.	:	
RALPH D. KAUFMAN and GENEVIEVE F. KAUFMAN, his wife 532 Stewart Avenue Anne Arundel County, Maryland Defendants	:	

PETITIONER'S EXHIBIT #1

* Delete italicized words if Mortgagee is not a building and loan association.

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TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, **forever in fee simple.**

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

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

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

(*a*) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.

(*b*) The aggregate of the amounts payable pursuant to subparagraph (*a*) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

(I) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums;
(II) interest on the indebtedness secured hereby; and
(III) amortization of the principal of said indebtedness.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four & ½ per centum (4½%) 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 of four & one-half per centum (4½%) per annum from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at four & one-half per centum (4½%) per annum and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

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

7. He will continuously maintain hazard insurance, of such type or types and amounts as the Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (*a*) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

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

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for **thirty (30** days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or **John J. Neubauer**, 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

4

LIBER 103 PAGE 250

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 $120.00 Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties, and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

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

Witness:

Alfred L. Brennan
ALFRED L. BRENNAN

Ralph D. Kaufman [SEAL]
Ralph D. Kaufman

Genevieve F. Kaufman [SEAL]
Genevieve F. Kaufman

Genevieve F. Kaufman [SEAL]

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE, to wit: LIBER 772 PAGE 424

I HEREBY CERTIFY, That on this 24th day of July, 19 53, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city aforesaid, personally appeared RALPH D. KAUFMAN and GENEVIEVE F. KAUFMAN, his wife, the above named Mortgagors, and they each acknowledged the foregoing mortgage to be their respective act.

At the same time also personally appeared John J. Neubauer, 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.

Alfred L. Brennan
ALFRED L. BRENNAN
Notary Public.

Recorded-4th-Aug.-1953-at-9:00-A.M. "O.P."

ALFRED L. BRENNAN NOTARY PUBLIC

STATE OF MARYLAND

Mortgage

FROM

RALPH D. KAUFMAN and GENEVIEVE F. KAUFMAN, his wife,

TO

MERCHANTS NATIONAL BANK OF BALTIMORE

Received for Record 4 day of Aug. 1953 at 9 o'clock A.M. and recorded in Liber 772 Folio 420 &c., of the Land Records of A.A.Co.

examined per Wm. H. Hopkins Jr. Clerk.

Cost of Record, $1.75 9.75

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ED FOR EXECUTION

TION APPROVED

Liber 1 Fy - 4587

PROVIDENT SAVINGS BANK OF BALTIMORE
Howard and Saratoga Streets
Baltimore 1, Maryland
Plaintiff

VS.

RALPH D. MAUFMAN and
GENEVIEVE F. KAUFMAN, his wife
532 Stewart Avenue
Anne Arundel County, Maryland
Defendant s

IN THE

CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY, IN EQUITY

Docket No. 16, Folio 382

Case No. 11964

MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, BALTIMORE COUNTY, To Wit:

I HEREBY CERTIFY that on this 7th day of December, 1956 before me, the subscriber, a Notary Public in and for the State of Maryland, City 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

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LIBER 103 PAGE 252

Decree in Circuit Court for Baltimore County.

PROVIDENT SAVINGS BANK OF BALTIMORE
Howard and Saratoga Streets
Baltimore 1, Maryland

Plaintiff

Vs.

RALPH D. KAUFMAN and
GENEVIEVE F. KAUFMAN, his wife
532 Stewart Avenue
Anne Arundel County, Maryland

DOCKET 16 FOLIO 382
CASE NO. 11,964
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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 11th day of December 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 Francis X. McDonough 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 weekly newspaper or newspapers published in Baltimore County as they shall think proper, of the time, place, manner and terms of sale, which shall be ~~one-third cash~~, 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; ~~[illegible]~~; 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 Trustees shall by a good and sufficient deed to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs and assigns, the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said 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; provided, that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

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Benjamin Michaelson
Judge

7

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

No. 11,964 Equity

Provident Savings Bank of Baltimore

versus

Ralph D. Kaufman and Genevieve F. Kaufman, his wife

BOND OF TRUSTEE TO SELL Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, John J. Neubauer and Francis X. McDonough, 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 15th day of December in the year of our Lord one thousand, nine hundred and fifty-six.

WHEREAS THE ABOVE BOUNDEN John J. Neubauer and Francis X. McDonough

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

Provident Savings Bank of Baltimore

versus

Ralph D. Kaufman and Genevieve F. Kaufman, 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 Francis X. McDonough

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 (SEAL)
Marie C. Sigwart

John J. Neubauer (SEAL)
John J. Neubauer

Francis X. McDonough (SEAL)
Francis X. McDonough

(SEAL)

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UNITED STATES FIDELITY AND GUARANTY COMPANY

By Robert J. Noeth
Robert J. Noeth, Attorney-in-fact.

Bond Approved this 20th day of December, 1956.
George T. Cromwell, Clerk.

8

PROVIDENT SAVINGS BANK OF BALTIMORE Howard and Saratoga Streets Baltimore 1, Maryland Plaintiff	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	:	
RALPH D. KAUFMAN and GENEVIEVE F. KAUFMAN, 532 Stewart Avenue Anne Arundel County, Maryland Defendants	:	Docket 16, folio 382 Equity Case No. 11964

PETITION AND ORDER TO ADD NEW
PARTIES DEFENDANT
: : : : : : : :

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Provident Savings Bank of Baltimore, a body corporate of the State of Maryland, respectfully shows unto your Honor:

I: That the Defendants, by their mortgage dated July 24, 1953 and duly recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 772, folio 420, made and delivered to the Plaintiff to secure the sum of Twelve Thousand and oo/100 Dollars ($12,000.00), wherein fee simple property known as No. 532 Stewart Avenue, and more particularly described as Lot No. 532 of Block 1003-B, as shown on the Plat of Newfield, Section #2, said Plat being recorded among the Plat Records of Anne Arundel County in Plat Cabinet 4, Rod G-2, Plat #9, was granted and conveyed to the Plaintiff herein to secure repayment of the above sum, with interest thereon in monthly installments of Sixty-seven and 26/100 Dollars ($67.26), maturing July 1,1978. Said mortgage provided among other things that, in the event of default, the said mortgagors consented to the passage of a decree for sale of the mortgaged premises and default has occurred in the payment of principal and interest, in the manner and time as therein provided, and the decree has been entered by this Honorable Court on December 11, 1956, authorizing the Plaintiff to proceed with sale of the mortgaged premises.

II: That the United States of America filed the following Income Tax Liens against the Defendants which are dated and recorded in the Office of the Clerk of the Circuit Court for Anne Arundel County, as follows:

JOHN J. NEUBAUER
ATTORNEY AT LAW
BALTIMORE, MD.

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9

(a) Income Tax 1953, filed May 27, 1955 under serial #37918 in the amount of $1,034.89.

(b) Income Tax 1954, filed November 28, 1955 under serial #39869 in the amount of $425.10.

(c) Income Tax 1955, filed August 31, 1956 under serial #45359 in the amount of $91.56.

III: That under Title 28 of the U.S. Code, Section 2410, the United States of America is required to be made a party Defendant in these proceedings for the purpose of discharging the aforesaid tax liens in these proceedings as to the mortgaged premises involved in this action and as above described and to give United States Government notice of the disposition of the property owned by the Defendants charged with the aforesaid tax liens; and further, to enable the United States Government to file its claims under the said tax liens in these proceedings and secure proper allowance therefor, according to its legal priority.

WHEREFORE, your Petitioner prays that leave be granted to it to join the United States of America as a party Defendant in these proceedings and that said Defendant, United States of America, be required to file its answer herein within sixty (60) days, provided a copy of this Petition and Order be served on the United States District Attorney for the District of Maryland and on the Attorney General of the United States of America, Washington, District of Columbia.

AND, as in duty bound, etc.

John J. Neubauer, Attorney for Plaintiff
Keyser Building
Calvert and Redwood Sts.
Baltimore 2, Maryland

ORDER OF COURT.
this 18th day of January, 1957

Let leave be granted to join the United States of America as a party Defendant as prayed herein.

Judge

Service of copy of the aforesaid Petition and Order is hereby acknowledged and admitted this day of January, 1957.

United States District Attorney for the District of Maryland

JOHN J. NEUBAUER
ATTORNEY AT LAW
BALTIMORE, MD.

FILED
1957 JAN 19 AM 9:45

PEOVIDENT SAVINGS BANK OF BALTIMORE
HOWARD AND SARATOGA STREETS
BALTIMORE 1, MARYLAND
Plaintiff

VS.

RALPH D. KAUFMAN and
GENEVIEVE F. KAUFMAN, his wife
532 Stewart Avenue
Anne Arundel County, Maryland
Defendants

LIBER 103 PAGE 256

IN THE

Circuit Court for [redacted] ANNE ARUNDEL COUNTY

Docket 16, folio 382 - Equity Case #11964

IN EQUITY.

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Provident Savings Bank of Baltimore, Howard and Saratoga Streets, Baltimore 1, Maryland,

under the mortgage from Ralph D. Kaufman and Genevieve F. Kaufman, his wife,

to Provident Savings Bank of Baltimore

dated the 24th day of July, 19 53, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 772 Folio 420

Principal amount of mortgage	$ 12,100.00
Less payments made on account	995.03
Balance on principal	$ 11104.97
LESS:	
Credit in expense account	59.67
Net balance on account of principal	$ 11045.30
Interest to February 15, 1957	312.30
Balance due on principal and interest	$ 11357.60

Daily interest is $ 1.39

PROVIDENT SAVINGS BANK OF BALTIMORE
BY: Gerard W. Kirby
Gerard W. Kirby, Vice-President

STATE OF MARYLAND, County of Baltimore, to wit:

I HEREBY CERTIFY, that on this 22nd day of January in the year nineteen hundred and fifty-seven, before me, the subscriber a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared GERARD W. KIRBY, Vice-President of PROVIDENT SAVINGS BANK OF BALTIMORE,

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.

Norman G. Williams - Notary Public

FILED

1957 JAN 24 AM 9:35

PROVIDENT SAVINGS BANK OF BALTIMORE
Howard and Saratoga Streets
Baltimore 1, Maryland
Plaintiff

VS.

RALPH D. KAUFMAN and
GENEVIEVE F. KAUFMAN, his wife
532 Stewart Avenue
Anne Arundel County, Maryland - Defendants

—IN THE—

CIRCUIT COURT

—FOR—

ANNE ARUNDEL COUNTY, IN EQUITY

No. 11,964 Equity

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR BALTIMORE COUNTY:

The Report of Sale of John J. Neubauer and Francis X. McDonough, Trustees appointed by the decree in the above entitled cause to make sale of fee simple property situate in Anne Arundel County, State of Maryland, upon which the improvements thereon are known as No. 532 Stewart Avenue, in the proceedings in said cause mentioned respectfully shows, that the after giving bond with security for the faithful discharge of their trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisements inserted in the "MARYLAND GAZETTE", a weekly 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 Tuesday the 19th day of February, 1957, at 4:00 o'clock, P. M., attend on the premises and then and there sold the fee simple property to Provident Savings Bank of Baltimore, Baltimore 1, Md., at and for the sum of Eleven Thousand and 00/100 Dollars ($11,000.00); it being the highest bidder therefor.

John J. Neubauer Trustee
Francis X. McDonough
Francis X. McDonough Trustee.

State of Maryland, ANNE ARUNDEL COUNTY, *Sct.*

I Hereby Certify, that on this 20th day February, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel aforesaid, personally appeared John J. Neubauer and Francis X. McDonough, 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 fairly made.

AS WITNESS my hand and Notarial seal.

Kenneth J. Gaeng
KENNETH J. GAENG Notary Public

Filed 21 Feb., 1957, at 9:15 A. M.

12

LIBER 103 PAGE 258

ORDER NISI

PROVIDENT SAVINGS BANK OF BALTIMORE

versus

RALPH D. KAUFMAN and
GENEVIEVE F. KAUFMAN, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,964 Equity

Ordered, this 25th day of February, 19 57, That the sale of the property in these proceedings mentioned made and reported by JOHN J. NEUBAUER and FRANCIS X. McDONOUGH Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sales ~~to be~~ was $ 11,000.00

Filed 1957 Feb., 25th
1:18 P.M.

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

PROVIDENT SAVINGS BANK OF BALTIMORE

versus

RALPH D. KAUFMAN and
GENEVIEVE F. KAUFMAN, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 2d day of April, 1957, that the sale made and reported by the Trustees 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 Trustees allowed the usual commissions and such proper expenses as they shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

FILED
1957 APR -3 PM 12:33

13

PROVIDENT SAVINGS BANK OF BALTIMORE	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
	:	
RALPH D. KAUFMAN and GENEVIEVE F. KAUFMAN	:	Docket 16, Folio 382 Equity Case No. 11964
	:	

...oOo...

ANSWER TO PETITION AND ORDER
TO ADD NEW PARTY DEFENDANT

The United States of America, by Walter E. Black, Jr., United States Attorney, and William J. Evans, Assistant United States Attorney, in and for the District of Maryland, answering the Petition and Order to Add New Party Defendant says:

1. That it has no knowledge of the facts alleged in Paragraph I and neither admits nor denies the same.

2. That it admits the allegations of Paragraph II but avers that the tax lien filed May 27, 1955, under Serial No. 37918 for 1953 income taxes, in the amount of $1,034.89, has been reduced by payments of $100.00 and $772.00 so that the present outstanding balance due by the taxpayers is $162.89; and it attaches hereto pertinent Certificate of Assessments and Payments marked "Exhibit A".

3. That it admits the allegations of Paragraph III.

4. And further answering the Petition, it denies that said mortgage is superior to said tax liens unless this Court finds that said mortgage is a valid instrument executed and recorded in compliance with Maryland laws prior to the time of the filing of the Notice of Federal Tax Lien under the Internal Revenue laws, and hereby asserts priority for its tax liens over all other lienors and creditors in and to any surplus arising from the

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1957 FEB 28 PM 2:45

14

judicial sale of the premises covered by the mortgage being foreclosed in these proceedings after the mortgage debt has been satisfied in the event that it is given priority by this Honorable Court.

WHEREFORE, having fully answered the Petition, the United States avers that it has no objection to the foreclosure and prays that this Honorable Court give proper priority to the tax liens in accordance with the law.

AND, as in duty bound, etc.

Walter E. Black, Jr.
Walter E. Black, Jr.
United States Attorney

William J. Evans
William J. Evans
Assistant United States Attorney

I HEREBY CERTIFY that a copy of the foregoing Answer to Petition and Order to Add New Party Defendant was mailed this 27th day of February, 1957, to John J. Neubauer, Esquire, attorney for plaintiff, Keyser Building, Calvert and Redwood Streets, Baltimore 2, Maryland.

William J. Evans
William J. Evans
Assistant United States Attorney

15

LIBER 103 PAGE 261 "EXHIBIT A"

CERTIFICATE OF ASSESSMENTS AND PAYMENTS

(See instructions on reverse side)

OFFICE OF DISTRICT DIRECTOR OF INTERNAL REVENUE	IN RE: (NAME OF TAXPAYER)
Baltimore 2, Maryland	Ralph D. and Genevieve Kaufman
	ADDRESS 532 Stewart Ave, Glen Burnie, Maryland
TO: Special Procedures Section, Morton Bldg. Baltimore 2, Maryland	ATTENTION: (Symbols and date of letter) 1410:CLS 2/4/57

The following is a transcript of the records of this office covering the accounts of the taxpayer named above in respect to (character of tax) INCOME TAX

For the (period covered) 1953 thru 1955

1. TAXABLE PERIOD	2. LIST AND YEAR	3. ACCT. NO. OR PAGE AND LINE	4. AMOUNT ASSESSED		PAID, ABATED, OR CREDITED 5. DATE OR SCHED. NO.	6. AMOUNT		7. PAID AB. CR.	8. ADJUSTMENT OF OVERASSESSTMENTS
1953	Apr' 54	OP-1007117	1,034	89					
					5/25/55	100	00	pd	5/20/55
					8/17/55	772	00	pd	8/15/55
						162	89	OUTSTANDING	
									23 C 4/28/54
									1st Notice 4/30/54
									2nd Notice 6/30/54
									Warrant for Distraint 1/17/55
									Lien filed 5/12/55
1954	May' 55	OP-1504148	425	10		425	10	OUTSTANDING	
									23 C 5/31/55
									1st Notice 6/7/55
									2nd Notice 9/30/55
									Warrant for Distraint 11/4/55
									Lien filed 11/25/55
1955	May' 56	OP-1502720	91	56		91	56	OUTSTANDING	
									23 C 5/8/56
									1st Notice 5/15/56
									Warrant for Distraint 7/12/56
									Lien filed 8/31/56

I certify that the foregoing transcript of the accounts of the taxpayer named above in respect to the taxes specified, is true and complete for the period stated, and that all assessments and payments of tax, penalty and interest, and all abatements, credits, and refunds relating thereto as disclosed by the records of this office are shown therein.

FILED

DATE OF CERTIFICATE	DISTRICT DIRECTOR OF INTERNAL REVENUE
February 8, 1957 1214:SFB 28	PM 2:45

U. S. TREASURY DEPARTMENT - INTERNAL REVENUE SERVICE FORM 899 (REV. 10-54)

JOHN J. NEUBAUER, Solicitor
Keyser Building
Baltimore Maryland

Trustee's Sale

OF VALUABLE FEE SIMPLE DWELLING PROPERTY

NO. 532 STEWART AVENUE

Under and by virtue of a Decree passed by the Circuit Court of Anne Arundel County in Equity, in a case entitled "Provident Savings Bank of Baltimore vs. Ralph D. Kaufman and Genevieve F. Kaufman, his wife", the undersigned Trustees will sell at Public Auction on the premises the above property on

Tuesday, February 19, 1957
at 4:00 O'Clock P. M.

All that lot or parcel of ground situate, lying and being in Anne Arundel County, State of Maryland, and more particularly described in a Mortgage dated July 24, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 772, folio 420, from Ralph D. Kaufman and Genevieve F. Kaufman, his wife, to Provident Savings Bank of Baltimore, and said property being described as follows:

"All that lot or parcel of ground situate, lying and being in Anne Arundel County, State of Maryland, and being known and designated as Lot No. 532 of Block 1003-B, as shown on the Plat of Newfield, Section No. 2, said plat being recorded among the Plat Records of Anne Arundel County in Plat Cabinet 4, Rod C-2, Plat No. 9.

The improvements thereon being known as No. 532 Stewart Avenue;"

and being the same property now or formerly occupied by Ralph D. Kaufman and Genevieve F. Kaufman, his wife.

The improvements consist of a One and one-half brickete one family bungalow, five and one-half rooms, (three bedrooms, one bath, asphalt shingle gable roof, concrete block foundation, full concrete basement, forced warm air-gas fired heat.

Taxes, Anne Arundel County Sanitary Commission charges, if any, and other municipal liens and charges to be adjusted to the date of sale.

A deposit of $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 to date of settlement and to be paid immediately upon ratification of sale by the Circuit Court for Anne Arundel County.

17

JOHN J. NEUBAUER and
FRANCIS X. McDONOUGH,
Trustees.

Keyser Building, Baltimore 2,
Maryland LE. 9-3212

E. T. NEWELL & CO., INC.
122 W. North Avenue
Baltimore City—Maryland
Auctioneers

F-14

LIBER 103 PAGE 262

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 22, 1957

We hereby certify, that the annexed

Trustee's Sale

Ralph D. Kaufman

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 February, 1957. The first insertion being made the 24th day of January, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1957 MAR 22 AM 10:20

By

LIBER 103 PAGE 263

OFFICE OF

ening Capital

Published by

AL-GAZETTE PRESS, INC.

CT FOR ANNE ARUNDEL COUNTY ADVERTISING

Legal Notice

JOHN J. NEUB 3, Solicitor
Keyser Building
Baltimore 2, Maryland

Trustee's Sale

OF VALUABLE FEE SIMPLE DWELLING PROPERTY

NO. 532 STEWART AVENUE

Under and by virtue of a Decree passed by the Circuit Court of Anne Arundel County in Equity, in a case entitled "Provident Savings Bank of Baltimore vs. Ralph D. Kaufman and Genevieva F. Kaufman, his wife", the undersigned Trustees will sell at Public Auction on the premises the above property on

Tuesday, February 19, 1957 at 4:00 O'Clock P. M.

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"All that lot or parcel of ground situate, lying and being in Anne Arundel County, State of Maryland, and being known and designated as Lot No. 532 of Block 1003-B, as shown on the Plat of Newfield, Section No. 2, said plat being recorded among the Plat Records of Anne Arundel County in Plat Cabinet 4, Rod C-2, Plat No. 9.

The improvements thereon being known as No. 532 Stewart Avenue;"

and being the same property now or formerly occupied by Ralph D. Kaufman and Genevieve F. Kaufman, his wife.

The improvements consist of a One and one-half brickete one family bungalow, five and one-half rooms (three bedrooms), one bath, asphalt shingle gable roof, concrete block foundation, full concrete basement, forced warm air-gas fired heat.

Taxes, Anne Arundel County Sanitary Commission charges, if any, and other municipal liens and charges to be adjusted to the date of sale.

18 A deposit of $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 to date settlement and to be paid immediately upon ratification of sale by the Circuit Court for Anne Arundel County.

JOHN J. NEUBAUER and
FRANCIS X. McDONOUGH,
Trustees.

Keyser Building, Baltimore 2, Maryland LE. 9-3212

E. T. NEWELL & CO., INC.
122 W. North Avenue
Baltimore City—Maryland
Auctioneers F-14

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 22, 1957

We hereby certify, that the annexed

Trustee's Sale

Ralph D. Kaufman

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once ~~a week~~ TIME for 1 ~~successive weeks~~ before the 19th day of February, 1957. The first insertion being made the 25th day of January, 1957.

THE CAPITAL GAZETTE PRESS, INC.

FILED

1957 MAR 22 PM 10 20

By Ralph Kaufman

LIBER 103 PAGE 264

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. 11,964 Equity
PROVIDENT SAVINGS BANK OF BALTIMORE
Vs.
RALPH D. KAUFMAN AND GENEVIEVE F. KAUFMAN, HIS WIFE.

Ordered, this 25th day of February, 1957, That the sale of the property in these proceedings mentioned made and reported by JOHN J. NEUBAUER and FRANCIS X. McDONOUGH Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sale was $11,000.00.

GEORGE T. CROMWELL, Clerk.

True Copy. TEST:

GEORGE T. CROMWELL, Clerk.

M-21

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 21, 1957

We hereby certify, that the annexed Order Nisi Sale Eq. 11,964 Ralph D. Kaufman

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 1st day of April, 1957. The first insertion being made the 28th day of February, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1957 MAR 22 AM 10:20

No. M.G. 10632 By H. Tilghman

49

In the Case of

Provident Savings Bank of Baltimore

vs.

Ralph D. Kaufman

and

Genevieve F. Kaufman, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,964 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.

April 11, 1957

All of which is respectfully submitted.

Laura R. Fickling
Auditor.

FILED
1957 APR 17 PM 12 50

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Dr. in ac.

Provident Savings Bank of Baltimore vs. Ralph D. Kaufman
and Genevieve F. Kaufman, his wife

To Trustees for Fee, viz:	120	00		
To Trustees for Commissions, viz:	362	36	482	36
To Trustees for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	31	00		
Auditor - stating this account and three copies	18	00	59	00
To Trustees for Expenses, viz:				
Capital-Gazette Press - advertising sale	67	20		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	12	35		
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		
Kenneth J. Gaeng - notary fees	1	00	183	65
To Trustees for Taxes, viz:				
1957 State and County taxes - 1 month 19 days	15	93	15	93
To Trustees for Benefit Charges, viz:				
1957 water and sewer benefit charges - 1 month 19 days	2	84		
Metered water due 1/1/57	6	30		
Metered water to 2/19/57	3	43	12	57
To Provident Savings Bank of Baltimore, mortgagee - this balance on account mortgage claim	10,325	24	10,325	24
			11,078	75
Zmount of mortgage claim filed	11,357	60		
Cr. Amount allowed above	10,325	24		
Balance subject to decree in personam	1,032	36		

with

John J. Neubauer and Francis X. McDonough, Trustees

Cr.

1957						
Feb.	19	Proceeds of Sale	11,000	00		
		Interest on deferred payment of $10,500.00 - 1 month 15 days	78	75	11,078	75
					11,078	75

22

ORDER NISI LIBER 103 PAGE 268

Provident Savings Bank of Baltimore

VERSUS

Ralph D. Kaufman and Genevieve F. Kaufman, his wife

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

No. 11,964 Equity.

1957 APR 17 PM 12:50 FILED

ORDERED, This 18th day of April, 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 27th day of May next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 27th day of May next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 28th day of May, 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 MAY 29 PM 1:32

23

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 28, 1957

We hereby certify, that the annexed Order Nisi - Eq. 11,964 Auditor Account Ralph D. Kaufman

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 27th day of May, 1957. The first insertion being made the 25th day of April, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,964. Equity
Provident Savings Bank of Baltimore
Versus
Ralph D. Kaufman and Genevieve F. Kaufman, his wife.

Ordered, this 18th day of April, 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 27th day of May next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 27th day of May next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

M-9

FILED
1957 MAY 28 PM 1:35

No. M.G. 11-04

1957 MAY 28 PM 1:35

29

LIBER 103 PAGE 270

METROPOLITAN LIFE INSURANCE COMPANY 1 Madison Avenue New York 10, New York Plaintiff	Docket 16 Folio 388 Case No. 11,973 - Equity Filed
Vs.	IN THE CIRCUIT COURT FOR ~~BALTIMORE COUNTY, IN EQUITY~~ ANNE ARUNDEL COUNTY, IN EQUITY
LOUIS E. WOLF and ROSE A. WOLF, his wife 7 Holly Hill Road Anne Arundel County, Maryland Defendants	

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents:

That on the 18th day of August A.D. 1955 the defendants executed and delivered to Weaver Bros. Inc. of Maryland, 100 St. Paul Street, Baltimore 2, Md., a mortgage upon certain fee simple property in Baltimore County, therein described, to secure the payment of the mortgage debt of $8400.00 and interest as therein mentioned, ~~wherein~~ which mortgage, by mesne assignments, was short-assigned by it on August 22, 1955 to Metropolitan Life Insurance Company and 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

~~XXXXXXXXXXXXXXXXXXXX~~

FILED

1956 DEC 17 AM 9:56

MORTGAGE—(Maryland)—VETER., PURCHASE MONEY

LIBER 957 PAGE 573

REVIEWED BY LAW DIVISION MORTGAGE INVESTMENTS

LIBER 103 PAGE 271

THIS MORTGAGE, Made this Eighteenth day of August in the year one thousand nine hundred and fifty-five between

No. 11,973 Equity

LOUIS E. WOLF and ROSE A. WOLF, his wife

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

EIGHTY-FOUR HUNDRED Dollars

($ 8,400.00) 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 percent 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

Eighty-four hundred Dollars

($ 8,400.00), due and payable as follows: Interest on the aforesaid sum of

Eighty-four Hundred Dollars

accounting from the date hereof to be paid on the first day of September, 1955 and thereafter the sum of Fifty-three and fifteen hundredths ($53.15) Dollars on the first day of October, 1955 and the same amount on the first day of every month thereafter, up to and including the first day of August, 1975 and the balance of principal and interest remaining unpaid shall be payable on the first day of September, 1975 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 percent 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, Mathieson Building, 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

Louis E. Wolf and Rose A. Wolf, 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 County of Anne Arundel in the State of Maryland, and described as follows, viz.:

All that lot or parcel of ground situate, lying and being in the First Election District, County of Anne Arundel, State of Maryland, and more particularly described as follows:

Lot No. 7, Block "A", as shown on the plat entitled "Addition to Holly Hill Harbor for Earl A. Tarwater", filed among the Plat Records of Anne Arundel County in Plat Book 24, folio 38; the improvements thereon being known as Lot 7, Holly Hill Road.

Being the same property conveyed to Louis E. Wolf and Rose A. Wolf, his wife, by Earl A. Tarwater and Margie C. Tarwater, his wife, by Deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County prior hereto.

METROPOLITAN LIFE INSURANCE COMPANY 1 Madison Avenue New York 10, New York Plaintiff	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY
vs.	:	
LOUIS E. WOLF and ROSE A. WOLF, his wife 7 Holly Hill Road Anne Arundel County, Md. Defendants	:	

PETITIONER'S EXHIBIT #1

FILED

1955 DEC 17 AM 9:56

VM-G.R.—8-54

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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 two cents (2¢) 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 one gas range and one refrigerator.

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, In Fee Simple

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 h of such commissions and all

such expenses and costs shall be d by the Mortgagor, or its assigns, in the e 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 include 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 Louis E. Wolf and Rose A. Wolf, his wife, have hereunto subscribed their hands and affixed their seals the day and year first herein written.

Witness Margaret V. Phillips — Louis E. Wolf [L. S.]
Margaret V. Phillips — Louis E. Wolf

Rose A. Wolf [L. S.]
Rose A. Wolf

STATE OF MARYLAND,
County OF Anne Arundel } *ss.*

I Hereby Certify that on this Eighteenth day of August, 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, personally appeared Louis E. Wolf and Rose A. Wolf, his wife, and acknowledged the foregoing Mortgage to be their act.

Witness my hand and notarial seal:

Margaret V. Phillips
Margaret V. Phillips *Notary Public.*

4

STATE OF MARYLAND,
County OF Anne Arundel } ss.

LIBER 103 PAGE 274

I Hereby Certify that on this Eighteenth day of August, 19 55, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of, personally appeared R. Tilghman Brice, III 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:

Margaret V. Phillips
Margaret V. Phillips Notary Public.

Recorded-23rd-Aug.-1955-at-3:30-P.M. "O.P."

For Value Received and without recourse WEAVER BROS. INC. OF MARYLAND hereby assigns the within and aforegoing Mortgage and the mortgage debt secured thereby unto the ~~Metropolitan Life Insurance Company~~ Maryland Trust Company

As witness the signature of said body corporate, Assignor, by the hand of E. Catherine Byrne its Vice President

and its corporate seal hereto affixed this 18th day of August 1955

Witness:

Hugh H. Gambrill
Hugh H. Gambrill
Assistant Secretary

WEAVER BROS. INC. OF MARYLAND, [SEAL]

By E. Catherine Byrne
E. Catherine Byrne
Vice President

Recorded-23rd-Aug.-1955-at-3:30-P.M. "O.P."

MI#G 161656 OP

MORTGAGE

(MARYLAND)

FROM

WOLF, Louis E. and
WOLF, Rose A., his wife,

TO

WEAVER BROS. INC. OF MARYLAND

#1 ASSMT Received for Record 23 Day of AUG 1955, at 3.30 P.M. and the same day recorded in Liber G.T.C. No. 957 Fol. 576 Records of Anne Arundel County
GEORGE T. CROMWELL, Clerk

Received for Record 23 AUG 1955 at 3.30 o'clock P M. Same day recorded in Liber G.T.C. No. 957 Folio 573 &c. one of the Land Records of A.A.Co. and examined per GEORGE T. CROMWELL, Clerk

Cost of Record $ 1.00 Pb 13.50 2.00 1.00 17.50

#2 For Value Received, and without recourse, the Maryland Trust Company 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 John R. Cupit its Vice President and its corporate seal hereto affixed this 22nd day of August, 19 55.

Witness:

E. H. Waldman
E. H. Waldman Asst. Secretary

MARYLAND TRUST COMPANY

By John R. Cupit
John R. Cupit Vice President

#2 ASSMT Received for Record 23 Day of AUG 1955, at 3.30 P.M. and the same day recorded in Liber G.T.C. No. 957 Fol. 577 Records of Anne Arundel County
GEORGE T. CROMWELL, Clerk

LIBER 957 PAGE 577

Recorded-23rd-Aug.-1955-at-3:30-P.M. "O.P."

METROPOLITAN LIFE INSURANCE COMPANY
1 Madison Avenue
New York 10, New York

Plaintiff

VS.

LOUIS E. WOLF and

ROSE A. WOLF, his wife
7 Holly Hill Road-Anne Arundel County, Md.

Defendant

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY, IN EQUITY

Docket No. 16, Folio 388

Case No. 11,973-Equity

MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, BALTIMORE COUNTY, To Wit:

I HEREBY CERTIFY that on this 14th day of December, 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 DEC 17 AM 9:56

LIBER 103 PAGE 276

Decree in Circuit Court for Anne Arundel County ~~Baltimore County~~

DOCKET 16 FOLIO 388

CASE NO. 11,973 - Equity

FILED

METROPOLITAN LIFE INSURANCE COMPANY
1 Madison Avenue
New York 10, New York

Plaintiff

Vs.

LOUIS E. WOLF and
ROSE A. WOLF, his wife
7 Holly Hill Road
Anne Arundel County, Maryland

Defendants

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 17th day of December, 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 Nine 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 ~~[illegible]~~ all cash, and the unpaid balance of the sale price to bear interest from the day ~~[illegible]~~ of sale and be paid upon ratification of sale; ~~[illegible]~~ ; 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 Trustees shall by a good and sufficient deed to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, 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 they 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 required by law, be filed in said cause.

FILED

1956 DEC 17 PM 3:39

Benjamin Michaelson
Judge

LIBER 103 PAGE 277

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

Metropolitan Life Insurance Company versus Louis E. Wolf & Rose A. Wolf, his wife	No. 11,973 Equity BOND OF TRUSTEE TO SELL Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, John J. Neubauer and Robert J. Neubauer, 402 Keyser Building, Baltimore 2, 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 Nine Thousand and 00/100 - Dollars ($ 9,000.00) 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 3rd day of January in the year of our Lord one thousand, nine hundred and fifty-seven.

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

Metropolitan Life Insurance Company

versus

Louis E. Wolf & Rose A. Wolf, 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)
John J. Neubauer

Robert J. Neubauer (SEAL)
Robert J. Neubauer

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Robert J. Noeth
Robert J. Noeth
Attorney in fact.

Bond Approved this 4th day of January, 1957.
George T. Cromwell, Clerk

FILED
1957 JAN -4 AM 9:15

8

no. 11,973

LIBER 103 PAGE 278

METROPOLITAN LIFE INSURANCE COMPANY
1 Madison Avenue
New York 10, New York

Plaintiff

VS.

LOUIS E. WOLF and
ROSE A. WOLF, his wife
7 Holly Hill Road-Anne Arundel County, Md.

IN THE

Circuit Court for [redacted]

ANNE ARUNDEL COUNTY, IN EQUITY
IN EQUITY.

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Metropolitan Life Insurance Company, 1 Madison Avenue, New York 10, New York,

under the mortgage from Louis E. Wolf and Rose A. Wolf, his wife,

to Weaver Bros. Inc. of Maryland,

dated the 18th day of August, 1955, and recorded among the Land Records of Baltimore County in Liber GTC No. 957 Folio 573.

Principal amount of mortgage	$ 8400.00
Less payments made on account	197.79
Balance on principal	$ 8202.21
LESS:	
Credit in expense account	10.87
Net balance on account of principal	$ 8191.34
Interest to January 31, 1957	215.30
Balance due on principal and interest	$ 8406.64

Daily interest is $1.03

METROPOLITAN LIFE INSURANCE COMPANY

BY: John B. Northrop

JOHN B. NORTHROP THIRD Vice-President

STATE OF NEW YORK, COUNTY OF NEW YORK, to wit:

I HEREBY CERTIFY, that on this 9th day of January in the year nineteen hundred and fifty-seven, before me, the subscriber a Notary Public of the State of New York in and for said county of New York, personally appeared JOHN B. NORTHROP, THIRD Vice-President of METROPOLITAN LIFE INSURANCE COMPANY,

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.

S. Frank Clouting
Notary Public

My commission expires: MAR 30 1957

FILED
1957 JAN 11 AM 10:38

S. FRANK CLOUTING
NOTARY PUBLIC, State of New York
No. 31-0562200
Qualified in New York County
Commission Expires March 30, 1957

METROPOLITAN LIFE INSURANCE COMPANY
1 Madison Avenue
New York 10, New York
Plaintiff

VS.

LOUIS E. WOLF and
ROSE A. WOLF, his wife
7 Holly Hill Road
Anne Arundel County, Maryland - Defendants

—IN THE—

CIRCUIT COURT

—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 fee simple property, situate in the First Election District of Anne Arundel County, Maryland, known as Lot No. 7, Block "A", on plat entitled "Addition to Holly Hill Harbor for Earl A. Tarwater"; in the proceedings in said cause mentioned respectfully shows, that the after giving bond with security for the faithful discharge of their trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisements inserted in the "MARYLAND GAZETTE", a weekly 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 Thursday, the 31st day of January, 19 57, at 4:00 o'clock, P.M., attend on the premises and then and there sold the fee simple property to Metropolitan Life Insurance Company, 1 Madison Avenue, New York 10, New York, at and for the sum of Seven Thousand and 00/100 Dollars ($7,000.00); it being the highest bidder therefor.

John J. Neubauer - Trustee

Robert J. Neubauer - Trustee.

State of Maryland, CITY of Baltimore, Sct.

I Hereby Certify, that on this 1st day February, 19 57 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 fairly made.

AS WITNESS my hand and notarial seal.

KENNETH J. GAENG Notary Public

FILED
1957 FEB 12 AM 9:18

10

LIBER 103 PAGE 280

ORDER NISI

METROPOLITAN LIFE INSURANCE COMPANY

versus

LOUIS E. WOLF and
ROSE A. WOLF, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,973 Equity

Ordered, this 2 day of February, 1957, 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 11 day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 11 day of March next.

The report states that the amount of sales ~~xxxx~~ was $ 7,000.00

Filed 1957 Feb -2 AM 10:00

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

METROPOLITAN LIFE INSURANCE COMPANY

versus

LOUIS E. WOLF and
ROSE A. WOLF, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 12th day of March, 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 Hudson Jr.
Judge

FILED
1957 MAR 13 AM 9:29

OFFICE OF

Maryland Gazette

Published by

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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,973 Equity

METROPOLITAN LIFE INSURANCE COMPANY

Vs.

LOUIS E. WOLF AND ROSE A. WOLF, HIS WIFE.

Ordered, this 2nd day of February, 1957, 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 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.

The report states that the amount of sale was $7,000.00.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

F-28

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 4, 1957

We hereby certify, that the annexed Order Nisi Sale Eq. 11,973 Louis E. Wolf

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 11th day of March, 1957. The first insertion being made the 7th day of February, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel P. Tilghman

FILED

1957 MAR 11 AM 11:58

No. M.G. 1

12

JOHN J. NEUBAUER, Solicitor
Keyser Building
Baltimore 2, Maryland

Trustee's Sale

OF VALUABLE FEE SIMPLE DWELLING PROPERTY

Northwest corner of Holly Hill Road and Valley View Avenue RFD No. 1—Box 217M.

Under and by virtue of a Decree passed by the Circuit Court of Anne Arundel County in Equity, in a case entitled "Metropolitan Life Insurance Company vs. Louis E. Wolf and Rose A. Wolf, his wife", the undersigned Trustees will sell at Public Auction on the premises the above property on

Thursday, Jan. 31, 1957 at 4:00 o'clock P. M.

All that lot or parcel of ground situate, lying and being in Anne Arundel County, State of Maryland, and more particularly described in a Mortgage dated August 18, 1955 and recorded among the Land Records of Anne Arundel County in Liber No. 957, folio 573, from Louis E. Wolf and Rose A. Wolf, his wife, to Weaver Bros. Inc. of Maryland; said mortgage having been assigned to Metropolitan Life Insurance Company, and said property being described therein as follows:

"All that lot or parcel of ground situate, lying and being in the First Election District of Anne Arundel County, State of Maryland, and being known and designated as Lot No. 7 in Block A, as shown on the Plat entitled "Addition to Holly Hill Harbor for Earl A. Tarwater", filed among the Plat Records of Anne Arundel County in Plat Book 24, folio 38.

The improvements thereon being known as Lot 7, Holly Hill Road;" and being the same property now or formerly occupied by Louis E. Wolf and Rose A. Wolf, his wife.

The property is subject to the following utility agreements:

1. Pole line agreements from Maurice Ogle to Consolidated Gas, Electric Light and Power Company, dated August 25, 1930 and recorded among the Land Records of Anne Arundel County in Liber FAM 153, folio 453, and dated June 14, 1948, recorded in Liber JHH 490, folio 154, aforesaid Land Records.

2. Pole line agreement from Earl A. Tarwater and wife to Consolidated Gas, Electric Light and Power Company, dated February 20, 1951, recorded in Liber JHH 671, folio 572, aforesaid Land Records.

The improvements consist of a one story frame dwelling, containing four rooms, one bath with oil-fired floor furnace.

Taxes, Anne Arundel County Sanitary Commission charges, if any, and other municipal lines and charges to be adjusted to the date of sale.

A deposit of $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 to date of settlement and to be paid 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

E. T. NEWELL & CO. INC.,
122 W. North Avenue,
Baltimore City—Maryland.
Auctioneers.

J-31

LIBER 103 PAGE 282

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 13, 1957

We hereby certify, that the annexed Trustee's Sale. Louis E. Wolf.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 31st day of January, 1957. The first insertion being made the 10th day of January, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

FILED
1957
MAR 13 AM 9:29

In the Case of LIBER 103 PAGE 283

Metropolitan Life Insurance Company

vs.

Louis E. Wolf

and

Rose A. Wolf, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,973 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 22, 1957

All of which is respectfully submitted.

Laura R. Jackling
Auditor.

FILED
1957 APR 25 PM 12:29

14

Dr.

Metropolitan Life Insurance Company vs. Louis E. Wolf and Rose A. Wolf, his wife

in ac.

To Trustees for Fee, viz:	50	00		
To Trustees for Commissions, viz:	241	43	291	43
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	56	24		
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	36	00		
E. T. Newell & Co., Inc. - auctioneer's fee	25	00		
Federal Liens Certificate	2	00		
One-half Federal documentary stamps	3	85		
One-half State documentary stamps	3	85		
Notary fees	2	00	157	19
To Trustees for Taxes, viz: 1957 State and County taxes ($86.86)- adjusted to 1/31/57	7	23	7	23
To Metropolitan Life Insurance Company, mortgagee - this balance on account mortgage claim	6,535	77	6,535	77
			7,047	62
Amount of mortgage claim filed	8,406	64		
Cr. Amount allowed above	6,535	77		
Balance subject to decree in personam	1,870	87		

with John J. Neubauer and Robert J. Neubauer, Trustees Cr.

1957						
Jan.	31	Proceeds of Sale	7,000	00		
		Interest on deferred payment of $6,500.00 - 1 month 14 days	47	62	7,047	62
					7,047	62

16

LIBER 103 PAGE 286

ORDER NISI

Metropolitan Life Insurance Company

VERSUS

Louis E. Wolf and Rose A. Wolf, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,973 Equity.

1957 APR 25 PM 12:29 FILED

ORDERED, This 25 day of April, 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 28 day of May next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 28 day of May next.

George T. Cromwell, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 3d day of June, 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 Kuchler
Judge

FILED
1957 JUN -3 PM 3:43

LIBER 103 PAGE 287

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 1, 1957

We hereby certify, that the annexed

Order Nisi Eq. 11,973

Auditor's Account

Louis E. Wolf

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 May, 1957. The first insertion being made the 26th day of April, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1957 JUN -3 PM 3:06

By A. Tilghman

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,973 Equity
Metropolitan Life Insurance Company
Vs.
Louis E. Wolf and
Rose A. Wolf, his wife.

Ordered, this 25 day of April, 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 28 day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 28 day of May next.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:

GEORGE T. CROMWELL, Clerk

M-10

No. E.C. 11062

18

LIBER 103 PAGE 288

CATHERINE G. GRAY, et al.	:	NO. 11,068 EQUITY
		IN THE CIRCUIT COURT
VS.	:	FOR
MARY CHASE, an infant, et al.	:	ANNE ARUNDEL COUNTY

: : : : : : :

PETITION TO WITHDRAW FUNDS
AND ORDER OF COURT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Joseph Chase and Gertrude C. Ray represents unto Your Honors:

That on April 15, 1955, the sum of $8.72 was placed on deposit in The Annapolis Banking and Trust Company, Annapolis, Maryland, representing the distribution due Gertrude C. Ray in the above proceedings, the said Gertrude C. Ray then being an infant under the age of 21 years.

That the said Gertrude C. Ray reached the age of 21 on January 28, 1956, and now desires to withdraw said moneys.

Wherefore, your petitioners pray that an order may be passed by this Honorable Court directing The Annapolis Banking and Trust Company to pay over said funds, with any accumulations, to the said Gertrude C. Ray.

AND AS IN DUTY BOUND, ETC.

Joseph Chase
Joseph Chase

Gertrude C. Ray
Gertrude C. Ray
Petitioners

Albert J. Goodman
Albert J. Goodman
Solicitor for Petitioners

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1957 MAY 27 PM 1:15

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

39

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 27th day of May, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared JOSEPH CHASE and GERTRUDE C. RAY and made oath in due form of law that the matters and facts set forth in the foregoing petition are true to the best of their knowledge and belief.

AS WITNESS my hand and Notarial seal.

Grace R. Hartge

Grace R. Hartge, Notary Public

ORDER OF COURT

Upon the foregoing petition and affidavit, it is this 27th day of May, 1957, by the Circuit Court for Anne Arundel County in Equity ordered that The Annapolis Banking and Trust Company be, and it is hereby, authorized to pay over to Gertrude C. Ray the moneys on deposit, with accumulations, in Savings Account No. 29315, designated "Joseph Chase, Father, in trust for Gertrude C. Ray, Infant, subject to withdrawal only upon order of Circuit Court of Anne Arundel County."

Benjamin Nuchaelson

Judge

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

FILED
1957 MAY 28 PM 1:45

HO

Charles W. Dick and Goley A. Dick, Administrators of the Estate of Carter G. Dick, Odenton, Maryland, Complainants	*	NO. 12,042 EQUITY
	*	IN THE
vs.	*	CIRCUIT COURT
Winwood Corporation, a body corporate, Odenton, Maryland, Respondent	*	FOR
	*	ANNE ARUNDEL COUNTY

* * * * * * * * * *

BILL FOR SPECIFIC PERFORMANCE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Oratrix, complaining, says:

1. That on or about August 31, 1955, the respondent, Winwood Corporation, a body corporate, agreed with your orators' decendent, Carter G. Dick, to purchase from him at and for the sum of Three Hundred ($300.00) dollars per acre a certain tract of ground situate in Anne Arundel County, State of Maryland, which is more particularly described in a deed to the said Carter G. Dick, the original of which is filed herewith, marked "Complainants' Exhibit A", and is prayed to be taken as a part hereof. A copy of said contract is filed herewith, marked "Complainants' Exhibit B", and is prayed to be taken as a part hereof.

2. That for the purpose of determining the exact number of acres in said tract, your orators ordered a survey thereof to be made by J. Revell Carr, Surveyor, which said survey shows the tract to contain 50.74 acres. A copy of said plat and description is attached herewith, marked "Complainants' Exhibits C and D", and are prayed to be taken as a part hereof.

3. That your orators have demanded the performance of said agreement, but the respondent has refused and still refuses to pay unto your orators the balance of the aforesaid principal although the time limited for payment thereof has long since passed.

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1957 FEB 27 AM 11:52

and your orators are now able and willing to give to the said respondent a proper conveyance of a good and unincumbered estate in fee in said premises.

To the end, therefore,

1. That said agreement may be specifically enforced and that the said Winwood Corporation, a body corporate, may be decreed to pay unto your orators the purchase money agreed to be paid, and to accept from your orators a conveyance of the aforesaid property.

2. That your orators may have such other and further relief as their case may require.

May it please your Honors to grant unto your Orators the Writ of Subpoena, directed to the said Winwood Corporation commanding them to be and appear in this Court 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.

Solicitor for Complainants

TITLE NOT GUARANTEED--- MKA

LIBER 103 PAGE 292

No 12,042 Equity

THIS DEED Made this 5th day of December, in the year Nineteen hundred and thirty-three, between C. Albert Hodges, County Treasurer of Anne Arundel County, of the first part, and Carter G. Dick, of the second part.

WHEREAS, default having been made in the payment of State, County and School taxes due and owing on the property hereinafter mentioned for the year 1927 and assessed to George and Anna Peterson, and the said C. Albert Hodges, County Treasurer and Collector of State, County and School Taxes, under the provisions of the laws of the State of Maryland, and in compliance with the duties thereof, imposed upon him, having first complied with all the provisions of the law in relation thereto, proceeded to, and did sell the hereinafter mentioned and described property to enforce the payment of said taxes so in default.

AND WHEREAS, on the 21st day of July, 1931, the said C. Albert Hodges, County Treasurer, as aforesaid, sold said property hereinafter described, at public sale to Carter G. Dick of Anne Arundel County at and for the sum of Six hundred ($600.00) Dollars, it being then and there the highest offer therefor;

AND WHEREAS, the said sale was duly reported to the Circuit Court for Anne Arundel County and the proceedings having been found regular and the provisions of the law complied with, an Order Nisi was duly passed therein.

AND WHEREAS, after the publication of said Order Nisi, as required by law, the said sale was finally ratified and confirmed by said Court on the 23rd day of November, 1933 and the said C. Albert Hodges, County Treasurer, is authorized, by law, to execute this deed.

NOW THEREFORE, THIS DEED WITNESSETH, That in consideration of the premises and the sum of Six hundred ($600.00) Dollars, the said C. Albert Hodges, County Treasurer, as aforesaid, doth hereby grant and convey unto the said Carter G. Dick, his heirs and assigns, all that piece of parcel of land, situate, lying and being in the Fourth Election District of Anne Arundel County and de-

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3 Exh. 1 12,042 Eq Deck Examiner's Exh. 1 E Clawans examiner

scribed as follows:

BEGINNING for the metes, bounds, courses and distances of the same at a stone planted in the sixth line of the whole tract and the end of the 5th line of Lot No. 3 and running boundary on the outlines of the whole tract, South 20 1/4 degrees East 12½ perches South 25¼ degrees West 74½ perches South 8 3/4 degrees West 28 perches South 40 3/4 degrees West 22 perches North 62¼ degrees West 40 perches to a stone, thence South 31 degrees West 70 perches to Patuxent River, thence bounding on said river and outlines North 75 degrees East 14½ perches, South 68½ degrees East 10 perches South 80¼ degrees East 4½ perches South 61½ degrees East 16 perches North 65½ degrees East 6 perches North 41¼ degrees East 16½ perches North 80½ degrees East 6 perches South 54½ degrees East 8 perches, South 75½ degrees East 8 perches South 87¼ degrees East 14 perches South 76 degrees East 7 perches South 49 degrees East 13½ perches, South 75½ degrees East 10 perches, North 47¼ degrees East 5½ perches, South 55½ degrees East 19 perches, South 51½ degrees East 9 perches, South 75 degrees East 4 perches to a marked Sycamore Tree on the East side of the mouth of Forked Branch, thence running up said Branch North 6¼ degrees East 12 perches North 27 degrees East 35 perches, North 42¼ degrees East 9 perches, thence leaving the Branch running South 31 degrees East 47 perches to the end of the 8th line of the dower, thence bounding on the lines thereof reverse North 69½ degrees East 28 perches North 26½ degrees East 31 3/4 perches to a stone planted at the end of the 6th line of the dower, and the 3rd line of Lot No. 2, thence bounding on said line reverse North 42 degrees West 47 perches to a stone planted on the East side of Forked Branch at the end of the 2nd line of Lot No. 2 and 7th line of Lot No. 3, thence bounding on the lines of said Lot reversed North 57 3/4 degrees West 37 perches North 55 degrees West 90 perches to the beinning. Containing 128 acres of land, more or less, saving and excepting out of said lot so much thereof as lies East of the center line of the W.B. & A. Railway as reserved by Francis

W. Bell and wife by deed to Anne Peterson and dated the 26th day of January, 1911 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. ~~48~~ 78, folio 487, and saving and excepting out of said lot the 54.81 acres of land, more or less, conveyed to Myron R. Horton, by deed dated June 20, 1924 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 94, folio 153. It being also the same tract of land which was conveyed by George Peterson to Arthur N. Peterson by deed dated January 19, 1928 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 25, folio 90.

TOGETHER with the improvements thereon, made or being, and the rights and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the aforesaid property unto the said Carter G. Dick, his heirs and assigns, forever.

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

Test:

Marvin L. Anderson

C. Albert Hodges
Treasurer of Anne Arundel County

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

I hereby certify that on this 5th day of December 1933, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared C. Albert Hodges, County Treasurer of Anne Arundel County, and acknowledged the aforegoing deed to be his act.

Witness my hand and seal Notarial.

Marvin L. Anderson
Notary Public

ok
C A Hodges
Treas

Ex

D E E D

C. Albert Hodges,
County Treasurer

to

Carter G. Dick

Piece or parcel of land situate in the Fourth Election District, Anne Arundel County, Md.

[illegible] 5 [illegible]
Dec 1933 at 12 [illegible]
[illegible] in Liber
[illegible] No. 113 Pol 396 [illegible]
[illegible] of Anne Arundel County
[illegible]
Frank S. Revell

MARVIN I. ANDERSON
ATTORNEY-AT-LAW
ANNAPOLIS, MARYLAND

$3.00 Pd

ART PRESS, ANNAPOLIS

LIBER 103 PAGE 295

No 12,042
Equity

LIBER 103 PAGE 296

I HEREBY AGREE to sell to WINWOOD CORPORATION for the sum of Three Hundred Dollars ($300.00) per acre, the tract of land owned by me, consisting of fifty-four (54) acres, more or less, and described in Deed dated 5 December 1933, and recorded in F.S.R. 113, Page 396, of the Land Records of Anne Arundel County.

I HEREBY ACKNOWLEDGE receipt of Five Hundred Dollars, ($500.00), representing the down payment. Settlement to be within ninety (90) days, all taxes, etc., adjusted to the date of settlement.

WITNESS my hand and seal this 31st day of August, 1955.

WITNESS:

s/ Pearl M. Riden

s/ Carter G. Dick (SEAL)
Carter G. Dick

WINWOOD CORPORATION

BY s/ David T. Raisen
David T. Raisen

12,042 Eq
Dick

Examiner's Exh-2
E Mawrey, Examiner

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Complainants' Exhibit B

PROPERTY SURVEYS
SUBDIVISIONS

LAND PLANNING
TOPOGRAPHY

EDWARD HALL, III
REGISTERED LAND SURVEYOR
No. 1962
12 CHURCH CIRCLE
ANNAPOLIS, MARYLAND
COLONIAL 3-3841

November 7, 1956

DESCRIPTION OF THE CARTER G. DICK PROPERTY,
FOURTH ELECTION DISTRICT, ANNE ARUNDEL COUNTY,
MARYLAND.

BEGINNING for the same at an iron pipe previously set in the South 31 degree West 70 Perch line of the conveyance by C. Albert Hodges, County Treasurer, to Carter G. Dick by deed dated December 5, 1933, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber F. S. R. 113, Folio 396; the said beginning point being distant North 36 degrees 00 minutes East 315.76 feet from a small concrete monument found at the beginning of said line; the said beginning pipe also being at the end of the South 33 degree 30 minute West 315.76 foot line of the second parcel of the conveyance by George Peterson to Myron R. Horton by deed dated June 20, 1924, and recorded among the Land Records of Anne Arundel County, in Liber W. N. W. 94, Folio 153; thence leaving said beginning point and running with part of said outline South 36 degrees 00 minutes West 815.2 feet to the northernmost shoreline of the Little Patuxent River; thence leaving said line and running with said shoreline, which closely parallels the original outlines of the whole tract, North 64 degrees 53 minutes East 199.6 feet, South 73 degrees 12 minutes East 109.7 feet, South 83 degrees 10 minutes East 72.4 feet, South 38 degrees 54 minutes East 102.51 feet, South 66 degrees 39 minutes East 130.2 feet, South 76 degrees 36 minutes East 102.2 feet, South 64 degrees 23 minutes East 69.93 feet, North 89 degrees 04 minutes East 81.55 feet, North 60 degrees 56 minutes East 95.24 feet, North 39 degrees 26 minutes East 101.6 feet, and North 41 degrees 51 minutes East 56.0 feet; thence leaving said shoreline, crossing said River, and running with the outlines of the entire tract, North 84 degrees 05 minutes East 99.0 feet, more or less, to a point in said river, distant North 50 degrees 55 minutes West 32.0 feet from an iron pipe now set; thence running with said outlines and leaving said river, South 50 degrees 55 minutes East 132.0 feet to an iron pipe now set, South 70 degrees 55 minutes East 132.0 feet to an iron pipe now set, South 83 degrees 40 minutes East 104.65 feet to an iron pipe now set; thence continuing said line South 83 degrees 40 minutes East 126.35 feet to a point in said River; South 71 degrees 25 minutes East 115.5 feet, South 44 degrees 25 minutes East 33.2 feet to an iron pipe now set on the southern side of said River; thence continuing South 44 degrees 25 minutes East 189.55 feet; thence running South 70 degrees 55 minutes East 65.45 feet to an iron pipe now set on the Southernmost bank of said River; thence continuing North 70 degrees 55 minutes East 99.55 feet to a point on said river; thence North 51 degrees 50 minutes East 39.2 feet to the northernmost bank of said River; thence leaving the outlines and running with said River Bank South 64 degrees 07 minutes East 26.0 feet, South 87 degrees 35 minutes East 58.9 feet, and North 61 degrees 48 minutes East 6.0 feet to intersect the outlines;

Eth 4 12,042 Eq Deed Examined & Rd. 4 E/Clayvans

CARTER G. DICK PROPERTY, DESCRIPTION

thence running with the same, crossing said River, South 50 degrees 55 minutes East 250.5 feet, and South 46 degrees 45 minutes East 148.5 feet and South 70 degrees 25 minutes East 66.0 feet to the end of the South 75 degrees East 4 Perch line of said whole tract; said point being distant South 55 degrees 20 minutes West 101.64 feet from an iron pipe set in the center line of the Washington, Baltimore, and Annapolis Railroad Right of Way; thence crossing said river and running still with the outlines North 10 degrees 50 minutes East 198.0 feet, North 31 degrees 35 minutes East 577.5 feet, North 47 degrees 05 minutes East 103.2 feet to the Westernmost side of said railroad right of way; thence running with said railroad right of way distant westerly, as measured at right angles, 33.0 feet from the center line thereof North 27 degrees 50 minutes East 687.87 feet to a point distant North 46 degrees 04 minutes West 34.26 feet from an iron pipe previously set in the center line of said Railroad; thence leaving said railroad right of way and running reversely with the outlines of the first parcel of the said conveyance by Peterson to Horton as surveyed by J. Revell Carr, Registered Land Surveyor, in July, 1954, North 46 degrees 04 minutes West 413.24 feet to an iron pipe set at the top of a hill, North 65 degrees 22 minutes West 120.0 feet to an original boundary stone, South 73 degrees 18 minutes West 280.9 feet to an original boundary stone, South 3 degrees 29 minutes West 385.3 feet to an original boundary stone, South 44 degrees 26 minutes West 330.78 feet to an iron pipe, North 52 degrees 51 minutes West 670.82 feet to an iron pipe; thence leaving said first parcel and running reversely with the second parcel still with the July, 1954, survey, South 51 degrees 08 minutes West 588.63 feet to an iron pipe in a field and North 71 degrees 08 minutes West 801.68 feet to the place of beginning. Containing 47.56 Acres on the north side of the present Little Patuxent River and 3.18 acres in the red shaded area shown on the plat--said area being partly in the river and partly on the southern side of said river. Making a total of 50.74 acres contained within the lines of this description; according to a survey and plat made by J. Revell Carr, Registered Land Surveyor, in September, 1956.

BEING the same property conveyed by C. Albert Hodges, County Treasurer, to Carter G. Dick by deed dated December 5, 1933, and recorded among the Land Records of Anne Arundel County, in Liber G. W. 113, Folio 396.

47.56
3.18
50.74

CHARLES W. DICK and GOLEY A. DICK Administrators of the Estate of Carter G. Dick	* * * * * * * * *	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY #12,042 - Equity
vs.		
WINWOOD CORPORATION, a body corporate		

* * *

A N S W E R

The answer of Winwood Corporation to the Bill of Complaint against it in this Honorable Court exhibited. The Defendant, answering, says:

1. The Defendant admits the allegations set forth in paragraph 1 of the Bill of Complaint.

2. The Defendant admits the allegations set forth in paragraph 2 of the Bill of Complaint except that the parties have since agreed that the correct amount of the acreage should be 48.94 acres instead of 50.74 acres.

3. Answering paragraph 3 of said Bill of Complaint, Defendant admits that it has refused and still refuses to pay the balance due the Plaintiffs, but the Defendant denies that the Plaintiffs are able to give to the Defendant a deed conveying a good and unencumbered estate in fee simple.

4. Further answering said Bill of Complaint, the Defendant says that tax sale proceeding #1607, Tax Sale Docket F.S.R. No. 1, folio 317, entitled "In the Matter of the Tax Sale of the Land of George Peterson and Anna Peterson, his wife" is void for the reason that at the time said property was sold for

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1957 APR -1 PM 2:47

taxes it was vested in Arthur N. Peterson and that therefore the deed from C. Albert Hodges to the said Carter G. Dick, filed herein marked "Complainant's Exhibit A", did not operate to convey any right, title or interest in and to the said property to the said Carter G. Dick.

WHEREFORE, the Defendant prays to be hence dismissed with its costs.

AND, as in duty bound, etc.

William J. McWilliams
212 Duke of Gloucester Street
Annapolis, Maryland
Solicitor for Defendant

I certify that a copy of the foregoing Answer has been mailed, this first day of April 1957 to Marvin I. Anderson, Esq., 20 West Street, Annapolis, Maryland, Solicitor for Complainants.

Solicitor for Defendant

CHARLES W. DICK AND GOLEY A. DICK Administrators of the Estate of Carter G. Dick	:	IN
	:	THE CIRCUIT COURT
vs.	:	FOR
	:	ANNE ARUNDEL COUNTY
WINWOOD CORPORATION, a body corporate	:	NO. 12,042 EQUITY

:::::

TESTIMONY ON BEHALF OF COMPLAINANTS

April 11, 1957

Present:

Mr. Marvin I. Anderson, Solicitor for Complainants

Mr. William J. McWilliam, Solicitor for Defendant

Mr. Emanuel Klawans, Court Examiner

Mrs. Irene Hazel, Court Stenographer

Witnesses:

Morris Albert, pages 2 - 5.

Charles W. Dick, pages 6 - 10.

Goley A. Dick, pages 11 - 13.

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1957 APR 26 PM 3:59

Morris Albert, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Anderson)

1. State your name and address.

A. Morris Albert, 212 Duke of Gloucester St., Annapolis, Md.

2. What is your profession?

A. Attorney at law.

3. Do you specialize in title examinations?

A. Exclusively.

4. Did you have occasion to examine the title to the property described in a deed dated December 5th, 1933, from C. Albert Hodges to Carter G. Dick, and recorded in Liber G.W. 113, Folio 396?

A. I examined the title to the property covered by said deed.

(ORIGINAL DEED DATED DECEMBER 5, 1933, FROM C. ALBERT HODGES, COUNTY TREASURER OF ANNE ARUNDEL COUNTY, TO CARTER G. DICK, FILED HEREWITH MARKED EXAMINER'S EX.1)

(COPY OF THE CONTRACT BETWEEN WINWOOD CORPORATION AND CARTER G. DICK FILED HEREWITH MARKED EXAMINER'S EX.2)

(PLAT OF CARTER G. DICK TRACT MADE BY J. REVELL CARR FILED HEREWITH MARKED EXAMINER'S EX.3)

(DESCRIPTION OF THE CARTER G. DICK PROPERTY MADE BY EDWARD HALL, III, FILED HEREWITH MARKED EXAMINER'S EX.4)

5. Now, you say you have examined the title to the property?

A. Yes.

6. What are your findings as to the marketability of the property?

A. I found the title not good and marketable for reason of the tax sale taking place on this property. The sale itself was defective.

7. Was the title prior to that time good?

A. I would say it was, prior to the tax sale.

8. Well, you know the deed that you spoke of from C. Albert Hodges, County Treasurer, to Carter G. Dick, recorded in Liber 113, folio 396, described a 128 acre tract with several exceptions therein?

A. I came to the conclusion when I reported this title that there was approximately 49 acres, more or less, left as described to Carter G. Dick, but this plat that you show me indicates 50.74 acres.

STIPULATION

It is stipulated and agreed between the parties hereto, that the property described in the deed marked Examiner's Exhibit No. 1, and the property shown on the plat, marked Examiner's Exhibit No.3, and the property mentioned in the contract of sale, and the property described in the description made by Edward Hall, III, containing 50.74 acres is the property subject of this suit, and that for the purpose of computing the purchase price, it is to be based on 48.94 acres rather than on the 50.74 acres as shown on the plat and in the description.

(Cross Examination by Mr. McWilliams)

1. What, if any, other defects did you find in the title?

A. I found an open mortgage.

2. Is that the mortgage from Arthur N. Peterson to Alice M. Utt, dated August 11, 1928, and recorded in F.S.S. 40 folio 126, in the amount of Four Thousand Dollars ($4000.00)?

A. It is.

3. Did you examine the proceedings in the Orphan's Court In the Matter of the Estate of Carter G. Dick?

A. I did.

4. Did you find those proceedings to be in order?

A. They were in order as far as they went, as far as the proceedings went. I tried to determine who the heirs at law of Carter Dick were, but from the petitions filed I was unable to determine that. I didn't find any authority for the filing of this suit by the administrators.

5. Did you find that Charles W. Dick and Goley A. Dick were duly appointed adminstrators of Carter G. Dick's estate?

A. Yes, I did.

6. Does the fact that the Orphan's Court has not passed an order authorizing the administrators to bring this suit effect the jurisdiction of this Court to pass a decree of specific performance?

A. I would say it would.

7. Would you say an order of nunc pro tunc would be necessary?

A. It would.

8. Although the proceedings in the estate of Carter G. Dick do not disclose the administrators of Carter G. Dick, do you know that the two administrators are his sons?

A. Yes.

9. Precisely, what made the tax sale No.1607 defective?

A. First, it was conducted by C. Albert Hodges, it was not reported within the specified time the sale was ratified, two and a half years after the sale was made, and according to Free vs. Green the Court of Appeals stated it was null and void.

10. Did you also find that the tax sale proceedings is entitled, "In the Matter of the Tax Sale of the Land of George Peterson and Anna Peterson, his wife," and whereas at the time of the tax sale the land was actually owned by Arthur N. Peterson?

A. That is true.

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 ...Morris Albert.....

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

(Mr. Anderson)

1. Give your name and address.

A. Charles W. Dick, Baltimore Avenue, Savage, Maryland.

2. Who is Carter G. Dick?

A. My father.

3. Did your father, during his lifetime sign an agreement with the Winwood Corporation to sell the property described in a deed from C. Albert Hodges to Carter G. Dick, recorded in Liber G.W. 113, folio 396?

A. He did, sir.

4. This is the contract, or copy of it, which I hand you, marked Examiner's Exhibit No.2?

A. Yes sir.

5. Are you one of the administrators of Carter G. Dick's estate?

A. I am.

6. Who is the other one?

A. My brother, Goley A. Dick.

7. Has this contract with the Winwood Corporation ever been consummated or concluded?

A. No.

8. You and your brother as administrators brought this suit for the purpose of enforcing the agreement?

A. We did.

9. The property described on the plat, Examiner's Exhibit No.3 and the description marked Examiner's Exhibit No.4, that is the property as you understand it that is covered by the contract?

A. Right.

10. You and your brother have agreed to abate the purchase price on 1.08 acres to compensate for the property that is

18

located in the bed of the stream?

A. We did.

11. When did your father die?

A. October 13th, 1955.

12. Now, prior to his death was he in possession of the subject property?

A. Yes sir, he was.

13. Do you know that of your own knowledge?

A. Yes sir, I helped work part of the property.

14. When did he first go into possession of it?

A. 1933.

15. Immediately after acquiring the tax title?

A. Right after he got title to it, yes.

16. How did he use the property from that time on to the time of his death?

A. We farmed most of it, that is, the part we had cleared, there is some wooded area on it.

17. That continued up to his death?

A. It sure did.

18. He paid the taxes on it?

A. Right, he paid the taxes on it.

19. Did he claim to own it?

A. Yes sir, it's been his, we paid the 1956 taxes.

20. Did everybody in the community recognize it as being his property?

A. Right.

21. He stayed in complete and absolute possession?

A. Yes sir.

22. Did anyone ever dispute his right to possession of it or ownership of it?

A. None whatever that I know of.

23. Since his death who has been in possession of it?

A. The family has.

24. The heirs, which are your brother and sisters and

19

administrators of the estate, is that correct?

A. Yes sir.

25. Has anyone disputed their right to the property?

A. Not at all.

26. Have they asserted their right over the property since your father's death?

A. Very much.

27. In other words, they assumed the same jurisdiction over it that your father had?

A. Right.

28. That has never been disputed or contested by anyone?

A. By no one.

Cross Examination by Mr. McWilliams:

1. When were you born?

A. July 2nd, 1923.

2. So when your father bought this property you were ten?

A. Right.

3. You were living at home with him at that time?

A. Yes sir, born and raised there.

4. Do you remember when he bought it and moved to it?

A. Vaguely, we didn't move to that place because that is adjoining the home property.

5. He had already owned an adjoining piece of property which you call the home property, and this was bought and added to the home property?

A. Right.

6. As a boy, did you work on the farm with him?

A. Very true.

7. Did you stay on the farm after that?

A. Yes.

8. For how long?

A. I left the farm when I was about sixteen years old, approximately.

20

9. But you would go back from time to time?

A. Yes, more or less.

10. On your visits was the situation ever any different from when you lived there?

A. No different.

11. Mr. Dick, when you say it adjoined the home property, do you mean it immediately adjoined it?

A. No, I meant it adjoined his real estate.

12. Was there any property between the home property and this piece of property?

A. Yes, there was some other property in between us.

13. How did you get to the home property from this additional piece of property?

A. We had a road cut down through there.

14. And you recall many times going up and down this road?

A. Yes sir.

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 Charles W. Aplin

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

(Mr. Anderson)

1. What is your name?

A. Goley A. Dick.

2. Where do you live?

A. 1623 Chestnut Avenue, Bowie, Maryland.

3. How old are you?

A. 31.

4. What relation are you to Carter G. Dick?

A. Son.

5. Are you and your brother duly appointed administrators of his estate?

A. Yes sir.

6. By the Orphan's Court of Anne Arundel County, Maryland?

A. Yes sir.

7. Are you familiar with the contract or agreement that your father signed with the Winwood Corporation?

A. I am.

8. What property does that contract effect?

A. Well, it's known to me as the Peterson property.

9. That is the property mentioned in the deed marked Examiner's Exhibit No.1?

A. Yes sir.

10. You have also examined the plat and description made by J. REvell Carr and Edward Hall, III?

A. Yes sir.

11. Is that all and one the same property, so far as you know?

A. Yes sir.

12. The understanding that you have, I believe, is that there is 50.74 acres in the tract?

A. Yes sir.

13. You have agreed to abate the purchase price to the extent of 1.08 acres by reason of the stream through the property,

23

is that correct?

A. Yes sir.

14. Has this contract been consummated with the Winwood Corporation?

A. No sir.

15. You are asking the Court to specifically enforce that agreement, is that it?

A. Yes sir.

16. After your father acquired this property at tax sale, what did he do?

A. I was a little young at the time to remember too much, sir. As well as I can remember he has been the sole owner of it and he has been recognized by everyone around this community as owner of this said property, and he has been in possession of it as long back as I can remember. I remember digging potatoes off of the property when I was 8 or 9 years old.

17. Nobody else was ever in possession of any part of this tract?

A. No sir.

18. Did he farm the clear land that was on it year after year?

A. Yes sir.

19. Did he remain in possession of this property ever since?

A. Yes sir.

20. Has anyone, at any time, to your knowledge, ever questioned your father's ownership of the property?

A. No sir.

21. He has paid the taxes on it constantly since he acquired it?

A. Yes sir.

22. Is it generally recognized as his property in the community?

A. Yes sir.

23. You and your co-administrator are ready and willing to execute a deed of this property to the Winwood Corporation upon payment?

A. Yes sir.

24

Cross Examination Waived by Mr. McWilliams

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 Foley A. Dick.....

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.

I hereby certify that the foregoing testimony was taken at the instance of the plaintiff. That I, the undersigned Examiner, was present in the same room with the witnesses throughout the taking of the testimony, that the testimony was taken in one day.

Witness my hand and seal this 26th day of April, 1957.

Emanuel Klawans (SEAL)
Emanuel Klawans, Examiner

E.K. $10.00

I.H. $10.00

CHARLES W. DICK and GOLEY A. DICK, Administrators of the Estate of Carter G. Dick,	*	NO. 12,042 EQUITY
	*	IN THE
Complainants	*	CIRCUIT COURT
vs.	*	
WINWOOD CORPORATION, a body corporate,	*	FOR
Respondent	*	ANNE ARUNDEL COUNTY

* * * * * * * * * *

SUBMISSION AND WAIVER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Plaintiffs and the Defendant, by their solicitors, herewith submit the above case for final decree and Rule 580 p of the Maryland Rules of Procedure is hereby waived.

Solicitor for Plaintiffs

Solicitor for Defendant

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CHARLES W. DICK and GOLEY A. DICK, Administrators of the Estate of Carter G. Dick, Complainants	*	NO. 12,042 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	*	
WINWOOD CORPORATION, a body corporate, Respondent	*	

* * * * * * * * * * *

DECREE

This case standing ready for hearing and being submitted, the proceedings were read and considered.

It is thereupon this 7th day of May, in the year nineteen hundred fifty-seven, by the Circuit Court for Anne Arundel County, in equity, ADJUDGED, ORDERED, and DECREED that the respondent forthwith pay or bring into this Court to be paid unto the complainants the sum of fourteen thousand six hundred eighty-two ($14,682.00) dollars, the same being the purchase money due for the land and premises in the proceedings mentioned, together with interest thereon from the 17th day of May, in the year nineteen hundred fifty-seven, until so paid or brought in, and the complainants' costs of suit, to be taxed by the clerk; and that, upon payment of the aforesaid sum of money with interest and costs as aforesaid, or bringing the same into this court, the complainants, by a good and sufficient deed, to be executed and acknowledged agreeable to law, shall convey unto the said respondent and its successors the land and premises in the proceedings mentioned and described as sold by the said complainants to the said respondent, and all the right, title, interest and estate of the complainants in and to the same.

And it is further ADJUDGED, ORDERED, and DECREED that unless the respondent shall pay or bring into this Court to be paid

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28

unto the complainants the aforesaid sum of money, with interest and costs as aforesaid, on or before the 8th day of June, in the year nineteen hundred fifty-seven, the aforesaid lands and premises, or so much thereof as may be necessary to discharge the complainants' claim then remaining unsatisfied, be sold; that Marvin I. Anderson be, and he is hereby, appointed trustee to make said sale, and that the course and manner of his proceedings shall be as follows: He shall first file with the clerk of this Court a bond to the State of Maryland executed by himself and a surety or sureties to be approved by this Court or the clerk thereof in the penalty of Fifteen Thousand ($15,000.00) dollars, conditioned for the faithful performance of the trust reposed in him by this decree or to be reposed in him by any future decree or order in the premises; he shall then proceed to make the said sale, after having given notice for three (3) successive weeks by advertisement inserted in such weekly newspaper or newspapers published in Anne Arundel County as he shall think proper of the time, place, manner, and terms of sale, which terms shall be:

A deposit of ten per cent (10%) of the amount of the purchase money to be paid in cash on the day of sale and the balance on the final ratification of such sale by this Court, or all cash at the option of the purchaser or purchasers, deferred payment to bear interest at the rate of six per cent (6%) from the day of sale to the date of final payment; and if not sold at public sale on the day so advertised, the said trustee shall proceed to make sale or sales at either public or private sale to the best advantage and upon the terms above set forth;

And, as soon as may be convenient after such sale or sales, the said trustee shall return to this Court a full and particular account of his proceedings relative to such sale or sales; upon obtaining the Court's ratification of said sale or sales and upon payment of the whole purchase money (and not before), the said

29

trustee 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, and to his, her, or their heirs, the property and estate to him, her, or them sold, free, clear, and discharged from all claims of the parties hereto, complainants and respondent, and of any persons 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 or sales, to be distributed under the direction of this Court, after deducting therefrom the costs of this suit and such commission to the said trustee as this Court shall think proper to allow in consideration of the skill, attention, and fidelity wherewith he shall appear to have discharged his trust.

Benjamin Michaelson
JUDGE

30

WALTER S. CALWELL, Assignee, Plaintiff	*	IN THE CIRCUIT COURT
	*	
vs.	*	FOR
	*	ANNE ARUNDEL COUNTY
HAROLD C. MARSHALL and JOYCE N. MARSHALL, his wife	*	(In Equity)
	*	No. 11,843

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 Harold C. Marshall and Joyce N. Marshall, his wife, to The Title Guarantee Company, dated April 9, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 465 folio 187, with Short Assignment at the foot thereof, dated January 26, 1956 from The County Trust Company to said Walter S. Calwell, the Plaintiff.

Walter S. Calwell

Walter S. Calwell - Assignee

Marvin I. Anderson

Marvin I. Anderson - Solicitor

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LIBER 103 PAGE 320

LIBER 465 PAGE 187

13-501
No. 11,843 Equity

FHA Form No. 2127h
(For use under Section 203)
(Revised Apr. 15, 1941)

MORTGAGE

THIS MORTGAGE, Made this 9th day of April, A. D. 19 48, by and between HAROLD C. MARSHALL and JOYCE N. MARSHALL, his wife,

of Baltimore City, in the State of Maryland, hereinafter called the Mortgagor, and THE TITLE GUARANTEE COMPANY

a corporation organized and existing under the laws of the State of , hereinafter called the Mortgagee.

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

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

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of SIXTY-FOUR HUNDRED Dollars ($ 6400.00), with interest from date at the rate of four per centum (4%) per annum on the unpaid principal until paid, principal and interest being payable at the office of The Title Guarantee Company, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Thirty-eight and 78/100 Dollars ($38.78), commencing on the first day of May, 19 48, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of April, 1968. Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity: PROVIDED, HOWEVER, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Administrator. Said mortgagors have this day passed unto the said mortgagee their negotiable promissory note in said sum, bearing even date herewith, payable with interest as aforesaid

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. And whereas, said principal sum was used by the mortgagors as part of the purchase money of the hereinafter described property.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar ($1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey and assign unto the Mortgagee, its successors and assigns, all that lot(s) of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

16—4189

BEGINNING for the same at the intersection formed by the west line of Victory Avenue, as now laid out 55 feet wide, and the extension easterly of the center line of a party wall constructed in part on the land herein being described, said point of beginning being also distant 262 feet 4 1/4 inches southerly measured along the said west line of Victory Avenue from the south line of Townsend Avenue, as now laid out 30 feet wide, and running thence continuously north 78 degrees west 100 feet binding on the center line of said party wall so extended, the center line of said party wall and the center line of said party wall extended westerly to intersect the east line of a 15 foot alley there laid out, with the right of user thereof in common with others; thence binding on the east line of said alley north 12 degrees east 17 feet 10 inches to the intersection formed by the westerly extension of the center line of a party wall constructed in part on the land herein described; thence continuously south 78 degrees east 100 feet binding on the said center line of said party wall so extended and the center line of said party wall and the center line of said party wall extended easterly to intersect the said west line of Victory Avenue, thence binding on the said west line of Victory Avenue south 12 degrees west 17 feet 10 inches to the place of beginning. The improvements thereon being known as No. 922 Victory Avenue.

BEING the same property which, by deed of even date herewith, and recorded or intended to be recorded among the Land Records of Anne Arundel County, prior hereto, was granted and conveyed by Ritchie Heights, Inc., to the said Harold C. Marshall in fee simple.

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Plaintiff's Exhibit A.

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

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, in fee simple.

TOGETHER WITH all bathroom fixtures, equipment and accessories, breakfast nook furniture, all kitchen cabinets, hot water heaters, gas and electric ranges, laundry tubs, built in medicine cabinets, screens, screen doors, storm windows, storm doors, lighting fixtures, heating plant, piping, tubing, radiators, oil burner units, piping, tubing, and motors used in connection therewith.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

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

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

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

(*b*) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.

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

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

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor agrees to pay a "late charge" not to exceed two (2) cents for each dollar of each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

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

shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (*a*) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Administrator, and any balance remaining in the funds accumulated under the provisions of (*b*) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (*b*) of paragraph 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (*a*) of paragraph 1.

3. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate of four and one-half per centum (4½%) per annum and shall be secured by this mortgage.

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

5. That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

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

7. That the Mortgagee shall have the right to declare a default under this mortgage if the Mortgagor shall sell, cease to own, transfer or dispose of the within described property without the written consent of the Mortgagee.

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 2 months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 2 months time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

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

In case of default in any of the payments, covenants or conditions of this mortgage continuing for the space of thirty days, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, its successors and assigns, or J.Milton Brandt, its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars ($ 50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mort-

gage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee or its said Attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

LIBER 103 PAGE 323

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:

Albert E. Mitchell
ALBERT E. MITCHELL

Harold C. Marshall [SEAL]
Harold C. Marshall

Joyce N. Marshall [SEAL]
Joyce N. Marshall

[SEAL]

[SEAL]

STATE OF MARYLAND, BALTIMORE CITY to wit:

I HEREBY CERTIFY, That on this 9th day of April, 19 48, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared HAROLD C. MARSHALL and JOYCE N. MARSHALL, his wife, the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

At the same time also personally appeared George H. Schmidt, 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.

Albert E. Mitchell
ALBERT E. MITCHELL
Notary Public.

Recorded- 20th- April- 1948- at 12 M.

App. No. 96244
Written by ab
Approved by
Ready for record

FOR VALUE RECEIVED, and without recourse, The Title Guarantee Company, hereby assigns the within mortgage to THE COUNTY TRUST COMPANY, (Tarrytown, New York)
Witness the Corporate Seal of said Company, and the signature of Vice President this 9th day of April, 1948.
Attest: THE TITLE GUARANTEE COMPANY

Asst. Secretary. Vice-President

Clifford L. Knight — George H. Schmidt

Recorded- 20th- April-1948- at 12 M.

STATE OF MARYLAND

ANNE ARUNDEL COUNTY

Loan No.

COUNTY MORTGAGE

HAROLD C. MARSHALL AND WIFE
TO
The Title Guarantee Company

Received for Record
at 12 o'clock M.
Same day recorded in Liber No. 465
Folio 187 etc., one of the Mortgage
Records of A. A. County and
examined per
Clerk.

Cost of Records, $

Assignment
Received for Record 20
Recorded in Liber
Folio
Assigned under the National Housing Act
Pursuant to Section 203(b) of the National Housing Act as amended
For National Mortgage Insurance
Federal Housing Administrator
Date November 1, 1951
Records of Anne Arundel County
Clerk.

FEDERAL HOUSING ADMINISTRATOR
By
Authorized Agent.
Date

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

U. S. GOVERNMENT PRINTING OFFICE 16—4130

5

LIBER 103 PAGE 324

This rider is attached to and is a part of a certain mortgage made by Harold C. Marshall and Joyce N. Marshall, his wife to The Title Guarantee Company dated April 9th,1948 and recorded April 20th, 1948 in Liber No. 465, Page 187, and the same date assigned to The County Trust Company.

FOR VALUE RECEIVED, The County Trust Company, Tarrytown, New York, on this 26th day of January 1956, hereby assigns the within and aforegoing mortgage to Walter S. Calwell, for the purpose of foreclosure.

ATTEST:

Mary T. Lynch
Assistant Secretary

THE COUNTY TRUST COMPANY

By: Edward P. Hanyen
Edward P. Hanyen
Vice President

The signature of Edward P. Hanyen, Vice President, has been affixed and duly attested by Assistant Secretary, Mary T. Lynch, this 26th day of January 1956.

File Sue Equity

5M-[illegible]-62.

SHORT ASSIGNMENT

OF MORTGAGE

FROM

THE COUNTY TRUST COMPANY

Tarrytown, New York

TO

WALTER S. CALWELL,

for purpose of foreclosure.

Received for Record [illegible] M. Same day

recorded in Liber No.

Folio

Records of Baltimore County, and examined

Per

Clerk

REC'D FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1956 AUG 13 PM 12:19
& RECORDED IN LIBER 6[illegible]
NO. 465 FOLIO 150
GEO. T. GRONWELL CLERK

100

No. 11,843 Equity

MILITARY AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 9th day of August, 1956, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Baltimore County, personally appeared Walter S. Calwell and made oath in due form of Law that Harold C. Marshall, one of the Defendants against whom foreclosure proceedings were instituted, is in the Military Service of the United States, and that Joyce N. Marshall, his wife, one of the Defendants against whom foreclosure proceedings were instituted, is not in the Military Service of the United States, or of any Nation allied with the United States, that she has not been ordered to report for induction under the Selective Training and Service Act of 1940, that she is not a member of the Enlisted Reserve Corps, and has not been ordered to report for service therein, and that the Affiant's sources of information were from private sources, and upon certification by the Chief, Bureau of Naval Personnel Department, Department of the Navy.

Walter S. Calwell

Walter S. Calwell - Affiant

Ruth H. Gibbs

Ruth H. Gibbs, Notary Public

RUTH H. GIBBS NOTARY PUBLIC BALTIMORE CO., MD.

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1956 AUG 13 PM 12:12

WALTER S. CALWELL, Assignee	:	NO. 11,843 EQUITY
Plaintiff	:	IN THE
vs.	:	CIRCUIT COURT FOR
HAROLD C. MARSHALL and JOYCE N. MARSHALL, his wife	:	ANNE ARUNDEL COUNTY
Defendants	:	

: : : : : : :

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Walter S. Calwell, assignee of The County Trust Company, a body corporate, duly incorporated under the laws of New York, by his Solicitor, Marvin I. Anderson, respectfully represents:

1. That Harold C. Marshall, one of the defendants herein, purchased and is now the record title owner of fee simple property situate in Anne Arundel County, Maryland, known as No. 922 Victoria Avenue, by deed dated April 9th, 1948 from Ritchie Heights, Inc., duly recorded among the Land Records of Anne Arundel County.

2. That the total purchase price paid by the defendant for said property was $8,000.00, which total purchase price was financed by the proceeds of two purchase money mortgages in the aggregate amount of $8,000.00, namely, by a first mortgage dated April 9th, 1948 from the said Defendants, Harold C. Marshall and Joyce N. Marshall, his wife, to The Title Guarantee Company, duly assigned to The County Trust Company and recorded among the Land Records of Anne Arundel County, in the amount of $6,400.00, payment of which mortgage is insured by the Federal Housing Administration under the provisions of Title VI of the National Housing Act, as amended, and regulations thereunder; and by a second mortgage dated April 9th, 1948 from the said Defendants to The Title Guarantee Company, duly assigned to The County Trust Company and recorded among the Land Records of Anne Arundel County, in the principal amount of $1,600.00, payment of which mortgage was guaranteed by the Veterans Administration under the provisions of the Servicemens'

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Readjustment Act of 1944, as amended, the benefits of which the latter Act were made available to the said Harold C. Marshall, one of the Defendants herein, as an eligible veteran of World War II; both of said mortgages were for a term of 20 years and provided, as stated therein, for monthly payments of principal and interest plus one-twelfth of the annual property expenses (the total expenses being collected on F.H.A. mortgage) and F.H.A. mortgage insurance, the total aggregate monthly payment required under both mortgages being $60.40 plus a late charge of $1.01 per month on the F.H.A. mortgage and a late charge of 0.39 cents per month on the V.A. mortgage.

3. That the Defendants defaulted in making their monthly payment due on both of said mortgages in September, 1955, and have thereafter continued in default of all subsequent monthly payments due under both mortgages to and including the month of August, 1956, a period of 11 months, representing a present total arrearage due under both mortgages of monthly payments plus late charges of $741.60; and that though your Petitioner's assignor from the outset of such default in September, 1955, has continually and diligently endeavored to have the Defendants cure their default under said mortgages, the defendants have been unresponsive and indifferent to such efforts on the part of your Petitioner's assignor.

4. That the said Harold C. Marshall now stationed at Seal Beach, California has been in the military service since February 10, 1945, and that he was in the military service on April 9, 1948, at the time he executed the mortgages, and he is not, therefore, entitled to the benefits of the Soldiers' and Sailors' Civil Relief Act as to preclude continuance of foreclosure. A certificate for use under the Act certified by the Chief Bureau of Naval Personnel, Department of the Navy is filed herewith, as a part hereof, marked "Exhibit A."

5. That on the first mortgage insured by the Federal Housing Administration which was in the original amount of $6,400,

there is a balance of $4,619.22 due by the Defendants to the Petitioner as of August 1st, 1956, plus interest.

6. That the second mortgage in the original amount of $1,600.00, guaranteed by the Veterans' Administration, being in default as aforesaid, your Petitioner's Assignor filed claim under such guaranty with the Veterans' Administration for the balance of $1,179.16 due thereon as of February 15, 1956, which claim was paid to your Petitioner's Assignor by the Veterans' Administration in full on June 18, 1956, and said mortgage, in connection with such payment thereof, was, or will be duly assigned by your Petitioner's Assignor to the Veterans' Administration, and said sum of $1,179.16, with interest from June 18, 1956, is now due by the Defendants to the Veterans' Administration, and the Veterans' Administration contemplates protecting its interest at the sale and filing a second mortgage claim in these proceedings in connection with any possible surplus out of the proposed sale, if any, after the payment of the first mortgage claim and foreclosure costs.

7. That foreclosure proceedings on the aforementioned first mortgage were instituted on behalf of your Petitioner on August 13th, 1956, in this Honorable Court, and there has been filed with the Clerk, as Exhibit "A" therein, the original first mortgage aforementioned and also a Military Affidavit, as required, setting forth the fact that the said Harold C. Marshall is in the military service of the United States.

8. That Article 87-A of the Annotated Code of Maryland, 1947 Supplement, "Soldiers and Sailors Civil Relief" and an act of Congress known as the "Soldiers and Sailors Civil Relief Act of 1940, as amended, "U. S. Code, Title 50, requires consideration and authorization by this Honorable Court for continuance of the foreclosure proceedings instituted in this case.

WHEREFORE, your Petitioner requests this Honorable Court to pass an order appointing an Attorney to represent the Defendants in these proceedings and requiring the Defendants to show cause

why these proceedings should not be continued, and to grant such other or further orders or relief as this cause may require.

AND AS IN DUTY BOUND, ETC.

Walter S. Calwell, Assignee

Marvin I. Anderson, Solicitor

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I hereby certify that on this 20th day of August, 1956, before me, the subscriber, a Notary Public of the State of Maryland in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Assignee, and made oath in due form of Law that the matters and facts set forth in the aforegoing Petition are true to the best of his knowledge and belief.

Witness my hand and seal Notarial.

Clara M. Link Notary Public

O R D E R

It is this 23d day of August, 1956, Ordered and Decreed by the Circuit Court for Anne Arundel County (In Equity) that John H. Hopkins II, be, and is hereby, appointed as Attorney to represent the Defendants herein, and it is hereby further Ordered and Decreed that foreclosure proceedings in the instant case be continued unless cause be shown to the contrary on or before the 25th day of September, 1956, provided a copy of this Petition and Order be served on the Defendants or on John H. Hopkins II Attorney for the Defendants on or before the 4th day of September, 1956.

Benjamin Michaelson
Judge

10

Rec'd 7-27-56

LIBER 103 PAGE 330

DEPARTMENT OF THE NAVY
BUREAU OF NAVAL PERSONNEL
WASHINGTON 25, D. C.

IN REPLY REFER TO

RECEIVED JUL 27 1956

CERTIFICATE

for use under

SOLDIERS' AND SAILORS' CIVIL RELIEF ACT 1940

TO ALL WHOM IT MAY CONCERN:

In accordance with the provisions of Section 601 of the Act of October 17, 1940, Public No. 861 76th Congress, 3d Session, I certify that Harold Clair Marshall, Jr. is now in the naval service of the United States. He first entered the naval service at San Antonio, Texas on 10 February 1945 as Apprentice Seaman in the U. S. Naval Reserve. At the time of his initial entrance in the naval service he resided at 139 East Ridgewood, San Antonio, Texas. He was discharged at Bainbridge, Maryland on 15 March 1946. He reentered the naval service at Bainbridge, Maryland on 16 March 1946 as Seaman second class in the U. S. Navy. He was discharged at Annapolis, Maryland on 4 March 1948. He reentered the naval service at Annapolis, Maryland on 5 March 1948 as Electronic Technician's Mate second class in the U. S. Navy. At the time of his reentry he resided at 139 East Ridgewood Court, San Antonio, Texas. He was discharged at Inyokern, California on 2 March 1950. He reentered the naval service at Inyokern, California on 3 March 1950 as Electronic Technician first class in the U. S. Navy. At the time of his reentry he resided at 42 South Main Street, Millbury, Massachusetts. He was discharged at Seal Beach, California on 27 February 1956. He reentered the naval service at Seal Beach, California on 28 February 1956 as Chief Guided Missileman (Acting Appointment) in the U. S. Navy. His monthly pay on this date is $261.30.

Given at Washington, D. C., Office of the Chief of Naval Personnel, this 24th day of July, one thousand nine hundred and fifty-six.

By direction of Chief of Naval Personnel:

R. H. FRECH
Head
Miscellaneous Services Branch
Enlisted Services
and Records Division

Latest available address:

Harold Clair Marshall, Jr.
577 67 66, GSCA, USN
U. S. Guided Missile Service Unit
#217, U. S. Naval Ammunition and
Net Depot, Seal Beach, California

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1956 AUG 23 AM 11:10

(Exhibit "A") No. 11,843 Equity

August 28, 1956

REGISTERED MAIL -- RETURN RECEIPT REQUESTED

Harold Clair Marshall, Jr.
577-67-66 GSCA, U.S.N.
U.S. Guided Missile Service Unit
#217, U.S. Naval Ammunition & Net Depot
Seal Beach, California

Dear Mr. Marshall:

The County Trust Company has instituted foreclosure proceedings in the Circuit Court for Anne Arundel County on the mortgage held by them, secured by your property, No. 922 Victoria Avenue, Anne Arundel County, Maryland. The total arrearage claimed of monthly payments plus late charges total $741.60.

Under the provisions of the Soldiers' and Sailors' Civil Relief Act, the Circuit Court for Anne Arundel County has appointed me as attorney for you and Mrs. Marshall in these foreclosure proceedings, and I have until September 25, 1956, to show cause of why the foreclosure proceedings should not be allowed to continue.

I will appreciate your immediately advising me if you wish to pay up the arrearage and retain the property, or whether you are satisfied to let the foreclosure proceedings continue.

In any event, please advise me of your wishes in this matter in order that I may be in a position to advise the Court and to protect your interests.

Very truly yours,

John H. Hopkins, IV

JHHIV/klm

COPY

FILED

1956 SEP 26 AM 10:39

DELIVERING EMPLOYEE

☐ Deliver ONLY to [illegible] see
☐ Show address where delivered

Received from the Postmaster the Registered or Insured Article, the number of which appears on the face of this return receipt.

1 Harold Clair Marshall USNANO
(Signature or name of addressee)

2 T. C. Wright
(Signature of addressee's agent—Agent should enter addressee's name on line ONE above)

Date of delivery 8-31-, 1956

Form 3811 Rev. 4-54 Messenger

U. S. GOVERNMENT PRINTING OFFICE 16—12421-3

REGISTERED NO. 1303

Value $ NV Spec. del'y fee $

Fee $ 40 Ret. receipt fee $ 07

Surcharge $ Rest. del'y fee $

Postage $ 06 ☑ Airmail

Postmaster, By

From John H Hopkins IV

To Harold Clair Marshall Jr
217 U.S.N. Ammu. & Net Depot
Seal Beach, Calif

POD Form 3806 Sept. 1955

POSTMARK

AUG 29 1956

16—70403-2

LIBER 103 PAGE 332

WALTER S. CALWELL, Assignee	*	NO. 11,843 EQUITY
Plaintiff	*	IN THE CIRCUIT COURT
vs.	*	FOR
HAROLD C. MARSHALL and JOYCE N. MARSHALL, his wife	*	ANNE ARUNDEL COUNTY
Defendants	*	

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

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of John H. Hopkins, IV, Attorney for the Defendants in this cause, respectfully shows:

1. That he was appointed by this Honorable Court on August 23, 1956, to represent the said defendants.

2. That he advised the defendant, Harold C. Marshall, Jr. of these proceedings by Registered letter dated August 28, 1956, as shown by copy of said letter, registry receipt, and return receipt attached hereto.

3. That he has no address for the defendant, Joyce N. Marshall, and was therefore unable to advise her of these proceedings.

4. That the defendant, Harold C. Marshall, has not answered the aforesaid letter dated August 21, 1956, nor has his attorney had any communication from him whatever.

5. That the said defendants neither admit or deny the allegations of said Petition, and foreclosure proceedings and they submit their rights to the decision of this Honorable Court.

And as in duty bound, etc.

John H. Hopkins IV

John H. Hopkins, IV, Attorney for Defendants
13 School Street
Annapolis, Maryland

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12

I HEREBY CERTIFY that I have this 26th day of September, 1956, mailed a copy of the above answer to Marvin I. Anderson and Callahan & Caldwell, Solicitors for petitioner.

John H. Hopkins, IV

John H. Hopkins, IV, Attorney for Defendants
15 School Street
Annapolis, Maryland

LIBER 103 PAGE 334

WALTER S. CALWELL, Assignee Plaintiff vs. HAROLD C. MARSHALL and JOYCE N. MARSHALL, his wife Defendants	:	NO. 11,843 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

: : : : :

ORDER

The Defendant Harold C. Marshall having failed to show cause as required by the order of this Court dated August 23rd, 1956 although it appears that a copy was duly served on John H. Hopkins, Attorney appointed by this Court, and the said Attorney having filed his answer showing no reason why the proceedings should not be and the cause having been submitted the Court having read and considered the petition, exhibits, affidavit and answer; it is this 28th day of September, 1956, ordered and decreed by the Circuit Court for Anne Arundel County that the Petitioner, Walter S. Calwell, assignee of The County Trust Company, a body corporate, is hereby granted leave to continue and to proceed with the foreclosure proceedings in this cause, and the said Walter S. Calwell, Assignee, be and he is hereby authorized to exercise the power of sale contained in the mortgages filed in these proceedings.

Benjamin Michaelson
Judge

Approved:

John H. Hopkins Esq
Attorney for Defendant

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15

WALTER S. CALWELL, Assignee Plaintiff	*	NO. 11,843 EQUITY
vs.	*	IN THE CIRCUIT COURT
HAROLD C. MARSHALL and JOYCE N. MARSHALL, his wife Defendants	*	FOR ANNE ARUNDEL COUNTY

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

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of John H. Hopkins, IV, respectfully represents:

1. That he was appointed by this Honorable Court on August 23, 1956, as Attorney to represent the Defendants in the above entitled case.

2. That after his appointment he wrote to the Defendants and upon their failure to reply, filed an answer to the Bill of Complaint for the said Defendants.

3. That your Petitioner believes that he is entitled to a reasonable fee for his services in this matter.

WHEREFORE, your Petitioner prays this Court to sign an Order allowing him a reasonable fee for his services as Attorney for the Defendants in the above entitled case, and that such fee be allowed as part of the Court costs in this case.

AND, AS IN DUTY BOUND, ETC.

John H. Hopkins, IV
Attorney for Defendants

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 9th 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, Petitioner, and

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16

made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Notary Public

ORDER OF COURT

Upon the foregoing Petition and Affidavit it is hereby ORDERED by the Circuit Court for Anne Arundel County, in Equity, this 9th day of October, 1956, that John H. Hopkins, IV, be and he is allowed a fee for his services in the above entitled case in the amount of Twenty Five Dollars, and it is hereby further ORDERED that the said fee shall be taxed as part of the Court costs in this case.

Judge

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17

WALTER S. CALWELL, Assignee

VS.

HAROLD C. MARSHALL AND

JOYCE N. MARSHALL, his wife

IN THE

ANNE ARUNDEL

Circuit Court for ~~Baltimore~~ County

IN EQUITY.

11,843 Equity

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of The County Trust Company

under the mortgage from said Harold C. Marshall and Joyce N. Marshall, his wife

to The Title Guarantee Company

dated the 9th day of April, 1948, and recorded among the Land Records of ~~Baltimore~~ Anne Arundel County in Liber J.H.H. No. 465 Folio 187.

Amount of Mortgage	$6400.00
Less - amount paid on principal	1780.78
	4619.22
Plus - interest to 11/20/56	240.71
Plus - overdraft in expense account	39.35
	4899.28

STATE OF MARYLAND, ~~COUNTY~~ 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 ~~County~~ City of Baltimore, personally appeared Joseph J. Callahan, the Agent for The County Trust Company, holder of the Mortgage

~~aforesaid~~ in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

Clara M. Link - Notary Public

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1956 NOV 20 AM 10:59

18

ASSIGNEE'S
~~Mortgagee and Attorney's~~ Bond.

LIBER 103 PAGE 338

1-369

New Amsterdam Casualty Company

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N. Y.

226002
11,843 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 FIFTY-TWO HUNDRED AND 00/100 ($5200.00) - - - - - - - - - - - - - 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 - Assignee

by virtue of the power contained in a Mortgage from Harold C. Marshall and Joyce N. Marshall, his wife to The Title Guarantee Company

bearing date the 9th day of April nineteen hundred and forty-eight

and recorded among the Land Records of Anne Arundel County, in Liber J.H.H.

No. 465, Folio 187, ~~xxxx~~

922 Victory Avenue - Anne Arundel Co.Md

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

Now the Conditions of this Obligation are Such, That if the above bounden Walter S. Calwell ~~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

Walter S. Calwell (Seal)

(Seal)

Attest: Assistant Secretary - Jos. T. Kozlosky (Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

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1956 NOV 20 AM 10:59

Approved this 20th day of Nov. 1956.
George T. Cromwell, Clerk.

CALLAHA. AND CALWELL
Solicitors
Baltimore Federal Building,
Baltimore 2, Maryland

Assignees' Sale

OF VALUABLE FEE SIMPLE PROPERTY

No. 922 Victory Avenue
Brookwood, Fifth Election
District of Anne Arundel County

Under and by virtue of the power and authority contained in a Mortgage from Harold C. Marshall and Joyce N. Marshall, his wife to The Title Guarantee Company, dated April 9th, 1948 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 465 folio 187 (default having occurred thereunder) the undersigned Assignee will sell at Public Auction, on the premises

Tuesday, Nov. 20th, 1956
at 2:45 P. M.

all that fee simple lot of ground situate and lying near Brooklyn, Anne Arundel County, and described as follows:-

BEGINNING for the same at the intersection formed by the west line of Victory Avenue, as now laid out 55 feet wide, and the extension easterly of the center line of a party wall constructed in part on the land herein being described, said point of beginning being also distant 262 feet 4¼ inches southerly measured along the said west line of Victory Avenue from the South line of Townsend Avenue, as now laid out 50 feet wide, and running thence continuously north 78 degrees west 100 feet binding on the center line of said party wall so extended, the center line of said party wall and the center line of said party wall extended westerly to intersect the east line of a 15 foot alley there laid out, with the right of user thereof in common with others; thence binding on the east line of said alley north 12 degrees east 17 feet 10 inches to the intersection formed by the westerly extension of the center line of a party wall constructed in part on the land herein described; thence continuously south 78 degrees east 100 feet binding on the said center line of said party wall so extended, and the center line of said party wall and the center line of said party wall extended easterly to intersect the said west line of Victory Avenue, thence binding on the said west line of Victory Avenue, south 12 degrees west 17 feet 10 inches to the place of beginning. The improvements thereon being known as No. 922 Victory Avenue.

In fee simple

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

TERMS OF SALE:- A cash deposit of $500.00 will be required of the purchaser at the time of sale, balance in cash upon final ratification of sale by the Circuit Court of Anne Arundel County, and to bear interest from day of sale to settlement. Taxes and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

WALTER S. CALWELL,
Assignee.

E. T. NEWELL & CO. INC.,
Auctioneer.

N-12

LIBER 103 PAGE 339

WALTER S. CALWELL, Assignee, Plaintiff	:	IN THE CIRCUIT COURT
VS.	:	FOR
HAROLD C. MARSHALL AND JOYCE N. MARSHALL, his wife Defendants	:	ANNE ARUNDEL COUNTY
	:	(In Equity)

11,843

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated April 9th, 1948 and recorded among the Land Recordsof Anne Arundel County in Liber J.H.H. No. 465 folio 187 from said Harold C. Marshall and Joyce N. Marshall, his wife to The Title Guarantee Company, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "THE MARYLAND GAZETTE" 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 2.45 P.M. attend on the premises and then and there sold the fee simple property situate, lying and being in Anne Arundel County on the west line of Victory Avenue 262 feet 4 1/4 inches southerly from Townsend Avenue, fronting northerly 17 feet 10 inches with an evendepth westerly of 100 feet to east line of a 15 foot alley, theimprovements whereon are known as No. 922 Victory Avenue, 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

20

The property was sold to Herbert Kaufman, Inc., in fee simple, at and for the sum of Sixty-two Hundred Five ($6205.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell,
Assignee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 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, Assignee and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE CITY

Clara M. Link - Notary Public

21

LIBER 103 PAGE 341

ORDER NISI

WALTER S. CALWELL, Assignee

versus

HAROLD C. MARSHALL AND
JOYCE N. MARSHALL, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,843 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, Assignee

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 $ 6,205.00

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

1956 NOV 28 AM 11:34 FILED

(Final Order)

WALTER S. CALWELL, Assignee

versus

HAROLD C. MARSHALL AND
JOYCE N. MARSHALL, 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 Assignee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

FILED

1957 JAN -8 PM 3:42

22

ADDITIONAL ASSIGNEE'S
~~[illegible]~~ Bond.

LIBER 103 PAGE 342

1-369

No. 11,843 Equity

New Amsterdam Casualty Company

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N. Y.

Know All Men by These Presents:

That we Walter S. Calwell of Baltimore Federal Building, Baltimore, Md. as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of ONE THOUSAND AND FIVE AND 00/100 ($1005.00) 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 29th day of November in the year nineteen hundred and fifty-six.

Whereas, the above bounden Walter S. Calwell - Assignee

by virtue of the power contained in a Mortgage from Harold C. Marshall and Joyce N. Marshall his wife, to The Title Guarantee Company, bearing date the 9th day of April nineteen hundred and forty-eight and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 465, Folio 187, and he

is about to sell the land and premises described in said Mortgage, #922 Victory Avenue-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, Assignee

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 Smith

Attest:

J. B. Davis Jr.
Assistant Secretary J. B. Davis Jr.

Walter S. Calwell (Seal)
Walter S. Calwell
(Seal)
(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By [signature]
Vice-President J. F. Eierman

FILED
1956 DEC -4 AM 10:33

Approved this 4 December 1956
George T. Cromwell, [illegible]

LIBER 103 PAGE 343

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,843 Equity

WALTER S. CALWELL, Assignee
versus
HAROLD C. MARSHALL And
JOYCE N. MARSHALL, 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, Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 7th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 7 day of January next.

The report states that the amount of sale was $6,205.00.

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. 11,843 Harold C. Marshall

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 -4 PM 12:20

No. M.G. 9231

24

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Maryland

Assignees' Sale

OF VALUABLE FEE SIMPLE PROPERTY

No. 922 Victory Avenue
Brookwood, Fifth Election
District of Anne Arundel County

Under and by virtue of the power and authority contained in a Mortgage from Harold C. Marshall and Joyce N. Marshall, his wife to The Title Guarantee Company, dated April 9th, 1948 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 465 folio 187 (default having occurred thereunder) the undersigned Assignee will sell at Public Auction, on the premises

Tuesday, Nov. 20th, 1956
at 2:45 P. M.

all that fee simple lot of ground situate and lying near Brooklyn, Anne Arundel County, and described as follows:-

BEGINNING for the same at the intersection formed by the west line of Victory Avenue, as now laid out 55 feet wide, and the extension easterly of the center line of a party wall constructed in part on the land herein being described, said point of beginning being also distant 262 feet 4¼ inches southerly measured along the said west line of Victory Avenue from the South line of Townsend Avenue, as now laid out 30 feet wide, and running thence continuously north 78 degrees west 100 feet binding on the center line of said party wall so extended, the center line of said party wall and the center line of said party wall extended westerly to intersect the east line of a 15 foot alley there laid out, with the right of user thereof in common with others; thence binding on the east line of said alley north 12 degrees east 17 feet 10 inches to the intersection formed by the westerly extension of the center line of a party wall constructed in part on the land herein described; thence continuously south 78 degrees east 100 feet binding on the said center line of said party wall so extended, and the center line of said party wall and the center line of said party wall extended easterly to intersect the said west line of Victory Avenue, thence binding on the said west line of Victory Avenue, south 12 degrees west 17 feet 10 inches to the place of beginning. The improvements thereon being known as No. 922 Victory Avenue.

In fee simple

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

TERMS OF SALE:- A cash deposit of $500.00 will be required of the purchaser at the time of sale, balance in cash upon final ratification of sale by the Circuit Court of Anne Arundel County, and to bear interest from day of sale to settlement. Taxes and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

WALTER S. CALWELL,
Assignee.

E. T. NEWELL & CO. INC.,
Auctioneer.

N-15

25

OFFICE OF

Maryland Gazette

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

LIBER 103 PAGE 344

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 19, 1957

We hereby certify, that the annexed Assignees' Sale Harold C. Marshall

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 20th day of November, 1956. The first insertion being made the 25th day of October, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1957 JAN 19 AM 9:52

By H. Tilghman

In the Case of

Walter S. Calwell,
Assignee
vs.
Harold C. Marshall
and
Joyce N. Marshall, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,843 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.

April 9, 1957

All of which is respectfully submitted.

Laura N. Duckling
Auditor.

FILED
1957 APR 29 AM 3:37

78

Dr. Walter S. Calwell, Assignee vs. Harold C. Marshall and Joyce N. Marshall, his wife — in ac.

To Assignee for Fee, viz:	50	00		
To Assignee for Commissions, as agreed, viz:	125	00	175	00
To Assignee for Court costs, viz:				
Plaintiff' Solicitor's appearance fee	10	00		
Defendants' Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	46	50		
Jos. W. Alton, Jr. - Sheriff's costs	1	45		
Auditor - stating this account	18	00		
			85	95
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	52	52		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
New Amsterdam Casualty Co. - bond premiums	24	82		
E. T. Newell & Co. - auctioneer's fee	25	00		
Clerk of Court - recording assignment	1	00		
One-half Federal documentary stamps	3	58		
One-half State documentary stamps	3	57		
Marvin I. Anderson - fee for legal services to plaintiff	100	00		
John H. Hopkins, IV - fee for legal services to defendants (Order 10/9/56)	25	00		
Clara M. Link - notary fees	1	25		
			250	74
To Assignee for Benefit Charges, viz:				
Treasurer of Baltimore City - metered water from 3/2/56 to 11/20/56	13	96	13	96
To The County Trust Company, assignee of the mortgage filed in these proceedings - in full for mortgage claim, viz:				
Amount of claim filed $4,899.28				
Cr. Refund to mortgagee on hazard insurance premium 1.43	4,897	85	4,897	85
To H. V. Higley, Administrator of Veterans' Affairs, second mortgagee - this balance on account claim filed	857	77	857	77
			6,281	27
Amount of Second Mortgage Claim filed	1,179	16		
Interest on $1,154.26 from 2/15/56 to 11/20/56 @ 4% - 279 days	35	76		
	1,214	92		
Cr. Amount allowed above	857	77		
Balance due	357	15		

with

Walter S. Calwell, Assignee

Cr.

1956						
Nov.	20	Proceeds of Sale	6,205	00		
		Interest on deferred payment of $5,705.00 to 1/28/57	64	66	6,269	66
		Refund 1956 State and County taxes 1 month 10 days	10	83		
		Refund 1956 water and sewer benefit charges - 1 month 10 days		78	11	61
					6,281	27

28

ORDER NISI LIBER 103 PAGE 348

Walter S. Calwell,
Assignee
VERSUS
Harold C. Marshall
and
Joyce N. Marshall, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 11,843 Equity.

1957 APR 29 AM 3:37 FILED

ORDERED, This 29th day of April, 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 3rd day of ~~May~~ 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 3rd day of ~~May~~ June next.

George T. Cromwell, Clerk

Filed 1957 Apr 25 3:40 PM

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 4th day of June, 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~~ Executrix apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,843 Equity
WALTER S. CALWELL, Assignee
Vs.
HAROLD C. MARSHALL, and JOYCE N. MARSHALL, his wife.

Ordered, this 29th day of April, 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 3rd 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 3rd day of June next.

GEORGE T. CROMWELL, Clerk.

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

M-16

Maryland Gazette

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 31, 1957

We hereby certify, that the annexed Order Nisi Eq. 11,843 Auditor Account Harold C. Marshall

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 3rd day of June, 1957. The first insertion being made the 2nd day of May, 1957.

THE CAPITAL-GAZETTE PRESS, INC.
L. Tilghman

FILED 1957 MAY 31 PM 12:05

No. M. C. 11098

30

WILLIAM C. ROGERS, Attorney	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
Named in Mortgage	*	
VS	*	No. 11,931 - Equity
HOWARD HURLEY WILLS and	*	
KATHERINE M. WILLS, his wife	*	

* * * * *

MR. CLERK:

Please docket Suit in the above entitled case and file Petitioner's Exhibit "A".

WILLIAM C. ROGERS, Attorney
Named in Mortgage

Winson G. Gott, Jr., Lee Bldg. Annapolis
Attorney for Plaintiff

FILED
1956 NOV 16 AM 10:48

PETITIONER'S EXHIBIT "A"
no. 11,931

LIBER 103 PAGE 350

This Mortgage, Made this 29th day of November, in the year one thousand, nine hundred and fifty-four, between HOWARD HURLEY WILLS and KATHERINE M. WILLS, his wife----------

of Anne Arundel County----------, in the State of Maryland, Mortgagor s, and the FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor s, being members of said body corporate, have received therefrom an advance of EIGHT THOUSAND----------($8,000.00)--- Dollars, being part of the purchase money for the property hereinafter described.

AND WHEREAS, said Mortgagor s have agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of six per cent. (6%) per annum in the manner following:

By the payment on or before the first day of each month from date hereof;

(A) of the sum of SIXTY-SEVEN DOLLARS AND SEVENTY-FIVE CENTS ($67.75) ~~Dollars~~ being principal and interest of said Mortgage indebtedness, which said interest shall be computed by the calendar month: and

(B) of the sum of NINE DOLLARS AND FIFTY CENTS - - - - - - ($9.50) ~~Dollars~~ being the present estimated one-twelfth of the annual taxes, water rent, ground rent, insurance premiums and other public charges or assessments for which the property is liable; and if said one-twelfth of the aforesaid charges under Section B aforesaid are insufficient to pay said charges or any additional charges for which the property may be or become liable, or premiums on life insurance policies that may be assigned to the association and held by it or its successors and assigns, then upon demand of said Mortgagee, its successors or assigns, the mortgagor s, his, her or their heirs, personal representatives or assigns, shall pay such additional monthly amounts as shall be necessary to pay said charges; the aforesaid combined payments under Sections A and B aforesaid to continue until the whole of said principal and interest shall be paid in full, and said combined payments under Sections A and B aforesaid may be applied by the Mortgagee, its successors and assigns in the following order: (1) to the payment of interest: (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description for which the property may be liable, ground rent, fire and life insurance premiums assigned to the association, its successors or assigns, and (3) towards the payment of the aforesaid principal sum.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of One Dollar, the said Mortgagors do --grant, convey and assign unto the said Mortgagee, its successors and assigns, all those lots of ground situate and lying in Anne Arundel County in said State, and described as follows:

THE first thereof being known and designated as Lots Nos. 86 and 87, Lombardee as shown on Plat of Lombardee, recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 1 Rod A-9 Plat 8. Said lots having a frontage of about one hundred twenty feet on Linden Road as shown on said Plat. Situate on the west side of Linden Road.

THE second thereof being known and designated as Lot No. 88 of Lombardee with a total frontage of about sixty feet on Linden Road as shown on a Plat of Lombardee filed among the Plat Records of Anne Arundel County in Cabinet No. 1 Rod A-9 Plat 8. Said lot being situate on the west side of Linden Road.

FILED

1956 NOV 16 AM 10:49

BEING the same lotsof ground which by Deed dated even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto were granted and conveyed by CLARENCE W. SCHULER, SR. to HOWARD HURLEY WILLS and KATHERINE M. WILLS, his wife, the within Mortgagors.

Additional payments on principal will be permitted on thirty days prior written notice. If total payments on account of principal exceed twenty per centum of the original mortgage in any one mortgage year a prepayment fee on such excess will be charged during the first mortgage year at the rate of two per centum and during any mortgage year thereafter at the rate of one per centum.

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

TO HAVE AND TO HOLD the said lots of ground and premises unto the said Mortgagee, its successors and assigns, ~~for all the rest and residue of the term of years yet to come and unexpired therein, with the bene-~~ ~~fit of renewal forever subject to the payment of the yearly rental of $ [illegible] payable in equal semi-~~ ~~[illegible] forever in fee simple.~~

LIBER 103 PAGE 352

Provided, however, if the said Mortgagor S, their heirs, personal representatives or assigns, shall make or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on their part to be made and done, then this mortgage shall be void.

And the said Mortgagor S for themselves their heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of the failure of the Mortgagor S, their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to pay premiums on any life insurance policy or policies assigned to the Association, or wherein the association is the beneficiary and which is held by the Association as additional collateral for this indebtedness, the Mortgagee, its successors or assigns, being hereby authorized to pay said premiums from time to time and the amounts so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date or dates of said payments, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid together with interest thereon, so that same shall become so much additional indebtedness secured by this mortgage, and be included in any decree of foreclosure, or sale of this property; (5) to pay whatever sum or sums to the Mortgagee, its successors or assigns, when called upon. for the payment of taxes, water rent, ground rent, fire and life insurance premiums and other public charges or assessments for which the property hereinbefore described may be legally liable, if and in the event said Mortgagee, its successors or assigns has not collected each month sufficient money for the payment of said annual taxes, water rent, ground rent, insurance premiums or public charges or assessments for which the property hereinbefore described may be legally liable; (6) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor S, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor S, their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (7) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (8) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor S, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor S, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (9) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days.

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

AND the said Mortgagor S, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, do -- hereby (1) declare their assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); and the said Mortgagor S do -- hereby (2) also authorize the said Mortgagee, its successors or assigns, or **William C. Rogers,** its duly authorized Attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper printed in the county or city in which the land, or some portion thereof, is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of TWO HUNDRED ($200.00) Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making said sale equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagor S, their heirs, personal representatives, or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor S, or their assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

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

WITNESS the hand S and seal S of the said Mortgagor S.

WITNESS:

George A. Heinfield

GEORGE A. HEINFIELD

Howard Hurley Wills (SEAL)
HOWARD HURLEY WILLS

Katherine M. Wills (SEAL)
KATHERINE M. WILLS

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 29th day of November, 1954, before me, the subscriber, a Notary Public, of the State of Maryland in and for Baltimore City personally appeared HOWARD HURLEY WILLS and KATHERINE M. WILLS, his wife--------- --------- --------- ---------- ---------- the Mortgagor S, named in the aforegoing mortgage, satisfactorily proven to be the person Swhose name S are subscribed to the within instrument and they acknowledged the aforegoing mortgage to be their act, and that they executed the same for the purposes therein contained. At the same time also appeared STANLEY L. HOLMES, - - - - - - - - - -, Agent of ~~President~~ the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth., and that he is agent of said mortgagee duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal

Samuel J. Oddo
Notary Public.

My commission expires May 2nd, 1955.

SAMUEL J. ODDO

SAMUEL J. ODDO NOTARY PUBLIC BALTIMORE, MD.

Recorded- 2 Dec., 1954, at 1 P.M.

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
Vs.	*	FOR
HOWARD HURLEY WILLS and	*	ANNE ARUNDEL COUNTY
KATHERINE M. WILLS, his wife	*	No. 11931 Equity

* * * * *

STATE OF MARYLAND)
) To Wit:
CITY OF BALTIMORE)

On this 14th day of November, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared William C. Rogers, Plaintiff in the above entitled cause, who being duly sworn according to law, deposed and said:

That Howard Hurley Wills and Katherine M. Wills, 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 Howard Hurley Wills and Katherine M. Wills, his wife, are not now in the military service of the United States.

WILLIAM C. ROGERS, Affiant

Sworn to, acknowledged and subscribed to before me, the day and year first above written.

Notary Public

WILLIAM C. ROGERS, Attorney Named in Mortgage	*	IN THE
	*	CIRCUIT COURT
Vs.	*	FOR
HOWARD HURLEY WILLS and	*	ANNE ARUNDEL COUNTY
KATHERINE M. WILLS, his wife		# 11,931 Equity

* * * * * * * *

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Fraternity Federal Savings and Loan Association under the mortgage from Howard Hurley Wills and Katherine M. Wills, his wife, to Fraternity Federal Savings and Loan Association, dated November 29, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 884, folio 227.

January 11, 1957

Howard Hurley Wills and wife
Lots 86-87-88 Linden Road
Route #1, Box 237
Glen Burnie, Maryland

Original Amount of Loan	$8,000.00
Interest on Loan	1,015.75
Taxes	160.11
Fire Insurance	110.50
Life Insurance	367.26
	$9,653.62
Less Amount of Payments	1,534.88
Balance due on Loan	$8,118.74

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

BY William G. Riggs
WILLIAM G. RIGGS, Acting Secretary

STATE OF MARYLAND)
) TO WIT:
CITY OF BALTIMORE)

I HEREBY CERTIFY that on this 17th day of January, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William G. Riggs, Acting Secretary of Fraternity Federal Savings and Loan Association, and William C. Rogers, Attorney Named in Mortgage, and made oath in due form of law that the aforegoing is a true Statement of the amount of the Mortgage Claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

Herbert C. Moore
HERBERT C. MOORE Notary Public

FILED

1957 JAN 18 AM 11:36

7

Mortgagee and Attorney's Bond.

LIBER 103 PAGE 356

US 1-369

UNITED STATES CASUALTY COMPANY

60 JOHN STREET, NEW YORK

No. 11,931 Equity

Know All Men by These Presents:

That we William C. Rogers

113 E. Baltimore Street, Baltimore 2, Maryland ------ as Principal and UNITED STATES CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of ---------- EIGHTY-FIVE HUNDRED ($8500.00) ---------- Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 17th day of January in the year nineteen hundred and fifty-seven.

Whereas, the above bounden William C. Rogers

by virtue of the power contained in a Mortgage from Howard Hurley Wills and Katherine M. Wills, his wife, to Fraternity Federal Savings and Loan Association, a body corporate

bearing date the 29th day of November nineteen hundred and fifty-four, and recorded among the Land Records of Anne Arundel County, in Liber JHH No. 884, Folio 227, and

William C. Rogers

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

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

William C. Rogers

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

Signed, Sealed and Delivered in the presence of

Herbert C. Moore

Attest: Herbert C. Moore

G. Lee Burgess

G. Lee Burgess, Assistant Secretary

William C. Rogers (Seal)

(Seal)

(Seal)

UNITED STATES CASUALTY COMPANY

By J. R. Eierman, Res. Vice President

Bond filed and approved this 18th day of January 1957.

FILED 1957 JAN 18 AM 11:36

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

WINSON G. GOTT, JR., Attorney
Lee Building, Annapolis, Maryland

ATTORNEY'S SALE

OF VALUABLE

Improved Fee Simple Property

AT LOMBARDEE, THIRD ELECTION DISTRICT

UNDER AND BY VIRTUE of a power of sale contained in a Mortgage from Howard Hurley Wills and Katherine M. Wills, his wife, to Fraternity Federal Savings and Loan Association, dated November 29, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 884, folio 227, default having occurred thereunder, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction at the Court House Door, Annapolis, Maryland, on

Saturday, January 19th, 1957

at 10:45 A. M.

ALL THOSE THREE LOTS of ground, with improvements thereon, in the Third Election District, described as follows: The first two thereof being known and designated as Lots Nos. 86 and 87 Lombardee as shown on Plat of Lombardee recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 1, Rod A-9, Plat 8. Said lots having a total frontage of about 120 feet on Linden Road as shown on said plat. The other being known and designated as Lot No. 88, Lombardee, with a frontage of about 60 feet on Linden Road as shown on the aforesaid Plat. Said lots being situate on the west side of said Linden Road. Being the same lots which by deed dated November 29, 1954 and recorded among the Land Records aforesaid in Liber J.H.H. No. 884, folio 224, were conveyed by Clarence W. Schuler, Jr. to the aforesaid mortgagors, subject to the legal operation and effects, if any, of the covenants and restriction of record and to pole line agreements of record.

IMPROVEMENTS: This property is improved by a one-story frame dwelling and frame garage.

TERMS OF SALE: Cash. A deposit of $500 will be required of the purchaser at the time of sale; balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County; 6% interest to be paid upon unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to day of sale.

WILLIAM C. ROGERS,
Attorney Named in Mortgage,
Rogers Building,
113 E. Baltimore Street,
Baltimore, Maryland.

I hereby certify that I have this 19th day of January, 1957, sold the within described property to Fraternity Federal Savings and Loan Association at and for the sum of Seven Thousand, Six Hundred and Fifty Dollars ($7,650.00), - - - - - - - - it being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

George W. Scible, Auctioneer

I hereby certify that Fraternity Federal Savings and Loan Association has on January 19th, 1957, purchased the within described property from William C. Rogers, Attorney named in the Mortgage, at and for the sum of Seven Thousand, Six Hundred and Fifty Dollars ($7,650.00), and hereby agrees to comply with the terms of sale as set forth on the reverse side hereof.

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

BY

William C. Rogers, Attorney

FILED

1957 JAN 23 PM 2:20

I. J. G. GO..., JR., A
Lee Building, Annapolis, Maryland

Attorney's Sale

OF VALUABLE IMPROVED FEE SIMPLE PROPERTY AT LOMBARDEE, THIRD ELECTION DISTRICT

Under and by virtue of a power of sale contained in a Mortgage from Howard Hurley Wills and Katherine M. Wills, his wife, to Fraternity Federal Savings and Loan Association, dated November 20, 1954, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 884, folio 227, default having occurred thereunder, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, Maryland, on

Saturday, Jan. 19, 1957 at 10:45 A. M.

All those three lots of ground, with improvements thereon, in the 3rd Election District, described as follows: The first two thereof being known and designated as Lots Nos. 86 and 87 Lombardee as shown on Plat of Lombardee recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 1, Rod A-0, Plat 8. Said lots having a total frontage of about 120 feet on Linden Road as shown on said plat. The other being known and designated as Lot No. 88, Lombardee, with a frontage of about 60 feet on Linden Road as shown on the aforesaid Plat. Said lots being situate on the west side of said Linden Road. Being the same lots which by deed dated November 20, 1954 and recorded among the Land Records aforesaid in Liber J. H. H. No. 884, folio 224, were conveyed by Clarence W. Schuler, Jr. to the aforesaid mortgagors, subject to the legal operation and effects, if any, of the covenants and restriction of record and to pole line agreements of record.

IMPROVEMENTS: This property is improved by a one-story frame dwelling and frame garage.

TERMS OF SALE: Cash. A deposit of $500 will be required of the purchaser at the time of sale; balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel county; 6% interest to be paid upon unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to day of sale.

WILLIAM C. ROGERS
Attorney named in Mortgage
Rogers Building
113 E. Baltimore Street
Baltimore, Maryland

GEORGE W. SCIBLE
Auctioneer

J-16

WILLIAM C. ROGERS, Attorney Named in Mortgage

Vs.

HOWARD HURLEY WILLS and KATHERINE M. WILLS, his wife

* IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

* * * * * * * * * No. 11,931

REPORT OF SALE

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

The Report of Sale of William C. Rogers, Attorney named in mortgage to make sale of property known as Lots # 86-87-88 Plat of Lombardee, Anne Arundel County, Maryland, in the proceedings in said cause mentioned, respectfully shows that after giving bond with security for the faithful discharge of his trust, as prescribed by law, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Maryland Gazette, a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of said sale, said Attorney named in mortgage, William C. Rogers, did pursuant to said notice, on Saturday, January 19, 1957 at 10:45 a. m., attend at the Court House Door, Church Circle, Annapolis, Maryland, and then and there sold at public auction for the highest amount bid the fee simple property mentioned and described in the attached advertisement of sale, which is prayed to be taken as part of this Report, unto Fraternity Federal Savings and Loan Association at and for the price of $7,650.00.

WILLIAM C. ROGERS, Attorney Named in Mortgage

STATE OF MARYLAND)
) To Wit:
CITY OF BALTIMORE)

I HEREBY CERTIFY THAT ON THIS 21st day of January, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William C. Rogers, Attorney named in mortgage, and made oath in the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial seal.

Notary Public

FILED
1957 JAN 23 PM 2:20

LIBER 103 PAGE 360

ORDER NISI

William C. Rogers, Attorney Named in Mortgage

versus

Howard Hurley Wills and Katherine M. Wills, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,931 Equity

Ordered, this 23 day of January, 1957, That the sale of the Property in these proceedings mentioned, made and reported by William C. Rogers, Attorney Named in mortgage, ~~Trustee~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sale ~~xxxxx~~ was $ 7,650.00

Filed 1957 Jan 23, 3:45 pM George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

William C. Rogers, Attorney Named in Mortgage

versus

Howard Hurley Wills and Katherine M. Wills, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 5th day of March, 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. Crane
Judge

FILED
1957 MAR -6 PM 3:49

12

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. 11,931 Equity

WILLIAM C. ROGERS, Attorney Named Mortgage

Versus

HOWARD HURLEY WILLS And KATHERINE M. WILLS, His Wife.

Ordered, this 23rd day of January, 1957, That the sale of the Property in these proceedings mentioned, made and reported by William C. Rogers, Attorney Named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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.

The report states that the amount of sale was $7,650.00

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

F-21

FILED

No. MG 10116 1957 MAR 5 AM 10: 08

13

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 4, 1957

We hereby certify, that the annexed Order Nisi - Sale Eq. 11,931. Howard Hurley Wills

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

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel P. Tilghman

LIBER 103 PAGE 362

In the Case of

William C. Rogers,
Attorney named in Mortgage
vs.
Howard Hurley Wills
and
Katherine M. Wills, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,931 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.

April 6, 1957

All of which is respectfully submitted.

Laura K. Fickling
Auditor.

FILED
1957 APR 15 PM 1:44

Dr. in ac.

William C. Rogers, Attorney named in Mortgage vs. Howard Hurley Wills and Katherine M. Wills, his wife

To Attorney for Fee, viz:	200	00		
To Attorney for Commissions, viz:	260	18	460	18
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	44	69		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	9	69		
U. S. Casualty Co. - bond premium	34	00		
George W. Scible - auctioneer's fee	20	00		
One-half Federal documentary stamps	4	40		
One-half State documentary stamps	4	40		
Herbert C. Moore - notary fees	1	50	132	68
To Attorney for Taxes, viz:				
1957 State and County taxes - 19 days	4	18	4	18
To Fraternity Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	7,024	07	7,024	07
			7,672	61
Amount of mortgage claim filed	8,118	74		
Cr. Amount allowed above	7,024	07		
Balance subject to decree in personam	1,094	67		

with William C. Rogers, Attorney named in Mortgage Cr.

1957						
Jan.	19	Proceeds of Sale	7,650	00		
		Interest on deferred payment of $7150.00 - 1 month 19 days	22	61	7,672	61
					7,672	61

ORDER NISI LIBER 103 PAGE 365

William C. Rogers,
Attorney named in Mortgage
VERSUS
Howard Hurley Wills
and
Katherine M. Wills, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 11,931 Equity.

ORDERED, This 15th day of April, 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 20th day of May next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 20th day of May next.

George T. Cromwell, Clerk

Filed 19~~25~~ 57 April 15; 1:44 P.M.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 21st day of May, 19 57, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Nicholson
Judge

FILED
1957 MAY 21 PM 4:19

LIBER 103 PAGE 366

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. 11,931, Equity

WILLIAM C. ROGERS, Attorney Named in Mortgage

Versus

HOWARD HURLEY WILLS, And KATHERINE M. WILLS, His Wife.

Ordered, this 15th day of April, 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 20th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 20th day of May next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

M-2

Annapolis, Md., May 7, 1957

We hereby certify, that the annexed

Order Nisi. Eq. 11,931

Auditor account.

Howard Hurley Wills

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 20th day of May, 1957. The first insertion being made the 18th day of April, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
1957 MAY -7 PM 2:33

No. M. G. 110

18

H. Allen Mezger, Assignee	*	IN THE CIRCUIT COURT
vs.	*	FOR
Lewis Garrison and Ann A.	*	ANNE ARUNDEL COUNTY
Garrison, his wife.	*	Equity No. 11,858

* * * * * * * * * *

Mr. Clerk:

Please file the attached mortgage and docket suit in the above entitled cause, and oblige.

H. Allen Mezger, Assignee

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

FILED
1956 AUG 29 AM 10:57

LIBER 103 PAGE 368

No 11,858 Equity

THIS MORTGAGE, Made this 28th day of October - - , in the year one thousand nine hundred and fifty-four , between LEWIS GARRISON and ANN A. GARRISON,

his wife - - - - - - - - - - - - - , of the County of Anne Arundel , in the State of Maryland, Mortgagors, and the **ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY**, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said mortgagors, being members of said body corporate, have received therefrom an advance of Forty-five Hundred Fifty ($4550.00) - Dollars; being part of the purchase price of the hereinafter described property; the due execution of this mortgage having been a condition precedent to the granting of said advance.

AND WHEREAS, said mortgagors have agreed to repay the said sum so advanced with interest at the rate of six per centum (6%) per annum from the date hereof, in monthly installments of Thirty-eight ($38.00) Dollars - - - - - - - - - - - - - - commencing on the first - - - day of December , 1954 and on the first - - - - - day of each month thereafter, to be applied first to the payment of the interest then due and the balance to be applied on account of the said indebtedness until the whole of said principal sum shall be paid.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said mortgagors

do grant, convey and assign unto the said mortgagee, its successors and assigns, all that - - - lot of ground situate and lying in the Third Election District

of Anne Arundel County, Maryland - , and described as follows:

BEING known and designated as sub Lot No. Four (4) on Plat recorded with Deed recorded in Liber J.H.H. No. 508, folio 277, being part of Lot No. Four (4), tract two (2) of Powhattan Beach, and the improvements thereon having a frontage of Seventy-five (75) feet and a depth of One Hundred Twenty (120) feet Southerly. Powhattan Beach Plat recorded Cabinet 1, Rod A-9, Plat 1.

BEING the same lot of ground which by Deed dated November 28th, 1950 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 602, folio 151, was granted and conveyed by Henry A. Roundy and Maggie A. Roundy, his wife, to the said mortgagors.

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

FILED
1956 AUG 29 AM 10:57

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

TO HAVE AND TO HOLD the said lot of ground and premises unto the said mortgagee, its successors and assigns, in fee simple.

PROVIDED, however, if the said mortgagors, their heirs, personal representatatives or assigns, shall make or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on their part to be made and done, then this mortgage shall be void.

AND the said mortgagors, for themselves, their heirs, personal representatives and assigns covenant with the said mortgagee, as follows: (1) To keep the buildings on the premises insured against loss by fire, windstorm, and other hazards for the benefit of the mortgagee, its successors or assigns, in some company acceptable to the mortgagee, its successors or assigns, to the extent of its lien thereon and to deliver the policy and all renewal receipts to the mortgagee, its successors or assigns; and in case of failure of the mortgagors, their heirs, personal representatives, and assigns, so to do, the mortgagee its suc-

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

oessors or assigns, may do so and add the oost thereof to the amount of the mortgage indebtedness so as to become so muoh additional indebtedness secured by this mortgage; (2) To pay monthly -

on or before the first - - - - - - - - - - - - - - - - - day of eaoh and every month the sum of Six ($6.00) Dollars - for the payment of all taxes, insuranoe, publio dues and assessments of every kind whatsoever, for whioh the property hereby mortgaged may beoome liable when payable. Should such payments be insuffioient the mortgagee, its suocessors or assigns, are hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per centum (6%) per annum from the date of said payment, and the said mortgagee, its sucoessors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall beoome so muoh additional indebtedness seoured by this mortgage and be inoluded in any deoree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (3) Not to remove or demolish any buildings now on the premises, nor to permit, oommit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good oondition or repair, the mortgagee, its successors or assigns, may demand the immediate repair of said buildings or an increase in the amount of seourity, or the immediate repayment of the debt hereby secured, and the failure of the mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the mortgagee, its sucoessors or assigns, for a period of thirty days shall constitute a breaoh of this mortgage, and, at the option of the mortgagee, its suooessors or assigns, immediately mature the entire prinoipal and interest hereby seoured, and the mortgagee, its sucoessors or assigns, may without notioe, institute prooeedings to foreclose this mortgage, and apply for the appointment of a Reoeiver, as herein provided; (4) That the holder of this mortgage in any aotion to foreolose it, shall be entitled (without regard to the adequaoy of any seourity for the debt) to the appointment of a Reoeiver to oolleot the rents and profits of said premises and account therefor as the Court may direot; (5) That should the title to the here mortgaged property be aoquired by any person, persons, partnership or oorporation, other than the mortgagors, by voluntary grant or assignment, or in any other manner without the mortgagee's written oonsent, or should the same be enoumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written oonsent, then the whole of said principal sum shall immediately become due and owing as herein provided; (6) That the whole of said mortgage debt intended hereby to be seoured shall beoome due and demandable after default in the payment of any monthly installment, as herein provided, shall have oontinued for thirty days, or after default in the performanoe of any of the aforegoing oovenants or oonditions for thirty days; (7) That upon the institution of either bankruptoy or reoeivership prooeedings, voluntary or involuntary, against the said mortgagor (or either of them) this mortgage will immediately mature, and failure to pay the mortgage debt in full within ten days thereafter will entitle the mortgagee to foreolose this mortgage without notice; (8) that after any default and the institution of foreolosure prooeedings or the insertion of an advertisement for the sale of the hereby mortgaged premises, the mortgagee shall not be required to acoept payment of any arrearage, or the balance of the mortgage debt only, but also shall be entitled to demand and be paid all oosts, expenses, etc., inourred in suoh prooeeding, inoluding the counsel fee set forth herein, and one-half of the amount of the oommission that the Trustee or Attorney would have received had the sale been made at a price equal to the balanoe of the mortgage indebtedness at the time of default; (9) That in any proceedings in which the said mortgagee, beoause it is the holder of this mortgage, is oaused to file an answer or defeund itself through no fault of its own a reasonable fee shall be paid the attorney for the mortgagee, and if not paid by the mortgagor, may be oharged against the mortgage aooount.

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

AND the said mortgagors, hereby assent to the passage of a deoree for the sale of said property (the sale to take plaoe after default in any of the oovenants or oonditions of this mortgage, as herein provided), and the said mortgagors hereby also authorize the said mortgagee, its suooessors or assigns, or Irving H. Mezger, their duly constituted Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property and any such sale, whether under the above assent to a deoree or under the above power of

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

4

sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland or under any other General or Local Laws of the State of Maryland relating to mortgages, or any supplement, amendment or additions thereto. And upon any sale of said property, whether under the above assent to a decree or under the above powers of sale, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of Fifty ($50.00) Dollars to the attorney conducting the foreclosure and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; (2) to the payment of all claims of the said mortgagee, its successors or assigns, under this mortgage, whether the same shall have matured or not; and (3) the surplus (if any there be) to the said mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

WHENEVER used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

WITNESS the hands and seals of the said mortgagors.

Witness:

H. Allen Mezger

Lewis Garrison (SEAL)
Lewis Garrison

Ann A. Garrison (SEAL)
Ann A. Garrison

(SEAL)

(SEAL)

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 28th day of October - 1954 before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Lewis Garrison and Ann A. Garrison, his wife, - -

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

AS WITNESS my hand and Notarial Seal.

H. Allen Mezger
Notary Public

My Commission Expires May 2nd, 1955.

Recorded- 30th Oct., 1954, at 9 A.M.

EZGER & MEZGER
ATTORNEYS AND
UNSELLORS AT LAW
ALTIMORE 1, MD.

LIBER 103 PAGE 372

BALTIMORE, MARYLAND

FOR VALUE RECEIVED, the Arundel Federal Savings and Loan Association of Baltimore City hereby assigns the within mortgage unto H. Allen Mezger, Assignee, for the purposes of foreclosure.

IN TESTIMONY WHEREOF, the said body corporate has caused these presents to be executed by John P. Helmer, its President, and its corporate seal hereto affixed this 23rd day of August, 1956.

ATTEST:

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

Inez A. Brown, Asst. Sec.

By: John P. Helmer, President

6

SHORT ASSIGNMENT **OF MORTGAGE**

FROM

Arundel Federal Savings and Loan Association of Baltimore City

TO

H. Allen Mezger, Assignee

THIRD ELECTION DISTRICT
ANNE ARUNDEL COUNTY

Received for Record ..... *at* ..... *o'clock* ..... *M. Same day Recorded in Liber M. L.* ..... *Folio* ..... *etc. among the Records of Baltimore City, and examined.*

Per

RECEIVED FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1956 AUG 24 AM 9:01
& RECORDED IN LIBER GTC NO. 103 FOLIO 372
GEO. T. GROMWELL, CLERK

Clerk.

10M—3-56

100.

MORTGAGE

From:

Lewis Garrison and Ann A. Garrison, his wife,

To:

Arundel Federal Savings & Loan Association of Baltimore City.

THIRD ELECTION DISTRICT
ANNE ARUNDEL COUNTY

Received for Record 30 *Day of* Oct. *19*54 *at* 9 *A.M. and the same day recorded in Liber J. H. H.* ..... *No.* 875 *Fol.* 518 *Land Records of Anne Arundel County.*

JOHN H. HOPKINS, 3rd *Clerk*

Fd. 5.00

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

FILED

Militar Affidavit under Soldiers' and Sa·· -s' Civil Relief Act of 1940 and Amendment thereto of October 6, 1942

H. Allen Mezger, Assignee *vs.* Lewis Garrison and Ann A. Garrison, his wife	IN THE **CIRCUIT COURT** OF ANNE ARUNDEL COUNTY Equity No. 11,858

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared John P. Helmer, President of the Arundel Federal Savings and Loan Association of Baltimore City - - - - - - - - - - - and made oath in due form of law that he (she) knows the defendant herein, and that to the best of his (her) information, knowledge and belief

(1) said defendant is not in the military service of the United States,

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

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

(4) said defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for military service.

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

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

Subscribed and sworn to before me this 11th day of October 1956

E. Jane Rusinek
E. Jane Rusinek, *Notary Public*

My Commission Expires May 6th, 1957.

FILED
1956 OCT 10 AM 9:03

8

STATEMENT OF MORTGAGE CLAIM

LIBER 103 PAGE 374

H. Allen Mezger, Assignee

vs.

Lewis Garrison and Ann A. Garrison, his wife

IN THE

CIRCUIT COURT

— OF —

~~BALTIMORE COUNTY~~
ANNE ARUNDEL COUNTY

Equity No. 11,858

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage		$ 4,550.00
Less - Total amount paid on account of Principal	$5.43	
Less - Credit Expense Account	33.55	38.98
Net Balance		$ 4,511.02
Plus accumulated interest to October 31st, 1956 (with interest thereafter at rate of 6% per annum)		68.51
Total amount of Mortgage Indebtedness		$ 4,579.53

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

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

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 11th day of October in the year nineteen hundred and fifty-six, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Henry C. Bourke, Jr., Treasurer of Arundel Federal Savings and Loan Association of Baltimore City - - -

the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

FILED
1956 OCT 10 AM 9:03

As witness my hand and Notarial Seal

E. Jane Businek

My Commission Expires May 6th, 1957.

E. Jane Businek, Notary Public.

9

Jud. 14042.
Assignee's Bond

LIBER 103 PAGE 375

No. 11,858 Equity

Know all Men by these Presents:

THAT WE H. Allen Mezger

of 200 W. Saratoga Street, Baltimore 1, Maryland

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Four Thousand Six Hundred and 00/100 ($ 4,600.00) . . . . . *Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this* 11th *day of* October *in the year of our Lord nineteen hundred and* fifty-six

WHEREAS, the above bounden H. Allen Mezger *by virtue of a power contained in mortgage from* Lewis Garrison and Ann A. Garrison, his wife

to Arundel Federal Savings and Loan Association

dated October 28, 1954 *and recorded in Liber* JHH *No.* 875 *folio* 518 *etc., one of the Land Record Books of* Anne Arundel County, Maryland *is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said* H. Allen Mezger *is about to execute the power vested in him by assignment of power in said mortgage;*

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

H. Allen Mezger [SEAL]
H. Allen Mezger

[SEAL]

Elaine E. Seeger
Elaine E. Seeger

MARYLAND CASUALTY COMPANY
By Joseph F. Howell
Joseph F. Howell, Attorney-in-Fact

ATTEST:
L. Pill
L. Pill

Approved this 10 Oct., 1956.
George T. Cromwell, Clerk.

FILED
1956 OCT 10 AM 9:03

10

LIBER 103 PAGE 376

STATE OF MARYLAND, Baltimore City, sct:

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

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

MARYLAND CASUALTY COMPANY

Attest: D. W. VAUTHIER
Assistant Secretary

By: HARRY C. MICHAEL
Vice-President

I HEREBY CERTIFY that the above is a correct and true copy of the original Power of Attorney, and that the same is on this 11th day of October 1956 in full force and effect.

MARYLAND CASUALTY COMPANY

D. W. Vauthier, Assistant Secretary.

H. Allen Mezger, Assignee	*	IN THE CIRCUIT COURT
vs.	*	FOR
Lewis Garrison and Ann A.	*	ANNE ARUNDEL COUNTY
Garrison, his wife	*	Equity No. 11,858

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

CERTIFICATION

We hereby certify, that on the 15th day of October, 1956, we sold at public auction for the highest price obtainable to the Arundel Federal Savings & Loan Association of Baltimore City the property described as follows:

> BEING all that lot of ground situate and lying in the Third Election District of Anne Arundel County, Maryland, and described as follows: BEING known and designated as sub Lot No. Four (4) on Plat recorded with Deed recorded in Liber J.H.H. No. 508, folio 277, being part of Lot No. Four (4), tract two (2) of Powhattan Beach, and the improvements thereon having a frontage of Seventy-five (75) feet and a depth of One Hundred Twenty (120) feet Southerly. Powhattan Beach Plat recorded Cabinet 1, Rod A-9, Plat 1.

at and for the price of Four Thousand ($4,000.00) Dollars.

IN TESTIMONY WHEREOF, the said body corporate has affixed its corporate seal hereto and has caused these presents to be signed by John M. Miller, Jr., its Vice-President.

E. T. NEWELL AND CO., INC., AUCTIONEERS

By: John M. Miller, Jr.
John M. Miller, Jr., Vice-President

I/We hereby certify that I/we purchased the above described property at and for the price of Four Thousand ($4,000.00) Dollars.

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

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

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

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

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1956 OCT 19 AM 9:08

H. Allen Mezger, Assignee	*	IN THE CIRCUIT COURT
vs.	*	FOR
Lewis Garrison and Ann A.	*	ANNE ARUNDEL COUNTY
Garrison, his wife	*	Equity No. 11,858

* * * * * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of H. Allen Mezger, Assignee, of the mortgage from Lewis Garrison and Ann A. Garrison, his wife, to the Arundel Federal Savings and Loan Association of Baltimore City, filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a mortgage from Lewis Garrison and Ann A. Garrison, his wife, to Arundel Federal Savings and Loan Association of Baltimore City dated October 28, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 875, folio 518, which mortgage was then duly assigned on August 24, 1956, to the undersigned Assignee for the purpose of foreclosure, to make sale of the property therein described in case of default and default having occurred thereunder, after giving bond with security for the faithful discharge of his duties and having given at least twenty (20) days' notice of the time, place, manner and terms of the sale by advertisement inserted in the "Maryland Gazette", a newspaper published in Anne Arundel County, Maryland, said H. Allen Mezger, Assignee, did, pursuant of said notice on Monday, October 15th, 1956, at 3:00 o'clock p.m. attend on the premises and then and there sold at public auction, all that lot of ground located in the Third Election District, Anne Arundel County, Maryland, and more particularly described in said mortgage, together with the improvements thereon, in fee simple, to the Arundel Federal Savings and Loan Association of Baltimore City, who was then and there the highest bidder at and for the sum of Four Thousand ($4,000.00) Dollars the entire amount of the purchase price to be paid upon ratification of said sale and all expenses to be adjusted to date of sale.

H. Allen Mezger
H. Allen Mezger, Assignee

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 17th day of October, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the

1956 OCT 19 AM 9:08
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MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

13

County aforesaid, personally appeared H. Allen Mezger, Assignee, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true and correct and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Elaine E. Seeger

Elaine E. Seeger, Notary Public

My Commission Expires May 6th, 1957.

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

'4

LIBER 103 PAGE 380

ORDER NISI

H. Allen Mezger, Assignee

versus

Lewis Garrison and Ann A. Garrison, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,858 Equity

Ordered, this 19 day of October, 19 56, That the sale of the Property in these Proceedings mentioned, made and reported by H. Allen Mezger, Assignee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 26 day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26 day of November next.

The report states that the amount of sale was $ 4,000.00

Filed 1956 Oct 19 AM 9:08 George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

H. Allen Mezger, Assignee

versus

Lewis Garrison and Ann A. Garrison, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 27th day of November, 19 56, that the sale made and reported by the 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 Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

FILED
1956 NOV 27 PM 3:46

15

LIBER 103 PAGE 381

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. 11,858 Equity
H. ALLEN MEZGER, Assignee
Vs.
LEWIS GARRISON and ANN A. GARRISON, his wife.

Ordered, this 19th day of October, 1956, That the sale of the Property in these Proceedings mentioned, made and reported by H. Allen Mezger, Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $4,000.00.

GEORGE T. CROMWELL, Clerk.

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

N-15

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 21, 1956

We hereby certify, that the annexed Order Nisi Sale Eq. 11,858 Lewis Garrison

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.

FILED
1956 NOV 21 PM 3:16

No. M.G. 8859

By H. Tilghman

16

In the Case of

H. Allen Mezger,
Assignee
vs.
Lewis Garrison
and
Ann A. Garrison, his wife

In the
Circuit Court
For
Anne Arundel County
No. 11,858 Equity

To the Honorable, the Judges of said Court:

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

December 4, 1956

All of which is respectfully submitted.

Laura R. Fickling
Auditor.

FILED
1956 DEC 27 PM 3:27

Dr. in ac.

H. Allen Mezger, Assignee vs. Lewis Garrison and Ann A. Garrison, his wife

To Assignee for Fee, viz:	50	00		
To Assignee for Commissions	150	00	200	00
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	36	24		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	11	80		
Maryland Casualty Co. - bond premium	18	40		
E. T. Newell & Co. - auctioneer's fee	25	00		
Clerk of Court - recording assignment	1	00		
One-half Federal documentary stamps	2	20		
One-half State documentary stamps	2	20		
Elaine E. Seeger - notary fee		50	111	34
To Arundel Federal Savings & Loan Ass'n of Baltimore City, mortgagee - this balance on account mortgage claim	3,647	40	3,647	40
			4,010	24
Amount of mortgage claim filed	4,579	53		
Cr. Amount allowed above	3,647	40		
Balance subject to decree in personam	932	13		

18

with

H. Allen Mezger, Assignee

					Cr.	
1956						
Oct.	15	Proceeds of Sale	4,000	00	4,000	00
		Refund 1956 State and County taxes ($48.54) - 77 days	10	24	10	24
					4,010	24

LIBER 103 PAGE 385

ORDER NISI

H. Allen Mezger,
Assignee

VERSUS

Lewis Garrison
and
Ann A. Garrison, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 11,858 Equity.

ORDERED, This 27 day of December, 19 56, That the Report and Account of the Auditor, filed this day in the above entitled cause,

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

George F. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 5th day of February, 1957, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge.

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1957 FEB -5 PM 3:35

LIBER 103 PAGE 386

OFFICE OF

Maryland Gazette

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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,858 Equity

H. ALLEN MEZGER, Assignee
Vs.
LEWIS GARRISON and ANN A. GARRISON, his wife.

Ordered, this 27th day of December, 1956, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 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.

GEORGE T. CROMWELL, Clerk.

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

J-17

CERTIFICATE OF PUBLICATION

Annapolis, Md., January, 1957

We hereby certify, that the annexed

Order Nisi - Aud. Acct. Eq 11858

Lewis Garrison

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 4th day of February, 1957. The first insertion being made the 3rd day of January, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1957 JAN 24 PM 3:35

No. M.G. 9832

By Marie Tate

21

IN THE MATTER OF THE MORTGAGED REAL ESTATE	:	Equity No. 11,850
OF BORA G. HYMAN AND GERTRUDE S. HYMAN,	:	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 named in mortgage

FILED
1956 AUG 23 AM 9:42

MORTGAGE FEE—CITY OR COUNTY—Form

LIBER 103 PAGE 388

LIBER 773 PAGE 213

PURCHASE MONEY

THIS MORTGAGE, Made this 3rd day of August

in the year nineteen hundred and fifty-three by and between Bora G. Hyman

and Gertrude S. Hyman, his wife,

Mortgagors of the County of Anne Arundel in the State of Maryland, of the first part, and

Penwood Corporation, a body corporate, , Mortgagee , of the second part:

Whereas, the said Mortgagors are indebted to the said Mortgagee in the full and just sum of SEVEN THOUSAND SEVEN HUNDRED DOLLARS ($7,700.00), as evidence of which the said Mortgagors have this day passed to the said Mortgagee their promissory note for said sum payable fourteen years after date with interest thereon, at the rate of six per centum (6%) per annum; provided, however, that during the years aforesaid, and any extension or renewal of said years, the Mortgagors shall pay the monthly sum of SEVENTY DOLLARS ($70.00) including interest thereon at the rate aforesaid on the unpaid balance; failure to make any of the aforesaid payments shall constitute a default; and,

Whereas, the parties hereto have agreed that this mortgage should be executed for the purpose of securing the payment of said note, together with any extensions or renewals thereof, or substitutes therefor, at the time limited for the same; provided, however, that the said Mortgagors shall have the right to pay all or any additional part of the principal on any monthly installment payment date and interest shall abate on any amounts so paid on the principal; the proceeds hereof being a part of the purchase money of the property described herein and conveyed to the Mortgagors by deed of even date.

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar,

the said Bora G. Hyman and Gertrude S. Hyman, his wife,

do grant and convey unto Penwood Corporation, its

successors ~~heirs~~ and assigns,

in fee simple, all that lot or parcel of ground situate and lying in the First

Election District, the County aforesaid, and described as follows, to wit:—Beginning for the same at an iron pipe in the southerly line of the Mayo Road (40 ft. wide), said point being North 51° 32' West, 101.75 ft. from the intersection of said southerly line with the center line of Ponder Drive (40 ft. wide) as the said Drive is shown on a plat of the subdivision of Ponder Cove Beach Club as the same is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-8, Folio 12, and running thence from the said beginning point and leaving Mayo Road (1) South 38° 28' West, 160.0 ft. to a stake; thence (2) North 51° 32' West, 70.0 ft. to a stake; thence (3) North 38° 28' East, 160.0 ft. to a point in the southerly line of the said Mayo Road; thence with said road (4) South 51° 32' East, 70.0 ft. to the place of beginning. Containing 11,200 sq. ft. of land.

BEING the same property conveyed to the within-named Mortgagors by Penwood Corporation by deed of August 3, 1953 ~~xxx~~ and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

FILED

1956 AUG 23 AM 9:42

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 Penwood Corporation, its successors and assigns, forever.

Provided, that if the said Bora G. Hyman and Gertrude S. Hyman, his wife, their executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Seven Thousand seven-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 Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagor shereby also authorize the said Mortgagee ,its successors, personal representatives, or assigns or Wm. W. Townshend, Jr., their 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 Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which said expenses, costs and commission the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, its successors, personal representatives or assigns, or William W. Townshend, Jr., its ~~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 parties of the first part, their 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 parties of the first part covenant to pay when legally payable.

And the said parties of the first part further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amount of at least Seven Thousand Seven 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 the said Mortgagee, its/successors, executors, administrators or assigns, to the extent of its lien or claim hereunder.

Witness the hands and seals of the said Mortgagors:

TEST:

Alice C. Hudak
Alice C. Hudak

Bora G. Hyman [SEAL]
Bora G. Hyman

Gertrude S. Hyman [SEAL]
Gertrude S. Hyman

[SEAL]

State of Maryland, Anne Arundel County, ss:

I Hereby Certify, that on this 3rd day of August in the year one thousand nine hundred and fifty-three before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Bora G. Hyman and Gertrude S. Hyman, his wife, the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared Paul D. Crandall and made oath in due form of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.

Witness my hand and Notarial seal.

Alice C. Hudak
Alice C. Hudak, Notary Public

Recorded: August 4, 1953 at 1 P.M.

LIBER 103 PAGE 391

219[illegible]

PURCHASE MONEY

MORTGAGE

FROM

BORA G. HYMAN AND

GERTRUDE S. HYMAN, HIS WIFE

7508.[illegible] TO 6%
7700.00

PENWOOD CORPORATION

Payable 70.00 on 3rd each month

BLOCK NO.

Received for Record 4 Aug, 1953, at 1 o'clock P M. Same day recorded in Liber J.H.K. No. 773 Folio 213 &c., Land Records of A.A.Co.

and examined per John H. Hopkins Jr., Clerk.

Cost of Record, $ [illegible] Pd

For Collection
Penwood Corporation
By: G. D. Crandall, Treas.

[illegible]

[illegible] of
[illegible] Gertrude S Hyman
326 - Hull St
[illegible]

3 mo due
8/3/56

The Daily Record Co., Baltimore, Md.

E.

WILLIAM W. TOWNSHEND, JR., Atty.
Towns-Worth Bldg., Sout t.
Annapolis, Maryland

LIBER 103 PAGE 392

A T T O R N E Y ' S S A L E

OF

VALUABLE IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Bora G. Hyman and Gertrude S. Hyman, his wife, dated August 3, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 773, Folio 213, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

FRIDAY, SEPTEMBER 21, 1956

at 10 o'clock A.M.

All that tract or parcel of ground situate, lying and being in the First Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

Beginning for the same at an iron pipe in the southerly line of the Mayo Road (40 ft. wide), said point being North 51° 32' West, 101.75 ft. from the intersection of said southerly line with the center line of Ponder Drive (40 ft. wide) as the said Drive is shown on a plat of the subdivision of Ponder Cove Beach Club as the same is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-8, Folio 12, and running thence from the said beginning point and leaving Mayo Road (1) South 38° 28' West, 160.0 ft. to a stake; thence (2) North 51° 32' West, 70.0 ft. to a stake; thence (3) North 38° 28' East, 160.0 ft. to a point in the southerly line of the said Mayo Road; thence with said road (4) South 51° 32' East, 70.0 ft. to the place of beginning. Containing 11,200 sq. ft. of land.

Being the same property conveyed unto Bora G. Hyman and Gertrude S. Hyman, his wife, by Penwood Corporation, a body corporate, by deed dated August 3, 1953 and recorded among the aforesaid Land Records in Liber J.H.H. 723, Folio 210.

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 Building, South Street
Annapolis, Maryland

Robert Campbell, Auctioneer

Maryland Gazette Press
August 30, 1956
September 6, 13 and 20, 1956

FILED
1956 AUG 23 AM 9:42

6

In the Matter of the Mortgaged Real Estate	:	No. 11,850 Equity
of Bora G. Hyman and Gertrude S. Hyman,	:	In the Circuit Court for
his wife	:	Anne Arundel County

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Bora G. Hyman and Gertrude S. Hyman, his wife, to Penwood Corporation, dated August 3, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 773, Folio 213		$7,700.00
Paid on account		1,042.60
		$6,657.40
Interest from July 12, 1956 to August 31, 1956	$ 54.18	
Interest from August 31, 1956 to September 21, 1956	23.10	
	$ 77.28	77.28
		$6,734.68

William W. Townshend, Jr.,
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

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

ALICE GARY NOTARY PUBLIC ANNE ARUNDEL CO. MD.

FILED
1956 SEP 14 AM 9:50

LIBER 103 PAGE 394

No. 11850 Equity

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE: NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, WILLIAM W. TOWNSHEND, JR., as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, areheld and firmly bound unto the State of Maryland in the full and just sum of SEVEN THOUSAND DOLLARS ($7,000.00) current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 13th Day of September, 1956.

WHEREAS, by virtue of a power of sale contained in a mortgage from Bora G. Hyman and Gertrude S. Hyman, his wife bearing date on or about the 3rd day of August, 1953, the said William W. Townshend, Jr. is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or 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 William W. Townshend, Jr. is about to execute said power and make sale o f the property described as aforesaid in said mortgage.

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

SIGNED, sealed and delivered this 13th day of September, 1956, in the presence of

Alice Gary

Kathleen Meesch

William W. Townshend (SEAL)
William W. Townshend, Jr. PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

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

Bond approved and filed
This 14th day of September 1956

In the Matter of the Mortgaged Real Estate	:	No. 11,850 Equity
of Bora G. Hyman and Gertrude S. Hyman, 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 Bora G. Hyman and Gertrude S. Hyman, his wife, dated August 3, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 773, Folio 213, 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, September 21, 1956, at 10 o'clock A.M., and then and there sold the said property unto Paul D. Crandall at and for the sum of FIVE THOUSAND FIVE HUNDRED DOLLARS ($5,500.00), 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 First Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

BEGINNING for the same at an iron pipe in the southerly line of the Mayo Road (40 ft. wide), said point being North 50° 32' West, 101.75 ft. from the intersection of said southerly line with the center line of Ponder Drive (40 ft. wide) as the said Drive is shown on a plat of the subdivision of Ponder Cove Beach Club as the same is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-8, Folio 12, and running thence from the said beginning point and leaving Mayo Road (1) South 38° 28' West, 160.0 ft. to a stake; thence (2) North 51° 32' West, 70.0 ft. to a stake; thence (3) North 38° 28' East, 160.0 ft. to a point in the southerly line of the said Mayo Road; thence with said road (4) South 51° 32' East, 70.0 ft. to the place of beginning. Containing 11,200 sq. ft. of land.

FILED

1956 SEP 24 PM 1:01

9

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 $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.,
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 21st day of September, 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, Notary Public

ORDER NISI

LIBER 103 PAGE 397

In The Matter of the Mortgaged
Real Estate of BORA G. HYMAN and
GERTRUDE S. HYMAN, his wife
~~xxxxx~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,850 Equity

Ordered, this 24th day of September, 1956, That the sale of the property in these proceedings mentioned made and reported by WILLIAM W. TOWNSHEND, Jr., Attorney Named in Mortgage ~~Trustee~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 29th day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 29th day of October next.

The report states that the amount of sales ~~xxxx~~ was $ 5,500.00

George T. Cromwell Clerk.

True Copy.
Filed 1956 Sept. 24
1:01 P.M.

TEST: Clerk.

(Final Order)

In The Matter of the Mortgaged
Real Estate of Bora G. Hyman and
Gertrude S. Hyman, his wife
~~xxxxx~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 2d day of November, 1956, that the sale made and reported by the ~~Trustee~~ Attorney aforesaid, be and the same is hereby Ratified and Confirmed finally no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Nicholson
Judge.

FILED
1956 NOV -2 PM 3:35

11

ROBERT CAMPBELL - - - - - - - - - - - - - - - - Auctioneer

LIBER 103 PAGE 398

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 Bora G. Hyman and Gertrude S. Hyman, his wife, dated August 3, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 773, Folio 213, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

FRIDAY, SEPTEMBER 21st, 1956

AT 10 O'CLOCK A.M.

All that tract or parcel of ground situate, lying and being in the First Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

Beginning for the same at an iron pipe in the southerly line of the Mayo Road (40 ft. wide), said point being North 50° 32′ West, 101.75 ft. from the intersection of said southerly line with the center line of Ponder Drive (40 ft. wide) as the said Drive is shown on a plat of the subdivision of Ponder Cove Beach Club as the same is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-8, Folio 12, and running thence from the said beginning point and leaving Mayo Road (1) South 38° 28′ West, 160.0 ft. to a stake; thence (2) North 51° 32′ West, 70.0 ft. to a stake; thence (3) North 38° 28′ East, 160.0 ft. to a point in the Southerly line of the said Mayo Road; thence with said road (4) South 51° 32′ East, 70.0 ft. to the place of beginning. Containing 11,200 sq. ft. of land.

Being the same property conveyed unto Bora G. Hyman and Gertrude S. Hyman, his wife, by Penwood Corporation, a body corporate, by deed dated August 3, 1953 and recorded among the aforesaid Land Records in Liber J.H.H. 723, Folio 210.

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 adusted to date of sale.

Forfurther particulars, apply to:

WILLIAM W. TOWNSHEND, JR.
Attorney, Towns-Worth Building
South Street, Annapolis, Maryland

Filed 24 Sept., 1956, at 1:01 P. M.

Annapolis, Maryland
September 21, 1956

This is to certify that I have this 21st day of September 1956 sold the property known as containing 11,200 sq. ft. of land, First Election District, Anne Arundel County, Maryland, unto

Paul D. Crandall

at and for the sum of FIFTY FIVE HUNDRED DOLLARS - - - - - ($5,500.00)

being then and there the highest bidders therefor.

Robert H. Campbell
Auctioneer

Annapolis, Maryland
September 21, 1956

This is to certify that I have this 21st day of September 1956 purchased the property from William W. Townshend, Jr., Attorney, known as containing 11,200 sq. ft. of land, First Election District of Anne Arundel County, Maryland, at and for the sum of

FIFTY FIVE HUNDRED DOLLARS - - - - - - - - - - - - - - - - ($5,500.00)

and I hereby agree to comply with the terms of said sale.

Paul D. Crandall, Purchaser

Purchaser

FILED
1956 SEP 24 PM 1:01

12-A

LIBER 103 PAGE 400

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,850 Equity

In The Matter Of The Mortgaged Real Estate of BORA G. HYMAN And GERTRUDE S. HYMAN, His Wife.

Ordered, this 24th day of September, 1950, 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 29th day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 20th day of October next.

The report states that the amount of sale was $5,500.00.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

O-18

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 31, 1956

We hereby certify, that the annexed Order Nisi Sale Eq. 11,850 Bora G. Hyman & Gertrude S. Hyman

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 29th day of October, 1956. The first insertion being made the 27th day of September, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M.G. 5-7180 1956 NOV -1 PM 2:49

13

In the Case of

In the Matter of the
Mortgaged Real Estate
of
Bona G. Hyman
and
Gertrude S. Hyman, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,850 Equity

To the Honorable, the Judges of said Court:

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

November 13, 1956

All of which is respectfully submitted.

Laura R. Fickling
Auditor.

FILED

1956 NOV 17 AM 10:44

14

Dr.

In the Matter of the Mortgaged Real Estate of Bora G. Hyman and Gertrude S. Hyman, his wife

in ac.

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	195	00	295	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	45	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	11	69		
Globe Indemnity Co. - bond premium	28	00		
Robert H. Campbell - auctioneer's fee	55	00		
One-half Federal documentary stamps	3	03		
One-half State documentary stamps	3	02		
Alice Gary - notary fees	1	00	160	74
To Attorney for Taxes, viz: 1956 State and County taxes ($65.26) - adjusted - 8 months 21 days	47	30	47	30
To Penwood Corporation, mortgagee - this balance on account mortgage claim	4,945	46	4,945	46
			5,500	00
Amount of mortgage claim filed	6,734	68		
Cr. Amount allowed above	4,945	46		
Balance subject to decree	1,789	22		

with

Cr.

William W. Townshend, Jr.,
Attorney named in Mortgage

1956						
Sept.	21	Proceeds of Sale	5,500	00	5,500	00
					5,500	00

16

LIBER 103 PAGE 404

ORDER NISI

In the Matter of the Mortgaged Real Estate

~~VERSUS~~ of

Bora G. Hyman

and

Gertrude S. Hyman, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,850 Equity.

ORDERED, This 17th day of November, 1956, That the Report and Account of the Auditor, filed this day in the above entitled cause,

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

FILED 1956 Nov. 17

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 10th day of June, 1957, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

[illegible] 11 PM 12:25

Benjamin Nicholson
Judge.

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,850 Equity
In The Matter Of The Mortgaged Real Estate Of BORA G. HYMAN And GERTRUDE S. HYMAN, His Wife.

Ordered, this 17th day of November, 1956, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 24th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24th day of December next.

GEORGE T. CROMWELL, Clerk.

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

D-6

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 17, 1956

We hereby certify, that the annexed Order Nisi. Eq. 11,850 Auditor Account.

Bora G. Hyman

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 24th day of December, 1956. The first insertion being made the 22nd day of November, 1956

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
1956 DEC 31 PM 12:11

No. M.G. 8966

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
VS	*	FOR
LESTER L. SHAHAN and	*	ANNE ARUNDEL COUNTY
MARY W. SHAHAN, his wife	*	No. 11,992 · Equity

* * * * * * *

MR. CLERK:

Please docket Suit in the above entitled case and file Petitioner's Exhibit "A"

WILLIAM C. ROGERS, Attorney
Named in Mortgage

Winson G. Gott, Jr., Lee Bldg. Annapolis
Attorney for Plaintiff

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City-County Form. LIBER 103 PAGE 406 *No. 11,992 - Equity*

LIBER 706 PAGE 270 PETITIONER'S EXHIBIT "A"

This Mortgage, Made this *4th* day of *September*, in the year one thousand, nine hundred and fifty-two - - - - -, between LESTER L. SHAHAN and MARY W. SHAHAN, his wife, -

of Anne Arundel County - - - - - - - - - - - - -, in the State of Maryland, Mortgagors, and THE AUGUSTA BUILDING AND LOAN ASSOCIATION, INC., a body corporate, duly incorporated under the laws of Maryland, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance of FIFTY-NINE HUNDRED EIGHTY ($5980.00) - - - - - - - - - - - Dollars, being part of the purchase money for the property hereinafter described, on their forty-six shares of its stock, the execution of this Mortgage having been a condition precedent to the granting of said advance.

AND WHEREAS, said Mortgagors have agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of six per cent. (6%) per annum in the manner following:

By the payment on or before the first day of each month from date hereof;

(A) of the sum of FIFTY DOLLARS & SEVENTY FIVE CENTS ($50.75) - - - Dollars, being principal and interest of said Mortgage indebtedness, which said interest shall be computed by the calendar month: and

(B) of the sum of FOURTEEN ($14.00) - - - - - - - - - - - - - - - - - Dollars, being the present estimated one-twelfth of the annual taxes, water rent, ground rent, insurance premiums and other public charges or assessments for which the property is liable; and if said one-twelfth of the aforesaid charges under Section B aforesaid are insufficient to pay said charges or any additional charges for which the property may be or become liable, or premiums on life insurance policies that may be assigned to the association and held by it or its successors and assigns, then upon demand of said Mortgagee, its successors or assigns, the mortgagors, his, her or their heirs, personal representatives or assigns, shall pay such additional monthly amounts as shall be necessary to pay said charges; the aforesaid combined payments under Sections A and B aforesaid to continue until the whole of said principal and interest shall be paid in full, and said combined payments under Sections A and B aforesaid may be applied by the Mortgagee, its successors and assigns in the following order: (1) to the payment of interest: (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description for which the property may be liable, ground rent, fire and life insurance premiums assigned to the association, its successors or assigns, and (3) towards the payment of the aforesaid principal sum.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of One Dollar, the said Mortgagors do-- grant, convey and assign unto the said Mortgagee, its successors and assigns, all that - - lot of ground situate and lying in Anne Arundel County in said State, and described as follows:

BEGINNING for the same at an iron pipe in Quarterfield Road said pipe being distant north twenty-five degrees thirty minutes east eighty feet from a stone planted at the end of the north fifty-seven and one-fourth degrees east four hundred twenty-three foot line of the whole tract of which this is a part and which point of beginning is also at the beginning point of an acre lot which by Deed dated April 8, 1932 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 94 folio 457 was granted and conveyed by Henry Naumann and Helen M. Naumann, his wife, to Ada McEnaney thence following certain outlines of the McEnaney property north fifty-two degrees west one hundred seventy feet and north five degrees thirty-seven minutes east two

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hundred seventy-one and fifty-five one-hundredths feet to the center of Donaldson Avenue thence along the center line of Donaldson Avenue north eighty-seven degrees ten minutes west two hundred seventy feet to the outline of the whole tract thence following said outline south one degree forty-eight minutes west six hundred eighty feet more or less to the above mentioned Quarterfield Road thence along the center of said Road north fifty-nine degrees thirty-five minutes east four hundred twenty-three feet more or less to a stone and thence north twenty-five degrees thirty minutes east eighty feet to the place of beginning. Containing four and one-third acres more or less situate on Quarterfield Road at Severn.

BEING the same lot of ground which by Deed of Assignment dated even date herewith and intended to be recorded among the Land Records of Anne Arundel County, immediately prior hereto was granted and conveyed by CHRISTINA CAPRAROLA to LESTER L. SHAHAN and MARY W. SHAHAN, his wife, the within Mortgagors.

It is particularly understood and agreed that if the mortgage debt is paid before maturity and if any prepayment equals or exceeds twenty per centum of the original principal amount of the loan, three months' interest, at the rate specified in this mortgage, on the amount prepaid, shall be paid to the Mortgagee.

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

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns, for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the yearly rental of $90.00 - - -; payable in equal semi-annual instalments on the fourth - - days of March - - - - and September - - in each and every year.

Provided, however, if the said Mortgagors, their heirs, personal representatives or assigns, shall make or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on their part to be made and done, then this mortgage shall be void.

And the said Mortgagors, for themselves, their heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of the failure of the Mortgagors, their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to pay premiums on any life insurance policy or policies assigned to the Association, or wherein the association is the beneficiary and which is held by the Association as additional collateral for this indebtedness, the Mortgagee, its successors or assigns, being hereby authorized to pay said premiums from time to time and the amounts so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date or dates of said payments, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid together with interest thereon, so that same shall become so much additional indebtedness secured by this mortgage, and be included in any decree of foreclosure, or sale of this property; (5) to pay whatever sum or sums to the Mortgagee, its successors or assigns, when called upon, for the payment of taxes, water rent, ground rent, fire and life insurance premiums and other public charges or assessments for which the property hereinbefore described may be legally liable, if and in the event said Mortgagee, its successors or assigns has not collected each month sufficient money for the payment of said annual taxes, water rent, ground rent, insurance premiums or public charges or assessments for which the property hereinbefore described may be legally liable; (6) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (7) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (8) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagors, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagors, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (9) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days.

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

AND the said Mortgagors, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, do -- hereby (1) declare their assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); and the said Mortgagors do -- hereby (2) also authorize the said Mortgagee, its successors or assigns, or **William C. Rogers,** its duly authorized Attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper printed in the county or city in which the land, or some portion thereof, is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of TWO HUNDRED ($200.00) Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making said sale equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagors, their heirs, personal representatives, or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagors, or their assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

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

WITNESS the hands and seals of the said Mortgagors.

WITNESS:

Ruby C. Quandt
RUBY C. QUANDT

Lester L. Shahan (SEAL)
LESTER L. SHAHAN

Mary W. Shahan (SEAL)
MARY W. SHAHAN

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 4th day of September, 1952 before me, the subscriber, a Notary Public, of the State of Maryland in and for the City aforesaid, personally appeared LESTER L. SHAHAN and MARY W. SHAHAN, his wife, - the Mortgagors, named in the aforegoing mortgage, satisfactorily proven to be the persons whose names are subscribed to the within instrument and they acknowledged the aforegoing mortgage to be their act, and that they executed the same for the purposes therein contained. At the same time also appeared STANLEY L. HOLMES, Agent of the - - - within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and that he is Agent of said Mortgagee duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal

Notary Public.

My commission expires May 4, 1953.

Recorded- 10th September, 1952, at 9 A.M.

MORTGAGE

FROM

15332

LESTER L. SHAHAN and

MARY W. SHAHAN, his wife,

TO

THE AUGUSTA BUILDING AND LOAN ASSOCIATION, INC.

BLOCK NO.

Received for Record Sept. 10 195

at 2 o'clock M. Same day recorded in

Liber No. 706 Folio 270 etc.,

one of the Land Records of

and examined per

Clerk.

Cost of Record, $

WILLIAM C. ROGERS
Attorney at Law
The Rogers Building
113 E. Baltimore Street
Baltimore 2, Md.

The Daily Record Company, Baltimore, Md.

FILE NO. 24420

WRITTEN BY

FORM APPROVED

READY FOR RECORD

LIBER 103 PAGE 410

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
VS	*	FOR
LESTER L. SHAHAN and	*	ANNE ARUNDEL COUNTY
MARY W. SHAHAN, his wife	*	In Equity - No. 11,992

* * * * * * *

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of The Augusta Building and Loan Association, Inc., under the mortgage from Lester L. Shahan and Mary W. Shahan, his wife, to The Augusta Building and Loan Association, Inc., dated September 4, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 706, folio 270.

March 5, 1957

Lester L. Shahan and wife
4 & 1/3 Acres Quarterfield Rd.
Anne Arundel Co., Md.

Original amount of loan		$5,980.00
Interest Charges	$1,435.86	
Ground Rent	405.00	
Taxes	168.93	
Insurance	151.13	2,160.92
		$8,140.92
Less amount of Payments		3,193.05
Balance due on loan		$4,947.87

THE AUGUSTA BUILDING AND LOAN ASSOCIATION, INC.

BY John J. Byrne Jr.
JOHN J. BYRNE, Jr. Secretary

STATE OF MARYLAND)
) To Wit:
CITY OF BALTIMORE)

I HEREBY CERTIFY That on this 6th day of March, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared John J. Byrne, Jr. Secretary of The Augusta Building and Loan Association, Inc., and William C. Rogers, Attorney Named in Mortgage, and made oath in due form of law that the aforegoing is a true and just Statement of the amount of the Mortgage Claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

Herbert C. Moore
HERBERT C. MOORE, Notary Public

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1957 MAR -7 AM 11:45

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
VS	*	FOR
LESTER L. SHAHAN and	*	ANN ARUNDEL COUNTY
MARY W. SHAHAN, his wife	*	No. 11,992 Equity

* * * * * * *

STATE OF MARYLAND)
) To Wit:
CITY OF BALTIMORE)

On this 26th day of February, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared William C. Rogers, Plaintiff in the above entitled cause, who being duly sworn according to law, deposed and said:

That Lester L. Shahan and Mary W. Shahan, 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 Lester L. Shahan and Mary W. Shahan, his wife, are not in the military service of the United States.

WILLIAM C. ROGERS, Affiant

Sworn to, acknowledged and subscribed to before me, the day and year first above written.

Thomas E. Kelly, Jr.
Notary Public
THOMAS E. KELLY, JR.

THOMAS E. KELLY, JR. NOTARY PUBLIC BALTIMORE, MD.

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1957 Mar. 7-
at 11:45

LIBER 103 PAGE 412

UNITED STATES CASUALTY COMPANY

60 JOHN STREET, NEW YORK

No. 11,992
Equity

Know All Men by These Presents:

That we William C. Rogers

113 E. Baltimore Street, Baltimore 2, Maryland ----- as Principal and UNITED STATES CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of ----------SIX THOUSAND ($6,000.00)---------- Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 6th day of March in the year nineteen hundred and fifty-seven.

Whereas, the above bounden William C. Rogers

by virtue of the power contained in a Mortgage from Lester L. Shahan and Mary W. Shahan, his wife, to The Augusta Building and Loan Association, Inc., ---------- bearing date the 4th day of September nineteen hundred and fifty-two, and recorded among the Land Records of Anne Arundel County, in Liber JHH No. 706, Folio 270, and

William C. Rogers

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

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

William C. Rogers

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

Signed, Sealed and Delivered in the presence of

Attest: Herbert C. Moore

G. Lee Burgess, Assistant Secretary

Bond approved this 7th day of March, 1957.

George T. Cromwell, Clerk

William C. Rogers (Seal)

(Seal)

(Seal)

UNITED STATES CASUALTY COMPANY,

By J. F. Eferman, Res. Vice President

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1957 MAR -7 AM 11:48

No. 11,992 Eq.

ROBERT H. CAMPBELL - Auctioneer

WINSON G. GOTT, JR., Atty.
Lee Building
Annapolis, Maryland

ATTORNEY'S SALE

OF VALUABLE

Leasehold Property

On Quarterfield Road, Fourth Election District, Anne Arundel County

Under and by virtue of a power of sale contained in a Mortgage from Lester L. Shahan and Mary W. Shahan, his wife, to The Augusta Building and Loan Association, Inc., dated September 4, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 706, folio 270, default having occurred thereunder, the undersigned, as Attorney named in said Mortgage, will offer for sale, at public auction, at the Court House Door, Church Circle, Annapolis, Maryland, on

SATURDAY, MARCH 9th, 1957

at 10:30 A. M.

All that lot of ground with improvements thereon, in the 4th Election District of Anne Arundel County, described as follows: Beginning for the same at an iron pipe in Quarterfield Road said pipe being distant North twenty-five degrees thirty minutes East eighty feet from a stone planted at the end of the North fifty-seven and one-fourth degrees East four hundred and twenty-three foot line of the whole tract of which this is a part and which point of beginning is also at the beginning point of an acre lot which by Deed dated April 8, 1932 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 94, folio 457 was granted and conveyed by Henry Naumann and Helen M. Naumann, his wife, to Ada McEnaney thence following certain outlines of the McEnaney property North fifty-two degrees West one hundred and seventy feet and North five degrees thirty-seven degrees East two hundred and seventy-one and fifty-five one-hundredths feet to the center of Donaldson Avenue and thence along the center line of Donaldson Avenue North eighty-seven degrees ten minutes West two hundred and seventy feet to the outline of the whole tract thence following said outline South one degree forty-eight minutes West six hundred and eighty feet, more or less to the above mentioned Quarterfield Road thence along the center of said Road North fifty-nine degrees thirty-five minutes East four hundred and twenty-three feet more or less to a stone and thence North twenty-five degrees thirty minutes East eighty feet to the place of beginning. Containing four and one-third acres more or less and situate on Quarterfield Road at Severn. Being the same property which by Deed of Assignment dated September 4, 1952 and recorded in Liber J.H.H. No. 706 , folio 267, was conveyed by Christina Caprarola to said Lester L. Shahan and Mary W., his wife. Subject to the legal operation and effect, if any, of any restrictions or pole line agreements of record.

Subject to an annual ground rent of $90 payable half-yearly on the 4th day of March and September.

IMPROVEMENTS: Improved by a two story frame cottage and out-buildings.

TERMS OF SALE: Cash. A deposit of $500 will be required of the purchaser at the time of sale; balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County; 6% interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to day of sale.

WILLIAM C. ROGERS,
Attorney named in Mortgage,
Rogers Building,
113 E. Baltimore Street,
Baltimore, Maryland.

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1957 MAR -9 AM 11:09

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LIBER 103 PAGE 414

I hereby certify that I have this 9th day of March, 1957, sold the within described property to Harold E. Slanker & Evva J. Slanker at and for the sum of FOUR THOUSAND SIX HUNDRED DOLLARS ($4,600.00) being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

Robert H. Campbell

Robert H. Campbell, Auctioneer

I hereby certify that Harold E. Slanker and wife have on March 9th, 1957, purchased the within described property from William C. Rogers, Attorney named in the Mortgage, at and for the sum of FOUR THOUSAND SIX HUNDRED DOLLARS ($4,600.00), and hereby agree to comply with the terms of sale as set forth on the reverse side hereof.

Harold E Slanker

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1957 MAR -9 AM 11:00

~~FILED~~
~~1957 MAR 9 AM 10:~~

WILLIAM C. ROGERS, Attorney Named in Mortgage	*	IN THE
	*	CIRCUIT COURT
Vs.	*	FOR
LESTER L. SHAHAN and	*	ANNE ARUNDEL COUNTY
MARY W. SHAHAN, his wife	*	Equity No. 11,992

* * * * * * * * *

REPORT OF SALE

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

The Report of Sale of William C. Rogers, Attorney named in mortgage to make sale of property known as Quarterfield Road, Anne Arundel County, Maryland, in the proceedings in said cause mentioned, respectfully shows that after giving bond with security for the faithful discharge of his trust, as prescribed by law, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Maryland Gazette, a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of said sale, said Attorney named in mortgage, William C. Rogers, did pursuant to said notice, on Saturday, March 9, 1957 at 10:30 A.M., attend at the Court House Door, Church Circle, Annapolis, Maryland, and then and there sold at public auction for the highest amount bid the leasehold property mentioned and described in the attached advertisement of sale, which is prayed to be taken as part of this Report, unto Harold E. Slanker and Evva J. Slanker, his wife at and for the price of $4,600.00.

WILLIAM C. ROGERS, Attorney Named in Mortgage

STATE OF MARYLAND)
) To Wit:
CITY OF BALTIMORE)

I HEREBY CERTIFY THAT ON THIS 11th day of March, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William C. Rogers, Attorney named in mortgage, and made oath in the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial seal.

Notary Public

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1957 MAR 12 AM 10: 33

LIBER 103 PAGE 416

WINSON G. GOTT, JR., Atty.
Lee Building,
Annapolis, Maryland

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY ON QUARTERFIELD ROAD, FOURTH ELECTION DISTRICT, ANNE ARUNDEL COUNTY

Under and by virtue of a power of sale contained in a Mortgage from Lester L. Shahan and Mary W. Shahan, his wife, to The Augusta Building and Loan Association, Inc., dated September 4, 1952, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 700, folio 270, default having occurred thereunder, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, Maryland, on

Saturday, March 9, 1957 at 10:30 A. M.

All that lot of ground with improvements thereon, in the 4th Election District of Anne Arundel County, described as follows: Beginning for the same at an iron pipe in Quarterfield Road said pipe being distant North twenty-five degrees thirty minutes East eighty feet from a stone planted at the end of the North fifty-seven and one-fourth degrees East four hundred and twenty-three foot line of the whole tract of which this is a part and which point of beginning is also at the beginning point of an acre lot which by Deed dated April 8, 1932 and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 94, folio 457 was granted and conveyed by Henry Naumann and Helen M. Naumann, his wife, to Ada McEnaney thence following certain outlines of the McEnaney property North fifty-two degrees West one hundred and seventy feet and North five degrees thirty-seven minutes East two hundred and seventy-one and fifty-five one-hundredths feet to the center of Donaldson Avenue and thence along the center line of Donaldson Avenue North eighty-seven degrees ten minutes West two hundred and seventy feet to the outline of the whole tract thence following said outline South one degree forty-eight minutes West six hundred and eighty feet, more or less to the above mentioned Quarterfield Road thence along the center of said Road North fifty-nine degrees thirty-five minutes East four hundred and twenty-three feet more or less to a stone and thance North twenty-five degrees thirty minutes East eighty feet to the place of beginning. Containing four and one-third acres more or less and situate on Quarterfield Road at Severn. Being the same property which by Deed of Assignment dated September 4, 1952 and recorded in Liber J. H. H. No. 700, folio 267, was conveyed by Christina Capraroia to said Lester L. Shahan and Mary W., his wife. Subject to the legal operation and effect, if any, of any restrictions or pole line agreements of record.

Subject to an annual ground rent of $90 payable half-yearly on the 4th day of March and September.

IMPROVEMENTS: Improved by a two story frame cottage and out-buildings.

TERMS OF SALE: Cash. A deposit of $500 will be required of the purchaser at the time of sale; balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County; 6% interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to day of sale.

WILLIAM C. ROGERS,
Attorney named in Mortgage,
Rogers Building,
113 E. Baltimore Street,
Baltimore, Maryland.

ROBERT H. CAMPBELL,
Auctioneer.

M-7

LIBER 103 PAGE 417

ORDER NISI

WILLIAM C. ROGERS, Attorney Named In Mortgage

versus

LESTER L. SHAHAN, and MARY W. SHAHAN, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,992 Equity

Ordered, this 12th day of March, 1957, That the sale of the property in these proceedi gs mentioned made and reported by WILLIAM C. ROGERS, Attorney Named In Mortgage ~~Trustee~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15th 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 15th day of April next.

The report states that the amount of sales ~~xxx~~ was $ 4,600.00

Filed 12 Mar. 1957, 11:00 A.M.

George T. Cromwell, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

WILLIAM C. ROGERS, Attorney Named In Mortgage

versus

LESTER L. SHAHAN, and MARY W. SHAHAN, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 16th day of April, 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 J. Evans
Judge

FILED
1957 APR 16 PM 3:51

12

WINSON G. GOTT, JR., Atty.
Lee Building,
Annapolis, Maryland

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY ON QUARTERFIELD ROAD, FOURTH ELECTION DISTRICT, ANNE ARUNDEL COUNTY

Under and by virtue of a power of sale contained in a Mortgage from Lester L. Shahan and Mary W. Shahan, his wife, to The Augusta Building and Loan Association, Inc., dated September 4, 1952, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 706, folio 270, default having occurred thereunder, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, Maryland, on

Saturday, March 9, 1957 at 10:30 A. M.

All that lot of ground with improvements thereon, in the 4th Election District of Anne Arundel County, described as follows: Beginning for the same at an iron pipe in Quarterfield Road said pipe being distant North twenty-five degrees thirty minutes East eighty feet from a stone planted at the end of the North fifty-seven and one-fourth degrees East four hundred and twenty-three foot line of the whole tract of which this is a part and which point of beginning is also at the beginning point of an acre lot which by Deed dated April 8, 1932 and recorded among the Land Records of Anne Arundel County in Liber F. S. B. No. 94, folio 457 was granted and conveyed by Henry Naumann and Helen M. Naumann, his wife, to Ada McEnaney thence following certain outlines of the McEnaney property North fifty-two degrees West one hundred and seventy feet and North five degrees thirty-seven degrees East two hundred and seventy-one and fifty-five one-hundredths feet to the center of Donaldson Avenue and thence along the center line of Donaldson Avenue North eighty-seven degrees ten minutes West two hundred and seventy feet to the outline of the whole tract thence following said outline South one degree forty-eight minutes West six hundred and eighty feet, more or less to the above mentioned Quarterfield Road thence along the center of said Road North fifty-nine degrees thirty-five minutes East four hundred and twenty-three feet more or less to a stone and thance North twenty-five degrees thirty minutes East eighty feet to the place of beginning. Containing four and one-third acres more or less and situate on Quarterfield Road at Severn. Being the same property which by Deed of Assignment dated September 4, 1952 and recorded in Liber J. H. H. No. 706, folio 267, was conveyed by Christina Caprarola to said Lester L. Shahan and Mary W., his wife. Subject to the legal operation and effect, if any, of any restrictions or pole line agreements of record.

Subject to an annual ground rent of $90 payable half-yearly on the 4th day of March and September.

IMPROVEMENTS: Improved by a two story frame cottage and out-buildings.

TERMS OF SALE: Cash. A deposit of $500 will be required of the purchaser at the time of sale; balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County; 6% interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to day of sale.

WILLIAM C. ROGERS,
Attorney named in Mortgage,
Rogers Building,
113 E. Baltimore Street,
Baltimore, Maryland.
ROBERT H. CAMPBELL,
Auctioneer.
M-7

LIBER 103 PAGE 418

OFFICE OF

Maryland Gazette ~~& Evening Capital~~

Published by

THE CAPITAL-GAZETTE PRESS, INC.

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 15, 1957

We hereby certify, that the annexed

Attorney's Sale

Lester L. Shahan

was published in

Maryland Gazette ~~& Evening Capital~~

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 9th day of March, 1957. The first insertion being made the 14th day of February, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Filed 1957 Apr. 15 P.M. 3.15

LIBER 103 PAGE 419

OFFICE OF

Maryland Gazette ~~& Evening Capital~~

Published by

THE CAPITAL-GAZETTE PRESS, INC.

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 15, 1957

We hereby certify, that the annexed

Order Nisi Sale

Eq. 11,992

Lester L. Shahan

was published in

Maryland Gazette ~~& Evening Capital~~

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 15th day of April, 1957. The first insertion being made the 14th day of March, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

1957 APR 16 AM 11:04

14

No. 10685

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,992 Equity

WILLIAM C. ROGERS, Attorney Named in Mortgage

Vs.

LESTER L. SHAHAN, and MARY W. SHAHAN, his wife.

Ordered, this 12th day of March, 1957, That the sale of the property in these proceedings mentioned made and reported by WILLIAM C. ROGERS, Attorney Named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15th 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 15th day of April next.

The report states that the amount of sale was $4,600.00.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

A-4

LIBER 103 PAGE 420

In the Case of

William C. Rogers,
Attorney named in Mortgage
vs.
Lester L. Shahan
and
Mary W. Shahan, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,992 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.

April 30, 1957

All of which is respectfully submitted.

Laura R. Fickling
Auditor.

FILED
1957 MAY -4 AM 11:53

Dr. William C. Rogers, Attorney named in Mortgage, vs. Lester L. Shahan and Mary W. Shahan, his wife in ac.

To Attorney for Fee, viz:	200	00		
To Attorney for Commissions, viz:	168	80	368	80
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	65	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	16	07		
U.S. Casualty Co. - bond premium	24	00		
Robert H. Campbell - auctioneer's fee	35	00		
James Realty Co. - services rendered	10	00		
One-half Federal documentary stamps	2	75		
One-half State Documentary stamps	2	75		
Herbert C. Moore - notary fees	1	00		
Thomas E. Kelly, Jr. - notary fee		50	171	07
To Attorney for Taxes and Ground Rent, viz:				
1957 State and County taxes - 2 months 9 days	8	53		
Semi-annual ground rent ($45.00) - 5 days	1	25	9	78
To The Augusta Building & Loan Ass'n, Inc. mortgagee - this balance on account mortgage claim	4,025	50	4,025	50
			4,626	65
Amount of mortgage claim filed	4,947	87		
Cr. Amount allowed above	4,025	50		
Balance subject to decree in personam	922	37		

with

William C. Rogers, Attorney named in Mortgage

Cr.

1957						
Mar.	9	Proceeds of Sale	4,600	00		
		Interest on deferred payment of $4,100.00 - 39 days	26	65	4,626	65
					4,626	65

1957 MAY -4 AM 11:57

FILED

LIBER 103 PAGE 423

ORDER NISI

William C. Rogers,
Attorney named in Mortgage
VERSUS
Lester L. Shahan
and
Mary W. Shahan, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 11,992 Equity.

ORDERED, This 4th day of May, 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 10th 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 10th day of June next.

George Thomwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 11 day of June, 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~~ Mortgagee 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 JUN 12 AM 9:52

LIBER 103 PAGE 424

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. 11,992 Equity
WILLIAM C. ROGERS, Attorney Named in Mortgage
Vs.
LESTER L. SHAHAN, And MARY W. SHAHAN, His Wife.

Ordered, this 4th day of May, 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 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 10th day of June next.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

M-23

Annapolis, Md., June 10, 1957

We hereby certify, that the annexed Order Nisi. Eq. 11,992 Auditor Account. Lester L. Shahan

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 June, 1957. The first insertion being made the 9th day of May, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel P. Tilghman

FILED

No. M. G. 11424 1957 JUN 10 PM 1:47

19

HELEN ELIZABETH HANEKE MAXMILLIAM C. HANEKE, her husband Arnold, Maryland	:	No. 11,220 EQUITY
vs.	:	IN THE
STEWART JEFFERSON PHIPPS AGNES LERP PHIPPS, his wife, Shoreacres, Arnold, Maryland	:	CIRCUIT COURT
NEIL DOUGLAS PHIPPS, infant Arnold, Maryland	:	FOR
PATRICIA ANN PHIPPS, infant Arnold, Maryland	:	ANNE ARUNDEL COUNTY
NICHOLAS OWENS PHIPPS an incompetent Perry Point Veterans Hospital Perry Point, Maryland	:	
MARVIN I. ANDERSON Guardian of the Estate of Nicholas Owens Phipps, an incompetent	:	

: : : : : :

To the Honorable, the Judges of said Court:

The Bill of Complaint of Helen Elizabeth Haneke and Maxmilliam C. Haneke, her husband, respectfully follows:

FIRST: That Jefferson Phipps and Elizabeth A. Phipps owned during their lifetime a parcel of land containing Twenty-six (26) acres of land, more or less, and more particularly described in a Deed dated December 14, 1872, and duly recorded among the Land Records of Anne Arundel in Liber W.N.W. 76, folio 29, from Nicholas Phipps, et al, to Jefferson Phipps and Elizabeth A. Phipps, his wife, a certified copy of said Deed being filed herewith, marked "Plaintiff's Exhibit No. 1," and prayed to be taken as a part hereof.

SECOND: That the above mentioned Elizabeth A. Phipps died many years ago and the said Jefferson Phipps having remarried Addrienne Phipps.

THIRD: That the said Jefferson Phipps departed this life intestate on July 7, 1917, seized and possessed of the aforesaid tract of land, leaving surviving him his widow, Addrienne Phipps, and two sons, Jefferson Phipps and Nicholas Owens Phipps.

Filed 23 Dec., 1954.

FOURTH: That the said Addrienne Phipps departed this life on May 6, 1945, testate, and by her Last Will and Testament duly filed in the Orphans Court for Anne Arundel County , devised all of her property to her son, Jefferson Phipps, a certified copy of her Last Will and Testament being filed herewith and being marked "Plaintiff, Exhibit No. 2," and prayed to be taken as a part hereof.

FIFTH: That the said Jefferson Phipps, the son of Jefferson Phipps and Addrienne Phipps, departed this life on December 6, 1947, intestate, leaving surviving him three children, Stewart Jefferson Phipps, an adult, Neil Douglas Phipps, aged 18, and Patricia Ann Phipps, aged 14, infants, and his widow, Helen Elizabeth Phipps, who has since remarried Maxmilliam C. Haneke.

SIXTH: That no administration has been had on either the Estate of Jefferson Phipps, Sr., Addrienne Phipps or Jefferson Phipps, Jr.

SEVENTH: That Nicholas Owens Phipps, son of Jefferson Phipps and Addrienne Phipps, is an incompetent, and is, at present, confined in the Perry Point Veterans Hospital, Perry Point, Maryland.

EIGHTH: That by a Decree of the Circuit Court for Anne Arundel County, passed in a case entitled, "In the Matter of the Estate of Nicholas Owens Phipps, an incompetent," being No. 7950 Equity, Marvin I. Anderson was duly appointed guardian of the Estate of Nicholas Owens Phipps, an incompetent.

NINTH: That during the lifetime of Jefferson Phipps, Jr., with the consent of his mother, Addrienne Phipps, he constructed and built a home on the hereinabove described property, and he and his family have made other improvements and the said Jefferson Phipps, Jr., lived in said home with his family during his lifetime, and since his death, his widow and children have lived in said home and are living in said home at the present time.

TENTH: That the tract of land mentioned in these proceedings is unproductive and the improvements thereon, with the exception of the hereinabove mentioned home built by Jefferson Phipps, Jr., have practically disintegrated due to lack of repairs and are of no real value.

2

ELEVENTH: That the property herein mentioned is not susceptible of partition in kind by the parties entitled thereto, and it would be to the advantage and benefit of the infants in this case and the incompetent to sell said property and divide the money from such sale among the parties according to their respective interests.

TO THE END, THEREFORE:

1. That a Decree may be passed by this Court for the sale of the property mentioned in this Bill of Complaint and the proceedings thereof distributed among the persons thereto entitled.

2. That the heirs of Jefferson Phipps, Jr., be allowed out of the proceeds of said sale the value of the improvements put on the said land by the said Jefferson Phipps, Jr., and his heirs.

3. That notice to creditors be issued in the Estate of Addrienne Phipps and Jefferson Phipps, Jr., as provided in Article 93, section 119.

4. That the plaintiffs may have such other and further relief as their case may require.

5. And may it please your Honors to grant to the plaintiffs their Writ of Subpoena directed to Stewart Jefferson Phipps and Agnes Lerp Phipps, his wife, now residing at Shoreacres, Arnold, Maryland, Neil Douglas Phipps and Patricia Ann Phipps, infants, residing at Arnold, Maryland, and Nicholas Owens Phipps, an incompetent, now at Perry Point Veterans Hospital, Perry Point, Maryland, and Marvin I. Anderson, Guardian of the Estate of Nicholas Owens Phipps, 15 West Street, Annapolis, Maryland, commanding them to be and appear in this Court on some certain day named therein, and answer the premises and abide by and perform such Decree as may be passed therein.

AND as in duty bound, etc.

R. Tilghmen Brice, III
Solicitor for Plaintiffs

Helen Elizabeth Haneke
Helen Elizabeth Haneke

Maxmilliam C. Haneke
Maxmilliam C. Haneke

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

I HEREBY CERTIFY, That on this Twentieth day of December in the year nineteen hundred and fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared HELEN ELIZABETH HANEKE and MAXMILLIAM C. HANEKE, her husband, and made oath in due form of law that the matters and things as set forth in the foregoing Bill of Complaint are true and correct to the best of their knowledge and belief.

AS witness my hand and Notarial Seal.

Margaret V. Phillips NOTARY PUBLIC

4

(50¢ Rev. Stamp) LIBER 103 PAGE 429

This Deed Made this 14th day of September in the year eighteen Hundred and Seventy-two, between Nicholas Phipps and Laura his wife, Edward Phipps and Lucretia his wife, and Margaret H. Phipps of the first part and Jefferson Phipps and Elizabeth A. Phipps, his wife, of the second part, all of the Third Election District of Anne Arundel County in the State of Maryland.

Witnesseth, That in consideration of the sum of Five Hundred dollars current money paid by the said parties of the second part to the said parties hereto of the first part the receipt of which is hereby acknowledged by the said parties of the first part, the said parties of the first part do hereby grant, bargain, sell, and convey unto the said Jefferson Phipps and Elizabeth A. Phipps, his wife, parties hereto of the second part, their heirs and assigns, all that tract or parcel of land called "Underwoods Addition" lying and being in the Third Election District of Anne Arundel County aforesaid and contained within the following metes and bounds, courses, and distances to wit.

Beginning for the same at a large heap of shores being the place on a spot where the original bounded Gum tree of said land stood, and running from thence and bounding on said land as follows, South ten degrees, West forty-eight perches and one quarter perch to a bounded stone on said land, thence South forty-six degrees West sixty four and one half perches to intersect a line of a tract of land called "Troubele", thence running with and bounding on said line as follows, South seventy eight degrees West seventeen and a half perches, thence leaving said land and running and bounding on "Underwoods Addition" as follows, North four degrees fifteen minutes West sixty seven perches, thence, North sixty eight degrees forty five minutes East eighty one perches to the beginning. Containing and laid out for Twenty six (26) acres of land more or less.

HEDEN ELIZABETH HANEKE, et al

vs.

JEFFERSON PHIPPS, et al

Plaintiff's Exhibit No. 1

Refiled 3 Aug., 1955. Filed 23 Dec., 1954.

It being the same land that was sold and conveyed to Randolph Phipps late of Anne Arundel County, deceased by Margaret Clare Smith and Anna Maria M. Brice, by deed dated the third day of April in the year eighteen hundred and fifty-four, and recorded in Liber S. H. No. 7 folio 47 &c. one of the Land Record Books of Anne Arundel County (reference had thereto will more) fully appear. (the said property herein before described having been since the death of said Randolph Phipps held by the said Jefferson Phipps, Nicholas Phipps, Edward Phipps and Margaret A. Phipps, as tenants in common.)

To Have and To Hold the aforesaid, described tract or parcel of land, together with the buildings and improvements thereon and every the rights and appurtenances thereunto belonging unto the said Jefferson Phipps and Elizabeth A. Phipps, his wife; their heirs and assigns forever in fee simple.

In Witness whereof the said parties hereto of the first part hereunto set their hands and affix their seals the day and year first hereinbefore written.

Witness		
Signed, sealed and delivered	Nicholas his X mark Phipps	(SEAL)
in the presence of	Laura her X mark Phipps	(SEAL)
Elijah R. Arnolde J. P.		
	Edward T. Phipps	(SEAL)
	Lucretia R. Phipps	(SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY to wit:

I hereby certify that on this 14th day of September in the year Eighteen Hundred and Seventy two before the Subscriber a Justice of the Peace of the said State, in and for the County aforesaid personally appeared Nicholas Phipps and Laura his wife, Edward Phipps and Lucretia his wife, and Margaret A. Phipps the parties grantors names in the aforegoing Deed and did each acknowledge the same to be their respective act.

Certified by
Elijah R. Arnold, J. P.

Recorded May 28th, 1923 - 11 A. M.

6

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Deed is truly taken and copied from Liber W. N. W. No. 76 Folio 29, 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 22nd. day of December A. D., 1954.

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

7

I, Addrienne Phipps, of Arnold P. O., County of Anne Arundel, State of Maryland, being of sound and disposing mind and capable of executing a valid deed or contract do make, publish and declare this to be my last will and testament, hereby revoking all other wills or codicils heretofore by me made.

After the payment of all of my just debts and funeral expenses I hereby give, devise and bequeath all of my property of whatever description whether real, personal or mixed, wheresoever situate, unto my son, Jefferson Phipps, absolutely.

I hereby appoint my said son, Jefferson Phipps, the sole executor of this my last will and testament and request that he be excused from the necessity of giving bond as such executor.

In testimony whereof I have hereunto subscribed my name and affixed my seal this - day of - , 1940.

Adrenne Phipps (SEAL)
Addrienne Phipps

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

Nicholas S. Owens
William A. Gerrmann

HELEN ELIZABETH HANEKE, et al

vs.

JEFFERSON PHIPPS, et al

Plaintiff's Exhibit No. 2

Examined Exhibit No. 2
Haneke, et al. vs. Phipps, etc., et al.
No. 11,220 Equity
filed 6/24/55 Enc.

Refiled 3 Aug., 1955. Filed 23 Dec., 1954.

Anne Arundel County, Ss:

On the 14th day of October, 1949 came R. Tilghman Brice 3rd and made Oath in due form of law, that he does not know of any Will or Codicil of Adrienne Phipps late of said County, deceased, other than the above instrument of writing, and that he received the same from Helen Phipps who found it among the deceased's parsonal effects.

Testatrix died on ~~xxxxx~~ the 6th day of May, 1945

Sworn to before the subscriber,

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

Anne Arundel County, Ss:

On the 13th day of October, 1949 came Nicholas S. Owens subscribing witnesses to the aforegoing last Will and Testament of Addrienne Phipps late of said County, deceased, and made oath in due form of law, that he did see the Testatrix sign and seal this Will; that he heard her publish, pronounce and declare the same to be her last Will and Testament, that at the time of her so doing she was, to the best of his apprehension, of sound and disposing mind, memory and understanding; and that he together with William A. Gerrmann subscribed his name as witnesses to this Will in her presence, at her request and in the presence of each other.

Sworn to

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

1M—4-51—M. & T.

ANNE ARUNDEL COUNTY, SS.

On this 13th day of October A. D. 1949, personally appeared Nicholas S. Owens who on oath says that he was well acquainted with William A. Gerrmann and that affiant knows his handwriting, having often seen him write; that after examining the signature of William H. Gerrmann on the paper writing purporting to be the last Will and Testament of ~~Addrienne Phipps~~ deceased, late of ANNE ARUNDEL COUNTY, MARYLAND, affiant declares the same to be in the handwriting of said William H. Gerrmann and it is well known to affiants that said William H. Gerrmann is deceased.

Nicholas S. Owens

SIGNATURES.

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

R. Glenn Prout
Register of Wills for Anne Arundel County.

13

IN THE ORPHANS' COURT OF ANNE ARUNDEL COUNTY:

The Register of Wills after having carefully examined the above last will and Testament of Addrienne Phipps also known as Adrenne Phipps late of said County, deceased, ~~together with the codicil thereunto attached~~, and also the evidence adduced as to its validity, orders and decrees this 14th day of December 19 54, that the same be admitted in this Court as the true and genuine last Will and Testament ~~and Codicil~~ of the said Addrienne Phipps, deceased.

Under the power conferred upon the Register of Wills by Section 348 of Article 93.

H. Stanley Clark
Register of Wills for Anne Arundel County

//

LIBER 103 PAGE 436

STATE OF MARYLAND

Anne Arundel County

I, H. STANLEY CLARK, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Last Will and Testament

of

Addrienne Phipps, also ~~known as Adrenne Phipps~~ *late of said County deceased* ~~together with the proof and probate thereof~~ *taken from* the original

being one of the records filed, recorded and *Kept in the office of Register of Wills for Anne Arundel County.*

IN TESTIMONY WHEREOF, I hereunto subscribed my name and affix the seal of said Court this 17th *day of* December *in the year of our Lord, nineteen hundred and fifty-*four.

H. Stanley Clark

Register of Wills for Anne Arundel County

ANNE ARUNDEL COUNTY

18

HELEN ELIZABETH HANEKE MAXMILLIAM C. HANEKE, her husband Arnold, Maryland	:	NO. 11,220 EQUITY
	:	IN THE
vs.	:	CIRCUIT COURT
STEWART JEFFERSON PHIPPS AGNES LERP PHIPPS, his wife	:	FOR
ET AL	:	ANNE ARUNDEL COUNTY
	:	

: : : : :

DEMURRER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Marvin I. Anderson, Guardian of the Estate of Nicholas Owens Phipps, an Incompetent, demurs to the Bill of Complaint filed in this case, and to each and every paragraph thereof, and for grounds of demurrer, states:

1. That the Bill shows on its face a mis-joinder of parties defendant.

2. That the said Marvin I. Anderson was appointed Guardian under the Uniform Veterans Guardianship Act (Article 96½, Sections 19 to 41), and has no authority to answer for said Nicholas Owens Phipps in this case.

3. And for other good and sufficient reasons to be shown at the hearing hereof.

Marvin I. Anderson
Marvin I. Anderson, Guardian

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 18 day of ~~January~~ February in the year Nineteen hundred and fifty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Marvin I. Anderson, Guardian of the Estate of Nicholas Owens Phipps, an Incompetent, and made oath in due form of law that the foregoing Demurrer is not filed

13

Filed 21 Feb., 1955

for the purpose of delay, and that he is duly authorized to make this affidavit.

Witness my hand and seal Notarial.

Myrille Storm
Notary Public

I HEREBY CERTIFY that I mailed a copy of the above Demurrer to R. Tilghman Brice, III, Esquire, Lee Building, Annapolis, Maryland, Solicitor for Plaintiffs, this 21st day of February, 1955.

Marvin I. Anderson
Marvin I. Anderson, Guardian

14

HELEN ELIZABETH HANEKE, et al	:	No. 11220 EQUITY
	:	IN THE
vs.	:	CIRCUIT COURT
	::	FOR
STEWART JEFFERSON PHIPPS, et al	:	ANNE ARUNDEL COUNTY

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

PETITION FOR APPOINT OF GUARDIAN AD LITEM
FOR INCOMPETENT

To the Honorable, the Judges of said Court:

The Petition of Helen Elizabeth Haneke, by R. Tilghman Brice, III, her Attorney, one of the Plaintiffs in the above entitled case respectfully shows:

That Nicholas Owens Phipps, one of the Defendants in this cause, has been duly returned summoned, but being an incompetent and has no guardian within the jurisdiction of this Court to answer and defend this suit for him other than Marvin I. Anderson, Esq., who was appointed guardian under the Uniform Veterans Guardianship Act.

Your petitioner prays the Court to appoint a guardian ad litem to appear and answer for said incompetent.

AND as in duty bound, etc.

R. Tilghman Brice, III,
Solicitor for Plaintiffs

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

I hereby certify, That on this First day of April in the year nineteen hundred and fifty-five, before me, the Subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared R. TILGHMAN BRICE, III, Attorney, and made oath in due form of law that the matters and facts set forth in the foregoing petition are true to the best of his knowledge and belief.

Filed, Apr. 1955.

AS WITNESS my hand and Notarial Seal.

Margaret V. Phillips
Margaret V. Phillips NOTARY PUBLIC

ORDER

Ordered this 2d day of April in the year nineteen hundred and fifty-five, by the Circuit Court for Anne Arundel County upon the foregoing petition and affidavit, that Winson G. Gott, Jr., be and he is hereby appointed guardian ad litem to appear and answer for Nicholas Owens Phipps, incompetent defendant in the above entitled cause.

Benjamin Michaelson
Judge

Filed 2 Apr., 1955

16

HELEN ELIZABETH HANEKE, et al	:	No. 11220 EQUITY
	:	IN THE
vs.	:	CIRCUIT COURT
	:	FOR
STEWART JEFFERSON PHIPPS, et al	:	ANNE ARUNDEL COUNTY

: : : : : : : : : : :

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM
FOR INFANT DEFENDANTS

To the Honorable, the Judges of said Court:

The Petition of Helen Elizabeth Haneke, by R. Tilghman Brice, III, her Attorney, one of the Plaintiffs in the above entitled case respectfully shows:

That Neil Douglas Phipps and Patricia Ann Phipps, two of the Defendants in said cause, have been duly summoned; that said infants have no guardians within the jurisdiction of this Court to answer and defend the suit for them; and being infants they cannot answer and defend this suit for themselves.

Your Petitioner therefore prays your Honor to appoint a guardian ad litem to appear and answer for said infants.

AND, as in duty bound, etc.

R. Tilghman Brice, III
Solicitor for Plaintiffs

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

I HEREBY CERTIFY, That on this First day of April in the year nineteen hundred and fifty-five, before me, the Subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared R. TILGHMAN BRICE, III, Attorney, and made oath in due form of law that the matters and facts as set forth in the foregoing petition are true to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Margaret V. Phillips NOTARY PUBLIC

Filed 1. Apr. 1955.

ORDER

Ordered this 2d day of April, in the year nineteen hundred and fifty-five, by the Circuit Court for Anne Arundel County upon the foregoing petition and affidavit, that John H. Hopkins IV, be, and he is hereby, appointed guardian ad litem to appear and answer for ~~Nicholas~~ Douglas Phipps and Patricia Ann Phipps, infant defendants, in the above entitled cause.

Benjamin Michaelson
Judge

Filed 2 Apr. 1955

18

HELEN ELIZABETH HANEKE, ET AL,	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
STEWART JEFFERSON PHIPPS, ET AL,	*	NO. 11,220 EQUITY
	*	

* * * * * * * * *

ANSWER OF GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The joint and several Answer of ~~Nicholas~~ Douglas Phipps and Patricia Ann Phipps, infants, by John H. Hopkins, IV, Guardian Ad Litem, duly appointed by Order of this Court dated April 2, 1955, to the Bill of Complaint against them in this Court exhibited, respectfully represents:

- 1 -

That the defendants, ~~Nicholas~~ Douglas Phipps and Patricia Ann Phipps, being infants, can neither admit nor deny the allegations set forth in said Bill, and submit their rights thereunder to the protection of this Court.

John H. Hopkins, IV
Guardian Ad Litem,
15 School Street,
Annapolis, Maryland

I HEREBY CERTIFY that I have this 5th day of April, 1955, mailed a copy of the foregoing Answer of Guardian Ad Litem to R. Tilghman Brice, III, Esquire, Lee Building, Annapolis, Maryland, Attorney for Plaintiffs.

John H. Hopkins, IV

Filed 5 Apr., 1955

HELEN ELIZABETH HANEKE, et al	:	No. 11220 EQUITY
	:	IN THE
vs.	:	CIRCUIT COURT
	:	FOR
STEWART JEFFERSON PHIPPS, et al	:	ANNE ARUNDEL COUNTY

ANSWER

To the Honorable, the Judges of said Court:

The answer of Stewart Jefferson Phipps and Agnes Lerp Phipps, his wife, to the Bill of Complaint heretofore filed in this matter respectfully shows:

That they admit the allegations contained in said Bill of Complaint and consent to the passage of a decree for the sale of the property therein mentioned and the division of the money derived from such sale among the parties according to their respective interests.

AND, as in duty bound, etc.

Stewart Jefferson Phipps
Stewart Jefferson Phipps

Agnes Lerp Phipps
Agnes Lerp Phipps

Service of copy admitted
R. Lee Lee Brown
Sol for Plaintiff

Filed 6 Apr., 1955.

20

HELEN ELIZABETH HANEKE, et al,	:	No. 11220 EQUITY
	:	IN THE CIRCUIT COURT
vs.	:	FOR
STEWART JEFFERSON PHIPPS, et al,	:	ANNE ARUNDEL COUNTY

: : : : : : : : : : :

ANSWER OF GUARDIAN AD LITEM

To the Honorable, the Judges of said Court:

The answer of Nicholas Owens Phipps, by W. Gilbert Gott, Guardian Ad Litem, duly appointed by order of this Court dated April 2, 1955, to the Bill of Complaint against him in this Court exhibited, respectfully represents:

That this Defendant, Nicholas Owens Phipps, being an incompetent, can neither admit nor deny the allegations set forth in said Bill of Complaint and submits his rights thereunder to the protection of this Court.

AND, as in duty bound.

W. Gilbert Gott

W. Gilbert Gott, Guardian Ad Litem

Sent by Copy Admitted
R. [illegible]
Sol for Plaintiff

Filed 6 Apr., 1955

HELEN ELIZABETH HANEKE, et al	(	No. 11220 EQUITY
	)	
	(	IN THE CIRCUIT COURT
vs.	)	
	(	OF
	)	
STEWART JEFFERSON PHIPPS, et al	(	ANNE ARUNDEL COUNTY

: : : : : : : : :

PETITION

To the Honorable, the Judges of said Court:

The Petition of Helen Elizabeth Haneke and Maxmillian C. Haneke, her husband, by R. Tilghman Brice, III, Attorney, respectfully shows:

1. That in the Bill of Complaint filed in this case, Marvin I. Anderson, Guardian of the Estate of Nicholas Owens Phipps, an incompetent, was made a party defendant.

2. That the said Marvin I. Anderson had been appointed Guardian under the Uniform Veterans Guardianship Act for the sole purpose of acting as Guardian for such moneys and funds that the said Nicholas Owens Phipps, his ward, was entitled to from the Veterans Administration.

3. The said Marvin I. Anderson filed a Demurrer to the Bill of Complaint in this case alleging that he was not a proper party.

4. That since the filing of said Demurrer, the said Marvin I. Anderson has been discharged as Guardian of the Estate of Nicholas Owens Phipps and the Fidelity Baltimore National Bank has been appointed Guardian of the Estate of Nicholas Owens Phipps.

5. That your Petitioners have communicated with the new Trustee with reference to this matter and copies of the important papers filed in this case have been forwarded to the present Guardian.

6. That counsel for Fidelity Baltimore Nationak Bank, Guardian of the Estate of Nicholas Owens Phipps, has advised your Petitioners that their appointment as Guardian of the Estate of Nicholas Owens Phipps is purely statutory under the Uniform Veterans Guardianship Act, and that their position is that they have

Filed 16 June, 1955.

22

no interest in any property of their ward other than funds coming to them from the Veterans Administration and do not desire to be made a party to this suit.

7. Your Petitioners therefore believe that neither the Defendant, Marvin I. Anderson, former Guardian of the Estate of Nicholas Owens Phipps, an incompetent, nor Fidelity Baltimore National Bank, present Guardian of the Estate of Nicholas Owens Phipps, an incompetent, is proper parties to this cause.

Therefore, your Petitioners pray the Court to pass an order sustaining the Demurrer heretofore filed by Marvin I. Anderson, Guardian of the Estate of Nicholas Owens Phipps, and dismiss the Bill of Complaint as to said Defendant, Marvin I. Anderson, Guardian of the Estate of Nicholas Owens Phipps, an incompetent.

R. Tilghman Brice, III
Solicitor for the Plaintiffs

ORDER

ORDERED by the Circuit Court of Anne Arundel County this 17th day of June 1955, upon the foregoing Petition that the Demurrer heretofore filed by Marvin I. Anderson, Guardian of the Estate of Nicholas Owens Phipps, an incompetent, be and the same is hereby sustained and that the Bill of Complaint heretofore filed in this cause be dismissed as to the said Marvin I. Anderson, Guardian of the Estate of Nicholas Owens Phipps, an incompetent.

Benjamin Michaelson
JUDGE

I hereby certify that I have this day mailed a copy of the foregoing Petition and Order to Marvin I. Anderson, former Guardian of the Estate of Nicholas Owens Phipps, an incompetent, and the same to Fidelity Baltimore National Bank, present Guardian of the Estate of Nicholas Owens Phipps, an incompetent.

R. Tilghman Brice, III
Solicitor for the Plaintiffs

Filed 17 June, 1955.

HELEN ELIZABETH HANEKE, et al	(	No. 11220 EQUITY
	)	
vs.	(	IN THE CIRCUIT COURT
	)	
	(	OF
	)	
STEWART JEFFERSON PHIPPS, et al	(	ANNE ARUNDEL COUNTY

: : : : : : : : : :

PETITION

To the Honorable, the Judges of said Court:

The Petition of Helen Elizabeth Haneke and Maxmillian C. Haneke, her husband, by R. Tilghman Brice, III, Attorney, respectfully shows:

That all of the Defendants of this case have been duly summoned and answers have been filed by all of the Defendants or by Guardians Ad Litem for the infant Defendants and the incompetent Defendant.

Therefor, your Petitioners pray the Court to authorize them to take testimony in this case before one of the standing examinders of this Court.

AND, as in duty bound.

R. Tilghman Brice

R. Tilghman Brice, III
Solicitor for the Plaintiffs

Filed 16 June, 1955

ORDER

ORDERED by the Circuit Court of Anne Arundel County this 17th day of June 1955, upon the foregoing Petition, that testimony be taken in the above entitled cause before one of the standing examiners of this Court.

Benjamin Michaelson
JUDGE

Filed 17 June, 1955

24

HELEN ELIZABETH HANEKE, MAXIMILLIAN C. HANEKE, her husband, Petitioners	:	IN
	:	THE CIRCUIT COURT
vs.	:	FOR
STEWART JEFFERSON PHIPPS AGNES LERP PHIPPS, his wife	:	ANNE ARUNDEL COUNTY
NEIL DOUGLAS PHIPPS, infant	:	
PATRICIA ANN PHIPPS, infant	:	
NICHOLAS OWENS PHIPPS, an incompetent	:	
MARVIN I. ANDERSON, Guardian of the estate of Nicholas Owens Phipps, an incompetent,	:	
Defendants	:	NO. 11,220 EQUITY

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

TESTIMONY ON BEHALF OF THE PETITIONERS

June 24, 1955

Present:

Mr. R. Tighlman Brice, III, Solicitor for Petitioners

Mr. John H. Hopkins, IV, Solicitor for Neil Douglas Phipps and Patricia Ann Phipps

Mr. Chipman W. Cunningham, Examiner

Mrs. Irene Hazel, Asst. Court Stenographer

Witnesses:

Helen Elizabeth Haneke, pages 2 - 7

Maxmilliam C. Haneke, pages 7 - 9

Fred E. Voges, pages 9 - 11

. Tilden Atwell, pages 11 - 12

Filed 3 Aug., 1955.

Helen Elizabeth Haneke, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Brice)

1. State your name and address.

A. Helen Elizabeth Haneke, Arnold, Maryland.

2. And you live on the property that is the subject matter of this suit?

A. That's right.

3. You were, formerly, the wife of Jefferson Phipps, Jr., is that correct?

A. That' s right.

Mr. Brice: I would like to offer in evidence the certified copy of the deed filed in this case as Plaintiff's Exhbit No. 1. (The copy of deed dated 14th day of September, 1872, between Nicholas Phipps, et al and Jefferson Phipps and Elizabeth Phipps, his wife re-filed herewith marked Examiner's Exhibit No.1)

4. Now, who was the Jefferson Phipps mentioned in that deed?

A. That was my former husband's father.

5. Who was Elizabeth A. Phipps?

A. That was Jefferson Phipps, Sr.'s first wife.

6. Do you know whether or not she's living or dead?

A. She died years ago.

7. She predeceased Jefferson Phipps, Sr.?

A. That's correct.

8. When did Mr. Jefferson Phipps, Sr. die?

A. 1917.

9. Was he married at that time?

A. Yes.

10. What was his wife's name?

A. Addrienne Phipps.

11. Was she the mother of Jefferson Phipps, Jr., your former

26

husband?

A. That's right.

12. Was she the mother of Nicholas Owens Phipps, one of the defendants in this case?

A. That's right.

13. And Jefferson Phipps, Sr. was the father of those two persons, is that correct?

A. Yes.

14. When did Mrs. Addrienne Phipps die?

A. 1945.

15. Do you know whether or not she left a Will?

A. I didn't at that time but after my husband died I found a Will.

(COPY OF WILL RE-FILED HEREWITH MARKED EXAMINER'S EX2)

16. Now, in and by her Will she left all of her property to your husband, Jefferson Phipps, Jr., is that right?

A. That's right.

17. Did you and your husband have any children by that marriage?

A. Yes, we had three children.

18. Give their names and ages.

A. Stewart Jefferson Phipps, 29; Neil Douglas Phipps, 18; and Patricia Ann Phipps, 14.

19. Now, your former husband, Jefferson Phipps, died, is that correct?

A. That's correct.

20. When did he die?

A. The 6th of December, 1947.

21. Was there any administration on his estate in the Orphan's Court?

A. No.

22. Was there any administration on the estate of Jefferson Phipps, Sr.?

A. No.

23. Was there any administration on the estate of Addrienne Phipps?

A. No.

24. Tell us who Nicholas Owens Phipps is.

A. Mr. and Mrs. Jefferson Phipps, Sr.'s son, therefore, brother to my former husband, Jefferson Phipps, Jr.

25. Do you know whether he has been declared incompetent?

A. That's right, he has.

(ALL PAPERS IN CASE NO.7950 EQUITY FILED HEREWITH MARKED EXAMINER'S EX.3)

26. Now, since your husband's death you have married Maxmilliam C. Haneke, is that correct?

A. That's right.

27. At the time you and Jefferson Phipps were married did you put any improvements on this property?

A. Yes, because when we first started out we just had a small house and as the children came along we had to add on, we put in electricty, water and added a bathroom.

28. Was that done with the consent of Mrs. Addrienne Phipps?

A. Yes, she was living at that time.

29. Do you have an accounting of the approximate costs of the improvements you made on the property?

A. Yes.

30. Will you give us those figures?

A. The original building cost $700.00, that was actual money no labor.

31. Who did the building?

A. My former husband and I.

32. Give us the other figures.

A. Then we added two rooms 14 x 20 and that cost $365.00, Mr. Rochlitz did that. We put in a sink and pipes to the kitchen and we just paid $25.00 for that. Wiring of the four rooms and deposit paid to the electric company came to $100.00 altogether and that is not for the additional wiring we have done since then. And then the addition of bathroom and fixtures $200.00, and then we had to have a new roof and closed in the porch, that was $450.00

Then we had to have the well cleaned out and cement rings rings put in and the top cemented, that was $250.00. Mr. ~~Burke~~ Berrier (H.H.) put in the pump and the pipes to the well which was $270.00. And then Uly Hall put a banister and steps on the front porch and charged us $95.00 for the labor, but we furnished the material.

33. Mrs. Haneke, what does this property consist of?

A. Well, it's just two houses on there and a tumble down shed.

34. And those two houses, one is your home and the other is Mrs. Phipps former home, is that correct?

A. Yes.

35. What condition is her former home?

A. It's just an old house in bad state of repair.

36. Now, this property is suppose to contain 26 acres, how much is cleared land?

A. Only what Jeff and I cleared off all around his mother's place, just a lawn and that's all.

37. The rear of this property is wooded?

A. It's wooded.

38. Is it level or hilly?

A. Only about four actual spots on the whole place could be be used as farm land or building a home on and the rest is hilly and very steep, and part is swampy. Where we have the house is really the only part fit for anything, the other part never could be used.

39. Now, Mrs. Haneke, because of all the heirs to this property and the various interest that the Court might determine that each one holds in the property, in your opinion, can it be divided in kind, that is in land, without loss or injury to the parties in this case?

A. No.

40. Do you think it is to the best interest of the infants in this case and Nicholas Owens Phipps, the incompetent,

that this property be sold and the proceeds divided among the heirs?

A. Yes, I do think so.

41. Mrs. Haneke, did you and your husband, Jefferson Phipps, take care of Addrienne Phipps during her lifetime since you were married?

A. Yes.

42. And you and your former husband and your family lived on the property, and now you and your present husband and the same family are ~~now~~ living on this property, is that right?

A. That's right.

43. Who has paid the taxes on this property?

A. Jeff and I until he died and then I did, and now my present husband is.

44. Over what period of years?

A. Back as far as 1929.

45. Are these papers which I hand you the tax bills on this property that you or your husband paid?

A. That's right.

46. What is their total?

A. $880.64.

(TAX BILL RECEIPTS OFFERED COLLECTIVELY FILED HEREWITH MARKED EXAMINER'S EX.4)

47. Is this property being worked in any way?

A. Only that poor old grass that grows all the time, once a week we cut it.

48. Mrs. Haneke, you would like to be reimbursed, for the cost of the improvements and also the taxes you have paid, out of the proceeds of the sale of this property, is that right?

A. That's right.

49. Where is Nicholas Owens Phipps now?

A. He's living right next door to me in the old house.

50. How long has he been living there?

30

A. Just about a year, since July of last year.

51. Where was he prior to that?

A. Perry Point Government Hospital.

52. And how long was he at Perry Point Hospital?

A. Well, at least 19 years that I'm sure of because he was put away just before Neil was born and he's 18 now.

53. Is the old house livable?

A. You can exist in it, yes, but I wouldn't want to live in it myself.

54. Does the roof leak?

A. I don't know, but it should because all the windows are out and some of the shingles are falling off.

Cross Examination Waived by Mr. Hopkins

(Mr. Cunningham)

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

Helen Elizabeth Haneke

Helen Elizabeth Haneke

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

(Mr. Brice)

1. State your full name.

A. Maxmilliam C. Haneke.

2. You are the husband of Mrs. Haneke and one of the plaintiffs in this case?

A. Yes.

3. You married Mrs. Haneke after the death of her first husband, Jefferson Phipps, is that correct?

A. Yes.

4. Are you living with Mrs. Haneke and the Phipps children on the property which is the subject matter of this suit?

A. Yes.

5. Tell us how long you have been married?

A. Since 1950 and we have lived on the property ever since.

6. Have you made any improvements to the dwelling?

A. Yes.

7. What are they and what did they cost?

A. Removed the old chimney $25.00; remodeled the living room $150.00; remodeled a bedroom $100.00; kitchen cabinets and bathroom cabinets installed $150.00; refinished old floors $36.00; stuccoing under bedroom $75.00; painting three coats, inside and outside, $1,000.00; removed and relaid kitchen floor $25.00; new linoleum for floors $112.00; furnace payments up to date $699.38, it cost $1100.00 and I have paid $699.38 on it and owe the balance; insulation cost $285.00 and the payments up to date that I have made total $151.81 and I owe the balance; excavating and installing cellar drain $75.00; concrete floor in the cellar $102.00; sidewalks and concrete steps $161.00; concrete shelves in basement $75.00; retaining walls $22.00; new chimney $75.00; porch screens and new deck $150.00.

8. Now, Mr. Haneke, you would like to be reimbursed for this money out of the proceeds of the property, would you not?

A. Yes.

9. What does this property consist of?

A. One house where I live and the old dwelling house where old man Phipps lived and one old barn and shed.

10. The old house you refer to is the house Nicholas Owens Phipps is living in now, isn't that correct?

A. Yes.

11. What condition is that house in?

A. It has no lights, no heat and there's just a bunch of junk in there. Mr. Brice, the only way to describe it is to go and look at, it has pasteboard in the windows .

12. Can this property be divided in kind, among the various heirs, without loss or injury to the parties concerned?

A. I don't think so. It's all hills and a lot of it is grown up in honeysuckle, there's a few good trees, but it's mostly hillside. even where the house is and it runs down in the swamp and if you cleared it it would wash away.

Cross Examination by Mr. Hopkins:

1. Since your marriage to Mrs. Phipps have you been supporting Neil Douglas Phipps and Patricia Ann Phipps?

A. That's right, but Neil is in the Army now, he went in in 1954.

2. Then for three years you supported him and you have supported Patricia Ann for the last five years, is that correct?

A. Yes.

3. Then for the last five years you have been their sole support?

A. Yes.

(Mr. Cunningham)

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

Maxmilliam C. Haneke

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

(Mr. Brice)

1. State your name, address and occupation.

A. Fred E. Voges, 3 Church Circle, Annapolis, Maryland, realtor and appraiser.

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

A. Nearly 22 years.

3. And all of that time in Annapolis and Anne Arundel County?

A. Yes.

4. Have you made an appraisal of the Phipps' property consisting of 26 acres which is the subject of this suit?

A. I have.

5. When did you make that appraisal?

A. I made the first appraisal on September 10th, 1952 and viewed the property again last evening.

6. What is the fair value of that property?

A. I placed an appraisal of $200.00 per acre on two acres of cleared land, making a total of $400.00 for those two acres; the balance of 24 acres I appraised at $50.00 an acre, making a total of $1200.00. The bungalow I appraised at $6500.00, and the old farm house at $300.00, and there is a shed on the property which has no value, making a total of $8400.00 for the entire property.

7. The bungalow you spoke of is the home that Mr. and Mrs. Haneke live in today, and the home that Jefferson Phipps, Jr. lived in when he was living, is that correct?

A. That is correct.

8. The farm house that is the house which has been referred to as being occupied by Nicholas Owens Phipps, is that right?

A. That is right.

9. State the condition of that old farm house.

A. The old house is just about ready to fall down, the doors and windows are out and the place is practically worthless.

10. What does the real estate consist of?

A. Two acres of the land, approximately, has been cleared around the house and it's in grass and small shrubs, and the other 24 acres are extremely hilly and are covered with honeysuckle and scrub trees of all sorts. And there's some marsh on the premises, and I would say it would cost a minimum of $200.00 an acre to put the uncleared land in condition and then you wouldn't have very good land, it would wash out badly and the hillside is too steep to

build on.

11. In your opinion, could this property be divided in kind, without loss or injury to the parties concerned?

A. No, because if the land could be equally divided you couldn't divide the improvements among six people, but you couldn't even divide the land equally.

12. Is it to the best advantage and interest to the infants and incompetent in this case that the property be sold and the proceeds of the sale be divided among the heirs?

A. I would say, definitely it is.

Cross Examination Waived by Mr. Hopkins

(Mr. Cunningham)

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

Fred E. Voges

Fred E. Voges

Tilden O. Atwell, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Brice)

1. State your name, address and occupation.

A. Tilden O. Atwell, Annapolis, Maryland, cashier at County Trust Company of Maryland, Annapolis.

2. Mr. Atwell, in connection with your work at the bank do you appraise property?

A. I do.

3. Have you made an appraisal of the Phipps' property, the subject of this suit?

A. I have.

4. How long have you been making appraisals in Anne Arundel County?

A. Off and on for fifteen years.

5.a And are you familiar with property values in and around Annapolis?

A. Yes.

6. When did you make your appraisal of the Phipps' property?

A. In 1952, with Mr. Voges.

7. And I understand you haven't viewed this property since, is that correct?

A. That's correct, I haven't.

8. What was your appraisal at that time?

A. At that time I appraised two acres at $200.00 per acre, and 24 acres at $50.00 per acre, the bungalow at $5000.00, the old home at $300.00 and the shed there I didn't think had any value, the total for the entire property $6900.00.

9. And that was your appraisal in 1952?

A. That's right.

10. You heard the testimony of Mr. and Mrs. Haneke and Mr. Voges here today?

A. I have.

11. In lieu of the advances in property values since 1952, if they have advanced, and in lieu of improvements made to the property made by Mr. Haneke, what do you feel is the present value of this property?

A. I would say, $8400.00 or $8500.00, same as Mr. Voges.

12. In your opinion, can that property be divided in kind without loss or injury to the parties concerned?

A. No.

13. Is it to the best interest and advantage to the infants and incompetent that this property be sold and the proceeds divided?

A. Yes, it is.

Cross Examination Waived by Mr. Hopkins

(Mr. Cunningham)

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

Tilden R. Atwell

Tilden R. Atwell

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 3rd day of August, 1955.

Chipman W. Cunningham, Examiner (SEAL)

C.W.C. $10.00

I.H. $12.00

37

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[illegible] ACRES & INTERPOLATS
ARNOLD

FOR THIS YEAR'S TAXES ONLY	DISCOUNT		INTEREST	
MO.	AT-ATE	COU-NTY	STATE	Co. & Sp.
APR.	NONE	NONE	NONE	1%
MAY				1½%
JUN.				2%
JUL.				2½%
AUG.				3%
SEP.				3½%
OCT.			½%	4%
NOV.			1%	4½%
DEC.			1½%	5%

THIS BILL DOES NOT INCLUDE ANY TAX LEVY OTHER THAN.

1954

TAX BILL
REAL ESTATE

3 DISTRICT

SPECIAL TAXES	RATE	AMOUNT
GARBAGE ZONE		
GIBSON ISLAND ERO. SION DISTRICT . . .		
GIBSON ISLAND SPE-CIAL ROADS		
RIVIERA BEACH EROSION DISTRICT		
TYDINGS ON THE BAY EROSION DISTRICT		
SPECIAL FIRE TAX		
TOTAL SPECIAL TAXES		

ASSESSMENT

INDEX NUMBER

FAILURE TO RECEIVE A BILL BY MAIL IS NO EXCUSE FOR NOT PAYING TAXES, INTEREST OR PENALTY.

SEE ENCLOSED STATEMENT FOR RATES

TOTAL VALUATION	COUNTY TAX	STATE TAX	SPECIAL TAX	TOTAL TAX	ACCOUNT NO.
4990	7009	230		7921	
			TOTAL		

DO NOT DETACH STUB

OFFICE HOURS
DAILY: 9 A. M. TO 4 P. M.
SATURDAY: 9 A. M. TO 12 NOON

Examined Elliot L. 4
Hawks, et al. vs. Phipps, et ux., et al.
in 11,220 County
filed 6/24/55 ave

PRESENT THIS BILL WITH YOUR PAYMENT

Filed 3 Aug. 1955.

TO COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY AND STATE OF MARYLAND, DR.

JOS. H. GRISCOM, SR., TREASURER, ANNAPOLIS, MARYLAND

Jefferson Phipps est

DISTRICT NO. 3

56098 MEMORANDUM BILL 1953

TREASURER'S OFFICE
ANNE ARUNDEL COUNTY, MARYLAND

YEAR	LOCATION	DESCRIPTION	ASSESS-MENT	TAXES ON ASSESSMENTS SHOWN COUNTY	STATE	TOTAL
				34 31	2 47	
			Int.	1 54	02	
	Balance	Bill		35 85	2 49	38 34

THIS FORM TO BE USED FOR PARTIAL PAYMENTS. (PAYMENTS MADE ON SMALLER UNITS, BUT WHICH ARE A PART OF THE TOTAL ASSESSMENT). PARTIAL PAYMENTS WILL NOT PREVENT THE SALE OF PROPERTY FOR TAXES.

DATE PAID _____

TREASURER

1500 Jefferson Phillips Co.

DISTRICT NO. 3

56098

MEMORANDUM BILL 1953

TREASURER'S OFFICE

ANNE ARUNDEL COUNTY, MARYLAND

YEAR	LOCATION	DESCRIPTION	ASSESS-MENT	TAXES ON ASSESSMENTS SHOWN COUNTY	STATE	TOTAL
1953 AR3				14 42		
56098			Int	58		
53		P.P.		15 00		15 00

THIS FORM TO BE USED FOR PARTIAL PAYMENTS. (PAYMENTS MADE ON SMALLER UNITS, BUT WHICH ARE A PART OF THE TOTAL ASSESSMENT). PARTIAL PAYMENTS WILL NOT PREVENT THE SALE OF PROPERTY FOR TAXES.

40

DATE PAID _____

TREASURER

30.00 Jefferson Phillips District

DISTRICT NO. 3

56098

MEMORANDUM BILL 1953

TREASURER'S OFFICE

ANNE ARUNDEL COUNTY, MARYLAND

YEAR	LOCATION	DESCRIPTION	ASSESS-MENT	TAXES ON ASSESSMENTS SHOWN COUNTY	STATE	TOTAL
1953 AR3	Co 77.71			28 98		
	St 2.47		Int	1 02		
	80.18					
56098						
95944						
		P.P.		30 00		30 00

THIS FORM TO BE USED FOR PARTIAL PAYMENTS. (PAYMENTS MADE ON SMALLER UNITS, BUT WHICH ARE A PART OF THE TOTAL ASSESSMENT). PARTIAL PAYMENTS WILL NOT PREVENT THE SALE OF PROPERTY FOR TAXES.

41

DATE PAID _____

TREASURER

3

JEFFERSON PHIPPS ESTATE
% JEFFERSON PHIPPS
ARNOLD P O MD

26 ACRES & IMPROVEMENTS
ARNOLD

$4090

56098

4090 7771 247 8018
2.73
82.91

DO NOT DETACH SIDE

42

MEMORANDUM BILL OR PARTIAL PAYMENT STATEMENT	INDEX NO. 3 6,359	DATE OF PAYMENT 5-7-52
(NAME OF OWNER - DESCRIPTION OF PROPERTY) Jefferson Phipps Estate	TYPE OF LEVY RE	FOR YEAR 1952

SPECIAL TAXES	RATE	AMOUNT
TOTAL SPECIAL TAXES		

Bal. Bill

TOTAL ASSESSMENT	COUNTY TAX	STATE TAX	SPEC. TAX	TOTAL TAX
TOTAL TAX DUE				
PLUS - INTEREST DUE	81			
LESS - AMOUNT THIS PAYMENT	2686	206		29.73
BALANCE UNPAID				

29.73

BR3

60947

60947

44

30.00

UH-7-52 54649 AR3

MEMORANDUM BILL	PARTIAL PAYMENT STATEMENT	INDEX NO. 3 31359	DATE OF PAYMENT 6-7-52
(NAME OF OWNER - DESCRIPTION OF PROPERTY) Jefferson Phipps Estate c/o Jefferson Phipps Arnold P.O. Md, 26 Acres & Improvements Arnold.		TYPE OF LEVY R.E.	FOR YEAR 1952

SPECIAL TAXES	RATE	AMOUNT
TOTAL SPECIAL TAXES		

TOTAL ASSESSMENT $3290	COUNTY TAX	STATE TAX	SPEC. TAX	TOTAL TAX
TOTAL TAX DUE	5626	206		5832
PLUS - INTEREST DUE	60			
LESS - AMOUNT THIS PAYMENT	29 40			30.00
BALANCE UNPAID				

45

7 4 2 1 | 7 4 M 2 1 | 7 4 H 2 1 | 7 4 T 2 1 | 7 4 U 2 1

THIS BILL DOES NOT INCLUDE ANY TAX LEVY OTHER THAN TAX BILL REAL ESTATE

1952 | 3 DISTRICT

JEFFERSON PHIPPS ESTATE
% JEFFERSON PHIPPS
ARNOLD P O MD

26 ACRES & IMPROVEMENTS
ARNOLD

FOR THIS YEAR'S TAXES ONLY MO.	DISCOUNT STATE	DISCOUNT COUNTY	INTEREST STATE	INTEREST COUNTY
APR.	NONE	NONE	NONE	1 %
MAY				1½%
JUN.				2 %
JUL.				2½%
AUG.				3 %
SEP.				3½%
OCT.			½%	4 %
NOV.			1%	4½%
DEC.			1½%	5 %

SPECIAL TAXES	RATE	AMOUNT
GARBAGE ZONE		
GIBSON ISLAND EROSION DISTRICT	.02	
GIBSON ISLAND SPECIAL ROADS	.30	
RIVIERA BEACH EROSION DISTRICT	.02	
TYDINGS ON THE SAY EROSION DISTRICT	.05	
TOTAL SPECIAL TAXES		

ASSESSMENT: $3290 $3290

INDEX NUMBER: 31359

FAILURE TO RECEIVE A BILL BY MAIL IS NO EXCUSE FOR NOT PAYING TAXES, INTEREST OR PENALTY.

COUNTY TAX	.25
SCHOOL TAX	1.19
ROAD TAX	.05
POLICE DEPT.	.11
FIRE DEPT.	.11

$1.71

$.0625 ON $100.00

TOTAL VALUATION	COUNTY TAX	STATE TAX	SPECIAL TAX	TOTAL TAX	ACCOUNT NO.
3290	5626	206		5832	

C921473

DO NOT DETACH STUB
OFFICE HOURS
DAILY: 9 A. M. TO 4 P. M.
SATURDAY: 9 A. M. TO 12 NOON

PRESENT THIS BILL WITH YOUR PAYMENT

TO COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY AND STATE OF MARYLAND, DR.
JOS. H. GRISCOM, SR., TREASURER, ANNAPOLIS, MARYLAND

46

Jefferson Phipps Estate

DISTRICT NO. 3

34340

M[illegible]ORANDUM BILL

TREASURER'S OFFICE

1951

PAID — Joseph [illegible] TREAS. ANNE ARUNDEL COUNTY, MARYLAND

YEAR	LOCATION	DESCRIPTION	ASSESSMENT	TAXES ON ASSESSMENTS SHOWN COUNTY	STATE	TOTAL
51		NOV--7-51	09582	27 96	A R3 — 1 97	30.69
			int	1 24	02	
		Bal. Bill		28 70	1 99	30 69

THIS FORM TO BE USED FOR PARTIAL PAYMENTS, (PAYMENTS MADE ON SMALLER UNITS, BUT WHICH ARE A PART OF THE TOTAL ASSESSMENT). PARTIAL PAYMENTS WILL NOT PREVENT THE SALE OF PROPERTY FOR TAXES.

DATE PAID

TREASURER

Jefferson Phipps Estate

DISTRICT NO. 3

34340

'EMORANDUM BILL

TREASURER'S OFFICE

1951

PAID — Joseph [illegible] TREAS. ANNE ARUNDEL COUNTY, MARYLAND

YEAR	LOCATION	DESCRIPTION	ASSESSMENT	TAXES ON ASSESSMENTS SHOWN COUNTY	STATE	TOTAL
1951		OCT-8-51	85773	28 80	A R3 —	30.00
				int. 1 20		
		P.P.				
				30 00		30 00

THIS FORM TO BE USED FOR PARTIAL PAYMENTS, (PAYMENTS MADE ON SMALLER UNITS, BUT WHICH ARE A PART OF THE TOTAL ASSESSMENT). PARTIAL PAYMENTS WILL NOT PREVENT THE SALE OF PROPERTY FOR TAXES

DATE PAID

TREASURER

LEVY	DISTRICT	ALPHABETIC NAME CODE	ALPHA SUB CODE
2 1	7 4 2 1	7 4 M 2 1 / 7 4 H 2 1 / 7 4 T 2 1 / 7 4 U 2 1	7 4 T 2 1 / 7 4 U 2 1

C47208X

JEFFERSON PHIPPS ESTATE
% JEFFERSON PHIPPS
ARNOLD P O MD

26 ACRES & IMPROVEMENTS
ARNOLD

THIS DOES NOT INCLUDE TAX LEVY OTHER THAN

DO NOT DISCOUNT

TAX LEVY REAL ESTATE

DISTRICT No. 3

1951

TO COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY AND STATE OF MARYLAND, DR.
JOS. H. GRISCOM, SR., TREASURER, ANNAPOLIS, MARYLAND

DO NOT DETACH STUB

OFFICE HOURS
DAILY: 9 A. M. TO 4 P. M.
SATURDAY: 9 A. M. TO 12 NOON

INDEX NUMBER

34340

SPECIAL TAXES	RATE	AMOUNT
GARBAGE ZONE		
GIBSON ISLAND EROSION DISTRICT	.02	
GIBSON ISLAND SPECIAL ROADS	.30	
RIVIERA BEACH BENEFIT		
RIVIERA BEACH EROSION DISTRICT	.05	
TYDINGS ON THE BAY BENEFIT		
TYDINGS ON THE BAY EROSION DISTRICT	.05	
TOTAL SPECIAL TAXES		

ASSESSMENT		
REAL ESTATE		TOTAL
$3290		$3290

CHECKS ARE RECEIVED ONLY AS A CONVENIENCE TO THE TAXPAYER, AND CREDIT TO THE ACCOUNT WILL NOT BE FINAL UNTIL THE CHECK HAS BEEN PAID TO THE TREASURER BY THE BANK ON WHICH IT HAS BEEN DRAWN. THE OFFICE ASSUMES NO RESPONSIBILITY FOR ANY DELAYS THAT MAY OCCUR BETWEEN THE TIME THE CHECK IS GIVEN AND ITS PRESENTATION TO THE BANK ON WHICH IT IS DRAWN FOR PAYMENT.

FOR THIS YEAR'S TAXES ONLY

MO.	DISCOUNT STATE	DISCOUNT COUNTY	INTEREST STATE	INTEREST COUNTY
APR.	NONE	NONE	NONE	1 %
MAY				1½%
JUN.				2 %
JUL.				2½%
AUG.				3 %
SEP.				3½%
OCT.			½%	4 %
NOV.			1%	4½%
DEC.			1½%	5 %

FAILURE TO RECEIVE A BILL BY MAIL IS NO EXCUSE FOR NOT PAYING TAXES, INTEREST OR PENALTY.

COUNTY TAX	.27	
SCHOOL TAX	1.17	
ROAD TAX	.05	
POLICE DEPT.	.11	$1.71
FIRE DEPT.	.11	

$.06 ON $100.00

SEE MEMO. OF SPECIAL TAXES

INTEREST	PENALTY	TOTAL PAID

TOTAL VALUATION	COUNTY TAX	STATE TAX	SPECIAL TAX	TOTAL TAX	ACCOUNT NO.
3290	5626	197		5823	

Jefferson Phipps Est

DISTRICT NO. 3

46112

MEMORANDUM BILL 1950

TREASURER'S OFFICE
ANNE ARUNDEL COUNTY, MARYLAND

YEAR	LOCATION	DESCRIPTION	ASSESSMENT	TAXES ON ASSESSMENTS SHOWN COUNTY	STATE	TOTAL
				11 85		
			Sect	59		
		Balance		12 44		12 44

THIS FORM TO BE USED FOR PARTIAL PAYMENTS, (PAYMENTS MADE ON SMALLER UNITS, BUT WHICH ARE A PART OF THE TOTAL ASSESSMENT). PARTIAL PAYMENTS WILL NOT PREVENT THE SALE OF PROPERTY FOR TAXES.

DATE PAID _____

TREASURER

Jefferson Phipps et al

DISTRICT NO. 3

46112

MEMORANDUM BILL 1950

TREASURER'S OFFICE

ANNE ARUNDEL COUNTY, MARYLAND

YEAR	LOCATION	DESCRIPTION	ASSESS-MENT	TAXES ON ASSESSMENTS SHOWN					
				COUNTY		STATE		TOTAL	
				19	74	4	08		
			Int		89		04		
				20	63	4	12	24	75

THIS FORM TO BE USED FOR PARTIAL PAYMENTS, (PAYMENTS MADE ON SMALLER UNITS, BUT WHICH ARE A PART OF THE TOTAL ASSESSMENT). PARTIAL PAYMENTS WILL NOT PREVENT THE SALE OF PROPERTY FOR TAXES.

DATE PAID 11-20-50

Joseph H Grason Jr

TREASURER

Jefferson Phipps (Estate)

DISTRICT NO. 3

46112

MEMORANDUM BILL 1950

TREASURER'S OFFICE

ANNE ARUNDEL COUNTY, MARYLAND

YEAR	LOCATION	DESCRIPTION	ASSESS-MENT	TAXES ON ASSESSMENTS SHOWN					
				COUNTY		STATE		TOTAL	
1950		5659							
		408							
		6067							
		P Pope						26	00

THIS FORM TO BE USED FOR PARTIAL PAYMENTS, (PAYMENTS MADE ON SMALLER UNITS, BUT WHICH ARE A PART OF THE TOTAL ASSESSMENT). PARTIAL PAYMENTS WILL NOT PREVENT THE SALE OF PROPERTY FOR TAXES.

DATE PAID

TREASURER

JEFFERSON PHIPPS ESTATE
% JEFFERSON PHIPPS
ARNOLD P O MD

26 ACRES & IMPROVEMENTS
ARNOLD

DO NOT DETACH THIS STUB

TAX LEVY—District No. 3
REAL ESTATE

1950

TO COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY AND STATE OF MARYLAND, DR.
JOS. H. GRISCOM, SR., TREAS., ANNAPOLIS, MD.

OFFICE HOURS
DAILY FROM 8 A.M. TO 4 P.M.
SATURDAY FROM 8 A.M. TO 12 NOON

FAILURE TO RECEIVE A BILL BY MAIL IS NO EXCUSE FOR NOT PAYING TAXES, INTEREST OR PENALTY.

INDEX NUMBER 46112

ASSESSMENT		
REAL ESTATE		TOTAL
$3290		$3290

SPECIAL TAXES	RATE	AMOUNT
GARBAGE ZONE NO._____ RATE:	$	$
GIBSON ISLAND EROSION DISTRICT	.05	
GIBSON ISLAND SPECIAL ROADS	.30	
RIVIERA BEACH BENEFIT		
RIVIERA BEACH EROSION DISTRICT	.10	
TYDINGS ON THE BAY BENEFIT		
TYDINGS ON THE BAY EROSION DISTRICT	.05	
TOTAL SPECIAL TAXES		$

COUNTY TAX	.28
SCHOOL TAX	1.17
ROAD TAX	.08
POLICE DEPT.	.10
FIRE DEPT.	.12
	$1.72

COUNTY REAL ESTATE	STATE REAL ESTATE	SPECIAL REAL ESTATE	TOTAL TAX
$.1255 ON $100.00		FOR DETAILS SEE "MEMORANDUM OF SPECIAL TAXES"	
5659	408		6067

INTEREST AND PENALTY

TOTAL

CHECKS ARE RECEIVED ONLY AS A CONVENIENCE TO THE TAXPAYER, AND CREDIT TO THE ACCOUNT WILL NOT BE FINAL UNTIL THE CHECK HAS BEEN PAID TO THE TREASURER BY THE BANK ON WHICH IT HAS BEEN DRAWN. THE OFFICE ASSUMES NO RESPONSIBILITY FOR ANY DELAYS THAT MAY OCCUR BETWEEN THE TIME THE CHECK IS GIVEN AND ITS PRESENTATION TO THE BANK ON WHICH IT IS DRAWN FOR PAYMENT.

THIS DOES NOT INCLUDE YOUR PERSONAL PROPERTY TAX
NO DISCOUNT ALLOWED

FOR 1950 TAXES ONLY

	DISCOUNT STATE	DISCOUNT COUNTY	INTEREST STATE	INTEREST COUNTY
APR.			NE	1 %
MAY	NE	NE	NE	1½ %
JUNE	NE	NE	NO	2 %
JULY	NE	NE	NO	2½ %
AUG.	NO	NO	NE	3 %
SEPT.	NO	NO		3½ %
OCT.	NE	NE	½ %	4 %
NOV.			1 %	4½ %
DEC.			1½ %	5 %

JEFFERSON & STEWART PHIPPS
ARNOLD MD AUTO REPAIRS

PERSONAL

DO NOT DETACH THIS STUB

Personal Property Tax Bill
Date [illegible] DISTRICT No. 3

1949

TO COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY AND STATE OF MARYLAND, DR.
JOS. H. GRISCOM, SR., TREAS., ANNAPOLIS, MD.

OFFICE HOURS
DAILY FROM 8 A.M. TO 4 P.M.
SATURDAY FROM 8 A.M. TO 12 NOON

FAILURE TO RECEIVE A BILL BY MAIL IS NO EXCUSE FOR NOT PAYING TAXES, INTEREST OR PENALTY.

INDEX NUMBER 1712

ASSESSMENT		
$3815		$3815

Present This Bill With Your Payment

SPECIAL TAXES	RATE	AMOUNT
GARBAGE ZONE NO._____ RATE:	$	$
GIBSON ISLAND EROSION DISTRICT	.25	
RIVIERA BEACH EROSION BENEFIT		
RIVIERA BEACH EROSION DISTRICT	.30	
TYDINGS ON THE BAY EROSION BENEFIT		
TYDINGS ON THE BAY EROSION DISTRICT	.20	
GIBSON ISLAND SPECIAL	.30	
TOTAL SPECIAL TAXES		$

COUNTY TAX	.38
SCHOOL TAX	1.17
ROAD TAX	.12
POLICE DEPT.	.11
FIRE DEPT.	.14
	$1.80

COUNTY	STATE	SPECIAL	TOTAL TAX
$.1115 ON $100.00		FOR DETAILS SEE "MEMORANDUM OF SPECIAL TAXES"	
5067	314		5381

INTEREST AND PENALTY

2.03	.12		2.15

TOTAL 55.96

CHECKS ARE RECEIVED ONLY AS A CONVENIENCE TO THE TAXPAYER, AND CREDIT TO THE ACCOUNT WILL NOT BE FINAL UNTIL THE CHECK HAS BEEN PAID TO THE TREASURER BY THE BANK ON WHICH IT HAS BEEN DRAWN. THE OFFICE ASSUMES NO RESPONSIBILITY FOR ANY DELAYS THAT MAY OCCUR BETWEEN THE TIME THE CHECK IS GIVEN AND ITS PRESENTATION TO THE BANK ON WHICH IT IS DRAWN FOR PAYMENT.

THIS DOES NOT INCLUDE YOUR REAL ESTATE TAX
NO DISCOUNT ALLOWED

56

Jefferson Phipps Estate

DISTRICT NO. 3

1949 MEMORANDUM BILL 35549

TREASURER'S OFFICE

ANNE ARUNDEL COUNTY, MARYLAND

YEAR	LOCATION	DESCRIPTION	ASSESSMENT	TAXES ON ASSESSMENTS SHOWN COUNTY	STATE	TOTAL
1949	On acct					
	6 acre & hyp - annell			34 00	366	
			Interest	41		
						$ 38 07

THIS FORM TO BE USED FOR PARTIAL PAYMENTS, (PAYMENTS MADE ON SMALLER UNITS, BUT WHICH ARE A PART OF THE TOTAL ASSESSMENT). PARTIAL PAYMENTS WILL NOT PREVENT THE SALE OF PROPERTY FOR TAXES.

DATE PAID

JOSEPH H. GRISCOM, Sr.
County Treasurer

TREASURER

Jefferson Phippart

DISTRICT NO. 3

35549 MEMORANDUM BILL 1949

TREASURER'S OFFICE

ANNE ARUNDEL COUNTY, MARYLAND

YEAR	LOCATION	DESCRIPTION	ASSESSMENT	TAXES ON ASSESSMENTS SHOWN COUNTY	STATE	TOTAL
1949				13 47		
				in 53		
		P.P. on a/c		14 00		14 00

THIS FORM TO BE USED FOR PARTIAL PAYMENTS, (PAYMENTS MADE ON SMALLER UNITS, BUT WHICH ARE A PART OF THE TOTAL ASSESSMENT). PARTIAL PAYMENTS WILL NOT PREVENT THE SALE OF PROPERTY FOR TAXES.

DATE PAID 10/13/49

Jos H Griscom Sr

TREASURER

Jefferson Phipps Estate

DISTRICT NO. 3

1949

MEMORANDUM BILL

TREASURER'S OFFICE

ANNE ARUNDEL COUNTY, MARYLAND

355 49

YEAR	LOCATION	DESCRIPTION	ASSESSMENT	TAXES ON ASSESSMENTS SHOWN: COUNTY	STATE	TOTAL
1949				15 41		
		Interest		77		
						16 18

THIS FORM TO BE USED FOR PARTIAL PAYMENTS (PAYMENTS MADE ON SMALLER UNITS, BUT WHICH ARE A PART OF THE TOTAL ASSESSMENT). PARTIAL PAYMENTS WILL NOT PREVENT THE SALE OF PROPERTY FOR TAXES.

DATE PAID _____

JOSEPH H. GRISCOM, Sr.
County Treasurer

TREASURER

JEFFERSON PHIPPS ESTATE
% JEFFERSON PHIPPS
ARNOLD P O MD

[illegible] ACRES & IMPROVEMENTS
[illegible]

DO NOT DETACH THIS STUB

TAX LEVY—District No. 3

REAL ESTATE

1948

TO COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY AND STATE OF MARYLAND. DR.
JOS. H. GRISCOM, SR., TREAS., ANNAPOLIS, MO.

OFFICE HOURS
DAILY FROM 9 A.M. TO 4 P.M.
SATURDAY FROM 9 A.M. TO 12 NOON

ASSESSMENT: REAL ESTATE	SPECIAL		TOTAL
[illegible]			[illegible]

FAILURE TO RECEIVE A BILL BY MAIL DO NOT EXCUSE FOR NON PAYING TAXES, NOR LAST ON PENALTY.

INDEX NUMBER [illegible]

SPECIAL TAXES	RATE	AMOUNT
GARBAGE ZONE NO. _____ RATE:	$	$
GIBSON ISLAND EROSION DISTRICT	.25	
RIVIERA BEACH EROSION BENEFIT		
RIVIERA BEACH EROSION DISTRICT	.30	
TYDINGS-ON-THE-BAY EROSION BENEFIT		
TYDINGS-ON-THE-BAY EROSION DISTRICT	.30	
GIBSON ISLAND SPECIAL	.30	
TOTAL SPECIAL TAXES		$

1947 UNPAID

Present This Bill With Your Payment

		AMOUNT	INTEREST & PENALTY
COUNTY TAX .22 SCHOOL TAX 1.04 ROAD TAX .16 FIRE DEPT. .18 POLICE DEPT. .10 $1.67	COUNTY REAL ESTATE	54 11	4.06
FOR DETAILS SEE "MEMORANDUM OF SPECIAL TAXES"	SPECIAL REAL ESTATE		
$0.1113 ON $100.00	STATE REAL ESTATE	3 61	15
	TOTAL TAX	[illegible]	
	INTEREST AND PENALTY	4 21	
	TOTAL	61.93	

THIS DOES NOT INCLUDE YOUR PERSONAL PROPERTY TAX
NO DISCOUNT ALLOWED

CHECKS ARE RECEIVED ONLY AS A CONVENIENCE TO THE TAXPAYER, AND CREDIT TO THE DISCOUNT WILL NOT BE FINAL UNTIL THE CHECK HAS BEEN PAID TO THE TREASURER OF THE BANK ON WHICH IT HAS BEEN DRAWN. THE OFFICE ASSUMES NO RESPONSIBILITY FOR ANY DELAYS THAT MAY OCCUR BETWEEN THE TIME THE CHECK IS GIVEN AND ITS PRESENTATION TO THE BANK ON WHICH IT IS DRAWN FOR PAYMENT.

FOR THIS TAXES ONLY	DISCOUNT STATE	DISCOUNT COUNTY	INTEREST STATE	INTEREST COUNTY
APR.	NONE	NONE	NONE	1 %
MAY				1½ %
JUNE				2 %
JULY				2½ %
AUG.				3 %
SEPT.				3½ %
OCT.				[illegible]
NOV.				[illegible]
DEC.				[illegible]

JEFFERSON PHIPPS ESTATE
% JEFFERSON PHIPPS
ARNOLD P O MD

26 ACRES & IMPROVEMENTS
ARNOLD

[redacted]

REAL & PERSONAL	SPECIAL		TOTAL
[redacted]			$1244

DO NOT DETACH THIS STUB

TAX LEVY—District No. 3 — 1947

TO COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY AND STATE OF MARYLAND, DR.
THOMAS W. DAVIS, TREAS., ANNAPOLIS, MD.

OFFICE HOURS
DAILY FROM 8 A.M. TO 4 P.M.
SATURDAY FROM 8 A.M. TO 12 NOON

FAILURE TO RECEIVE BILL BY MAIL IS NO EXCUSE FOR NOT PAYING TAXES, INTEREST OR PENALTY.

INDEX NUMBER 21363

SPECIAL TAXES	RATE	AMOUNT
GARBAGE ZONE NO. ____ RATE:	$	$
GIBSON ISLAND EROSION DISTRICT . .	.34	
RIVIERA BEACH EROSION BENEFIT . .		
RIVIERA BEACH EROSION DISTRICT . .	.70	
TYDINGS-ON-THE-BAY EROSION BENEFIT		
TYDINGS-ON-THE-BAY EROSION DISTRICT	1.20	
GIBSON ISLAND SPECIAL	.05	
GARBAGE ZONE NO. 108	.65	
TOTAL SPECIAL TAXES		$

Present This Bill With Your Payment

COUNTY TAX, SCHOOL TAX, ROAD TAX, FIRE DEPT., POLICE DEPT. $2.32

FOR DETAILS SEE "MEMORANDUM OF SPECIAL TAXES"

$0.10 ON $100.00

	AMOUNT	INTEREST & PENALTY
COUNTY REAL & PERSONAL	28 36	227
SPECIAL REAL & PERSONAL		
STATE REAL & PERSONAL	1 24	06
TOTAL TAX	29 60*	233
INTEREST AND PENALTY	233	
TOTAL	31.93	

NO DISCOUNT ALLOWED

CHECKS ARE RECEIVED ONLY AS A CONVENIENCE TO THE TAXPAYER, AND CREDIT TO THE ACCOUNT WILL NOT BE FINAL UNTIL THE CHECK HAS BEEN PAID TO THE TREASURER BY THE BANK ON WHICH IT HAS BEEN DRAWN. THE OFFICE ASSUMES NO RESPONSIBILITY FOR ANY DELAYS THAT MAY OCCUR BETWEEN THE TIME THE CHECK IS GIVEN AND ITS PRESENTATION TO THE BANK ON WHICH IT IS DRAWN FOR PAYMENT.

67

FOR 1947 TAXES ONLY	DISCOUNT STATE	DISCOUNT COUNTY	INTEREST STATE	INTEREST COUNTY
MAR.			M	1
APR.			Z	1½
MAY			O	2
JUNE	M	M	Z	2½
JULY	Z	Z	Z	3
AUG.	O	O		3½
SEPT.	Z	Z	½ %	4
OCT.			1 %	4½
NOV.			1½ %	5 %
DEC.				

JEFFERSON PHIPPS ESTATE
% JEFFERSON PHIPPS
ARNOLD P O MD

26 ACRES & IMPROVEMENTS
ARNOLD

ASSESSMENT			
REAL & PERSONAL	SPECIAL		TOTAL
$1194			$1194

DO NOT DETACH THIS STUB

TAX LEVY District No. 3 — 1946

TO COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY AND STATE OF MARYLAND, DR.
THOMAS W. DAVIS, TREAS., ANNAPOLIS, MD.

OFFICE HOURS
DAILY FROM 8 A.M. TO 4 P.M.
SATURDAY FROM 8 A.M. TO 12 NOON

FAILURE TO RECEIVE BILL BY MAIL IS NO EXCUSE FOR NOT PAYING TAXES, INTEREST OR PENALTY.

INDEX NUMBER 20618

SPECIAL TAXES	RATE	AMOUNT
GARBAGE ZONE NO. ____ RATE:	$	$
GIBSON ISLAND EROSION DISTRICT . .	.38	
RIVIERA BEACH EROSION BENEFIT . .		
RIVIERA BEACH EROSION DISTRICT . .	.80	
TYDINGS-ON-THE-BAY EROSION BENEFIT		
TYDINGS-ON-THE-BAY EROSION DISTRICT	1.50	
TOTAL SPECIAL TAXES		$

Present This Bill With Your Payment

COUNTY TAX, SCHOOL TAX, ROAD TAX, FIRE DEPT., POLICE DEPT. $2.32

FOR DETAILS SEE "MEMORANDUM OF SPECIAL TAXES"

$0.10 ON $100.00

	AMOUNT	INTEREST & PENALTY
COUNTY REAL & PERSONAL	27 70	28
SPECIAL REAL & PERSONAL		
STATE REAL & PERSONAL	1 19	
TOTAL TAX	28 89*	
INTEREST AND PENALTY	28	
TOTAL	29.17	

NO DISCOUNT ALLOWED

CHECKS ARE RECEIVED ONLY AS A CONVENIENCE TO THE TAXPAYER, AND CREDIT TO THE ACCOUNT WILL NOT BE FINAL UNTIL THE CHECK HAS BEEN PAID TO THE TREASURER BY THE BANK ON WHICH IT HAS BEEN DRAWN. THE OFFICE ASSUMES NO RESPONSIBILITY FOR ANY DELAYS THAT MAY OCCUR BETWEEN THE TIME THE CHECK IS GIVEN AND ITS PRESENTATION TO THE BANK ON WHICH IT IS DRAWN FOR PAYMENT.

69

FOR 1946 TAXES ONLY	DISCOUNT STATE	DISCOUNT COUNTY	INTEREST STATE	INTEREST COUNTY
MAR.			M	1
APR.			Z	1½
MAY			O	2
JUNE	M	M	Z	2½
JULY	Z	Z	Z	3
AUG.	O	O		3½
SEPT.	Z	Z	½ %	4
OCT.			1 %	4½
NOV.			1½ %	5 %
DEC.				

JEFFERSON PHIPPS ESTATE
% JEFFERSON PHIPPS
ARNOLD P.O MD

26 ACRES & IMPROVEMENTS
ARNOLD

DO NOT DETACH THIS STUB

TAX LEVY—District No. 3 — 1945

TO COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY AND STATE OF MARYLAND. DR.
JAMES A. WALTON, TREAS., ANNAPOLIS, MD.

OFFICE HOURS
DAILY FROM 8 A.M. TO 4 P.M.
SATURDAY FROM 9 A.M. TO 12 NOON

ASSESSMENT			
REAL & PERSONAL	SPECIAL		TOTAL
$1194			$1194

FAILURE TO RECEIVE A BILL BY MAIL IS NO EXCUSE FOR NOT PAYING TAXES, INTEREST OR PENALTY.

INDEX NUMBER 34008

SPECIAL TAXES	RATE	AMOUNT
GARBAGE ZONE	8	8
NO.——— RATE:		
GIBSON ISLAND EROSION DISTRICT . .	.35	
RIVIERA BEACH EROSION BENEFIT . .		
RIVIERA BEACH EROSION DISTRICT . .	.85	
TYDINGS-ON-THE-BAY EROSION BENEFIT		
TYDINGS-ON-THE-BAY EROSION DISTRICT	2.00	
TOTAL SPECIAL TAXES		8

Present This Bill With Your Payment

COUNTY TAX SCHOOL TAX ROAD TAX FIRE DEPT. POLICE DEPT. $2.20

FOR DETAILS SEE "MEMORANDUM OF SPECIAL TAXES"

$0.12 ON $100.00

CHECKS ARE RECEIVED ONLY AS A CONVENIENCE TO THE TAXPAYER, AND CREDIT TO THE ACCOUNT WILL NOT BE FINAL UNTIL THE CHECK HAS BEEN PAID TO THE TREASURER BY THE BANK ON WHICH IT HAS BEEN DRAWN. THE OFFICE ASSUMES NO RESPONSIBILITY FOR ANY DELAYS THAT MAY OCCUR BETWEEN THE TIME THE CHECK IS GIVEN AND ITS PRESENTATION TO THE BANK ON WHICH IT IS DRAWN FOR PAYMENT.

	AMOUNT	INTEREST & PENALTY
COUNTY REAL & PERSONAL	26 27	
SPECIAL REAL & PERSONAL		
STATE REAL & PERSONAL	1 43	
TOTAL TAX	27 70*	
INTEREST AND PENALTY		
TOTAL		

NO DISCOUNT ALLOWED

FOR 1945 TAXES ONLY	DISCOUNT STATE	DISCOUNT COUNTY	INTEREST STATE	INTEREST COUNTY
MAR.				½ %
APR.			M	1 %
MAY	M	M		1½ %
JUNE			N	2 %
JULY	N	N		2½ %
AUG.			O	3 %
SEPT.	O	O		3½ %
OCT.			N	4 %
NOV.	N	N	½ %	4½ %
DEC.			1 %	5 %
			1½ %	

JEFFERSON PHIPPS ESTATE
% JEFFERSON PHIPPS
ARNOLD P O MD

26 ACRES & IMPROVEMENTS
ARNOLD

DO NOT DETACH THIS STUB

TAX LEVY—District No. 3 — 1944

TO COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY AND STATE OF MARYLAND. DR.
JAMES A. WALTON, TREAS., ANNAPOLIS, MD.

OFFICE HOURS
DAILY FROM 8 A.M. TO 4 P.M.
SATURDAY FROM 8 A.M. TO 12 NOON

ASSESSMENT			
REAL & PERSONAL	SPECIAL		TOTAL
$1194			$1194

FAILURE TO RECEIVE A BILL BY MAIL IS NO EXCUSE FOR NOT PAYING TAXES, INTEREST OR PENALTY.

INDEX NUMBER 33233

SPECIAL TAXES	RATE	AMOUNT
GARBAGE ZONE NO. 5	8 .83	8
GARBAGE ZONE NO. 6	.20	
GARBAGE ZONE NO. 7	.40	
GARBAGE ZONE NO. 8	.64	
GARBAGE ZONE 8A	.88	
GARBAGE ZONE NO. 9	.88	
GARBAGE ZONE 10	.16	
GARBAGE ZONE 10A	.60	
GARBAGE ZONE 11	.36	
GARBAGE ZONE 11A	.56	
GARBAGE ZONE 12	.21	
GIBSON ISLAND EROSION DISTRICT . .	.28	
RIVIERA BEACH EROSION BENEFIT . .		
RIVIERA BEACH EROSION DISTRICT . .	.88	
TYDINGS-ON-THE-BAY EROSION BENEFIT		
TYDINGS-ON-THE-BAY EROSION DISTRICT	2.10	
TOTAL SPECIAL TAXES		8

Present This Bill With Your Payment

COUNTY TAX SCHOOL TAX ROAD TAX FIRE DEPT. POLICE DEPT. $2.24

FOR DETAILS SEE "MEMORANDUM OF SPECIAL TAXES"

$0.12 ON $100.00

CHECKS ARE RECEIVED ONLY AS A CONVENIENCE TO THE TAXPAYER, AND CREDIT TO THE ACCOUNT WILL NOT BE FINAL UNTIL THE CHECK HAS BEEN PAID TO THE TREASURER BY THE BANK ON WHICH IT HAS BEEN DRAWN. THE OFFICE ASSUMES NO RESPONSIBILITY FOR ANY DELAYS THAT MAY OCCUR BETWEEN THE TIME THE CHECK IS GIVEN AND ITS PRESENTATION TO THE BANK ON WHICH IT IS DRAWN FOR PAYMENT.

	AMOUNT	INTEREST & PENALTY
COUNTY REAL & PERSONAL	26 75	
SPECIAL REAL & PERSONAL		
STATE REAL & PERSONAL	1 43	
TOTAL TAX	28 18*	
INTEREST AND PENALTY		
TOTAL		

NO DISCOUNT ALLOWED

FOR 1944 TAXES ONLY	DISCOUNT STATE	DISCOUNT COUNTY	INTEREST STATE	INTEREST COUNTY
MAR.				½ %
APR.			M	1 %
MAY	M	M		1½ %
JUNE			N	2 %
JULY	N	N		2½ %
AUG.			O	3 %
SEPT.	O	O		3½ %
OCT.			N	4 %
NOV.	N	N	½ %	4½ %
DEC.			1 %	5 %
			1½ %	

LIBER 103 PAGE 474

JEFFERSON PHIPPS ESTATE
% JEFFERSON PHIPPS
ARNOLD P. O. MD

26 ACRES & IMPROVEMENTS
ARNOLD

DO NOT DETACH THIS STUB

TAX LEVY—District No. 3 1942

TO COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY AND STATE OF MARYLAND, DR.

OFFICE HOURS
DAILY FROM 8 A.M. TO 4 P.M.
SATURDAY
FROM 8 A.M. TO 12 NOON

JAMES A. WALTON, TREASURER
ANNAPOLIS, MARYLAND

ASSESSMENT			
REAL & PERSONAL	SPECIAL		TOTAL
$1194			$1194

FAILURE TO RECEIVE A BILL, BY MAIL IS NO EXCUSE FOR NOT PAYING TAXES, INTEREST OR PENALTY.

INDEX NUMBER

Present This Bill With Your Payment

		AMOUNT	DISCOUNT	INTEREST & PENALTY
COUNTY TAX ROAD TAX / SCHOOL TAX FIRE DEPT. $2.13	COUNTY REAL & PERSONAL	26 03		
FOR DETAILS SEE "MEMORANDUM OF SPECIAL TAXES"	SPECIAL REAL & PERSONAL			
80.14 ON $100.00	STATE REAL & PERSONAL	1 67	NONE	
	TOTAL TAX	27 70★		
	DISCOUNT OR INTEREST			
	TOTAL			

CHECKS ARE RECEIVED ONLY AS A CONVENIENCE TO THE TAXPAYER, AND CREDIT TO THE ACCOUNT WILL NOT BE FINAL UNTIL THE CHECK HAS BEEN PAID TO THE TREASURER BY THE BANK ON WHICH IT HAS BEEN DRAWN: THE OFFICE ASSUMES NO RESPONSIBILITY FOR ANY DELAYS THAT MAY OCCUR BETWEEN THE TIME THE CHECK IS GIVEN AND ITS PRESENTATION TO THE BANK ON WHICH IT IS DRAWN FOR PAYMENT. 65

MEMORANDUM OF SPECIAL TAXES
THE FOLLOWING IS AN ITEMIZED LIST OF THE CHARGES MAKING UP THE ANY CHARGED AS "SPECIAL TAXES"

SPECIAL TAXES	RATE	AMOUNT
RIVIERA BEACH EROSION SEN. TAX		6
RIVIERA BEACH EROSION DIST. TAX	8.25	
TYDINGS ON BAY EROSION SEN. TAX		
TYDINGS ON BAY EROSION DIST. TAX	5.50	
GIBSON ISLAND EROSION TAX	.25	
GARBAGE ZONE		
TOTAL SPECIAL TAXES		6

	DISCOUNT STATE	DISCOUNT COUNTY	INTEREST STATE	INTEREST COUNTY
JAN.		8%		
FEB.		4%		
MAR.			M	½%
APR.			Z	1 %
MAY			O	1½%
JUNE			Z	2 %
JULY				2½%
AUG.	M	M		3 %
SEPT.	Z	Z		3½%
OCT.	O	O	½%	4 %
NOV.	Z	Z	1 %	4½%
DEC.			1½%	5 %

FOR 1942 TAXES

52.06

Jefferson Phipps, Est

DISTRICT NO. 3

2250 / 40

MEMORANDUM BILL
TREASURER'S OFFICE
ANNE ARUNDEL COUNTY, MARYLAND

YEAR	LOCATION	DESCRIPTION	ASSESSMENT	TAXES ON ASSESSMENTS SHOWN COUNTY	STATE	TOTAL
1940				13 72	1 29	
			Int	60		
		Paid in full				
		Balance		14 32	1 29	15 61

THIS FORM TO BE USED FOR PARTIAL PAYMENTS, (PAYMENTS MADE ON SMALLER UNITS, BUT WHICH ARE A PART OF THE TOTAL ASSESSMENT). PARTIAL PAYMENTS WILL NOT PREVENT THE SALE OF PROPERTY FOR TAXES. 66

DATE PAID 7/31/46

J. A. Walton
TREASURER

Jefferson Phipps, Est. DISTRICT NO. 3

22501

MEMORANDUM BILL 40

TREASURER'S OFFICE

ANNE ARUNDEL COUNTY, MARYLAND

YEAR	LOCATION	DESCRIPTION	ASSESSMENT	TAXES ON ASSESSMENTS SHOWN COUNTY	STATE	TOTAL
1940				13 50	1 50	
		Part Payment				
		On Acct		13 50	1 50	15 00

THIS FORM TO BE USED FOR PARTIAL PAYMENTS, (PAYMENTS MADE ON SMALLER UNITS, BUT WHICH ARE A PART OF THE TOTAL ASSESSMENT). PARTIAL PAYMENTS WILL NOT PREVENT THE SALE OF PROPERTY FOR TAXES.

DATE PAID 7/24/40

J. A. Martin
TREASURER

Jefferson Phipps, "Est"
Mt. Arnold
26 ac & 2 mp.

DO NOT DETACH THIS STUB

TAX LEVY— District No. 3 1940

TO COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY AND STATE OF MARYLAND, DR.

OFFICE HOURS
DAILY FROM 8 A.M. TO 3 P.M.
SATURDAY FROM 9 A.M. TO 12 NOON

JOHN M. GREEN, TREASURER
ANNAPOLIS, MARYLAND

MEMORANDUM OF SPECIAL TAXES
THE FOLLOWING IS AN ITEMIZED LIST OF THE CHARGES MAKING UP THE ANY CHARGED AS "SPECIAL TAXES"

SPECIAL TAXES	RATE	AMOUNT
RIVIERA BEACH EROSION BEN. TAX		$
RIVIERA BEACH EROSION DIST. TAX	$1.00	
TYDINGS ON BAY EROSION BEN. TAX		
TYDINGS ON BAY EROSION DIST. TAX	2.25	
GIBSON ISLAND EROSION TAX	.25	
GARBAGE ZONE		
TOTAL SPECIAL TAXES		$

ASSESSMENT REAL & PERSONAL	SPECIAL		TOTAL
1194			1194

FAILURE TO RECEIVE A BILL BY MAIL IS NO EXCUSE FOR NOT PAYING TAXES, INTEREST OR PENALTY.

INDEX NUMBER 22501

Present This Bill With Your Payment

		AMOUNT	DISCOUNT	INTEREST & PENALTY
COUNTY TAX SCHOOL TAX ROAD TAX FIRE DEPT. $2.28	COUNTY REAL & PERSONAL	27.22		60
FOR DETAILS SEE "MEMORANDUM OF SPECIAL TAXES"	SPECIAL REAL & PERSONAL			
$0.2335 ON $100.00	STATE REAL & PERSONAL	2.79	NONE	
	TOTAL TAX	30.01		
	DISCOUNT OR INTEREST	60		
	TOTAL	30.61		

CHECKS ARE RECEIVED ONLY AS A CONVENIENCE TO THE TAXPAYER, AND CREDIT TO THE ACCOUNT WILL NOT BE FINAL UNTIL THE CHECK HAS BEEN PAID TO THE TREASURER BY THE BANK ON WHICH IT HAS BEEN DRAWN. THE OFFICE ASSUMES NO RESPONSIBILITY FOR ANY DELAYS THAT MAY OCCUR BETWEEN THE TIME THE CHECK IS GIVEN AND ITS PRESENTATION TO THE BANK ON WHICH IT IS DRAWN FOR PAYMENT. 68

FOR 1940 TAXES ONLY	DISCOUNT STATE	DISCOUNT COUNTY	INTEREST STATE	INTEREST COUNTY
JAN.		2%		
FEB.		2%		
MAR.			NONE	½%
APR.			NONE	1 %
MAY			NONE	1½%
JUNE			NONE	2 %
JULY	NONE	NONE		2½%
AUG.				3 %
SEPT.				3½%
OCT.			½%	4 %
NOV.			1 %	4½%
DEC.			1½%	5 %

JEFFERSON PHIPPS ESTATE
% JEFFERSON PHIPPS
ARNOLD P O MD

26 ACRES & IMPROVEMENTS
ARNOLD

DO NOT DETACH THIS STUB

TAX LEVY—District No. 3

TO COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY AND STATE OF MARYLAND, DR.

1939

OFFICE HOURS
DAILY FROM 8 A.M. TO 3 P.M.
SATURDAY FROM 8 A.M. TO 12 NOON

JOSEPH H. PEPPER, TREASURER
ANNAPOLIS, MARYLAND

ASSESSMENT			
REAL & PERSONAL	SPECIAL	INTANGIBLE	TOTAL
$1194			$1194

FAILURE TO RECEIVE A BILL BY MAIL IS NO EXCUSE FOR NOT PAYING TAXES, INTEREST OR PENALTY.

INDEX NUMBER 28774

MEMORANDUM OF SPECIAL TAXES
THE FOLLOWING IS AN ITEMIZED LIST OF THE CHARGES MAKING UP THE AMT. CHARGED AS "SPECIAL TAXES"

SPECIAL TAXES	RATE	AMOUNT
RIVIERA BEACH EROSION BEN. TAX		$
RIVIERA BEACH EROSION DIST. TAX	$1.80	
TYDINGS ON BAY EROSION BEN. TAX		
TYDINGS ON BAY EROSION DIST. TAX	2.50	
GIBSON ISLAND EROSION TAX	.25	
GARBAGE ZONE		
TOTAL SPECIAL TAXES		$

RETAIN THIS BILL, MAIL WITH YOUR CHECK: OR PRESENT WITH YOUR PAYMENT

		AMOUNT	DISCOUNT	INTEREST & PENALTY
COUNTY TAX, SCHOOL TAX, ROAD TAX, FIRE DEPT. $2.10	COUNTY REAL & PERSONAL	25 07		59
FOR DETAILS SEE "MEMORANDUM OF SPECIAL TAXES"	SPECIAL REAL & PERSONAL			
STOCKS, BONDS, ETC. $0.30 ON $100	COUNTY INTANGIBLE			
$0.2335 ON $100.00	STATE REAL & PERSONAL	2 79	NONE	
STOCKS AND BONDS $0.15 ON $100	STATE INTANGIBLE		NONE	
	TOTAL TAX	27 86*		
	DISCOUNT OR INTEREST	59		
	TOTAL	28.45		

CHECKS ARE RECEIVED ONLY AS A CONVENIENCE TO THE TAXPAYER, AND CREDIT TO THE ACCOUNT WILL NOT BE FINAL UNTIL THE CHECK HAS BEEN PAID TO THE TREASURER BY THE BANK ON WHICH IT WAS DRAWN. THE OFFICE ASSUMES NO RESPONSIBILITY FOR ANY DELAYS THAT MAY OCCUR BETWEEN THE TIME THE CHECK IS GIVEN AND ITS PRESENTATION TO THE BANK ON WHICH IT IS DRAWN FOR PAYMENT.

FOR 1939 TAXES ONLY	DISCOUNT STATE	DISCOUNT COUNTY	INTEREST STATE	INTEREST COUNTY
JAN.		2%		
FEB.		5%		
MAR.	M		M	½%
APR.	N		N	1 %
MAY	O		O	1½%
JUNE	N		N	2 %
JULY				2½%
AUG.	M	M		3 %
SEPT.	N	N		3½%
OCT.	O	O	½%	4 %
NOV.	N	N	1 %	4½%
DEC.			1½%	5 %

JEFFERSON PHIPPS ESTATE
% JEFFERSON PHIPPS
ARNOLD P O MD

26 ACRES & IMPROVEMENTS
ARNOLD

DO NOT DETACH THIS STUB

TAX LEVY—District No. 3

TO COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY AND STATE OF MARYLAND, DR.

1938

OFFICE HOURS
DAILY FROM 8 A.M. TO 3 P.M.
SATURDAY FROM 8 A.M. TO 12 NOON

JOSEPH H. PEPPER, TREASURER
ANNAPOLIS, MARYLAND

ASSESSMENT			
REAL & PERSONAL	SPECIAL	INTANGIBLE	TOTAL
$1194			$1194

FAILURE TO RECEIVE A BILL BY MAIL IS NO EXCUSE FOR NOT PAYING TAXES, INTEREST OR PENALTY.

INDEX NUMBER [illegible]

MEMORANDUM OF SPECIAL TAXES
THE FOLLOWING IS AN ITEMIZED LIST OF THE CHARGES MAKING UP THE AMT. CHARGED AS "SPECIAL TAXES"

SPECIAL TAXES	RATE	AMOUNT
RIVIERA BEACH EROSION BEN. TAX		$
RIVIERA BEACH EROSION DIST. TAX	$1.10	
TYDINGS ON BAY EROSION BEN. TAX		
TYDINGS ON BAY EROSION DIST. TAX	2.00	
GIBSON ISLAND EROSION TAX	.32	
GARBAGE ZONE		
TOTAL SPECIAL TAXES		$

RETAIN THIS BILL, MAIL WITH YOUR CHECK: OR PRESENT WITH YOUR PAYMENT

		AMOUNT	DISCOUNT	INTEREST & PENALTY
COUNTY TAX, SCHOOL TAX, ROAD TAX, FIRE DEPT. $1.94	COUNTY REAL & PERSONAL	23 16		
FOR DETAILS SEE "MEMORANDUM OF SPECIAL TAXES"	SPECIAL REAL & PERSONAL			
STOCKS, BONDS, ETC. $0.30 ON $100	COUNTY INTANGIBLE			
$0.23 1/100 ON $100.00	STATE REAL & PERSONAL	2 74	NONE	
STOCKS AND BONDS $0.15 ON $100	STATE INTANGIBLE		NONE	
	TOTAL TAX	25 90*		
	DISCOUNT OR INTEREST			
	TOTAL			

CHECKS ARE RECEIVED ONLY AS A CONVENIENCE TO THE TAXPAYER, AND CREDIT TO THE ACCOUNT WILL NOT BE FINAL UNTIL THE CHECK HAS BEEN PAID TO THE TREASURER BY THE BANK ON WHICH IT WAS DRAWN. THE OFFICE ASSUMES NO RESPONSIBILITY FOR ANY DELAYS THAT MAY OCCUR BETWEEN THE TIME THE CHECK IS GIVEN AND ITS PRESENTATION TO THE BANK ON WHICH IT IS DRAWN FOR PAYMENT.

FOR 1938 TAXES ONLY	DISCOUNT STATE	DISCOUNT COUNTY	INTEREST STATE	INTEREST COUNTY
JAN.		2%		
FEB.		5%		
MAR.	M		M	½%
APR.	N		N	1 %
MAY	O		O	1½%
JUNE	N		N	2 %
JULY				2½%
AUG.	M	M		3 %
SEPT.	N	N		3½%
OCT.	O	O	½%	4 %
NOV.	N	N	1 %	4½%
DEC.			1½%	5 %

LIBER 103 PAGE 477

26 Acres & Imps CASHIER'S STUB Arnold

Jefferson Phipps "Est"
c/o Nicholas V Phipps
Arnold P O Md

TAX LEVY—District No. 3 1936

TO COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY AND STATE OF MARYLAND, DR.

OFFICE HOURS
DAILY FROM 9 A. M. TO 3 P. M.
SATURDAY FROM 9 A. M. TO 12 NOON

JOSEPH H. PEPPER, TREASURER
ANNAPOLIS, MARYLAND

MEMORANDUM OF SPECIAL TAXES
THE FOLLOWING IS AN ITEMIZED LIST OF THE CHARGES MAKING UP THE ANT. CHARGED AS "SPECIAL TAXES"

SPECIAL TAXES	RATE	AMOUNT
RIVIERA BEACH EROSION BENEFIT TAX .		$
RIVIERA BEACH EROSION DIST. TAX . .	1.53	
GARBAGE, ZONE . . .		
TOTAL SPECIAL TAXES		$

DO NOT DETACH STUB

RETAIN THIS BILL, MAIL WITH YOUR CHECK: OR PRESENT WITH YOUR PAYMENT

FOLIO 613
LINE NO. 14

ASSESSMENT 1234

FAILURE TO RECEIVE A BILL BY MAIL IS NO EXCUSE FOR NOT PAYING TAXES, INTEREST OR PENALTY.

		AMOUNT	DISCOUNT	INTEREST & PENALTY
COUNTY TAX SCHOOL TAX ROAD TAX FIRE DEPT. $2.08	COUNTY REAL & PERSONAL	25 67		
FOR DETAILS SEE "MEMORANDUM OF SPECIAL TAXES"	SPECIAL REAL & PERSONAL			
STOCKS, BONDS, ETC. $0.30 ON $100	COUNTY INTANGIBLE			
$0.22 ON $100.00	STATE REAL & PERSONAL	2 71	NONE	
STOCKS AND BONDS $0.15 ON $100.00	STATE INTANGIBLE		NONE	
CHECKS ARE RECEIVED ONLY AS A CONVENIENCE TO THE TAXPAYER, AND CREDIT TO THE ACCOUNT WILL NOT BE FINAL UNTIL THE CHECK HAS BEEN PAID TO THE TREASURER BY THE BANK ON WHICH IT HAS BEEN DRAWN. THE OFFICE ASSUMES NO RESPONSIBILITY FOR ANY DELAYS THAT MAY OCCUR BETWEEN THE TIME THE CHECK IS GIVEN AND ITS PRESENTATION TO THE BANK ON WHICH IT IS DRAWN FOR PAYMENT. TH	TOTAL TAX	28 38*		
	DISCOUNT OR INTEREST			
	TOTAL			

FOR 1936 TAXES ONLY	DISCOUNT STATE	DISCOUNT COUNTY	INTEREST STATE	INTEREST COUNTY
JAN.		2%		
FEB.		2%		
MAR.				1/2%
APR.	NONE		NONE	1 %
MAY		NONE		1 1/2%
JUNE				2 %
JULY				2 1/2%
AUG.				3 %
SEPT.				3 1/2%
OCT.			1/2%	4 %
NOV.			1 %	4 1/2%
DEC.			1 1/2%	5 %

26 Acres & Imps CASHIER'S STUB

Jefferson Phipps Est

TAX LEVY DISTRICT No. 3 1935

TO COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY AND STATE OF MARYLAND, DR.

DO NOT DETACH STUB

FOLIO V 73
LINE NO. 1

C. ALBERT HODGES, TREASURER
ANNAPOLIS, MARYLAND

RETAIN THIS BILL, MAIL WITH YOUR CHECK: OR PRESENT WITH YOUR PAYMENT

ASSESSMENT 1234

		AMOUNT	DISCOUNT	INTEREST & PENALTY
COUNTY TAX SCHOOL TAX ROAD TAX FIRE DEPT. $1.87	COUNTY REAL & PERSONAL	2308		69
GIBSON ISLAND EROSION WORK $0.40 PER $100	SPECIAL REAL & PERSONAL			
STOCKS, BONDS, ETC. $0.30 ON $100	COUNTY INTANGIBLE			
$0.22 ON $100.00	STATE REAL & PERSONAL	271	NONE	
STOCKS AND BONDS $0.15 ON $100	STATE INTANGIBLE		NONE	
INTEREST FROM APRIL 1ST. 1935 ON COUNTY CHARGES 2% DISCOUNT IF PAID IN FULL BEFORE APRIL 1ST, 1935. INTEREST ON STATE CHARGES FROM OCTOBER 1ST. 1935, AT RATE 6% ANNUM. NO DISCOUNT. 73	TOTAL TAX	2579		
	DISCOUNT OR INTEREST	69		
	TOTAL	2648		

OFFICE OPEN DAILY
(Except Sundays and Holidays)
From 9 A. M. to 3 P. M.

THIS BILL COVERS FISCAL YEAR
January 1, 1935
to
December 31, 1935

LIBER 103 PAGE 478

3

Jefferson Phipps Est

ARREARS TAX BILL
REAL, PERSONAL AND INTANGIBLE

TO COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY AND STATE OF MARYLAND, DR.

C. ALBERT HODGES TREASURER

CLASS	YEAR 1934 BASIS	YEAR 1934 TAXES	YEAR 1934 INT.	YEAR BASIS	YEAR TAXES	YEAR INT.	YEAR BASIS	YEAR TAXES	YEAR INT.	TOTALS YEAR	TOTALS CLASS	TOTALS AMOUNT
COUNTY R. & P.	1234	2209	198								TAX	
COUNTY SPECIAL											INT.	
COUNTY INTG.											TAX	
STATE R. & P.		272	16								INT.	
STATE INTG.											TAX	
											INT.	
TOTAL TAX		2481	214							TOTAL TAX		
		214								ADVER'T'G		
TOTAL		2895								TOTAL		

FOLIO 520

№ 61338

Received of Jefferson Phipps Estate

ANNAPOLIS, MD., July 29/34

For Account of County Commissioners of Anne Arundel County:—

TAX LEVY 1934

DISTRICT No. 3

For County, School and Road Taxes	1234	16	42	
" County Tax on Stocks and Bonds				
" Arundel-on-the-Bay Tax				
" Highland Beach Tax				
" Herald Harbor Tax				
" Sinking Fund for Sanitary Comm. Bonds				
" Water Bonds, 1st Prec., Fifth District				
" Insolvency Taxes				
" Interest (County)		32	16	10

For Account of the State of Maryland:—

For State Taxes (Real and Personal)			3	09
" State Taxes (Securities)				
" Insolvency Taxes				
" Interest (State)				
" Survey	4	00		
" Advertising	2	00		
" Cost of Levy and Serving Notice for State Tax	2	00		
" Examination of Title	2	00		
Add Additional Cost in Circuit Court for Reporting, Ratifying and Auditing Sales				
			19.	19

COLLECTOR AND TREASURER.

19..... Per ..... Deputy.

FOLIO 520

DISTRICT No. 3

See Other Side

☞ Office Open Daily (Except Sunday and Holidays) from 9 A. M. to 3 P. M. ☜
Covering Fiscal Year July 1, 1931 to December 31, 1931

TAX LEVY, 1931
District No. 3

C. ALBERT HODGES, Treasurer
ANNAPOLIS, MD.

Mr. Jefferson Phipps Est.

To County Commissioners of Anne Arundel County, *Dr.*

For County Tax, 43 cts. per $100
" Road " 40 " " "
" School " 50 " " " } $1.33 on Ass't of $ 1234 — 16 44

" Sinking Fund for Sanitary Commission Bonds, .02½ per $100 - - -
" County Tax on Stocks, Bonds, etc., 15 cts. per $100 on $

Interest from October 1, 1931 - - - - - - - - 8 32
2% Discount if paid in full before October 1, 1931 — 16 10

Mr.

To The State of Maryland, *Dr.*

For State Taxes 25 cts. per $100 on Assessment of $
For State Taxes 15 cts. per $100 on Stocks, Bonds, etc., $ — 3 09

Interest from October 1, 1931 - - - - - - - - - - -
No Discount

Received Payment,
Treasurer

1931 *Per* *Deputy* — 19 19

NOTE.—All real property abutting upon any water, sewer or drainage system operated by the Anne Arundel County Sanitary Commission is subject to benefit assessments which constitute a lien upon such property. Inquiry as to the status of these assessments should be made at the offices of the Sanitary Commission, Glen Burnie, Md., prior to the transfer of any real property in the Sanitary Districts.

LIBER 103 PAGE 480

FOLIO 512 No. 30727

Received of Jefferson Phipps Esq. ANNAPOLIS, MD. July 22, 1930

For Account of County Commissioners of Anne Arundel County:—

TAX LEVY 1930 DISTRICT No. 3

For County, School and Road Taxes	1234		27	52
" *County Tax on Stocks and Bonds*				
" *Arundel-on-the-Bay Tax*				
" *Highland Beach Tax*				
" *Herald Harbor Tax*				
" *Sinking Fund for Sanitary Comm. Bonds*				
" *Water Bonds, 1st Prec., Fifth District*				
" *Insolvency Taxes*				
" *Interest (County)*				

For Account of the State of Maryland:—

For State Taxes (Real and Personal)			30	9
" *State Taxes (Securities)*				
" *Insolvency Taxes*				
" *Interest (State)*				
" *Survey*	4	00		
" *Advertising*	2	00		
" *Cost of Levy and Serving Notice for State Tax*	1	25		
" *Examination of Title*	2	00		
Add Additional Cost in Circuit Court for Reporting, Ratifying and Auditing Sales				
C. Albert Hodges COLLECTOR AND TREASURER.			30	61
19 Per Deputy.				

512

FOLIO..... DISTRICT No. 3 See Other Side

Office Open Daily (Except Sunday and Holidays) from 9 A. M. to 3 P. M.
Covering Fiscal Year July 1, 1930 to June 30, 1931

TAX LEVY, 1930
District No. 3

C. ALBERT HODGES, Treasurer
ANNAPOLIS, MD.

Mr. Jefferson Phipps Esq

To County Commissioners of Anne Arundel County, *Dr.*

For County Tax, 60 cts. per $100 " Road " 65 " " " " School " 98 " " " } $2.23 on Ass't of $ 1234			27	52
" Sinking Fund for Sanitary Commission Bonds, .05 per $100				
" County Tax on Stocks, Bonds, etc., 30 cts. per $100 on $				
Interest from August 15, 1930				
No Discount				

Mr.

To The State of Maryland, *Dr.*

For State Taxes 25 cts. per $100 on Assessment of $			30	9
For State Taxes 15 cts. per $100 on Stocks, Bonds, etc., $				
Interest from October 1, 1930				
No Discount				
Received Payment, Treasurer			30	61

1930 Per Deputy

NOTE.—All real property abutting upon any water, sewer or drainage system operated by the Anne Arundel County Sanitary Commission is subject to benefit assessments which constitute a lien upon such property. Inquiry as to the status of these assessments should be made at the offices of the Sanitary Commission, Glen Burnie, Md., prior to the transfer of any real property in the Sanitary Districts.

79

№ 5003

FOLIO 525

ANNAPOLIS, MD. Aug 6, 1929

Received of Jefferson Plupps Est

For Account of County Commissioners of Anne Arundel County:—

TAX LEVY 1929 DISTRICT No. 3

For County, School and Road Taxes	1134		26	09
" County Tax on Stocks and Bonds				
" Arundel-on-the-Bay Tax				
" Highland Beach Tax				
" Herald Harbor Tax				
" Sinking Fund for Sanitary Comm. Bonds				
" Water Bonds, 1st Prec., Fifth District				
" Insolvency Taxes				
" Interest (County)				

For Account of the State of Maryland:—

For State Taxes (Real and Personal)			2	92
" State Taxes (Securities)				
" Insolvency Taxes				
" Interest (State)				
" Survey	4	00		
" Advertising	2	00		
" Cost of Levy and Serving Notice for State Tax	1	25		
" Examination of Title	2	00		
Add Additional Cost in Circuit Court for Reporting, Ratifying and Auditing Sales				
C. Albert Hodges, COLLECTOR AND TREASURER.			29	01
19 Per Deputy.				

OK

FOLIO 525 DISTRICT No. 3 See Other Side

Office Open Daily (Except Sunday and Holidays) from 9 A. M. to 12 M.—1 P. M. to 3 P. M.

TAX LEVY, 1929
District No. 3

C. ALBERT HODGES, Treasurer
ANNAPOLIS, MD.

Mr. Jeffrison Plupps Estate

To County Commissioners of Anne Arundel County, Dr.

For County Tax, 60 cts. per $100 / " Road " 75 " " " / " School " 95 " " " } $2.30 on Ass't of $ 1134	26	09		
" Sinking Fund for Sanitary Commission Bonds, .05 per $100				
" County Tax on Stocks, Bonds, etc., 30 cts. per $100 on $				
Interest from August 15, 1929				
No Discount				

Mr.

To The State of Maryland, Dr.

For State Taxes .2574 cts. per $100 on Assessment of $	29	92		
For State Taxes 15 cts. per $100 on Stocks, Bonds, etc., $				
Interest from October 1, 1929				
No Discount				
Received Payment, Treasurer			29	01

192 Per Deputy

NOTE—All real property abutting upon any water, sewer or drainage system operated by the Anne Arundel County Sanitary Commission is subject to benefit assessments which constitute a lien upon such property. Inquiry as to the status of these assessments should be made at the offices of the Sanitary Commission, Glen Burnie, Md., prior to the transfer of any real property in the Sanitary Districts.

HELEN ELIZABETH HANEKE, ET AL	(	NO. 11220 EQUITY
	)	
VS.	(	IN THE CIRCUIT COURT
	)	OF
STEWART JEFFERSON PHIPPS, ET AL	(	ANNE ARUNDEL COUNTY

: : : : : : : :

D E C R E E

This case coming on for hearing, testimony having been taken, the matter having been submitted by Counsel, the proceedings having been read and considered, it appearing to the Court that it is for the best interest and advantage of Neil Douglas Phipps, infant, and Patricia Ann Phipps, infant, and Nicholas Owens Phipps, an incompetent, that the property mentioned in these proceedings; namely, twenty-six (26) acres of land, more or less, near Arnold, in the Third Election District of Anne Arundel County, be sold.

It is thereupon this 9th day of September 1955, by the Circuit Court for Anne Arundel County in Equity, ADJUDGED, ORDERED and DECREED that the property mentioned in these proceedings; namely, twenty-six (26) acres, more or less, near Arnold, and more particularly described in a deed dated December 14, 1872, and recorded among the Land Records of Anne Arundel County in Liber WNW 76, folio 29, from Nicholas Phipps, et al, to Jefferson Phipps and Elizabeth A. Phipps, his wife, be sold and that R. Tilghman Brice, III, 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 a bond to the State of Maryland, executed by himself and a surety or sureties, to be approved by this Court or the Clerk thereof in the penalty of $ 10,000, conditioned for the faithful performance of the trust reposed in him by this Decree, or to be reposed in him by any future Decree or Order in the premises.

He shall then proceed to make said sale, having given notice thereof for three successive weeks by advertisement inserted in some newspaper or

Filed 9 Sept., 1955

+2

newspapers published in Anne Arundel County or such other notice as he shall think proper of the time, place, manner and terms of sale, which shall be cash upon ratification of the sale or sales by this Court; the said Trustee may require at least ten (10%) percent of the sale price as a deposit on the day of sale; deferred payments to bear interest at the rate of six (6%) percent per annum from the day of sale, taxes, insurance and other assessments shall be adjusted to the day of sale. As soon as may be covenient after any such sale or sales the said Trustee shall return to this Court a full and particular report of his proceedings relative to said sale with an annexed affidavit of the truth thereof and of the fairness of said sale, and on obtaining the Court's ratification of said sale, and upon payment of the whole purchase money, 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, all the right, title, interest and estate of the parties to these proceedings, and the said Trustee shall bring into this Court the money arising from said sale to be distributed under the direction of this Court, after deducting the costs of this suit and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

And be it further ordered that R. Filghman Brice, III, Trustee, be and he is hereby directed to publish NOTICE TO CREDITORS in some newspaper or newspapers published in Anne Arundel County at least once in four successive weeks before the 17th day of October, 1955, requiring persons having claims against Addrienne Phipps, deceased, and Jefferson Phipps, Jr. deceased, to file their claims duly authenticated in this case, on or before December 17, 1955, otherwise they may be excluded from all benefits of said estates.

Benjamin Michaelson
JUDGE

43

Jud. 19017.
TRUSTEE UNDER DECREE.

LIBER 103 PAGE 484 No. 11,220 Equity

11220

Know all Men by these Presents:

THAT WE R. Tilghman Brice, III

of Annapolis, Anne Arundel County, Maryland, as principal, and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of TEN THOUSAND AND NO/100 - - - - - - - - - - - - - - - - - - - Dollars, to be paid to the said State, or its certain attorney; to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 10th day of October in the year of our Lord nineteen hundred and fifty-five.

WHEREAS, the above bounden R. Tilghman Brice, III

by virtue of a decree of the Honorable the Judge of the Circuit Court has been appointed trustee to sell Real Estate

mentioned in the proceedings in the case of Helen Elizabeth Hanck

vs. Stewart Jefferson Phipps, et al

now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden R. Tilghman Brice, III

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 } R. Tilghman Brice [SEAL]

Elleanor L. Owings [SEAL]

MARYLAND CASUALTY COMPANY,

By Chas. F. Lee, Jr.

of Charles F. Lee & Co., Inc. ~~President.~~ AGENT

ATTEST: Edward C. Lee

Secretary.

Approved, this 18 October, 1955.
George T. Cromwell, Clerk.

Filed 18 Oct., 1955.

84

GEORGE W. SCIBLE Auctioneer

TRUSTEE'S SALE

of valuable

REAL ESTATE

located near

Arnold, Anne Arundel County

Maryland

By virtue of the Decree of the Circuit Court for Anne Arundel County dated the Eighth day of September 1955, in a cause in said Court entitled Helen Elizabeth Haneke, et al., vs. Stewart Jefferson Phipps, et al, being No. 11220, Equity, the undersigned will offer for public sale at the Court House door in the City of Annapolis on the Eighteenth day of October 1955, at 11:00 o'clock A.M., all that piece or parcel of land lying and being near Arnold, in the Third Election District of Anne Arundel County, containing 26 acres, said property being more particularly described in a deed dated December 14, 1872, and recorded among the Land Records of Anne Arundel County in Liber WNW 76, folio 29, from Nicholas Phipps, et al, to Jefferson Phipps and Elizabeth A. Phipps, his wife.

Said property is improved by a frame dwelling and several old buildings.

TERMS OF SALE: A deposit of ten (10%) percent of the sale price shall be made on the day of sale, deferred payments to bear interest at the rate of six (6%) percent per annum from the day of sale.

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

For further particulars, inquire of the undersigned.

R. TILGHMAN BRICE, III
Trustee, No. 11220, Equity
Lee Building, Annapolis, Maryland

85

Filed 9 Nov. 1955

I HEREBY CERTIFY, That I have this Eighteenth day of October 1955, sold the property described on the reverse side hereof at and for the price of Seven Thousand Four Hundred ($7,400.00) Dollars to Maxmilliam C. Haneke and Helen Elizabeth Haneke, his wife.

George W. Scible
Auctioneer

WE HEREBY CERTIFY, That on this Eighteenth day of October 1955, purchased the property described on the reverse side hereof at and for the price of Seven Thousand Four Hundred ($7,400.00) Dollars and do hereby agree to comply with the terms of sale.

Maxmilliam C. Haneke

Helen Elizabeth Haneke

86

Filed: 9 Nov 1955

HELEN ELIZABETH HANEKE, ET AL)	No. 11220 EQUITY
)	
vs.)	IN THE CIRCUIT COURT
)	
STEWART JEFFERSON PHIPPS, ET AL)	OF
	ANNE ARUNDEL COUNTY

REPORT OF SALE

To the Honorable, the Judges of said Court:

The Report of R. Tilghman Brice, III, Trustee, appointed by a decree of this Court passed in the above entitled case dated the 8th day of September, 1955 to make sale of certain real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of his trust with surety duly approved by the Clerk of this Court and after having complied with all of the other pre-requisites 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 Maryland Gazette, a newspaper published in Anne Arundel County for three successive weeks before the day of sale, he did, pursuant to said notice, attend at the Court House door in the City of Annapolis, Anne Arundel County, State of Maryland on the 18th day of October, in the year nineteen hundred and fifty-five at 11:00 o'clock, A.M. and then and there proceded to sell said property in manner following, that is to say:

Your trustee offered at public sale to the highest bidder the property mentioned in said decree situated in the Third Election District of Anne Arundel County, State of Maryland and described as containing twenty-six (26) acres more or less near Arnold and more particularly described in a Deed dated December 14, 1872 and recorded among the Land Records of Anne Arundel County in Liber WNW No. 76, folio 29 from Nicholas Phipps, et al to Jefferson Phipps and Elizabeth A. Phipps, his wife, together with all the improvements thereon and all appurtenances thereto and did sell the property hereinabove described unto Maxmilliam C. Haneke and Helen Elizabeth Haneke,

87

Filed: 9 Nov. 1955

his wife, at and for the sum of Seven Thousand Four Hundred ($7,400.00) Dollars, they being at that sum, the highest bidder therefor.

And your trustee files herewith, a copy of the advertisement of sale upon which is endorsed a certificate of the auctioneer as to said sale and a certificate of the purchasers agreeing to comply with the terms of sale.

ALL of which is respectfully submitted.

R. Tilghman Brice, III
Trustee

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

I HEREBY CERTIFY, That on this 8th day of November, in the year nineteen hundred and fifty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared R. Tilghman Brice, III, Trustee named in the decree in these procedings and made oath in due form of law that the matters and things set out in the foregoing Report of Sale are true as therein stated, and that the sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Barbara Ann Jones
Notary Public.
Barbara Ann Jones

88

ORDER NISI

LIBER 103, PAGE 489

Helen Elizabeth Haneke,
Maxmillian C. Haneke, her husband

versus

Stewart Jefferson Phipps,
Agnes Lerp Phipps, his wife, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,220 Equity

Ordered, this 9th day of November, 1955, That the sale of the real estate in these proceedings mentioned made and reported by R. Tilghman Brice, III Trustee, ,

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

The report states that the amount of sale was $7,400.00.

George J. Cromwell Clerk.

True Copy.

TEST: Clerk.

(Final Order)

Filed 9 Nov., 1955.

Helen Elizabeth Haneke
Maxmillian C. Haneke, her husband

versus

Stewart Jefferson Phipps,
Agnes Lerp Phipps, his wife, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 23d day of December, 1955, 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.

89

Filed 23 Dec., 1955.

LIBER 103, PAGE 490

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. 11,220 Equity

HELEN ELIZABETH HANEKE Maximilian C. Haneke, her husband
Vs.
STEWART JEFFERSON PHIPPS, AGNES LEEE PHIPPS, his wife, et al.

Ordered, this 9th day of November, 1955, That the sale of the real estate in these proceedings mentioned made and reported by R. Tilghman Brice, III Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19th 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 day of December next.

The report states that the amount of sale was $7,400.00.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

d-8

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 19, 1955

We hereby certify, that the annexed Order Nisi - Eq. 11,220

Helen Elizabeth Haneke

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 19th day of December, 1955. The first insertion being made the 17th day of November, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M.G. 1617

Filed DEC 23 1955

90

No. 11,220 EQUITY
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
HELEN ELIZABETH HANEKE, MAX-MILLIAM C. HANEKE, her husband, Arnold, Maryland
Vs.
STEWART JEFFERSON PHIPPS, AGNES LERP PHIPPS, his wife, Shoreacres, Arnold, Maryland
NEIL DOUGLAS PHIPPS, infant, Arnold, Maryland
PATRICIA ANN PHIPPS, infant, Arnold, Maryland
NICHOLAS OWENS PHIPPS, an incompetent, Perry Point Veterans Hospital, Perry Point, Maryland

Notice To Creditors

The undersigned, Trustee to sell the the real estate mentioned in these proceedings, pursuant to an Order of the Circuit Court for Anne Arundel County passed on the Eighth Day of September 1955, hereby gives notice to all persons having claims against the Estate of ADDRIENNE PHIPPS, deceased, and JEFFERSON PHIPPS, JR., deceased, to file their claims, properly authenticated, with the Clerk of the Circuit Court for Anne Arundel County on or before the Fifteenth day of December 1955, otherwise they may be excluded from all benefits of said estates.

R. TILGHMAN BRICE III,
Trustee.
o-6

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 21, 1955

We hereby certify, that the annexed Notice to Creditors Eq. 11,220 Helen Elizabeth Haneke was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 15th day of December, 1955. The first insertion being made the 15th day of September, 1955

THE CAPITAL-GAZETTE PRESS, INC.

No. MG 91 Filed DEC 23 1955 By H. Tilghman

LIBER 103 PAGE 492

In the Case of

Helen Elizabeth Haneke
and husband

vs.

Stewart Jefferson Phipps,
et al

In the

Circuit Court

For

Anne Arundel County

No. 11,220 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.

April 10, 1957

All of which is respectfully submitted.

Laura K. Jickling
Auditor.

FILED
1957 APR 18 AM 11:04

Dr. in ac.

Helen Elizabeth Haneke and Maximillian C. Haneke, her husband
vs. Stewart Jefferson Phipps, et al

To Trustee for Commissions, viz:	257	99		
To Trustee for Fee (Order 4/4/57), viz:	150	00	407	99
To Trustee for Court costs, viz:				
Plaintiffs' Solicitor's appearance fee	10	00		
Defendants' Solicitors' appearance fee	10	00		
Clerk of Court - Court costs	96	00		
Clerk of Court - additional costs	4	75		
Jos. W. Alton, Jr. - Sheriff's costs	13	05		
Chipman W. Cunningham - Examiner's fee	10	00		
Irene Hazel - Stenographer's fee	12	00		
John H. Hopkins, IV. - Guardian ad litem's fee	4	00		
W. Gilbert Gott - Guardian ad litem's fee	4	00		
Auditor - stating this account	27	00	190	80
To Trustee for Expenses, viz:				
Capital-Gazette Press - notice to creditors	8	00		
Capital-Gazette Press - advertising sale	21	57		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Clerk of Court - certified copy of deed	1	50		
Maryland Casualty Co. - 1955 bond premium	40	00		
Maryland Casualty Co. - 1956 bond premium	23	33		
Fred E. Voges and Tilden O. Atwell - appraisal and testimony	25	00		
George W. Scible - auctioneer's fee	50	00		
One-half Federal documentary stamps	4	13		
One-half State documentary stamps	4	12		
Margaret V. Phillips - notary fees	1	50		
Barbara Ann Jones - notary fee		50	193	65
BALANCE FOR DISTRIBUTION - $6,825.55				
Distributed to the heirs at law of Jefferson Phipps, Sr., who died in 1917, viz:				
(1) To Nicholas Owens Phipps, son - one-third	2,275	18		
(2) To heirs of Jefferson Phipps, Jr., son, who died 12/6/47, viz:				
A. Helen Elizabeth Phipps (now Haneke), Widow - two-ninths $ 1,516.79 Less direct inheritance tax 15.17	1,501	62		
B. Stewart Jefferson Phipps, son - seven-twenty-sevenths $ 1,011.19 Less direct inheritance tax 10.11	1,001	08		
C. Neil Douglas Phipps, son - seven-twenty-sevenths $ 1,011.19 Less direct inheritance tax 10.11	1,001	08		
D. Patricia Ann Phipps, daughter - seven-twenty-sevenths $ 1,011.20 Less direct inheritance tax 10.11	1,001	09		
To H. S. Clark, Register of Wills - total direct inheritance tax	45	50	6,825	55
			7,617	90

with

R. Tilghman Brice, III, Trustee

Cr.

1955						
Oct.	18	Proceeds of Sale	7,400	00		
		Interest on deferred payment of $6,660.00 to 6/18/56 - 6 months	199	80	7,599	80
		Refund 1955 State and County taxes ($86.93) - adjusted	18	10	18	10

ORDER NISI

Helen Elizabeth Haneke
and husband

VERSUS

Stewart Jefferson Phipps,
et al

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 11,220 Equity.

ORDERED, This 18th day of April, 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 27th day of May next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 27th day of May next.

George T. Cromwell, Clerk

FILED
1957 April 18 AM 11:40

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 3d day of June, 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 JUN -3 PM 3:27

LIBER 103 PAGE 496

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 28, 1957

We hereby certify, that the annexed Order Nisi Eq. 11,220 Auditor Account Helen Elizabeth Haneke

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 27th day of May, 1957. The first insertion being made the 25th day of April, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,220, Equity

Helen Elizabeth Haneke and husband
Versus
Stewart Jefferson Phipps, et al

Ordered, this 18th day of April, 1957, That the Report and Account of the Auditor, filed this day in the above entitled cause BE HATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 27th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 27th day of May next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

M-9

FILED

1957 JUN -3 AM 10: 58

No. M. G. 11941

96

BYRON EARL MARCUS, INFANT, by ISIDORE Marcus, his uncle and next friend as well as Guardian under an Order of the Orphans' Court of Anne Arundel County, dated March 13, 1956 (said Isidore Marcus resides at 4008 Springdale Avenue Baltimore, Maryland, and the said Byron Earl Marcus, infant is temporarily residing at the same address)	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
Plaintiff	*	IN EQUITY
vs.		No. 11,761
RENA B. MARCUS 5321 Park Heights Avenue Baltimore, Maryland	*	
Defendant		

* * * * *

BILL FOR PARTITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill for Partition of Byron Earl Marcus, infant, by Isidore Marcus, his uncle and next friend as well as Guardian under an Order of the Orphans' Court of Anne Arundel County respectfully shows unto your Honors:

1. That by deed dated the 1st day of November, 1944 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. no. 319 folio 215, the late Edward Marcus and Sara Marcus, his wife, acquired from George R. Stratemeyer and Mary O. Stratemeyer, his wife, the fee simple title to the lot or parcel of ground and improvements in the Second Election District of Anne Arundel County described as follows, that is to say:

"Being a part of lot 'B' as shown on a plat of the property of William M. Owings recorded in Plat Book G. W. No. 1, Section 3, folio 222, said lot being described as follows:

Beginning for the same at an iron pipe found on the

FILED
1956 MAY 31 AM 11:16

southeasterly side of Owings Avenue (now North Glen Avenue) said pipe being distant South nineteen degrees eleven minutes West 180.80 feet from an iron pipe found at the corner formed by the intersection of the southwesterly side of the County Road with the said southeasterly side of Owings Avenue said pipe also marking the divisional line between lots Number twelve (12) and thirteen (13) as shown on the revised drawing 'Subdivision of land opposite Homewood' and running thence along the said side of Owings Avenue North nineteen degrees eleven minutes East 73.10 feet to an iron pipe there set, thence leaving said Avenue and running across lot Number Thirteen (13) of which the lot hereby conveyed is a part South seventy degrees thirteen minutes East 132.51 feet to an iron pipe set marking the divisional line between the lot hereby conveyed and lot Number One on said drawing, thence with the last mentioned divisional line South nineteen degrees eleven minutes West 71.70 feet to an iron pipe found marking the above mentioned divisional line between lots Number 12 and 13, thence with said last mentioned divisional line North seventy degrees forty-nine minutes West 132.50 feet to the point of beginning. Containing 9593 square feet according to survey by Clarence F. Shelley, May, 1936. Being a part of Lot Number Thirteen (13) as designated on the revised "Subdivision of land opposite Homewood.'"

That said deed is filed herewith, marked "Plaintiff's Exhibit A" and is prayed to be taken as part hereof.

2. That by deed dated the 27th day of January, 1951, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. no. 609 folio 183, etc. the late Edward Marcus and Sara Marcus, his wife, acquired from Cleveland L. Null and Ina E. Null, his wife, the fee simple title to the two lots or parcels of ground and improvements in the Second

Election District of Anne Arundel County described as follows:

"All those two lots or parcels of land situated in the second election district of Anne Arundel County, Md., and known and designated as parts of lots number 158 and 159 as shown on a plat of Eastport, which said plat is recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod B-1, Plat #11 (formerly recorded in Plat Book G. W. 1, Sect 1, folio 11), the improvements on which are known as 530 First Street, and more particularly described as follows:

Beginning for the same at the corner formed by the intersection of the northwest side of Chester Ave. with the southwest side of Sixth St., (now First St.) and running thence with the northwest side of Chester Ave. southwesterly 130 feet to the division line of the property heretofore conveyed to Newton S. Fox by James McMillan by deed dated May 4, 1905, and recorded among the land records of Anne Arundel county in Liber G. W. 41, folio 400, and running from thence at right angles to said Chester Ave. and with said division line northwesterly 82 feet to the division line of the lot of ground heretofore conveyed to Wm. H. Meade and wife by Richard G. Meade and wife, by deed dated October 3, 1919 and recorded among the said land records in Liber W. N. W. 20, folio 58, thence with said division line northeasterly 130 feet to the southwest side of Sixth St. (now First St.) thence with the same southeasterly 82 feet to the place of beginning."

That a certified copy of said deed is filed herewith marked, "Plaintiff's Exhibit B" and is prayed to be taken as part hereof.

3. That by deed dated the 31st day of May, 1952, and recorded among the Land Records of Anne Arundel County in Liber J. H. H.

3

no. 686 folio 258, the late Edward Marcus and Sara Marcus, his wife, acquired from Elmer B. Potter, single, the fee simple title to the lot or parcel of ground and improvements in the Second Election District of Anne Arundel County described as follows:

All that lot or parcel of land situate, lying and being in the Second Election District of Anne Arundel County, Maryland, being designated as Lot No. 20, Section 2, as shown on a plat entitled "Plat of Part of Bay Ridge, Anne Arundel, County, Maryland", and recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod J, Plat 13, (formerly recorded in W.N.W. 3, folio 13), said lot having a frontage of 50.05 ft. on Lake Drive and running back to the waters of Lake Ogleton."

That said deed is filed herewith marked, "Plaintiff's Exhibit C" and is prayed to be taken as part hereof.

4. That Byron Earl Marcus, infant, the Plaintiff, is temporarily residing at 4008 Springdale Avenue, Baltimore, Maryland, with Isidore Marcus, his uncle and next friend as well as Guardian under an Order of the Orphans' Court of Anne Arundel County dated March 13, 1956.

5. That the address of the Defendant, Rena B. Marcus, is 5321 Park Heights Avenue, Baltimore, Maryland.

6. That the late Edward Marcus and Sara Marcus, his wife, were the father and mother of the Plaintiff, Byron Earl Marcus, infant.

That the late Sara Marcus departed this life on the 28th day of May, 1953, and the late Edward Marcus departed this life on the 12th day of January, 1956.

7. That the late Edward Marcus left a Last Will and Testament

4

which provides as follows:

"I, Edward Marcus, of Anne Arundel County, Maryland, being of sound and disposing mind and memory and desiring to make provision for my only son, Byron Earl Marcus, do hereby make, publish and declare, this to be my Last Will and Testament, hereby expressly revoking any Will or Wills by me heretofore made.

In the event of my death my entire estate, meaning property and any monies, shall go to my only son, Byron Earl Marcus.

If, at the time of my death Byron Earl Marcus is a minor, I appoint as Guardians and trustee, Benjamin B. Shapiro, David A. Shapiro, Henry Marcus, Isidore Marcus, and Meyer D. Levin, or survivor of them for my son during his minority.

In addition to the duties ordinarily exercised by guardians and trustees, I trust they will guide Byron in the same way they would if he were their own son, including guidance regarding matriculation at college, choosing a profession, occupation or business. But Byron is to be consulted on all decisions and his viewpoint seriously considered.

And Byron is to seriously consider the advice of the above mentioned guardians.

In the event of the simultaneous death of my son, Byron, and myself, then I give and devise all my property at that time remaining - real, personal and mixed, unto the following:

Three-quarters of my entire estate to be divided equally among the following:

Isidore and Rachel Marcus

Anna Nelson, if living, otherwise her son, Joseph Nelson or his heirs

5

Dorothy and Max Feinstein, or survivor or heirs

Henry Marcus, if living, otherwise to the above surviving groups.

The remaining one-quarter of my estate to be divided among the following:

Meyer D. Levin or heirs

Benjamin B. Shapiro or heirs

David A. Shapiro or heirs

Witness my hand and seal at Annapolis, Md., this 6th day of April, 1954.

/s/ EDWARD MARCUS (SEAL

Witness /s/ LILLIAN WEEKS

Witness /s/ BERTHA CHRISTY

8. That the late Edward Marcus married the Defendant, Rena B. Marcus, in May, 1955.

9. That said real estate is not susceptible to partition without material loss and injury to the parties entitled to interests therein as above stated; and that in order to make a division of said interests, it will be necessary that said real estate be sold and the proceeds thereof divided between the parties hereto according to their respective rights and interests.

TO THE END THEREFORE:

(a) That a decree may be passed for the sale of said real estate mentioned in this Bill of Partition.

(b) That the proceeds of said sale, after the payment of the costs and expenses incident thereto, may be distributed between the Plaintiff and the Defendant according to their respective rights

6

and interests.

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

AND AS IN DUTY BOUND, etc.

Isidore Marcus
Isidore Marcus, uncle and next friend as well as Guardian of Byron Earl Marcus, Infant, Plaintiff

Ginsberg & Ginsberg
Ginsberg & Ginsberg
914-916 Garrett Building
Baltimore 2, Maryland

Solicitors for Plaintiff

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I hereby certify that on this 25th day of May, 1956, before me the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Isidore Marcus, uncle and next friend as well as Guardian of Byron Earl Marcus, infant, Plaintiff, under an order of the Orphans' Court of Anne Arundel County, dated March 13, 1956, and made oath in due form of law that the matters and facts set forth in the foregoing Bill of Partition are true to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Mercedes Gordon
Notary Public

MY COMMISSION EXPIRES MAY 6th 1957

'LE DEED—Code—City or County

Deed, Made this — 1st day of November

year one thousand nine hundred and forty-four, by and between George R. Stratemeyer and Mary O. Stratemeyer, his wife,

of Anne Arundel County, in the State of Maryland, of the first part, and Edward Marcus and Sara Marcus, his wife, of the County and State aforesaid,

e second part.

, that in consideration of the sum of five - - - - - - - - - - - - - - - - Dollars,

and other valuable considerations, receipt whereof is herewith acknowledged,

the said George R. Stratemeyer and Mary O. Stratemeyer, his wife,

do grant and convey unto the said Edward Marcus and Sara Marcus, his wife, as tenants by the entireties, their

heirs and assigns, in fee simple, all that lot of ground, situate, lying and being in Second Election District, Anne Arundel County, aforesaid, and described as follows, that is to say:—

~~Beginning for the~~

Being a part of lot " B " as shown on a plat of the property of William M. Owings recorded in Plat Book G. W. No. 1, Section 3, folio 222, said lot being described as follows: Beginning for the same at an iron pipe found on the southeasterly side of Owings Avenue (now North Glen Avenue) said pipe being distant South nineteen degrees eleven minutes West 180.80 feet from an iron pipe found at the corner formed by the intersection of the southwesterly side of the County Road with the said southeasterly side of Owings Avenue said pipe also marking the divisional line between lots Number twelve (12) and thirteen (13) as shown on the revised drawing " Subdivision of land opposite Homewood "

Filed 26 July 1956

FILED 1956 MAY 31 AM 11:16

FILED 1956 JUL 26 AM 8:51

Plaintiff's Exhibit a

Examiner's Exhibit No. 3 Marcus v Marcus Equity 11,761 John J. Rowe Jr. Examiner

and running thence along the said side of Owings Avenue North nineteen degrees eleven minutes East 73.10 feet to an iron pipe there set, thence leaving said Avenue and running across lot Number Thirteen (13) of which the lot hereby conveyed is a part South seventy degrees thirteen minutes East 132.51 feet to an iron pipe set marking the divisional line between the lot hereby conveyed and lot Number One on said drawing, thence with the last mentioned divisional line South nineteen degrees eleven minutes West 71.70 feet to an iron pipe found marking the above mentioned divisional line between lots Number 12 and 13, thence with said last mentioned divisional line North seventy degrees forty-nine minutes West 132.50 feet to the point of beginning. Containing 9593 square feet according to survey by Clarence F. Shelley, May, 1936. Being a part of Lot Number Thirteen (13) as designated on the revised"Subdivision of land opposite Homewood ".

Being the same land which by deed dated October 30, 1936 and recorded among the Land Records of Anne Arundel County in Liber F. A. M. Number 156, folio 271, was conveyed to the grantors herein by Edward C. Erisman and Ida May Erisman, his wife.

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

To Have and To Hold the said lot of ground and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Edward Marcus and Sara Marcus, his wife, as tenants by the entireties, their

heirs and assigns, in fee simple.

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

Witness the hand and seal of said grantors.

TEST:

Lillian M. Fine
Lillian M. Fine

George R. Stratemeyer (SEAL)
George R. Stratemeyer

Mary O. Stratemeyer (SEAL)
Mary O. Stratemeyer,

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

I HEREBY CERTIFY, That on this 1st day of November in the year one thousand nine hundred and forty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George R. Stratemyer and Mary O. Stratemeyer, his wife

the above named grantor s, and they each acknowledged the foregoing Deed to be their act.

As Witness my hand and Notarial Seal.

Lillian M. Fine
Lillian M. Fine Notary Public.

DEED

TAXES PAID TO DEC. 31, 1944
FROM JAMES A. WALTON Treas.

George R. Stratemeyer and

Mary O. Stratemeyer, his wife

TO

Edward Marcus and

Sara Marcus, his wife

Part of Lot 13-Southeast side North ~~BLOCK NO.~~ Glen Avenue opposite Homewood Tract

Received for Record 2 Nov., 1944 at 2:20 o'clock P.M. Same day recorded in Liber J.H.H. No. 319 Folio 215 &c., one of the Land Records of ~~Baltimore~~ Anne Arundel County, and examined per John H. Hopkins, 3rd Clerk.

Cost of Record, $

2.75
.75
3.25

The Daily Record Company, Baltimore, Md. Paid

Plaintiff's Exhibit A

Cons 1000.00
mtge 3000.00

I hereby certify that the property [illegible] in this deed has been transferred as provided by act 1920.
R. Harry Arnold, Clerk

THIS DEED, made this 27th day of January, in the year Nineteen Hundred and fifty-one (1951), by and between Cleveland L. Null and Ina E. Null, his wife, now residing in Medford, Massachusetts, parties of the first part, hereinafter called "GRANTORS"; and Edward Marcus and Sara Marcus, his wife, of Anne Arundel County, Maryland, parties of the second part, hereinafter called "GRANTEES".

WITNESSETH: That for and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable considerations, the receipt whereof in full is hereby acknowledged, the said GRANTORS do hereby grant and convey unto the said GRANTEES, as tenants by the entireties, their heirs and assigns, in fee simple,

All those two lots or parcels of land situate in the Second Election District of Anne Arundel County, Maryland, and known and designated as parts of Lots Numbers 158 and 159 as shown on a plat of Eastport, which said plat is recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod B-1, Plat No. 11 (formerly recorded in Plat Book G.W. 1, Section 1, folio 11), the improvements on which are known as Number 530 First Street, and more particularly described as follows:

Beginning for the same at the corner formed by the intersection of the Northwest side of Chester Avenue with the Southwest side of Sixth Street (now First Street) and running thence with the Northwest side of Chester Avenue, Southwesterly 130 feet to the division line of the property heretofore conveyed to Newton S. Fox by James McMillan by deed dated May 4, 1905, and recorded among the Land Records of Anne Arundel County in Liber G.W. 41, folio 400, and running from thence at right angles to said Chester Avenue and with said division line Northwesterly 82 feet to the division line of the lot of ground heretofore conveyed to William H. Meade and wife by Richard G. Meade and wife, by deed

Examiner's Exhibit No. 2.
Marcus v. Marcus, Equity 11,761
John S. Louis Jr. Examiner

Refiled 26 July 1956
Plaintiff's Exhibit 2

dated October 3, 1919, and recorded among the said Land Records in Liber W.N.W. 20, folio 58, thence with said division line Northeasterly 130 feet to the Southwest side of Sixth Street (now First Street), thence with the same Southeasterly 82 feet to the place of beginning.

Being the same property which was conveyed to the GRANTORS herein by William R. Boehm and Grayson Waterman Boehm, his wife, by deed dated August 20, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 485, folio 391.

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

TO HAVE AND TO HOLD the hereinbefore described property unto and to the proper use and benefit of the said GRANTEES, as tenants by the entireties, their heirs and assigns, in fee simple.

AND the said GRANTORS hereby covenant that they will Warrant Specially the title to the property hereby conveyed, and that they will execute such other and further assurances thereof as may be requisite.

WITNESS the hands and seals of the said GRANTORS.

TEST:

A. David Risman
A. DAVID RISMAN

Cleveland L. Null (SEAL)
Cleveland L. Null

Ina E. Null (SEAL)
Ina E. Null

STATE OF MASSACHUSETTS, Middlesex COUNTY, to wit:-

I hereby certify that on this 27 day of January, 1951, before the subscriber, a Notary Public of the State of Massachusetts, in and for the County aforesaid, personally appeared Cleveland L. Null and Ina E. Null, his wife, and acknowledged the foregoing deed to be their act.

Witness my hand and Notarial Seal,

Recorded: January 30, 1951
at 3 P.M.

A. David Risman
A. DAVID RISMAN Notary Public

13

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. 609, folio 183, 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 May, 1956.

George T. Cromwell

George T. Cromwell, Clerk

THIS DEED, made this 31st day of May, 1952, by and between Elmer B. Potter, single, party of the first part and Edward Marcus and Sara Marcus, his wife, 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 Elmer B. Potter, Single, does hereby grant and convey to and unto Edward Marcus and Sara . Marcus, his wife, their heirs and assigns, in fee simple, as tenants by the entireties, the following described property.

All that lot or parcel of land situate, lying and being in the Second Election District of Anne Arundel County, Maryland, being designated as Lot No. 20, Section 2, as shown on a plat entitled "Plat of Part of Bay Ridge, Anne Arundel County, Maryland", and recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod J, Plat 13, (formerly recorded in W.N.W. 3, folio 13), said lot having a frontage of 50.05 ft. on Lake Drive and running back to the waters of Lake Ogleton.

BEING the same property which was conveyed unto the said Elmer B. Potter, Single, from Alvin W. Slayden and Louise J. Slayden, his wife, by deed dated April 13th, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 464, folio 323.

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

TO HAVE AND TO HOLD the above described property to and unto the proper use and benefit of the said Grantees, as tenants by the entireties, their heirs and assigns, in fee simple; SUBJECT, HOWEVER, to the conditions and restrictions of record.

AND the said Grantor hereby covenants that he will Warrant Specially the property hereby conveyed, and will execute such other and further assurances of the same as may be requisite.

Witness the hand and seal of the said Grantor.

Witness:

Louis M. Strauss

Louis M. Strauss

Elmer B. Potter (SEAL)

Elmer B. Potter

FILED

1956 MAY 31 AM 11:16

FILED

1956 JUL 26 PM 3:50

Examiner's Exhibit No. 1
Marcus v. Marcus
Equity No 11,764

Refiled 26 July 1956

LIBER 103 PAGE 512

LIBER 686 PAGE 259

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 31st day of May, 1952, before me, the subscriber, a Notary Public of the State of Maryland and the County aforesaid, personally appeared Elmer B. Potter, Single, and he acknowledged the aforegoing deed to be his act.

Witness my hand and Notarial seal.

Mildred F. Bean
Mildred F. Bean Notary Public

Recorded-31st-May-1952-at-10:45-A.M.

16

JOSEPH H. GRISCOM SR., TREAS.
TAXES
PAID TO
DEC. 31-1952

DEED

From

Elmer B. Potter, Single

To

Edward Marcus and
Sara . Marcus, his wife

Lot 20, Section 2, as shown on "Plat of Part of Bay Ridge, Anne Arundel County, Md." in the Second Election District.

Received for Record 31 Day of May 1952, at 10-45 A.M and the same day recorded in Liber J.H.H. No. 686 Fo. 258, Land Records of Anne Arundel County.

John M. Hopkins 3 Clerk

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

Plaintiff's Exhibit C

BYRON EARL MARCUS, Infant, by ISIDORE MARCUS, his uncle and next friend as well as Guardian under an Order of the Orphans' Court of Anne Arundel County, dated March 13, 1956 (said Isidore Marcus resides at 4008 Springdale Avenue Baltimore, Maryland, and the said Byron Earl Marcus, infant, is temporarily residing at the same address)

Plaintiff

vs.

RENA B. MARCUS
5321 Park Heights Avenue
Baltimore, Maryland

Defendant

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY

No. 11,761

* * * * *

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Byron Earl Marcus, infant, by Isidore Marcus, his uncle and next friend as well as Guardian under an Order of the Orphans' Court of Anne Arundel County respectfully shows unto your Honors:

1. That on May 31, 1956, these proceedings were instituted by the Petitioner.

2. That the Bill of Complaint prays for the following relief:

"(a) That a decree may be passed for the sale of said real estate mentioned in this Bill of Partition.

(b) That the proceeds of said sale, after the payment of the costs and expenses incident thereto, may be distributed between the Plaintiff and the Defendant according to their respective rights and interests.

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

Examiner's Exhibit No 6
Marcus v. Marcus, Equity No 11,761
John S. Rowe L. Examiner

Refiled 26 July 1956

FILED
1956 JUN 12 PM 12:05

FILED
1956 JUL 26 PM 3:51

18

3. That one of the properties mentioned in the Bill of Complaint is located in the Second Election District of Anne Arundel County, Maryland, and is designated as Lot No. 20, Section 2, as shown on a plat entitled "Plat of Part of Bay Ridge, Anne Arundel County, Maryland" and recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod J, Plat 13, (formerly recorded in W. N. W. 3, folio 13) said lot having a frontage of 50.05 feet on Lake Drive and running back to the waters of Lake Ogleton. That said lot is referred to in Paragraph 3 of said Bill of Complaint and is the same lot described in "Plaintiff's Exhibit C" filed with the Bill of Complaint.

4. That Capital City Building & Loan Association, Inc., a body corporate, holds a mortgage on the property described above. That on or about June 7, 1956, the said Capital City Building & Loan Association, Inc., a body corporate, instituted foreclosure proceedings on the said property in the Circuit Court for Anne Arundel County.

5. That this Honorable Court had already assumed jurisdiction over the subject matter of the said property when the Partition proceeding was instituted on May 31, 1956. That the rights of the mortgagee are protected in the distribution of the proceeds of the sale.

That the Plaintiff desires to make Capital City Building & Loan Association, Inc., a body corporate, a party defendant to these proceedings.

WHEREFORE your Petitioner respectfully prays that Capital City Building & Loan Association, Inc., a body corporate, be made a party defendant to these proceedings to the same extent as if it had been named Defendant in the original Bill for Partition, and that the said Capital City Building & Loan Association, Inc., a body corporate, be

19

restrained and enjoined from proceeding further with its foreclosure proceedings.

AND AS IN DUTY BOUND, et c.

Isidore Marcus
Isidore Marcus, uncle and
next friend as well as Guardian of
Byron Earl Marcus, Infant, Plaintiff

Ginsberg & Ginsberg
Ginsberg & Ginsberg
914-916 Garrett Building
Baltimore 2, Maryland

Solicitors for Plaintiff

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I hereby certify that on this 11th day of June, 1956, before me the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Isidore Marcus, uncle and next friend as well as Guardian of Byron Earl Marcus, infant, Plaintiff, under an order of the Orphans' Court of Anne Arundel County, dated March 13, 1956, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of his knowledge, information and belief.

AS WITNESS MY hand and Notarial Seal.

Mercedes Jordan Koch
Notary Public
MY COMMISSION EXPIRES JULY 6th, 1957

Upon the foregoing Petition and Affidavit, it is this 12th day of June, 1956, by the Circuit Court for Anne Arundel County, ORDERED that Capital City Building & Loan Association, Inc., a body corporate, be and it is hereby made a party to these proceedings to the same extent as if it had been made a party in the Bill for Partition filed on May 31, 1956, and it is further ORDERED that Capital City Building Building & Loan Association, Inc., a body corporate, show cause on or before the 30th day of June, 1956, why it should not be restrained and enjoined from proceeding with the foreclosure proceedings instituted on June 7, 1956, as this Court had already assumed jurisdiction over the subject matter in the Partition proceedings, provided a copy of the Bill for Partition and a copy of this Petition and Order is served on the Capital City Building & Loan Association, Inc., a body corporate, on or before the 23d day of June, 1956.

Benjamin Michaelson
Judge

FILED
1956 JUN 12 PM 4:02

21

BYRON EARL MARCUS, Infant, etc.	*	IN THE CIRCUIT COURT
Plaintiff	*	FOR
VS.	*	ANNE ARUNDEL COUNTY
RENA B. MARCUS,	*	IN EQUITY
Defendant	*	No. 11,761.

ANSWER TO BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Rena B. Marcus to the Bill of Complaint of Byron Earl Marcus, infant, against her in this Court exhibited, respectfully shows:

1. Answering paragraphs one, two, three, five, six, eight and nine of said Bill of Complaint, this respondent admits the matters and facts therein alleged.

2. Answering paragraph four of said Bill of Complaint, this respondent admits the matters and facts therein alleged, except the allegation as to the residence of the complainant at 4008 Springdale Avenue, Baltimore, Maryland, being a temporary one, of which she has no knowledge.

3. Answering paragraph seven of said Bill of Complaint, this respondent admits that the late Edward Marcus left a paper writing purporting to be his Last Will and Testament, which contains the provisions set out in said paragraph of the Bill of Complaint; but she avers that said paper writing has not yet been admitted to probate.

4. Further answering said Bill of Complaint, this respondent avers that, as the surviving widow of the said Edward Marcus, deceased, she is entitled to an undivided one-third interest in the hereinbefore mentioned properties and/or the proceeds of the sale thereof, regardless of whether the hereinbefore mentioned paper writing is admitted to probate or not.

Examiner's Exhibit No 5
Marcus v. Marcus. Equity No 11,761
John S. Rowe Jr. Examiner

Refiled 20 July 1956

FILED 1956 JUN 15 AM 10:30

FILED 1956 JUL 26 PM 3:51

5. Further answering said Bill of Complaint, this respondent consents to the passage of a decree as therein prayed; and she respectfully suggests to this Honorable Court that Calman A. Levin, Esquire, one of her counsel, be named as Co-Trustee with one of the counsel for the complainant under the decree to be passed herein.

AND AS IN DUTY BOUND, etc.

Ellis Levin
Ellis Levin

Calman A. Levin
Calman A. Levin

Charles J. Levey
Charles J. Levey

Solicitors for Respondent
223 Equitable Bldg.
Baltimore-2-Md.

We hereby certify that we mailed a copy of the aforegoing Answer to Bill of Complaint to Ginsberg & Ginsberg, Solicitors for Plaintiff, at 914-916 Garrett Building, Baltimore 2, Maryland, on June 14th 1956.

Ellis Levin

Calman A. Levin

Charles J. Levey

Solicitors for Respondent

23

BYRON EARL MARCUS, Infant, by ISIDORE MARCUS, his uncle and next friend as well as Guardian under an Order of the Orphans' Court of Anne Arundel County, dated March 13, 1956 (said Isidore Marcus resides at 4008 Springdale Avenue Baltimore, Maryland, and the said Byron Earl Marcus, infant, is temporarily residing at the same address)	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY
Plaintiff	*	
vs.		
RENA B. MARCUS 5321 Park Heights Avenue Baltimore, Maryland	*	No. 11761
Defendant	*	

* * * * *

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Byron Earl Marcus, infant, by Isidore Marcus, his uncle and next friend as well as Guardian under an Order of the Orphans' Court of Anne Arundel County respectfully shows unto your Honors:

1. That on May 31, 1956, these proceedings were instituted by the Petitioner.

2. That the Bill of Complaint prays for the following relief:

"(a) That a decree may be passed for the sale of said real estate mentioned in this Bill of Partition.

(b) That the proceeds of said sale, after the payment of the costs and expenses incident thereto, may be distributed between the Plaintiff and the Defendant according to their respective rights and interests.

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

Examiner's Exhibit No. 7
Marcus v. Marcus Equity No 11,761
John S. Rowe L. Examiner

Refiled July 26, 1956

FILED
1956 JUN 26 AM 10:55

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1956 JUL 26 PM 3:51

3. That one of the properties mentioned in the Bill of Complaint is located in the Second Election District of Anne Arundel County, Maryland, and is designated as Lot No. 20, section 2, as shown on a plat entitled "Plat of Part of Bay Ridge, Anne Arundel County, Maryland" and recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod J, Plat 13, (formerly recorded in W. N. W. 3, folio 13) said lot having a frontage of 50.05 feet on Lake Drive and running back to the waters of Lake Ogleton. That said lot is referred to in Paragraph 3 of said Bill of Complaint and is the same lot described in "Plaintiff's Exhibit C" filed with the Bill of Complaint.

4. That Capital City Building & Loan Association, Inc., a body corporate, holds a mortgage on the property described above. That on or about June 7, 1956, the said Capital City Building & Loan Association, Inc., a body corporate, instituted foreclosure proceedings on the said property in the Circuit Court for Anne Arundel County.

5. That Louis M. Strauss, Attorney named in the aforementioned mortgage, has advertised the said property for sale at public auction at the Circuit Court House door on Church Circle, Annapolis, Maryland, on Friday, June 29, 1956, at 11 A.M., Eastern Daylight Time.

6. That upon Petition filed on the 12th day of June, 1956, this Honorable Court signed an Order in these proceedings as follows:

"Upon the foregoing Petition and Affidavit, it is this 12 day of June, 1956, by the Circuit Court for Anne Arundel County, ORDERED that Capital City Building & Loan Association, Inc., a body corporate, be and it is hereby made a party to these proceedings to the same extent as if it had been made a party in the Bill for Partition filed on May 31, 1956, and it is further ORDERED that Capital City Building & Loan Association, Inc., a body corporate, show cause on or before the

55

30 day of June, 1956, why it should not be restrained and enjoined from proceeding with the foreclosure proceedings instituted on June 7, 1956, as this Court had already assumed jurisdiction over the subject matter in the Partition proceedings, provided a copy of the Bill for Partition and a copy of this Petition and Order is served on the Capital City Building & Loan Association, Inc., a body corporate, on or before the 23rd day of June, 1956."

7. That as this Honorable Court had already assumed jurisdiction over the subject matter of said property when the Partition proceeding was instituted on May 31, 1956, and as the rights of the Mortgagee are protected in the distribution of the proceeds of sale, no further action in the foreclosure proceedings should be taken by the Mortgagee.

That although the Mortgagee has full knowledge of the fpartition: proceedings as it was served with a copy of the Order dated the 12th day of June, 1956, on June 13, 1956, it has indicated through Louis M. Strauss, Attorney named in the Mortgage, that it will proceed with the sale on Friday, June 29, 1956.

Furthermore, counsel for the Petitioner wrote to Louis M. Strauss, Esq. on June 20, 1956, as follows:

"June 20, 1956

Louis M. Strauss, Esq.
124 South Street
Annapolis, Maryland

Re: Marcus, infant, etc.
vs. Marcus
Equity No. 11761
In the Circuit Court for
Anne Arundel County

Dear Louie:

In accordance with our telephone conversation on June 11, 1956, we filed a Petition to make Capital City Building & Loan Asso-

ciation, Inc., a party defendant to the Partition proceedings, and also praying that Capital City Building & Loan Association, Inc. be restrained and enjoined from proceeding further with its foreclosure proceedings.

We assume that you have already received a copy of the papers. However, we are sending you another copy of the Petition for your file.

We assume that you have already notified the newspaper to stop further publication of the proposed foreclosure sale.

With kind personal regards, we are

Very truly yours,

Ginsberg & Ginsberg

BY_____

GG:rc
Enclosure:1 "

WHEREFORE your Petitioner respectfully prays that Capital City Building & Loan Association, Inc., a body corporate, and Louis M. Strauss, Attorney named in the Mortgage, may be restrained and enjoined from proceeding further with the foreclosure proceedings mentioned in the Petition.

AND AS IN DUTY BOUND, etc.

Isidore Marcus
Isidore Marcus, uncle and
next friend as well as Guardian of
Byron Earl Marcus, Infant, Plaintiff-
Petitioners

Ginsberg & Ginsberg
Ginsberg & Ginsberg
914-916 Garrett Building
Baltimore 2, Maryland

Solicitors for Plaintiff-
Petitioner

27

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I hereby certify that on this 25th day of June, 1956, before me the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Isidore Marcus, uncle and next friend as well as Guardian of Byron Earl Marcus, infant, Plaintiff-Petitioner, under an Order of the Orphans' Court of Anne Arundel County, dated March 13, 1956, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

George E. Perry
Notary Public

Upon the foregoing Petition and Affidavit, it is this 26th day of June, 1956, by the Circuit Court for Anne Arundel County, Sitting in Equity, ORDERED that Capital City Building & Loan Association, Inc., a body corporate, and Louis M. Strauss, Attorney named in the Mortgage mentioned in the said Petition, be and they are hereby restrained and enjoined from proceeding with the Mortgage Sale of the property mentioned in the Petition on Friday, June 29, 1956, at 11 A.M., Eastern Daylight Time, with leave to the said Capital City Building & Loan Association, Inc., a body corporate, and Louis M. Strauss, Attorney named in the Mortgage, to move for the dissolution of said restraining Order within 10 days from date, copies of this order to be served on the respondents by the Sheriff of Anne Arundel County, on or before June 28, 1956.

Benjamin Michaelson
Judge.

Filed 1956 June 26th PM 1:34

LIBER 103 PAGE 525

No. 11,761 Equity.

MARYLAND, Sct.

The State of Maryland

To Capital City Building & Loan Association, Inc., a body corporate, and Louis M. Strauss, Attorney named in the Mortgage,

Greeting:

Whereas, Byron Earl Marcus, infant, by Isidore Marcus, his uncle and next friend as well as Guardian under an Order of the Orphans' Court of A.A. Co., has exhibited to us in our Circuit Court of Anne Arundel County his ~~Bill of Complaint~~ Petition for relief in Equity, and for AN INJUNCTION to restrain you the said Capital City Building & Loan Association, Inc., a body corporate, and Louis M. Strauss, Attorney named in the Mortgage, from proceeding further with the foreclosure proceedings mentioned in the Petition

until the matter can be heard and determined in equity.

Now, Therefore, these are to Command and strictly to Enjoin and Prohibit you the said Capital City Building & Loan Association, Inc., a body corporate, and Louis M. Strauss, Attorney named in the Mortgage, mentioned in the said Petition, from proceeding with the Mortgage Sale of the property mentioned in the Petition on Friday, June 29, 1956, at 11 A. M., Eastern Daylight Time, with leave to the said Capital City Building & Loan Association, Inc., a body corporate, and Louis M. Strauss, Attorney named in the Mortgage, to move for the dissolution of said restraining Order within 10 days from date, copies of this order to be served on the respondents by the Sheriff of Anne Arundel County, on or before June 28, 1956.

until the further order of our said Court in the premises.

Witness the Honorable ~~RICHARD P. MELVIN~~ James E. Boylan, Jr, Chief Judge of the said Court, the 7th day of May 1956

Issued the 26th day of June 1956

George T. Cromwell
Clerk

GINSBERG & GINSBERG, ATTORNEYS
Baltimore, Maryland

30

Enjoined Capital Building and Loan Association, Inc. service on Joseph Griscom Sr. President and Louis M. Strauss, this 27th day of June 1956 and left with them a copy of Writ of Injunction, Petition affidavit, court order.

$2.90

Joseph W. Alton, Jr.
Sheriff

No. 11,761 Equity

BYRON EARL MARCUS, Infant by
ISIDORE MARCUS, etc

vs.

RENA B. MARCUS, et al, etc

WRIT OF INJUNCTION

Filed _____ 19

RECEIVED
SHERIFF'S OFFICE-Anne Arundel Co.
JUN 26 1956
A.M. P.M.
8 9 10 11 12 1 2 3 4 5 6

3-6-27-56-AP

31

BYRON EARL MARCUS, Infant, by Isidore Marcus, his uncle and next friend as well as Guardian under an Order of the Orphan's Court of Anne Arundel County, dated March 13, 1956, (said Isidore Marcus resides at 4008 Springdale Avenue, Baltimore, Maryland, and the said Byron Earl Marcus, infant, is temporarily residing at the same address)

Plaintiff

vs.

RENA B. MARCUS,
5321 Park Heights Avenue
Baltimore, Maryland

Defendant

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

No. 11,761

****

ANSWER OF CAPITAL CITY BUILDING & LOAN ASSOCIATION

Now comes the Capital City Building and Loan Association, intervening party in these proceedings, under Order of Court, and admits the allegations contained in paragraphs one, two, three, four, five, six and seven of said Petition, and submits to the jurisdiction of this Court for the sale of this property, covered by a Mortgage of Capital City Building and Loan Association, and represents that the said mortgage balance due your Respondent is more than half the value of the said real estate, and prays this Honorable Court to allow the mortgage claim, Court costs and advertisement costs inasmuch as the said Association had no knowledge of the said Partition proceedings until after the filing of the foreclosure proceedings referred to in the Petition, and that the said Association be otherwise protected and allowed to participate in these proceedings for its benefit and protection.

AND as in duty bound, etc.

CAPITAL CITY BUILDING AND LOAN ASSOCIATION,

By: Joseph H. Griscom Jr.
Joseph H. Griscom-President

Louis M. Strauss,
124 South Street,
Annapolis, Maryland
Solicitor for Association

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Copy delivered to Mossus Gimbrong July 18, 1956

COPY

April 6, 1954 LIBER 103 PAGE 528

LAST WILL AND TESTAMENT OF EDWARD MARCUS

I, Edward Marcus, of Anne Arundel County Maryland, being of sound and disposing mind and memory and desiring to make provision for my only son, Byron Earl Marcus, do hereby make, publish and declare this to be my LAST WILL AND TESTAMENT, hereby expressly revoking any Will or Wills by me heretofore made.

In the event of my death my entire estate, meaning property and any monies, shall go to my only son, Byron Earl Marcus.

If, at the time of my death Byron Earl Marcus is a minor, I appoint as Guardians and trustees, Benjamin B. Shapiro, David A. Shapiro, Henry Marcus, Isidore Marcus and Meyer D. Levin, or survivor of them, for my son during his minority.

In addition to the duties ordinarily exercised by guardians and trustees, I trust they will guide Byron in the same way they would if he were their own son, including guidance regarding matriculation at college, choosing a profession, occupation or business. But Byron is to be consulted on all decisions and his viewpoint seriously considered.

And Byron is to seriously consider the advice of the above mentioned guardians.

In the event of the simultaneous death of my son, Byron, and myself, then I give and devise all my property at that time remaining - real, personal and mixed, unto the following:

Three-quarters of my entire estate to be divided equally among the following:

Isidore and Rachel Marcus
Anna Nelson, if living, otherwise her son, Joseph Nelson or his heirs
Dorothy and Max Feinstein, or survivor or heirs
Henry Marcus, if living, otherwise to the above surviving groups.

The remaining one-quarter of my estate to be divided among the following:

Meyer D. Levin or heirs
Benjamin B. Shapiro or heirs
David A. Shapiro or heirs.

Witness my hand and seal at Annapolis, Md., this 6th day of April, 1954.

Witness /s/ Lillian Weeks
Witness /s/ Bertha Christy (SEAL) /s/ Edward Marcus

Examiner's Exhibit No 4
Marcus v. Marcus, Equity
John S. Rowe Jr. Examiner

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Refiled 20 July 1956

48

BYRON EARL MARCUS, infant, etc.	:	IN
	:	THE CIRCUIT COURT
VS.	:	FOR
RENA B. MARCUS, ET AL.	:	ANNE ARUNDEL COUNTY
	:	No. 11,761 Equity

::::::::::

TESTIMONY ON BEHALF OF THE PLAINTIFF

July 18, 1956

Present:

Mr. Hyman Ginsberg, Solicitor for Plaintiff.

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

Mrs. Katharine H. McCutchan, Court Stenographer.

Witnesses:

T. Carroll Worthington, Pages 2 to 6.

Fred E. Voges, pages 6 to 10.

David A. Shapiro, pages 10 to 13.

Isidore Marcus, pages 14.

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33

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

(Mr. Ginsberg)

1. What is your name?

A. T. Carroll Worthington.

2. What is your address?

A. Towns-Worth Building, South St., Annapolis, Md.

3. What is your occupation?

A. Realtor.

4. How long have you been so engaged?

A. Twenty years.

5. Did you have occasion to go out to see certain property which is involved in these proceedings?

A. I did.

6. Will you tell us about the property located at Bay Ridge?

A. It is known as Lot 20, Section 2, on the Plat of Bay Ridge. It has a frontage of 50.05 feet on Lake Drive with a depth of 216 feet to Lake Ogleton. The house is a bungalow, with partial basement, living room with fireplace, dining room, kitchen, two bedroome, with a large dormitory room in the attic. There is electricity and water in the house. It is heated by a floor furnace. The lot is bulkheaded on the Lake Ogleton side with a wooden bulkhead and it has a pier. The property is in good condition.

7. What, in your opinion, is the fair market value of the property without a forced sale?

A. In my opinion, the value is $10,600.00.

8. Is that at the present time?

A. This week.

9. We have alleged in the Bill of Complaint that the real estate in these proceedings, including this piece of property, is

not susceptible to partition without material loss or injury to the parties in interest, and in order to make a division of said interests, it will be necessary that said real estate be sold, and the proceeds thereof divided between the parties according to their respective rights and interests; is that your opinion?

A. Yes.

10. Is the property you have just described the same property that is contained in a deed that has been filed with the bill of complaint as Plaintiffs' Ex. C?

A. Yes. (Marked Examiner's Ex. 1)

11. Did you have occasion to go out to see the property which is known as 530 First Street, Annapolis, Md.?

A. Yes, about two days ago.

12. Will you describe the property?

A. The property is on the corner of First Street and Chester Avenue and is known as part of Lots 158-159 on the Plat of Eastport, also known as 530 First Street, fronting 75 feet on First Street and with a depth of 130 feet to Chester Avenue. There are nice trees and shrubbery on this property. There is a dwelling and one-car garage in very poor condition. The dwelling is now two apartments and has been ranted for five years. It has the usual utilities, gas, electricity, city water and sewer. It is heated with hot water, oil burner, with Summer and Winter hookup. This property is in fair condition.

13. What is the fair market value of that property at the present time without a forced sale?

A. In my opinion, $12,000.00.

35

14. The Plaintiff says in the bill of complaint that the real estate in this case is not susceptible to partition without material loss and injury to the parties in interest, and in order to divide said interests, it will be necessary that said real estate be sold, and the proceeds thereof divided between the parties according to their respective rights and interests; is that correct?

A. Yes.

15. Is the property you have just described the same property that was conveyed by deed that has been filed with the bill of complaint as Plaintiff's Ex. B?

A. It is. (MARKED EXAMINER'S EX. 2)

16. Did you also have occasion to go out to see the property known as Glen Avenue?

A. Yes, two days ago.

17. Will you describe that property?

A. It is known as 314 North Glen Avenue, part of Lot B, formerly Owings Avenue, fronting 73 feet on North Glen Avenue with an average depth of 132.51 feet. The house is 1½ story cottage with basement, about 20 years old, and in good condition. It has public utilities. It is heated by a gas furnace. It has a one-car garage on the premises.

18. What is the fair market value of that property without looking to a forced sale?

A. In my opinion, $11,000.00.

19. The Plaintiff says in the bill of complaint the property is not susceptible of partition without material loss and injury to the parties in interest, and in order to make division of said interests, the property will have to be sold and the proceeds divided among the parties in interest according to their respective rights and interests; is that correct?

A. Yes.

36

20. Is the property you have just described, the same property that is contained in the deed which has been filed with the bill of complaint as Plaintiff's Ex. A?

A. Yes. (MARKED EXAMINER'S EX. 3)

QUESTION BY THE EXAMINER:

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

Answer.....No.....

Signature.....[signature]

37

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

(Mr. Ginsberg)

1. What is your name?

A. Fred E. Voges.

2. What is your address?

A. 3 Church Circle.

3. What is your business?

A. Real estate.

4. How long have you been in that business?

A. Since July 31, 1933.

5. Did you have occasion recently to inspect the property at Bay Ridge that is the subject of these proceedings?

A. Yes on the morning of July 16, 1956.

6. Will you describe that property?

A. This property is known as Lot 20, Section 2, on the Plat of Bay Ridge. The lot has a frontage of 50.05 feet on Lake Drive and extends to the waters of Lake Ogleton with a depth of 215 feet on one side and 218 feet on the other side. The house is a bungalow with partial basement, living room with fire place, dining room, kitchen, two bedrooms, bath, with one large dormitory room in the attic, screened front and back porch, water and electricity. It is heated by a floor furnace. The waterfront is bulkheaded with a wooden bulk--head. There is a pier five feet wide and twenty-five feet long. The dwelling is in good condition, with condition of small garages only fair.

7. Can you tell us the present value of that property without looking to a forced sale?

A. The present value, without looking to a forced sale, is $10,600.00.

38

8. The bill of complaint says that the real estate in this case is not susceptible to partition without material loss and injury to the parties in interest, and in order to make division of said interests, it will be necessary that said real estate be sold, and the proceeds thereof divided between the parties according to their respective rights and interests; is that correct?

A. It is my opinion that the property cannot be divided and should be sold and the proceed divided among the heirs.

9. Is that the property which is described in the deed which was filed with the bill of complaint as Plaintiff's Ex. C and has been marked as Examiner's Ex. 1?

A. Yes it is.

10. Did you have occasion to examine the property known as 530 First St., Annapolis, Md.?

A. Yes on July 16, 1956.

11. Will you descibe that property?

A. The property is part of Lots 158-159 on the Plat of Horn Point, known as 530 First Street. It fronts 75 feet on First Street going back 130 feet on Chester Avenue. The lot contains nice trees and shrubbery in need of pruning and feeding. The dwelling is in fair condition and the garage in poor condition. It consists of two apartments. The first floor contains living room, dining room, kitchen, pantry, two bedrooms, bath and winterized back porch. This apartment rents for $85.00- $100 a month . The second floor apartment contains small living room, with dining area, kitchan, one bedroom and modern bathroom. This apartment rents for $65.00 a month, partly furnished. It has the usual utilities, gas, electricity, city water and sewer and the heat is hot water oil burner with Summer and Winter hookup. The house is in fair condition.

39

12. In your opinion, what is the fair market value of that property without looking to a forced sale?

A. In my opinion, without looking to a forced sale, the value of the property is $12,000.00.

13. The bill of complaint states that the property is not susceptible of partition without material loss and injury to the parties in interest and in order to make a division of said interests, it is necessary that the property be sold, and the proceeds thereof divided between the parties according to their respective interests and rights; is that correct?

A. Yes.

14. Is the property you have just described the same property that is described in a deed filed with the bill of complaint as Plaintiff's Ex. B and marked Examiner's Ex. 2?

A. Yes it is.

15. Did you have occasion to inspect the property on Glen Avenue?

A. I did, on July 16, 1956.

16. Will you describe that property:

A. This property is known as 314 North Glen Avenue, formerly known as Owings Avenue, and part of Lot 13 of the Owings Tract. It is also located in the vicinity of Germantown School. It fronts 73.12 feet on North Glen Avenue with an average depth of 132.51 feet. The house is 1½ story cottage about 20 years old, in good condition. The first floor contains living room, dining room, kitchen and bath, two bedrooms, two porches and on the second floor, two bedrooms. It has the usual public utilities and is heated by a gas furnace. The other improvements are a garage.

17. What is the fair market value of this property without looking to a forced sale?

A. The value of this properry without looking to a forced sale, is $11,000.00.

40

18. The bill of complaint states that the property is not susceptible of partition without material loss and injury to the parties in interest and in order to make a division of said interests, it is necessary that the property be sold, and the proceeds thereof divided between the parties according to their respective rights and interests; is that correct?

A. That is correct.

19. Is the property you have just described, the same property that is described in a deed filed with the bill of complaint as Plaintiff's Ex. A and marked as Examiner's Ex. 3?

A. Yes it is.

QUESTION BY THE EXAMINER:

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

Answer....No.....

Signature....Fred E. Vogel.....

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

(Mr. Ginsberg)

1. What is your full name?

A. David A. Shapiro.

2. Where do you live?

A. 2520 Oswego Ave., Baltimore.

3. You are the brother of Sara Marcus, who was the wife of the said Edward Marcus by a previous marriage, not his last, is that correct?

A. Yes.

4. When did Sara Marcus die?

A. May 28, 1953.

5. Where did she die?

A. University Hospital, Baltimore.

6. Where did she live at the time of her death?

A. 15 Francis Street, Annapolis, Md.

7. You are the brother-in-law of the late Edward Marcus?

A. Yes.

8. When did he die?

A. January 12, 1956.

9. Where did he die?

A. Annapolis, Md.

10. Is he buried in Annapolis?

A. Yes,

11. When he died, did he leave any children?

A. One son.

12. What is his name?

A. Byron Earl Marcus.

13. How old is he?

A. 18.

14. When was he 18?

A. June 17, 1956.

15. Did he leave a widow?

A. Yes, Rena B. Marcus.

16. When did he remarry?

A. May 10, 1955.

17. Did he leave a will?

A. Yes he did.

18. Is this a copy of the will?

A. Yes.

(COPY OF WILL MARKED EXAMINER'S EX. 4 AND FILED HEREWITH)

19. At the time of the death of Edward Marcus, he left surviving him his son, Byron Earl Marcus, and his widow, Rena B. Marcus, whom he had married May 10, 1955, is that correct?

A. That is correct.

20. Mr. Marcus had borrowed money on two of these pieces of property, is that correct?

A. That's right.

21. Do you know from whom?

A. The Capital Building and Loan Association.

22. On what piece of property?

A. The Bay Ridge property and he borrowed money from the First Federal Savings and Loan Association on 530 First Street.

QUESTION BY THE EXAMINER:

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

Answer No

Signature Daniel A. Shapiro

Isidore Marcus, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Ginsberg)

1. What is your name?

A. Isidore Marcus.

2. Where do you live?

A. 4008 Springdale Ave., Baltimore.

3. You are the brother of the late Edward Marcus and Byron Earl Marcus is your nephew?

A. Yes.

4. Is he temporarily living with you?

A. Yes.

5. You filed this suit as his next friend as well as guardian, under order of the Orphans Court for Anne Arundel County?

A. Yes.

6. When were you appointed guardian?

A. March 18, 1956.

7. You are still his guardian?

A. Yes, I am.

QUESTION BY THE EXAMINER:

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

Answer....No.....

Signature..Isidore Marcus.....

(ANSWER TO BILL OF COMPLAINT FILED IN THESE PROCEEDINGS MARKED EXAMINER'S ex. 5)

(PETITION AND ORDER OF COURT FILED BY PLAINTIFF IN THESE PROCEEDINGS ON June 12, 1956 MARKED EXAMINER'S EX. 6)

(PETITION AND ORDER OF COURT FILED ON BEHALF OF THE PLAINTIFF 26 JUNE 1956 MARKED EXAMINER'S EX. 7)

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

Witness my hand and seal this 26th day of July 1952.

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

J.G.R. $10.00
K.H.McC. $15.00
Pd. 9/20/52
File

15.

*

BYRON EARL MARCUS, INFANT
by ISIDORE MARCUS, his uncle
and next friend as well as
Guardian under an Order of
Orphans' Court of Anne Arundel
County, dated March 13, 1956
(said Isidore Marcus resides at
4008 Springdale Avenue
Baltimore, Maryland, and the
said Byron Earl Marcus, infant,
is temporarily residing at the
same address)

Plaintiff

vs.

RENA B. MARCUS
5321 Park Heights Avenue
Baltimore, Maryland

Defendant

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Equity No. 11,761

* * * * *

DECREE

The Bill of Complaint, Exhibits, Answer and the Testimony in the above entitled case having been submitted the proceedings therein were by the Court read and considered:

It is thereupon this 6th day of August, 1956, by The Circuit Court for Anne Arundel County, Sitting in Equity, ADJUDGED, ORDERED and DECREED, thatthe three pieces of real estate in these proceedings mentioned and described in the Deed dated the 1st day of November, 1944, which Deed is recorded among the Land Records of Anne Arundel County in Liber J.H.H. no. 319, folio 215, which is filed as Plaintiff's Exhibit A; in the Deed dated the 27th day of January, 1951, which Deed is recorded among the Land Records of Anne Arundel County in Liber J.H.H. no. 609, folio 183, and the certified copy of which is filed as Plaintiff's Exhibit B; in the Deed which is dated the 31st day of May, 1952, which Deed is recorded

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47

among the Land Records of Anne Arundel County in Liber J. H. H. no. 686, folio 258, which is filed as Plaintiff's Exhibit C in these proceedings, are not susceptible to partition without material loss and injury to the parties entitled to interests therein, and that in order to make division of said interests, the said three pieces of real estate are hereby directed to be sold at private or public sales.

It is further Adjudged, Ordered and Decreed that Isidore Ginsberg and ~~Colman A. Levin~~ Louis M. Stein be, and they are hereby, appointed Trustees to make said sales after having first filed 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, or the Clerk thereof, in the penalty of Thirty-five Thousand ($35,000) 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, and the manner of their proceedings shall be as follows:

(1) They shall give notice to creditors in accordance with the provisions of Annotated Code of Maryland, 1956 Cumulative Supplement, Article 93, Section 119, Acts of 1955, Chapter 46.

(2) If sold at private sale, they shall sell each of the said three pieces of property for the highest price obtainable but for not less than the appraised value as shown by the testimony in these proceedings, and they shall, at the time of said sale, receive a deposit of 10% of the purchase price of each piece of real estate aforesaid, and the balance upon the ratification of the sales of each of the three pieces of real estate by this Court, the balance of the purchase price to bear

50

interest at the rate of 6% from the date of sale of each of the said three pieces of real estate, and taxes and assessments on each of said three pieces of real estate to be payable by the purchaser from the date of ratification of the sale by this Court, and as soon as may be convenient after any such sale, the said Trustees shall return to this Court a full and particular account of their proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sales; and on obtaining the Court's ratification of each of said sales, and on payment of the whole purchase money (and not before) the said Trustees shall by good and sufficient deed, to be executed, acknowledged and recorded according to law, convey each of said three pieces of real estate to the purchaser or purchasers, his, her or their heirs, 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 sales, to be distributed under the direction of this Court, after deducting the costs of the suit, the expenses of said sales, paying any outstanding mortgages and other liens, and such commission to the 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.

(3) If sold at public sale, then they shall proceed to make such sales having given at least three weeks' notice by advertisement, inserted in such newspaper or newspapers published in Anne Arundel County, as they shall think proper, of the time, place, manner and terms of sale, which shall be a deposit of 10% of the purchase price of each piece of real estate aforesaid at the time of sale and the balance upon the ratification of the sale of each of the three pieces of real estate by this Court, the balance of the purchase price to bear interest at the rate of 6% from the date of sale of each of said three pieces of real estate and taxes and assessments of each of said three pieces of real estate to be payable by the purchaser from the date of the ratification of the sale by this Court, and as soon as may be convenient after any such sale, the said Trustees shall return to this Court a full and particular account of their proceedings relative to the sales; with an affidavit annexed of the truth thereof, and of the fairness of said sales; and on obtaining the Court's ratification of each of said sales, pay-

ment of the whole purchase money (and not before), the said Trustees shall by good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey each of said three pieces of real estate to the purchaser or purchasers, his, her or their heirs, free and clear and discharged from all claim of the parties hereto, Plaintiff and Defendantand 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 sales, to be distributed under the direction of this Court, after deducting the costs of the this suit, the expenses of said sales, paying any outstanding mortgages and other liens, and such commission to the 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.

(4) (a) In the event one or two of the said three pieces of real estate can be sold at private sale, but not all three, the Trustees are hereby authorized to make such sale or sales at private sale in accordance with the provisions of (2) of this Decree and to sell the property or properties which cannot be so sold at public sale or sales.

(b) In the event one or two of the said three pieces of real estate can be sold at public sale, but not all three, the Trustees are hereby authorized to make such sale or sales at public sale in accordance with the provisions of (3) of this Decree and to sell the property or properties which cannot be so sold at private sale or sales.

Benjamin Michaelson
Judge.

BYRON EARL MARCUS, INFANT, by ISIDORE MARCUS, his uncle and next friend as well as Guardian under an Order of Orphans' Court of Anne Arundel County, dated March 13, 1956 (said Isidore Marcus resides at 4008 Springdale Avenue, Baltimore, Maryland, and the said Byron Earl Marcus, infant, is temporarily residing at the same address)	*	IN THE
	*	CIRCUIT COURT
	*	FOR
	*	ANNE ARUNDEL COUNTY
Plaintiff	*	
VS.	*	Equity No. 11,761
RENA B. MARCUS 5321 Park Heights Avenue Baltimore, Maryland	*	
Defendant	*	

* * * * *

PETITION AND ORDER OF COURT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of Rena B. Marcus, defendant in the above entitled case, respectfully shows unto Your Honor:

1. That heretofore, by decree of this Honorable Court, passed herein on the 6th day of August, 1956, the properties mentioned in these proceedings were decreed to be sold and Isidore Ginsberg and Louis M. Strauss were appointed Trustees to make said sales.

2. That your petitioner consented to the passage of a decree for the sale of the said properties and suggested to this Honorable Court that one of her attorneys, Calman A. Levin, be named as Co-Trustee in the decree to be passed herein.

3. That your petitioner, as the widow of the decedent, Edward Marcus, is entitled to a substantial interest in the properties mentioned in these proceedings and in the proceeds of sale thereof, namely to the extent of one-third thereof.

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4. That in the form of the proposed decree prepared by the Solicitor for the plaintiff, the said Calman A. Levin was named as Co-Trustee with Isidore Ginsberg, but through inadvertance the name of said Calman A. Levin was stricken out and that of Louis L. Strauss was substituted.

5. That your petitioner has no objection to the inclusion of Louis L. Strauss as one of the Co-Trustees, but she respectfully suggests that in view of her substantial interest in the properties involved that the said Calman A. Levin, one of her Solicitors, should be named as Co-Trustee to act with Isidore Ginsberg and Louis L. Strauss in these proceedings.

AND AS IN DUTY BOUND, etc.

Ellis Levin
Ellis Levin

Calman A. Levin
Calman A. Levin

Charles J. Levey
Charles J. Levey
Solicitors for Petitioner

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 9th day of August, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Rena B. Marcus, the above named petitioner, and she made oath in due form of law that the matters and facts contained in the aforegoing Petition are true to the best of her knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Marguerite T. Winters
Notary Public

55

BYRON EARL MARCUS, INFANT by ISIDORE MARCUS, his uncle and next friend, as well as Guardian under an Order of Orphans' Court of Anne Arundel County, dated March 13, 1956, (said Isidore Marcus resides at 4008 Springdale Avenue, Baltimore, Maryland, and the said Byron Earl Marcus, infant, is temporarily residing at the same address)	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
Plaintiff	*	
VS.		
RENA B. MARCUS 5321 Park Heights Avenue Baltimore, Maryland	*	Equity No. 11,761
Defendant	*	

ORDER

Upon the foregoing Petition and Affidavit, it is this 10th day of August, 1956, by the Circuit Court for Anne Arundel County, Sitting in Equity, ADJUDGED, ORDERED and DECREED that Calman A. Levin be, and he is, hereby appointed Co-Trustee with Isidore Ginsberg and Louis M. Strauss under the decree passed herein on the 6th day of August, 1956, with all the powers and subject to all the limitations set forth in said decree, provided, however, that the said Calman A. Levin, before acting as such Co-Trustee, file with the Clerk of this Court a bond to the State of Maryland, executed by himself and a surety or sureties, to be approved by this Court or the Clerk thereof in the penalty of Thirty-five Thousand Dollars ($35,000.00) conditioned for the faithful performance of the trust reposed in him by this decree and the decree passed herein on the 6th day of August, 1956, or to be reposed in him by any future decree or order in the premises.

Benjamin Michaelson
Judge

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56

BYRON EARL MARCUS, INFANT, ET AL	:	NO. 11,761 EQUITY
	:	IN THE CIRCUIT COURT
vs.	:	FOR
RENA MARCUS	:	ANNE ARUNDEL COUNTY

: : : : : : : : :

PETITION TO WITHDRAW BOND OF LOUIS M. STRAUSS AND ISIDORE GINSBERG UNDER DECREE DATED AUGUST 6, 1956, AND LEAVE TO FILE IN LIEU THEREOF BOND OF LOUIS M. STRAUSS, ISIDORE GINSBERG AND CALMAN A. LEVIN, UNDER AMENDED DECREE DATED AUGUST 10th, 1956, AND COURT ORDER THEREON

TO THE HONORABLE, THE JUDGES OF SAID COURT:

1. That Louis M. Strauss and Isidore Ginsberg under Decree of this Honorable Court dated August 6, 1956, filed a Surety Bond together with the GLOBE INDEMNITY COMPANY, a body corporate, in the amount of $35,000.00 in furtherance of their duties under said Decree.

2. That the aforesaid Decree on the 10th day of August, 1956, was amended to include Calman A. Levin as a Co-Trustee, who must join with Isidore Ginsberg and Louis M. Strauss in filing bond to carry out their duties as Trustees under said Amended Decree.

3. Wherefore your Petitioners, Louis M. Strauss and Isidore Ginsberg, in their behalf and in behalf of their Surety aforesaid pray leave to withdraw the Bond posted by them and substitute in lieu thereof a Bond executed by the three Trustees named in the Decree dated August 10th, 1956, with good and sufficient Surety to be approved by this Court, in the amount set out in said Decree.

AND AS IN DUTY BOUND, ETC.

Louis M. Strauss, Co-Trustee

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57

ORDER OF COURT

Upon the aforegoing Petition, it is this 15th day of August, 1956, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that the Bond filed by Louis M. Strauss and Isidore Ginsberg in these proceedings on August 8th, 1956, be withdrawn and discharged, and that Louis M. Strauss, Isidore Ginsberg and Calman A. Levin be, and they are hereby, authorized to file a bond with good and sufficient Surety in furtherance of the Decree of this Court dated the 10th day of August, 1956.

Benjamin Michaelson
Judge

Received Bond dated August 8, 1956 for flat Cancellation.
Globe Indemnity Company
By: John Hopkins III, Agent

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LIBER 103 PAGE 551

no. 11,761 Equity

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE: NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Isidore Ginsberg, Louis M. Strauss and Calman A. Levin 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 THIRTYFIVE THOUSAND DOLLARS ($35,000.00) ---------- 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 15th day of August, 1956.

WHEREAS, by Decree of the Circuit Court for Anne Arundel County in a cause entitled Byron Earl Marcus, Infant, etc. vs. Rena B. Marcus, No. 11,761 Equity - dated August 6th & 10th, 1956, Isidore Ginsberg, Louis M. Strauss and Calman A. Levin, were appointed Trustees to make sale of the property described in said proceedings, and the said Isidore Ginsberg, Louis M. Strauss and Calman A. Levin 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:

Mildred F. Bean
Mildred F. Bean

Isidore Ginsberg (SEAL)
Isidore Ginsberg

Louis M. Strauss (SEAL)
Louis M. Strauss

Calman A. Levin (SEAL)
Calman A. Levin

GLOBE INDEMNITY COMPANY, a body corporate

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

SURETY

Bond approved and filed this 15th day of August 1956
George T. Cromwell, Clerk.

50

BYRON EARL MARCUS, Infant, by ISIDORE MARCUS, his uncle and next friend as well as Guardian under an Order of Orphans' Court of Anne Arundel County, dated March 13, 1956, (said Isidore Marcus resides at 4008 Springdale Avenue Baltimore, Maryland, and the said Byron Earl Marcus, infant, is temporarily residing at the same address)	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
Plaintiff	*	
vs.		
RENA B. MARCUS 5321 Park Heights Avenue Baltimore, Maryland	*	Equity No. 11,761
Defendant		

* * * * * * *

REPORT OF WITHDRAWAL

FROM SALE AFTER ATTEMPT

TO MAKE PUBLIC SALE

TO THE HONORABLE THE JUDGES OF SAID COURT:

The Report of Withdrawal from sale after attempt to make public sale of Isidore Ginsberg, Louis M. Strauss and Calman A. Levin, Trustees, appointed by the decree in the above entitled cause, to make sale of the property described as, "all that lot or parcel of ground in the Second Election District of Anne Arundel County, described as follows, that is to say:

"Being a part of lot 'B' as shown on a plat of the property of William M. Owings recorded in Plat Book G.W. No. 1, Section 3, folio 222, said lot being described as follows:

"Beginning for the same at an iron pipe found on the southeasterly

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side of Owings Avenue (now North Glen Avenue) said pipe being distant South nineteen degrees eleven minutes West 180.80 feet from an iron pipe found at the corner formed by the intersection of the southwesterly side of the County Road with the said southeasterly side of Owings Avenue said pipe also marking the divisional line between lots Number Twelve (12) and thirteen (13) as shown on the revised drawing 'Subdivision of land opposite Homewood.' and running thence along the said side of Owings Avenue North nineteen degrees eleven minutes East 73.10 feet to an iron pipe there set, thence leaving said Avenue and running across lot Number Thirteen (13) of which the lot hereby conveyed is a part South seventy degrees thirteen minutes East 132.51 feet to an iron pipe set marking the divisional line between the lot hereby conveyed and lot Number One on said drawing, thence with the last mentioned divisional line south nineteen degrees eleven minutes West 71.70 feet to an iron pipe found marking the above mentioned divisional line between lots Numbers 12 and 13, thence with said last mentioned divisional line North seventy degrees forty-nine minutes West 132.50 feet to the point of beginning. Containing 9593 square feet according to survey by Clarence F. Shelley, May, 1936. Being a part of Lot Number Thirteen (13) as designated on the revised 'Subdivision of land opposite Homewood.' The improvements thereon being known as 314 N. Glen Avenue.

"Being the same lot of ground in a Deed dated November 1, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. no. 319, folio 215, from George R. Stratemeyer and Mary O. Stratemeyer, his wife, in fee simple, to Edward Marcus and Sara Marcus, his wife." 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

61

notice of the time, place, manner and terms of sale, by advertisements inserted in the Capital-Gazette, 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 Monday, the 5th day of November, 1956, at 11:30 o'clock A.M., attend on the premises, and then and there offered for sale the aforesaid property, but the highest bid obtainable was Eighty-five Hundred ($8500.00) Dollars, and the property was withdrawn from sale as the property is located in a good neighborhood and had been appraised in these proceedings as having a value of Eleven Thousand ($11,000.00) Dollars in fee simple.

A man appeared at the sale who said that he was interested in the property but had not come prepared to bid and make a deposit as he thought the bids would run much higher. He apparently is still interested in the property. There also appeared a real estate agent who said that she has a purchaser who is interested in buying the property for Eleven Thousand ($11,000.00) Dollars, but subject to real estate commission of 5%. Under these circumstances, the Trustees, not being able to obtain the higher offer than Eighty-five hundred ($8500) Dollars, determined it was to the advantage of all persons in interest to withdraw the property from this particular public sale and to attempt to obtain a better price at either private sale or a future public sale.

Isidore Ginsberg

Louis M. Strauss

Calman A. Levin

TRUSTEES

62

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I hereby certify that on this 7th 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 Isidore Ginsberg and Calman A. Levin, two of the Trustees, and made oath that the facts stated in the foregoing Report of Withdrawal from Sale After Attempt to Make Public Sale are true, as therein set forth.

As Witness my hand and Notarial Seal.

Anna R. Spilman

NOTARY PUBLIC

ANNA R. SPILMAN, Notary Public

My Commission Expires May 6, 1957

STATE OF MARYLAND, ANNE ARUNDEL COUNTY to wit:

I hereby certify that on this 8th day of November, 1956, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Louis M. Strauss, one of the Trustees, and made oath that the facts stated in the foregoing Report of Withdrawal from Sale After Attempt to Make Public Sale are true, as therein set forth.

As Witness my hand and Notarial Seal.

Mildred F. Beard

NOTARY PUBLIC

BYRON EARL MARCUS, Infant by ISIDORE MARCUS, his uncle and next friend as well as Guardian under an Order of Orphans' Court of Anne Arundel County, dated March 13, 1956 (said Isidore Marcus resides at 4008 Springdale Avenue Baltimore, Maryland, and the said Byron Earl Marcus, infant, is temporarily residing at the same address)	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
Plaintiff	*	
vs.		
RENA B. MARCUS 5321 Park Heights Avenue Baltimore, Maryland	*	Equity No. 11,761
Defendant		

* * * * * * *

REPORT OF SALE

TO THE HONORABLE THE JUDGES OF SAID COURT:

The Report of Sale of Isidore Ginsberg, Louis M. Strauss and Calman A. Levin, Trustees appointed by the decree in the above entitled cause, to make sale of the property described as, "all that lot of ground and improvements located in the Second Election District of Anne Arundel County and described as follows, that is to say:

"All these two lots or parcels of land situated in the second election district of Anne Arundel County, Maryland, and known and designated as parts of lots number 158 and 159 as shown on a plat of Eastport, which said plat is recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod B-1, Plat #11 (formerly recorded in Plat Book G.W. 1, Sect. 1, folio 11), the improvements on which are known as 530 First Street, and more particularly described as follows:

"Beginning for the same at the corner formed by the intersection

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of the northwest side of Chester Ave. with the southwest side of Sixth St., (now First St.) and running thence with the northwest side of Chester Ave. southwesterly 130 feet to the division line of the property heretofore conveyed to Newton S. Fox by James McMillan by deed dated May 4, 1905, and recorded among the land records of Anne Arundel County in Liber G.W. 41, folio 400, and running from thence at right angles to said Chester Ave. and with said division line northwesterly 82 feet to the division line of the lot of ground heretofore conveyed to Wm. H. Meade and wife by Richard G. Meade and wife, by deed dated October 3, 1919, and recorded among the said land records in Liber W.N.W. 20, folio 58, thence with said division line northeasterly 130 feet to the southwest side of Sixth Street (now First St.) thence with the same southeasterly 82 feet to the place of beginning.

"Being the same lot of ground which by Deed dated January 27, 1951, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. no. 609 folio 183 was conveyed in fee simple from Cleveland L. Null and Ina E. Null, his wife, to Edward Marcus and Sara Marcus, his wife." 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 advertisements inserted in the Evening Capital-~~Gazette~~, 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 Monday, November 5, 1956, at 11 o'clock A.M., attend on the premises and then and there sold the aforesaid property at public sale to Julia L. Feldman and Morris G. Feldman, 22 Murray Avenue, Annapolis, for the sum of Ninety-eight hundred and twenty-five ($9,825.00) Dollars, in fee simple and the said purchasers turned over to the Trustees the check of Morris G.

66

Feldman, dated November 5, 1956, on the County Trust Company of Maryland, Annapolis, Maryland, in the amount of Nine hundred eighty-two dollars and fifty cents ($982.50) as a deposit on account of said purchase price.

Isidore Ginsberg

Louis M. Strauss

Calman A. Levin

TRUSTEES

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I hereby certify that on this 7th 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 Isidore Ginsberg and Calman A. Levin, two of the 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 fairly made.

As Witness my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires 6, 1957

STATE OF MARYLAND, ANNE ARUNDEL COUNTY to wit:

I hereby certify that on this 8th day of November, 1956, before the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Louis M. Strauss, one of the 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 fairly made.

As Witness my hand and Notarial Seal.

Mildred F. Bean

NOTARY PUBLIC

BYRON EARL MARCUS, Infant by ISIDORE MARCUS, his uncle and next friend as well as Guardian under an Order of Orphans' Court of Anne Arundel County, dated March 13, 1956 (said Isidore Marcus resides at 4008 Springdale Avenue Baltimore, Maryland, and the said Byron Earl Marcus, infant, is temporarily residing at the same address)	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
Plaintiff		
vs.	*	Equity No. 11,761
RENA B. MARCUS 5321 Park Heights Avenue Baltimore, Maryland	*	
Defendant		

* * * * * * *

REPORT OF SALE

TO THE HONORABLE THE JUDGES OF SAID COURT:

The Report of Sale of Isidore Ginsberg, Louis M. Strauss and Calman A. Levin, Trustees appointed by the decree in the above entitled cause, to make sale of the property described as, "all that lot of ground and improvements thereon situate in the Development of Bay Ridge, more particularly described as follows: All that lot or parcel of land situate, lying and being in the Second Election District of Anne Arundel County, Maryland, being designated as Lot No. 20, Section 2, as shown on a plat entitled 'Plat of Part of Bay Ridge, Anne Arundel County, Maryland,' and recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod J, Plat 13, (formerly recorded in W.N.W. 3, folio 13), said lot having a frontage of 50.05 ft. on Lake Drive and running back to the waters of Lake Ogleton.

"Being the same lot of ground described in a Deed dated May 31, 1952,

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70

and recorded among the Land Records of Anne Arundel County in Liber J.H.H. no. 686 folio 258, from Elmer B. Potter, single, to Edward Marcus and Sara Marcus, his wife, in fee simple." 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 advertisements inserted in the Evening Capital-~~Gazette~~, 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 Monday, the 5th day of November, 1956, at 10:30 o'clock A.M., attend on the premises and then and there sold the aforesaid property at public sale to Bertram E. Spriggs, 1013 West Street, Annapolis, Maryland, for the sum of Eleven Thousand ($11,000.00) Dollars in fee simple, and the said purchaser turned over to the trustees his check, no. 496, dated November 5, 1956, on the Farmer's National Bank of Annapolis in the amount of Eleven Hundred ($1,100.00) Dollars as a deposit on account of said purchase price.

Isidore Ginsberg

Isidore Ginsberg

Louis M. Strauss

Louis M. Strauss

Calman A. Levin

Calman A. Levin

TRUSTEES

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I hereby certify that on this 7th 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 Isidore Ginsberg and Calman A. Levin, two of the 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 fairly made.

As Witness my hand and Notarial Seal.

Anna D. Spilman
NOTARY PUBLIC

ANNA D. SPILMAN, Notary Public
My Commission Expires May 6, 1957

STATE OF MARYLAND, ANNE ARUNDEL COUNTY to wit:

I hereby certify that on this 8th day of November, 1956, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Louis M. Strauss, one of the 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 fairly made.

As Witness my hand and Notarial Seal.

Mildred F. Bean
NOTARY PUBLIC

MILDRED F. BEAN NOTARY PUBLIC ANNE ARUNDEL CO., MD.

LIBER 103 PAGE 562

Bryan Karl MARCUS et al
vs
Rena B MARCUS

Equity No 11,761
In The Circuit Court For Anne Arundel

Certificate of Publication

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 8, 1956

We hereby certify, that the annexed

Trustee's Sale
Eq. 11,761

Edward Marcus

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 5th day of November, 1956. The first insertion being made the 12th day of October, 1956

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

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Legal Notices

GINSBERG & GINSBERG
914-916 Garrett Building
Baltimore 2, Maryland
LOUIS M. STRAUSS
136 South Street
Annapolis, Maryland

LEVIN & LEVIN
Equitable Building
Baltimore 2, Maryland.

SOLICITORS

Trustee's Sale

Of Valuable Water Front Real Estate and Cottage Thereon Facing Lake Ogleton

(BAY RIDGE)

also

No. 530 First Street, Annapalis, Maryland With Improvements

and also

No. 314 N. Glen Avenue, Annapolis, Maryland With Improvements

Under and by virtue of a decree of Circuit Court for Anne Arundel County, in Equity, No. 11,761, the undersigned Trustees, will sell at public auction on the premises, on

Monday, November 5th, 1956 at 10:30 A.M., E.S.T.

all that lot of ground and improvements thereon situate in the Development of Bay Ridge, more particularly described as follows:

All that lot or parcel of land situate, lying and being in the Second Election District of Anne Arundel County, Maryland, being designated as Lot. No. 20, Section 2, as shown on a plat entitled "Plat of Part of Bay Ridge, Anne Arundel County, Maryland," and recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod J. Plat 13, (formerly recorded in W.N.W. 3, folio 131, said lot having a frontage of 50.05 ft. on Lake Drive and running back to the waters of Lake Ogleton.

Being the same lot of ground described in a Deed dated May 31, 1952, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 686 folio 258, from Elmer B. Porter, single, to Edward Marcus and Sara Marcus, his wife, in fee simple.

Said property being improved by a one and one-half (1½) story modern dwelling facing Lake Ogleton.

TERMS OF SALE: A deposit of ten per cent (10%) of the purchase price will be required of the purchaser or purchasers at the time of sale, balance of purchase money to bear interest from date of sale to date of settlement upon final ratification of sale. Water, Taxes and other public charges, if any, to be adjusted to date of sale.

And by virtue of the same decree of the Circuit Court of Anne Arundel County, in Equity No. 11,761, the undersigned Trustees will offer for sale on the premises, on

Monday, November 5th, 1956 at 11 A.M., E.S.T.

all that lot of ground and improvements located in the Second Election District of Anne Arundel County and described as follows, that is to say:

All those two lots or parcels of land situated in the second election district of Anne Arundel County, Maryland, and known and designated as parts of lots number 158 and 159 as shown on a plat of Eastport, which said plat is recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod B-1, Plat No. 11 (formerly recorded in Plat Book G. W. 3, Sect. 1, folio 11), the improvements on which are known as 530 First Street, and more particularly described as follows:

Beginning for the same at the corner formed by the inter-section of the northwest side of Chester Ave. with the southwest side of Sixth St., (now First St.) and running thence with the northwest side of Chester Ave. southwesterly 130 feet to the division line of the property heretofore conveyed to Newton S. Fox by James McMillan by deed dated May 4, 1905, and recorded among the land records of Anne Arundel County in Liber G. W. 41, folio 400, and running from thence at right angles to said Chester Ave. and with said division line northwesterly 82 feet to the division line of the lot of ground heretofore conveyed to Wm. H. Meade and wife by Richard G. Meade and wife, by deed dated October 3, 1910, and recorded among the said land records in Liber W. N. W. 20, folio 58, thence with said division line northeasterly 130 feet to the southwest side of Sixth Street (now First St.) thence with the same southeasterly 82 feet to the place of beginning.

Being the same lot of ground which by Deed dated January 27, 1951, and recorded among the Land Records of Anne Arundel County in Liber J. H. H., No. 660 folio 151 was conveyed in fee simple from Cleveland L. Null and Ina E. Null, his wife, to Edward Marcus and Sara Marcus, his wife.

Said property being improved by a one and one-half story cottage with two apartments and partial basement; there is a winterized back porch on the first floor. There are two bedrooms on the first floor and one bedroom on the second floor.

TERMS OF SALE: A deposit of ten per cent (10%) of the purchase price will be required of the purchaser or purchasers at the time of sale, balance of purchase money to bear interest from date of sale to date of settlement, upon final ratification of sale. Water, Taxes and other public charges, if any, to be adjusted to date of sale.

And by virtue of the same decree of the Circuit Court for Anne Arundel County, in Equity, No. 11,761, the undersigned Trustees will offer for sale on the premises, on

Monday, November 5th, 1956 at 11:30 A.M., E.S.T.

all that lot or parcel of ground in the Second Election District of Anne Arundel County, described as follows, that is to say:

Being a part of lot "B" as shown on a plat of the property of William M. Owings recorded in Plat Book G. W. No. 1, Section 3, folio 222, said lot being described as follows:

Beginning for the same at an iron pipe found on the southeasterly side of Owings Avenue (now North Glen Avenue) said pipe being distant South nineteen degrees eleven minutes West 180.80 feet from an iron pipe found at the corner formed by the intersection of the southwesterly side of the County Road with the said southeasterly side of Owings Avenue said pipe also marking the divisional line between lots Number Twelve (12) and thirteen (13) as shown on the revised drawing "Subdivision of land opposite Homewood." and running thence along the said side of Owings Avenue North nineteen degrees eleven minutes East 73.10 feet to an iron pipe there set, thence leaving said Avenue and running across lot Number Thirteen (13) of which the lot hereby conveyed is a part South seventy degrees thirteen minutes East 132.61 feet to an iron pipe set marking the divisional line between the lot hereby conveyed and lot Number One on said drawing, thence with the last mentioned divisional line south nineteen degrees eleven minutes West 71.70 feet to an iron pipe found marking the above mentioned divisional line between lots Numbers 12 and 13, thence with said last mentioned divisional line North seventy degrees forty-nine minutes West 132.50 feet to the point of beginning. Containing 9503 square feet according to survey by Clarence F. Shelley, May, 1930. Being a part of Lot Number Thirteen (13) as designated on the revised "Subdivision of land opposite Homewood." The improvements thereon being known as 314 N. Glen Avenue.

Being the same lot of ground described in a Deed dated November 1, 1944, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 310 folio 215, from George R. Stratemeyer and Mary O. Stratemeyer, his wife, in fee simple to Edward Marcus and Sara Marcus, his wife.

Said property being improved by a one-and one-half story cottage with basement and two porches; said property has two bedrooms on the first floor and two bedrooms on the second floor.

TERMS OF SALE: A deposit of ten per cent (10%) of the purchase price required of the purchaser or purchasers at the time of sale, balance of purchase money to bear interest from date of sale to date of settlement upon final ratification of sale. Water, Taxes and other public charges, if any, to be adjusted to date of sale.

TRUSTEES:
ISIDORE GINSBERG
LOUIS M. STRAUSS
CALMAN A. LEVIN
ROBERT H. CAMPBELL,
Auctioneer.

N-1

No. E.C. 5813

LIBER 103 PAGE 564

ORDER NISI

BYRON EARL MARCUS, Infant by Isidore Marcus, his uncle and next friend

versus

RENA B. MARCUS

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,761 Equity

Ordered, this 9th day of November, 1956, That the sale of the property in these proceedings mentioned made and reported by ISIDORE GINSBERG, LOUIS M. STRAUSS and CALMAN A. LEVIN Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 11th 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 11th day of December next.

The report states that the amount of sales ~~xxxx~~ was $11,000.00

Filed 9 October 1956
A.M. 11:22

George T. Cromwell Clerk.

True Copy.

TEST: Clerk.

(Final Order)

versus

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 Trustees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as they shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

FILED
1956 DEC 12 PM 3:56

ORDER NISI

BYRON EARL MARCUS, Infant by Isidore Marcus, his uncle and next friend

versus

RENA B. MARCUS

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,761 Equity

Ordered, this 9th day of November, 1956, That the sale of the property in these proceedings mentioned made and reported by ISIDORE GINSBERG, LOUIS M. STRAUSS and CALMAN A. LEVIN Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 11th 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 11th day of December next.

The report states that the amount of sales ~~xxxx~~ was $9,825.00

George T. Cromwell Clerk.

True Copy,
Filed 9 November 1956
A.M. 11:30

TEST: Clerk.

(Final Order)

versus

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 Trustees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as they shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

FILED
1956 DEC 12 PM 3:56

BYRON EARL MARCUS, Infant, by ISIDORE MARCUS, his uncle and next friend as well as Guardian under an Order of Orphans' Court of Anne Arundel County, dated March 13, 1956, (said Isidore Marcus resides at 4008 Springdale Avenue Baltimore, Maryland, and the said Byron Earl Marcus, infant, is temporarily residing at the same address)	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
Plaintiff	*	
vs.	*	
RENA B. MARCUS 5321 Park Heights Avenue Baltimore, Maryland	*	Equity No. 11,761
Defendant		

* * * * *

PETITION

TO THE HONORABLE THE JUDGES OF SAID COURT:

The Petition of Isidore Ginsberg, Louis M. Strauss and Calman A. Levin, Trustees, appointed by the decree in the above entitled cause, respectfully shows unto your Honors:

1. That they gave notice of the time, place, manner and terms of sale by advertisement in the Evening Capital, a daily newspaper published in Anne Arundel County, for more than three successive weeks preceding the date of sale, and said Trustees did, pursuant to said notice, on Monday, the 5th day of November, 1956, at 11:30 A.M., attend on the premises and then and there offered for sale the hereinafter described property, but the highest bid obtainable was Eighty-five hundred ($8500.) dollars, and the property was withdrawn from sale as the property is located in a good neighborhood and had been appraised in these proceedings

FILED
1956 DEC 10 AM 11:23

as having the value of Eleven Thousand ($11,000.) Dollars in fee simple.

2. That the said property is described as, "all that lot or parcel of ground in the Second Election District of Anne Arundel County, described as follows, that is to say:

"Being a part of lot 'B' as shown on a plat of the property of William M. Owings recorded in Plat Book G.W. No. 1, Section 3, folio 222, said lot being described as follows:

"Beginning for the same at an iron pipe found on the southeasterly side of Owings Avenue (now North Glen Avenue) said pipe being distant South nineteen degrees eleven minutes West 180.80 feet from an iron pipe found at the corner formed by the intersection of the southwesterly side of the County Road with the said southeasterly side of Owings Avenue said pipe also marking the divisional line between lots Number Twelve (12) and thirteen (13) as shown on the revised drawing 'Sub-division of land opposite Homewood.' and running thence along the said side of Owings Avenue North nineteen degrees eleven minutes East 73.10 feet to an iron pipe there set, thence leaving said Avenue and running across Lot Number thirteen (13) of which the lot hereby conveyed is a part South seventy degrees thirteen minutes East 132.51 feet to an iron pipe set marking the divisional line between the lot hereby conveyed and lot number One on said drawing, thence with the last mentioned divisional line south nineteen degrees eleven minutes West 71.70 feet to an iron pipe found marking the above mentioned divisional line between lots Numbers 12 and 13, thence with said last mentioned divisional line North seventy degrees forty-nine minutes West 132.50 feet to the point of beginning. Containing 9593 square feet according to survey by Clarence F. Shelley, May, 1936. Being a part of Lot Number Thirteen (13) as designated on the revised 'Subdivision of land opposite Homewood.'

78

The improvements thereon being known as 314 N. Glen Avenue.

"Being the same lot of ground in a Deed dated November 1, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. no. 319, folio 215, from George R. Stratemeyer and Mary O. Stratemeyer, his wife, in fee simple, to Edward Marcus and Sara Marcus, his wife."

3. That a man appeared at the sale who said he was interested in the property but had not come prepared to bid and make a deposit as he thought the bids would rum much higher. Up to this time, your Petitioners have not been able to get this man to make a bid for the property.

There also appeared at the sale a real estate agent, Mrs. Lenora Gordon of the Chas. H. Steffey, Incorporated, who said that she had a prospective purchaser who was interested in buying the property for $11,000.00, but subject to real estate commissions of 5%.

That by letter dated November 27, 1956, addressed to Mr. Calman A. Levin, one of the Trustees herein, Chas. H. Steffey, Incorporated wrote as follows:

"We are, at the request of Mrs. Lenora Gordon, forwarding to you the following information.

"We feel that we are able to sell the home located at 314 North Glen Avenue, Annapolis, Maryland, at a price of $11,000, in fee simple.

"If you will review the records, we, as agents, had the property sold for $11,500 and unfortunately could not consummate the transaction because of the untimely death of Mr. Marcus.

"Our commission is five per cent of the gross sales price.

"We await your instructions."

That said letter is filed herewith, marked "Petitioners' Exhibit #1" and is prayed to be taken as part hereof.

4. That your Petitioners believe that it will be advantageous to the parties concerned to permit Chas. H. Steffey, Incorporated to proceed to sell the property at the price of $11,000.00 in fee simple, subject to their commission of 5% of the gross sales price, provided this Honorable Court fixes a reasonable time within which such sale must be consummated by payment by the purchaser of the full purchase price of the property, and the purchaser is approved by your Petitioners as well as by this Honorable Court, and provided further that the Order says that no commissions shall be payable to Chas. H. Steffey, Incorporated unless the sale to the purchaser is consummated by payment by him of the full purchase price of the property.

Wherefore your Petitioners respectfully pray that an Order may be passed authorizing them to list the above property with Chas. H. Steffey, Incorporated for sale in fee simple at a price of $11,000.00, subject to a commission of 5% of the gross sales price with the requirement that the sale of the property be consummated no later than a time to be fixed by an Order of this Honorable Court and with the requirement that the purchaser must be approved by your Petitioners as well as by this Honorable Court and with the further requirement that no commissions shall be payable to Chas. H. Steffey, Incorporated unless the sale to the purchaser is consummated by him of the full purchase price of the property.

AND AS IN DUTY BOUND, ETC.

Isidore Ginsberg

Isidore Ginsberg

Louis M. Strauss

Louis M. Strauss

Calman A. Levin

Calman A. Levin

Petitioners and Trustees

80

OFFICERS
CHAS. H. STEFFEY, PRES. & TREAS.
JOHN E. ESOME, VICE-PRES. & ASST-TREAS.
JOHN W. STEFFEY, VICE-PRES.
CHAS. B. PENTZ, SECRETARY

SALES-MORTGAGES
APPRAISALS-MANAGEMENT
F. H. A.
APPROVED MORTGAGEE
LOAN CORRESPONDENT
OF
ÆTNA LIFE INSURANCE CO.

MULBERRY 5-2412

BALTIMORE-2, MD.

November 27, 1956

Mr. Calman A. Levin
223-225 Equitable Building
Baltimore 2, Maryland

Dear Mr. Levin:

We are, at the request of Mrs. Lenora Gordon, forwarding to you the following information.

We feel that we are able to sell the home located at 314 North Glen Avenue, Annapolis, Maryland, at a price of $11,000, in fee simple.

If you will review the records, we, as agents, had the property sold for $11,500 and unfortunately could not consummate the transaction because of the untimely death of Mr. Marcus.

Our commission is five per cent of the gross sales price.

We await your instructions.

Very truly yours,

CHAS. H. STEFFEY, INCORPORATED

John W. Steffey

John W. Steffey,
Vice-President

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I hereby certify that on this 7th day of December, 1956, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Isidore Ginsberg and Calman A. Levin, two of the Trustees, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of their knowledge, information and belief.

As Witness my hand and Notarial Seal.

George E. Perry

NOTARY PUBLIC

STATE OF MARYLAND, ANNE ARUNDEL COUNTY to wit:

I hereby certify that on this 10th 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 Louis M. Strauss, one of the Trustees, and he made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of his knowledge, information and belief.

As Witness my hand and Notarial Seal.

Mildred F. Bean

NOTARY PUBLIC

no. 11761 Equity

ORDERED this 10th day of December, 1956, by the Circuit Court for Anne Arundel County, Sitting in Equity, that Isidore Ginsberg, Louis M. Strauss and Calman A. Levin, Trustees and Petitioners herein, be and they are hereby authorized to list the property mentioned in the foregoing Petition with Chas. H. Steffey, Incorporated, to be sold by them at a price of $11,000.00 in fee simple, subject to a commission to them of 5% of the gross sales price; the purchaser to be subject to the approval of the Trustees as well as this Court; and that no commission shall be payable to Chas. H. Steffey, Incorporated, unless the sale is consummated by payment by the purchaser of the full purchase price of the said property.

It is further ORDERED that the sale by Chas. H. Steffey, Incorporated, shall be made and the sale consummated by the purchaser by the payment of the full purchase price to the Trustees no later than the 14th day of January, 1957.

Benjamin Nicholson
Judge

FILED
1956 DEC 10 PM 3:30

LIBER 103 PAGE 572

BYRON EARL MARCUS, infant, et al	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
RENA B. MARCUS,	:	ANNE ARUNDEL COUNTY
Defendant	:	NO. 11,761 EQUITY

: : : : :

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Legal Notices

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,761 Equity

BYRON EARL MARCUS, Infant by ISIDORE MARCUS, his uncle and next friend versus RENA B. MARCUS.

Ordered, this 9th day of November, 1956, That the sale of the property in these proceedings mentioned made and reported by ISIDORE GINSBERG, LOUIS M. STRAUSS and CALMAN A. LEVIN Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 11th 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 11th day of December next.

The report states that the amount of said was $11,000.00

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

D-1

FILED

No. 5 E.C. 693 NOV 10 '40

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 16, 1957

We hereby certify, that the annexed Order Nisi-Eq. 11761

Byron Earl Marcus

$ [illegible]

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 [illegible] day of December, 1956. The first insertion being made the 16th day of December, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By [illegible]

LIBER 103 PAGE 573

BYRON EARL MARCUS, infant, et al	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
	:	ANNE ARUNDEL COUNTY
RENA B. MARCUS, Defendant	:	EQUITY NO. 11,761

: : : : :

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. 11,761 Equity
BYRON EARL MARCUS, infant by ISIDORE MARCUS, his uncle and next friend versus RENA B. MARCUS.

Ordered, this 9th day of November, 1956, That the sale of the property in these proceedings mentioned made and reported by ISIDORE GINSBERG, LOUIS M. STRAUSS and CALMAN A. LEVIN Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 11th 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 befor the 11th day of December next.

The report states that the amount of sale was $9,825.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

D-1

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 10, 1956

We hereby certify, that the annexed Anne Arundel sale - Eq 11,761

Byron Earl Marcus

$9,825.00

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 11th day of December, 1956. The first insertion being made the 10th day of November, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Pate

FILED

No. E.C. 8934 1956 DEC 11 AM 10:40

86

BYRON EARL MARCUS, Infant, by ISIDORE MARCUS, his uncle and next friend as well as Guardian under an Order of Orphans' Court of Anne Arundel County, dated March 13, 1956 (said Isidore Marcus, resides at 4008 Springdale Avenue Baltimore, Maryland, and the said Byron Earl Marcus, infant, is temporarily residing at the same address)	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
Plaintiff	*	EQUITY NO. 11,761
vs.	*	
RENA B. MARCUS 5321 Park Heights Avenue Baltimore, Maryland	*	
Defendant	*	

* * * * *

PETITION

TO THE HONORABLE THE JUDGES OF SAID COURT:

The Petition of Isidore Ginsberg, Louis M. Strauss and Calman A. Levin, Trustees, appointed by the decree in the above entitled cause, respectfully shows unto your Honors:

1. That they gave notice of the time, place, manner and terms of sale by advertisement in the Evening Capital, a daily newspaper published in Anne Arundel County, for more than three successive weeks preceding the date of sale, and said Trustees did, pursuant to said notice, on Monday, the 5th day of November, 1956, at 11:30 A.M. attend on the premises and then and there offered for sale the hereinafter described property, but the highest bid obtainable was Eighty-five hundred ($8500.00) dollars, and the property was withdrawn from sale as the property is located in a good neighborhood and had been appraised in these proceedings as having the value of Eleven Thousand ($11,000.00) Dollars in fee simple.

FILED

1957 JAN 16 AM 9:50

2. That the said property is described as, "all that lot or parcel of ground in the Second Election District of Anne Arundel County, described as follows, that is to say:

"Being a part of lot 'B' as shown on a plat of the property of William M. Owings recorded in Plat Book G.W. No. 1, Section 3, folio 222, said lot being described as follows:

"Beginning for the same at an iron pipe found on the southeasterly side of Owings Avenue (now North Glen Avenue) said pipe being distant South nineteen degrees eleven minutes West 180.80 feet from an iron pipe found at the corner formed by the intersection of the southwesterly side of the County Road with the said southeasterly side of Owings Avenue said pipe also marking the divisional line between lots Number Twelve (12) and thirteen (13) as shown on the revised drawing 'Sub-division of land opposite Homewood.' and running thence along the said side of Owings Avenue North nineteen degrees eleven minutes East 73.10 feet to an iron pipe there set, thence leaving said Avenue and running across Lot Number Thirteen (13) of which the lot hereby conveyed is a part South seventy degrees thirteen minutes East 132.51 feet to an iron pipe set marking the divisional line between the lot hereby conveyed and lot number One on said drawing, thence with the last mentioned divisional line south nineteen degrees eleven minutes West 71.70 feet to an iron pipe found marking the above mentioned divisional line between Lots Numbers 12 and 13, thence with said last mentioned divisional line North seventy degrees forty-nine minutes West 132.50 feet to the point of beginning. Containing 9593 square feet according to survey by Clarence F. Shelley, May, 1936. Being a part of Lot Number Thirteen (13) as designated on the revised 'Subdivision of land opposite Homewood.' The improvements thereon being known as 314 N. Glen Avenue.

"Being the same lot of ground in a Deed dated November 1, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H.

no. 319, folio 215, from George H. Stratemeyer and Mary O. Stratemeyer, his wife, in fee simple, to Edward Marcus and Sara Marcus, his wife."

3. That a man appeared at the sale who said he was interested in the property but had not come prepared to bid and make a deposit as he thought the bids would run much higher. Up to this time, your Petitioners have not been able to get this man to make a bid for the property.

There also appeared at the sale a real estate agent, Mrs. Lenora Gordon of the Chas. H. Steffey, Incorporated, who said that she had a prospective purchaser who was interested in buying the property for $11,000.00, but subject to real estate commissions of 5%.

That by letter dated November 27, 1956, addressed to Mr. Calman A. Levin, one of the Trustees herein, Chas. H. Steffey, Incorporated, worte as follows:

"We are, at the request of Mrs. Lenora Gordon, forwarding to you the following information.

"We feel that we are able to sell the home located at 314 North Glen Avenue, Annapolis, Maryland, at a price of $11,000, in fee simple.

"If you will review the records, we, as agents, had the property sold for $11,500.00 and unfortunately could not consummate the transaction because of the untimely death of Mr. Marcus.

"Our commission is five per cent of the gross sales price.

"We await your instructions."

4. That on the 10th day of December, 1956, this Honorable Court passed the following Order:

"ORDERED this 10th day of Dec. 1956, by the Circuit Court for Anne Arundel County, Sitting in Equity, that Isidore Ginsberg, Louis M. Strauss and Calman A. Levin, Trustees and Petitioners herein, be and they are hereby authorized to list the property mentioned in the foregoing Petition with Chas. H. Steffey, Incorporated, to be sold by them at a price

of $11,000.00 in fee simple, subject to a commission to them of 5% of the gross sales price; the purchaser to be subject to the approval of the Trustees as well as this Court; and that no commission shall be payable to Chas. H. Steffey, Incorporated, unless the sale is consummated by payment by the purchaser of the full purchase price of the said property.

"It is further ORDERED that the sale by Chas. H. Steffey, Incorporated, shall be made and the sale consummated by the purchaser by the payment of the full purchase price to the Trustees no later than the 14th day of January, 1957."

5. That Chas. H. Steffey, Incorporated has informed Calman A. Levin, one of your Petitioners, that it was unable to consummate the sale by January 14, 1957 as specified in the foregoing Order, but that it has a purchaser for the sum of $11,000.00 and can consummate the sale if a little more time is allowed.

Wherefore your Petitioners respectfully pray that an Order may be passed extending the time mentioned in the Order of December 10, 1956 from January 14, 1957 to February 15, 1957.

AND AS IN DUTY BOUND, etc.

Isidore Ginsberg
Isidore Ginsberg

Louis M. Strauss
Louis M. Strauss

Calman A. Levin
Calman A. Levin

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I hereby certify that on this 15th day of January, 1957, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Isidore Ginsberg and Calman A. Levin, two of the Trustees, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of their knowledge, information and belief.

As Witness my hand and Notarial Seal.

George E. Perry
NOTARY PUBLIC

STATE OF MARYLAND, ANNE ARUNDEL COUNTY to wit:

I hereby certify that on this day of January, 1957, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Louis M. Strauss, one of the Trustees, and he made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of his knowledge, information and belief.

As Witness my hand and Notarial Seal.

a_____

Notary Public

ORDERED this 16th day of January, 1957, by the Circuit Court for Anne Arundel County, Sitting in Equity, that Isidore Ginsberg, Louis M. Strauss and Calman A. Levin, Trustees and Petitioners herein, be, and they are hereby, authorized to list the property mentioned in the foregoing Petition with Chas. H. Steffey, Incorporated, to be sold by ~~them~~ it at a price of $11,000.00 in fee simple, subject to a commission to ~~them~~ it of 5% of the gross sales price; the purchaser to be subject to the approval of the Trustees as well as this Court; and that no commission shall be payable to Chas. H. Steffey, Incorporated, unless the sale is consummated by payment by the purchaser of the full purchase price of the said property.

IT is further ORDERED that the sale by Chas. H. Steffey, Incorporated, shall be made and the sale consummated by the purchaser by the payment of the full purchase price to the Trustees no later than the 15th day of February, 1957.

Benjamin Michelson
Judge.

FILED
1957 JAN 16 PM 4:02

BYRON EARL MARCUS, Infant by ISIDORE MARCUS, his uncle and next friend as well as Guardian under an Order of Orphans' Court of Anne Arundel County, dated March 13, 1956 (said Isidore Marcus resides at 4008 Springdale Avenue Baltimore, Maryland, and the said Byron Earl Marcus, infant, is temporarily residing at the same address)	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
PLAINTIFF	:	
vs.	:	Equity No. 11,761
REMA B. MARCUS 5321 Park Heights Avenue Baltimore, Maryland	:	
DEFENDANT	:	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Isidore Ginsberg and Calman A. Levin, two of the Trustees appointed by the decree in the above entitled cause (Louis M. Strauss, the third Trustee being away on vacation but who has signed the Contract of Sale), to make sale of the property described as, "Beginning for the same at an iron pipe found on the southeasterly side of Owings Avenue (now North Glen Avenue), said pipe being distant South nineteen degrees eleven minutes West 180.80 feet from an iron pipe found at the corner formed by the intersection of the southwesterly side of the County Road with the said south-easterly side of Owings Avenue said pipe also marking the divisional line between lots Number Twelve (12) and thirteen (13) as shown on the revised drawing 'Sub-division of land opposite Homewood.' and running thence along the said side of Owings Avenue North nineteen degrees eleven minutes East 73.10 feet to an iron pipe there set, thence leaving said Avenue and running across Lot Number Thirteen (13) of which the lot hereby conveyed is a

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part South seventy degrees thirteen minutes East 132.51 feet to an iron pipe set marking the divisional line between the lot hereby conveyed and lot number One on said drawing, thence with the last mentioned divisional line south nineteen degrees eleven minutes West 71.70 feet to an iron pipe found marking the above mentioned divisional line between Lots Numbers 12 and 13, thence with said last mentioned divisional line North seventy degrees forty-nine minutes West 132.50 feet to the point of beginning. Containing 9593 square feet according to survey by Clarence F. Shelley, May, 1936. Being a part of Lot Number Thirteen (13) as designated on the revised 'Subdivision of land opposite Homewood.' The improvements thereon being known as 314 N. Glen Avenue.

"Being the same lot of ground in a Deed dated November 1, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 319 folio 215, from George H. Stratemeyer and Mary O. Stratemeyer, his wife, in fee simple, to Edward Marcus and Sara Marcus, his wife," 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, they sold the aforesaid property at private sale to J.D.Haynsworth for the sum of Eleven Thousand ($11,000.00) Dollars in fee simple, and the said purchaser has made a deposit of Five hundred fifty ($550.00) Dollars to Chas. H. Steffey, Inc., Realtors.

That on the 16th day of January, 1957, this Honorable Court signed an Order which said:

"ORDERED this 16th day of January, 1957, by the Circuit Court for Anne Arundel County, Sitting in Equity, that Isidore Ginsberg, Louis M. Strauss and Calman A. Levin, Trustees and Petitioners herein, be and they are hereby authorized to list the property mentioned in the foregoing Petition with Chas. H. Steffey, Incorporated, to be sold by them at a price of $11,000.00 in fee simple, subject to a commission to them of 5% of the gross sales price; the purchaser to be subject to the approval of the Trustees as well

as this Court;and that no commission shall be payable to Chas. H. Steffey, Incorporated, unless the sale is consummated by payment by the purchaser of the full purchase price of the said property.

"It is further ORDERED that the sale by Chas. H. Steffey, Incorporated, shall be made and the sale consummated by the purchaser by the payment of the full purchase price to the Trustees no later than the 15th day of February, 1957."

That the Contract is dated February 8, 1957, and provides that the balance of the purchase price is to be paid in cash on or before the 27th day of February, 1957, at which time settlement will be held and possession given (an executed copy of the Contract being filed herewith marked "Exhibit No. 1" and is prayed to be taken as part hereof.

That there is filed simultaneously with this Report of Sale a Petition praying this Honorable Court to extend the time mentioned in the Order of January 16, 1957, from February 15, 1957, to March 20, 1957.

Isidore Ginsberg

Isidore Ginsberg

Calman A. Levin

Calman A. Levin

Two of the Trustees

The remaining Trustee hereby adopts the aforegoing report of sale and in accordance with Court order dated March 13, 1957 hereby files this report "Nunc pro tunc" as of Feb. 16, 1957.

Louis M. Strauss

remaining Trustee

Filed 1957 Mar 13,

96

CONTRACT OF SALE
LIBER 103 PAGE 582

OFFICES OF
CHAS. H. STEFFEY
(INCORPORATED)
18 E. LEXINGTON ST.
BALTIMORE 2, MARYLAND

Realtors
Chas H Steffey
18 E Lexington St.

This Agreement, Made this 8th day of ~~January~~ February 1957 nineteen hundred and fifty-seven, between ISIDORE GINSBERG, LOUIS M. STRAUSS and CALMAN A. LEVIN, Trustees for the Estate of Edward Marcus, Deceased, parties

of the first part, HEREINAFTER CALLED, SELLER, AND J. D. HAYNSWORTH and ~~Frances A. Haynsworth, his wife,~~ parties

of the second part, HEREINAFTER CALLED, BUYER.

Witnesseth, that the said Seller hereby bargain and sell unto the said Buyer, and the latter doth hereby purchase from the former the following described property, situate and lying in City of Annapolis, State of Maryland. viz: 314 North Glen Avenue, together with all the improvements thereon, all in fee simple.

Subject to restrictive covenants, easements and agreements of record and to possessory rights of tenant thereof (if any).

at and for the price of ELEVEN THOUSAND ($11,000.00) and 00/100 DOLLARS

of which FIVE HUNDRED, FIFTY ($550.00) and 00/100 DOLLARS

have been paid prior to the signing hereof, and the balance is to be paid as follows: TEN THOUSAND, FOUR HUNDRED, FIFTY ($10,450.00) and 00/100 DOLLARS, cash, on or before the 27th day of February, 1957 at which time settlement will be held and possession given. YCK - C.H.S. Inc. agents

It is hereby understood and agreed that time is of the essence of this contract. YCK - C.H.S. agents

Subject to the order of the Circuit Court.

And upon payment as above of the unpaid purchase money, a Deed for the property shall be executed at the Buyer's expense by the Seller, which shall convey the property by a good and merchantable title to the Buyer. Taxes, all other public dues and charges, Water Rent, and Rent paid in advance, if any, to be paid or allowed for by the Seller to date of settlement. Federal and State deed stamps to be equally divided between the parties hereto.

IT IS AGREED, That the Seller shall cause the Fire Insurance Policies on the above described property to be endorsed at once for the account of the Buyer herein so far as their interests may appear. It is understood that Fire Insurance to the amount of $ is now in force on the property and will continue in force during the continuance of this Contract.

IT IS AGREED, Between the parties hereto, that in the event title to said premises proves unmarketable, the deposit money already paid shall be refunded and in such event, no action or right of action, either at law or in equity shall accrue to either party to this contract, except for the return of the deposit money paid hereunder.

IT IS AGREED, That the "Seller" will pay to Chas. H. Steffey, Incorporated, commissions as established by The Real Estate Board of Baltimore on the purchase price as stated herein. Commissions due and payable on the signing of this Contract.

THIS CONTRACT contains the final and entire Agreement between the parties hereto, and neither they nor their Agents shall be bound by any terms, conditions or representations except those herein written.

WITNESS, our hands and seals, in quadruplicate.

TEST:

Isidore Ginsberg, Trustee (SEAL)

Louis M. Strauss, Trustee (SEAL)

Calman A. Levin, Trustee (SEAL)

Robert C. Sears

(SEAL)

J. D. Haynsworth (SEAL)

~~Frances A. Haynsworth~~ (SEAL)

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1957 FEB 16 AM 11:57

LIBER 103 PAGE 58

I hereby certify that on this 15th day of February, 1957, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Isidore Ginsberg and Calman A. Levin, two of the 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 fairly made.

As Witness my hand and Notarial Seal.

George E. Perry
NOTARY PUBLIC

ORDER NISI

BYRON EARL MARCUS, Infant by ISIDORE MARCUS, his uncle and next friend

versus

RENA B. MARCUS

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,761 Equity

Ordered, this 19th day of February, 1957, That the sale of the property in these proceedings mentioned made and reported by ISIDORE GINSBERG and CALMAN A. LEVIN Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 25th 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 25th day of March next.

The report states that the amount of sales ~~xxxx~~ was $11,000.00.

George T. Cromwell Clerk.

Filed 1957 Feb. 19
11:38 A.M.
True Copy.
(Final Order)

BYRON EARL MARCUS, Infant by ISIDORE MARCUS, his uncle and next friend

versus

RENA B. MARCUS

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 16th day of April, 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

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97

BYRON EARL MARCUS? Infant, by ISIDORE MARCUS, his uncle and next friend as well as Guardian under an Order of Orphans' Court of Anne Arundel County, dated March 13, 1956 (said Isidore Marcus, resides at 4008 Springdale Avenue Baltimore, Maryland, and the said Byron Earl Marcus, Infant, is temporarily residing at the same address)	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
PLAINTIFF	:	
vs.	:	
RENA B. MARCUS 5321 Park Heights Avenue Baltimore, Maryland	:	EQUITY No. 11,761
DEFENDANT	:	

PETITION

TO THE HONORABLE THE JUDGES OF SAID COURT:

The Petition of Isidore Ginsberg and Calman A. Levin, two of the Trustees appointed by the decree in the above entitled cause, respectfully shows unto your Honors:

1. That the Trustees gave notice of the time, place, manner and terms of sale by advertisement in the Evening Capital, a daily newspaper published in Anne Arundel County, for more than three successive weeks preceding the date of sale, and said Trustees did, pursuant to said notice, on Monday, the 5th day of November, 1956, at 11:30 A.M. attend on the premises and then and there offered for sale the hereinafter described property, but the highest bid obtainable was Eighty-five hundred ($6500.00) dollars, and the property was withdrawn from sale as the property is located in a good neighborhood and had been appraised in these proceedings as having the value of Eleven Thousand ($11,000.00) Dollars in fee simple.

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2. That the said property is described as, "all that lot or parcel of ground in the Second Election District of Anne Arundel County, described as follows, that is to say:

"Being a part of lot 'B' as shown on a plat of the property of William M. Owings recorded in Plat Book G.W. No. 1, Section 3, folio 222, said lot being described as follows;

"Beginning for the same at an iron pipe found on the southeasterly side of Owings Avenue (now North Glen Avenue) said pipe being distant South nineteen degrees eleven minutes West 180.80 feet from an iron pipe found at the corner formed by the intersection of the southwesterly side of the County Road with the said southeasterly side of Owings Avenue said pipe also marking the divisional line between lots Number Twelve (12) and thirteen (13) as shown on the revised drawing 'Sub-division of land appo-site Homewood.' and running thence along the said side of Owings Avenue North nineteen degrees eleven minutes East 73.10 feet to an iron pipe there set, thence leaving said Avenue and running across Lot Number Thirteen (13) of which the lot hereby conveyed is a part South seventy degrees thirteen minutes East 132.51 feet to an iron pipe set marking the divisional line between the lot hereby conveyed and lot number One on said drawing, thence with the last mentioned divisional line south nineteen degrees eleven minutes West 71.70 feet to an iron pipe found marking the above mentioned divisional line between Lots Numbers 12 and 13, thence with said last mentioned divisional line North seventy degrees forty-nine minutes West 132.50 feet to the point of beginning. Containing 9593 square feet according to survey by Clarence F. Shelley, May, 1936. Being a part of Lot Number Thirteen (13) as designated on the revised 'Subdivision of land opposite Homewood.' The improvements thereon being known as 314 N. Glen Avenue.

"Being the same lot of ground in a Deed dated November 1, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. no. 319, folio 215, from George K. Stratemeyer and Mary O. Stratemeyer, his wife, in fee simple, to Edward Marcus and Sara Marcus, his wife."

3. That a man appeared at the sale who said he was interested in the property but had not come prepared to bid and make a deposit as he thought the bids would run much higher. Up to this time, your Petitioners have not been able to get this man to make a bid for the property.

There also appeared at the sale a real estate agent, Mrs. Lenora Gordon of the Chas. H. Steffey, Incorporated, who said that she had a prospective purchaser who was interested in buying the property for $11,000.00, but subject to real estate commissions of 5%.

That by letter dated November 27, 1956, addressed to Mr. Calman A. Levin, one of the Trustees herein, Chas. H. Steffey, Incorporated, wrote as follows:

"We are, at the request of Mrs. Lenora Gordon, forwarding to you the following information.

"We feel that we are able to sell the home located at 314 North Glen Avenue, Annapolis, Maryland, at a price of $11,000, in fee simple.

"If you will review the records, we, as agents, had the property sold for $11,500.00 and unfortunately could not consummate the transaction because of the untimely death of Mr. Marcus.

"Our commission is five per cent of the gross sales price.

"We await your instructions."

4. That on the 10th day of December, 1956, this Honorable Court passed the following Order:

"ORDERED this 10th day of Dec. 1956, by the Circuit Court for Anne Arundel County, Sitting in Equity, that Isidore Ginsberg, Louis M. Strauss and Calman A. Levin, Trustees and Petitioners herein, be and they are hereby authorized to list the property mentioned in the foregoing Petition with Chas. H. Steffey, Incorporated, to be sold by them at a price of $11,000.00 in fee simple, subject to a commission to them of 5% of the gross sales price; the purchaser to be subject to the approval of the Trustees as well as this Court; and that no commission shall be payable to Chas. H. Steffey, Incorporated, unless the sale is consummated by payment by the purchaser of the full purchase price of the said property.

ated, shall be made and the sale consummated by the purchaser by the payment of the full purchase price to the Trustees no later than the 14th day of January, 1957."

5. That on January 16, 1957, this Honorable Court signed an Order which says:

"ORDERED this 16 day of January, 1957, by the Circuit Court for Anne Arundel County, Sitting in Equity, that Isidore Ginsberg, Louis M. Strauss and Calman A. Levin, Trustees and Petitioners herein, be and they are hereby authorized to list the property mentioned in the foregoing Petition with Chas. H. Steffey, Incorporated, to be sold by them at a price of $11,000.00 in fee simple, subject to a commission to them of 5% of the gross sales price; the purchaser to be subject to the approval of the Trustees as well as this Court; and that no commission shall be payable to Chas. H. Steffey, Incorporated, unless the sale is consummated by payment by the purchaser of the full purchase price of the said property.

"IT IS FURTHER ORDERED that the sale by Chas. H. Steffey, Incorporated, shall be made and the sale consummated by the purchaser by the payment of the full purchase price to the Trustees no later than the 15th day of February, 1957."

6. That Chas. H. Steffey, Incorporated, has just turned over to Calman A. Levin, one of the Trustees, a Contract dated February 8, 1957, which Contract shows that $550.00 have been paid by J.D.Haynsworth, the buyer, prior to the signing of the Contract and $10,450.00 in cash are to be paid on or before the 27 day of February, 1957, at which time settlement is to be held and possession given.

7. That the Contract is filed with the Report of Sale which was filed simultaneously with this Petition.

8. That while the Contract of Sale has been signed by the three Trustees, the Report of Sale and this Petition is signed by two of the Trustees (Louis M. Strauss, the third Trustee being away on vacation).

Wherefore your Petitioners respectfully pray that an order may be passed extending the time mentioned in the Order of January 16, 1957, from February 15, 1957, to March 20, 1957.

AND as in duty bound, etc.

Isidore Ginsberg

Isidore Ginsberg

Calman A. Levin

Calman A. Levin

Petitioners and two of the Trustees

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I hereby certify that on this 15th day of February, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Isidore Ginsberg and Calman A. Levin, two of the Trustees, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of their knowledge, information and belief.

As Witness my hand and Notarial Seal.

George E. Perry
Notary Public

ORDERED this 15th day of February, 1957, By the Circuit Court for Anne Arundel County, Sitting in Equity, that Isidore Ginsberg and Calman A. Levin, two of the Trustees and Petitioners herein, be and they are hereby authorized to list the property mentioned in the foregoing Petition with Chas. H. Steffey, Incorporated, to be sold by them at a price of $11,000.00 in fee simple, subject to a commission to them of 5% of the gross sales price; the purchaser to be subject to the approval of the Trustees as well as this Court; and that no commission shall be payable to Chas. H. Steffey, Incorporated, unless the sale is consummated by payment by the purchaser of the full purchase price of the said property.

IT IS FURTHER ORDERED, that the sale by Chas. H. Steffey, Incorporated, shall be made and the sale consummated by the purchaser by the payment of the full purchase price to the Trustees no later than the 20th day of March, 1957.

Benjamin Michaelson

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1957 FEB 19 AM 11:14

LIBER 103 PAGE 589

Byron Earl Marcus
et al

vs

Rena B Marcus

Equity # 11,761

In the
Circuit Court
For
Anne Arundel Co.

Certificate of Publication

GINSBERG & GINSBERG
914-916 Garrett Building
Baltimore 2, Maryland
LOUIS M. STRAUSS
136 South Street
Annapolis, Maryland

LEVIN & LEVIN
Equitable Building
Baltimore 2, Maryland,
SOLICITORS

Trustee's Sale

Of

Valuable Water Front Real Estate and Cottage Thereon Facing Lake Ogleton

(BAY RIDGE)

also

No. 530 First Street, Annapolis, Maryland With Improvements

and also

No. 314 N. Glen Avenue, Annapolis, Maryland With Improvements

Under and by virtue of a decree of Circuit Court for Anne Arundel County, In Equity, No. 11,761, the undersigned Trustees, will sell at public auction on the premises, on

Monday, November 5th, 1956 at 10:30 A.M., E.S.T.

all that lot of ground and improvements thereon situate in the Development of Bay Ridge, more particularly described as follows:

All that lot or parcel of land situate,

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 6, 1956

We hereby certify, that the annexed

Trustee's Sale
Eq. 11,761
Edward Marcus

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 5th day of November, 1956. The first insertion being made the 12th day of October, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. E.C. 8813

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107

lying and being in the Second Election District of Anne Arundel County, Maryland, being designated as Lot. No. 20, Section 2, as shown on a plat entitled "Plat of Part of Bay Ridge, Anne Arundel County, Maryland," and recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod J, Plat 18, (formerly recorded in W.N.W. 3, folio 13), said lot having a frontage of 50.06 ft. on Lake Drive and running back to the waters of Lake Ogleton."

Being the same lot of ground described in a Deed dated May 31, 1952, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 686 folio 258, from Elmer B. Potter, single, to Edward Marcus and Sara Marcus, his wife, in fee simple.

Said property being improved by a one and one-half (1½) story modern dwelling facing Lake Ogleton.

TERMS OF SALE: A deposit of ten per cent (10%) of the purchase price will be required of the purchaser or purchasers at the time of sale, balance of purchase money to bear interest from date of sale to date of settlement upon final ratification of sale. Water, Taxes and other public charges, if any, to be adjusted to date of sale.

And by virtue of the same decree of the Circuit Court of Anne Arundel County, in Equity No. 11,701, the undersigned Trustees will offer for sale on the premises, on

Monday, November 5th, 1956 at 11 A.M., E.S.T.

all that lot of ground and improvements located in the Second Election District of Anne Arundel County and described as follows, that is to say:

All those two lots or parcels of land situated in the second election district of Anne Arundel County, Maryland, and known and designated as parts of lots number 158 and 159 as shown on a plat of Eastport, which said plat is recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod B-1, Plat No. 11 (formerly recorded in Plat Book G. W. 1, Sect. 1, folio 11), the improvements on which are known as 530 First Street, and more particularly described as follows:

Beginning for the same at the corner formed by the inter-section of the northwest side of Chester Ave. with the southwest side of Sixth St., (now First St.) and running thence with the northwest side of Chester Ave. southwesterly 130 feet to the division line of the property heretofore conveyed to Newton S. Fox by James McMillan by deed dated May 4, 1906, and recorded among the land records of Anne Arundel County in Liber G. W. 41, folio 400, and running from thence at right angles to said Chester Ave. and with said division line northwesterly 82 feet to the division line of the lot of ground heretofore conveyed to Wm. H. Meade and wife by Richard G. Meade and wife, by deed dated October 3, 1919, and recorded among the said land records in Liber W. N. W. 20, folio 58, thence with said division line northeasterly 130 feet to the southwest side of Sixth Street (now First St.) thence with the same southeasterly 82 feet to the place of beginning.

Being the same lot of ground which by Deed dated January 27, 1951, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 660 folio 183 was conveyed in fee simple from Cleveland L. Null and Ina E. Null, his wife, to Edward Marcus and Sara Marcus, his wife.

Said property being improved by a one and one-half story cottage with two apartments and partial basement; there is a winterized back porch on the first floor. There are two bedrooms on the first floor and one bedroom on the second floor.

TERMS OF SALE: A deposit of ten per cent (10%) of the purchase price will be required of the purchaser or purchasers at the time of sale, balance of purchase money to bear interest from date of sale to date of settlement, upon final ratification of sale. Water, Taxes and other public charges, if any, to be adjusted to date of sale.

And by virtue of the same decree of the Circuit Court for Anne Arundel County, in Equity, No. 11,701, the undersigned Trustees will offer for sale on the premises, on

Monday, November 5th, 1956 at 11:30 A.M., E.S.T.

all that lot or parcel of ground in the Second Election District of Anne Arundel County, described as follows, that is to say:

Being a part of lot "B" as shown on a plat of the property of William M. Owings recorded in Plat Book G. W. No. 1, Section 3, folio 222, said lot being described as follows:

Beginning for the same at an iron pipe found on the southeasterly side of Owings Avenue (now North Glen Avenue) said pipe being distant South nineteen degrees eleven minutes West 180.80 feet from an iron pipe found at the corner formed by the intersection of the southwesterly side of the County Road with the said southeasterly side of Owings Avenue said pipe also marking the divisional line between lots Number Twelve (12) and thirteen (13) as shown on the revised drawing "Subdivision of land opposite Homewood," and running thence along the said side of Owings Avenue North nineteen degrees eleven minutes East 73.10 feet to an iron pipe there set, thence leaving said Avenue and running across lot Number Thirteen (13) of which the lot hereby conveyed is a part South seventy degrees thirteen minutes East 132.51 feet to an iron pipe set marking the divisional line between the lot hereby conveyed and lot Number One on said drawing, thence with the last mentioned divisional line south nineteen degrees eleven minutes West 71.70 feet to an iron pipe found marking the above mentioned divisional line between lots Numbers 12 and 13, thence with said last mentioned divisional line North seventy degrees forty-nine minutes West 132.60 feet to the point of beginning. Containing 9303 square feet according to survey by Clarence E. Shelley, May, 1956. Being a part of Lot Number Thirteen (13) as designated on the revised "Subdivision of land opposite Homewood." The improvements thereon being known as 314 N. Glen Avenue.

Being the same lot of ground described in a Deed dated November 1, 1944, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 319 folio 216, from George E. Stratemeyer and Mary O. Stratemeyer, his wife, in fee simple to Edward Marcus and Sara Marcus, his wife.

Said property being improved by a one-and one-half story cottage with basement and two porches; said property has two bedrooms on the first floor and two bedrooms on the second floor.

TERMS OF SALE: A deposit of ten per cent (10%) of the purchase price required of the purchaser or purchasers at the time of sale, balance of purchase money to bear interest from date of sale to date of settlement upon final ratification of sale. Water, Taxes and other public charges, if any, to be adjusted to date of sale.

TRUSTEES:

ISIDORE GINSBERG
LOUIS M. STRAUSS
CALMAN A. LEVIN

ROBERT H. CAMPBELL,
Auctioneer.

N-1

BYRON EARL MARCUS, Infant, by ISIDORE MARCUS, his uncle and next friend as well as Guardian under an Order of Orphans' Court of Anne Arundel County, dated March 13, 1956 (said Isidore Marcus resides at 4008 Springdale Avenue, Baltimore, Maryland, and the said Byron Earl Marcus, Infant, temporarily is residing at the same address).	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
PLAINTIFF	:	EQUITY NO. 11,761
vs.	:	
REMA B. MARCUS 5321 Park Heights Avenue Baltimore, Maryland	:	
DEFENDANT	:	

.. ..

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Isidore Ginsberg, Louis M. Strauss and Calman A. Levin, Trustees appointed by the decree in the above entitled cause, respectfully shows unto your Honors:

1. That Isidore Ginsberg and Calman A. Levin, two of the Trustees appointed by the decree in the above entitled cause (Louis M. Strauss, the third Trustee, being away at the time on vacation, but who had signed the Contract of Sale), reported the sale of the property - 314 N. Glen Avenue, Annapolis, Maryland - to J. D. Haynsworth.

2. That the Order of nisi will expire on March 25, 1957.

3. That the attorney for the purchaser has requested that an Order nunc pro tunc be submitted to the Court for the purpose of authorizing Louis M. Strauss, the third Trustee herein, to sign the report of sale, and that the Order nunc pro tunc further authorize the filing of a Certified Copy of the Will of the late Edward Marcus in these proceedings.

WHEREFORE your petitioners respectfully pray that an Order

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108

nunc pro tunc may be passed by this Honorable Court authorizing Louis M. Strauss to sign report of sale, as Trustee and, further, authorizing the filing of a Certified Copy of the Will of Edward Marcus, deceased, in these proceedings.

And, As In Duty Bound, etc.

Isidore Ginsberg

ISIDORE GINSBERG

Louis M. Strauss

LOUIS M. STRAUSS

Calman A. Levin

CALMAN A. LEVIN

Petitioners and Trustees

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I hereby certify that, on the 12th day of March, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Isidore Ginsberg and Calman A. Levin, two of the Trustees, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of their knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Mercedes Borden Lock

Notary Public

MY COMMISSION EXPIRES MAY 6th, 1957

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 13th day of March, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Louis M. Strauss, one of the Trustees, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Mildred F. Bean
Notary Public

No. 11,761 Equity

ORDER OF COURT

ORDERED this 13th day of March, 1957, by the Circuit Court of Anne Arundel County, sitting in Equity, that Louis M. Strauss, one of the Trustees be, and he hereby is, authorized to sign the report of sale mentioned in the foregoing Petition nunc pro tunc and it is further ORDERED that the Trustees be, and they hereby are, authorized to file in these proceedings nunc pro tunc a Certified Copy of the Will of the late Edward Marcus.

Benjamin Michaelson
Judge

FILED
1957 MAR 13 PM 3:56

112

Byron E Marcus, et al
vs.
Rena Marcus

LIBER 103 PAGE 594 Equity 11,701
In the Circuit Court
For
Anne Arundel County

April 6, 1954

LAST WILL AND TESTAMENT OF

EDWARD MARCUS

I, Edward Marcus, of Anne Arundel County, Maryland, being of sound and disposing mind and memory and desiring to make provision for my only son, Byron Earl Marcus, do hereby make, publish and declare this to be my Last Will and Testament, hereby expressly revoking any Will or Wills by me heretofore made.

In the event of my death my entire estate, meaning property and any monies, shall go to my only son, Byron Earl Marcus.

If, at the time of my death Byron Earl Marcus is a minor, I appoint as Guardians and trustees, Benjamin B. Shapiro, David A. Shapiro, Henry Marcus, Isidore Marcus and Meyer D. Levin, or the survivor of them, for my son during his minority.

In addition to the duties ordinarily exercised by guardians and trustees, I trust they will guide Byron in the same way they would if he were their own son, including guidance regarding matriculation at college, choosing a profession, occupation or business. But Byron is to be consulted on all decisions and his viewpoint seriously considered.

And Byron is to seriously consider the advice of the above mentioned guardians.

FILED
1957 MAR 13 AM 9:31

3

In the event of the simultaneous death of my son, Byron, and myself, then I give and devise all my property at that time remaining--real, personal and mixed, unto the following:

Three-quarters of my entire estate to be divided equally among the following:

Isidore and Rachel Marcus

Anna Nelson, if living, otherwise to her son, Joseph Nelson, or his heirs

Dorothy and Max Feinstein, or survivor or heirs

Henry Marcus, if living, otherwise to the above surviving groups.

The remaining one-quarter of my estate to be divided among the following;

Meyer D. Levin or heirs

Benjamin B. Shapiro or heirs

David A. Shapiro or heirs

Witness my hand and seal at Annapolis, Md., this 6th day of April, 1954.

(seal) Edward Marcus

Witness Lillian Weeks Witness Bertha Christy

Baltimore City, ss.

On the 23rd day of February, 1956

came Rena Marcus

and made oath in due form of law, that she does not know of any Will or Codicil of Edward Marcus late of said City, deceased, other than the above instrument of writing, and that she ~~received~~ obtained the same from safe deposit box of deceased at County Trust Co., and that the said Edward Marcus departed this life

on the 12th day of January, 1956

SWORN TO in open Court

TEST: Leroy C. Shaughnessy
Register of Wills for Baltimore City.

115

Baltimore City, ss. LIBER 103 PAGE 596

On the 24th day of February, 1956 came Bertha Christy

one of the subscribing witnesses to the aforegoing last Will and Testament of Edward Marcus

late of said city, deceased, and made oath in due form of law, that she did see Testat or sign and seal this Will; that she heard her publish, pronounce and declare the same to be her last Will and Testament; that at the time of his so doing he was to the best of her apprehension of sound and disposing mind, memory, understanding; and that she, together with Lillian Weeks, the other attesting witness thereto,

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

SWORN TO in open Court

TEST: Leroy C. Shaughnessy
Register of Wills for Baltimore City.

2000—5-56 181

116

BALTIMORE CITY, SS:

Signature of Lillian Weeks one of the subscribing witnesses to the Last Will and Testament of EDWARD MARCUS, late of Baltimore City, deceased, proven by deposition taken by William E. MacFadden, Commissioner, appointed by the Orphans' Court of Baltimore City, dated 23rd day of February, 1956, in accordance with Sec. 381, Acts of 1951.

LEROY C. SHAUGHNESSY
Register of Wills for Baltimore City.

In the Orphans' Court Baltimore City:

The Court, after having carefully examined the above last Will and Testament of Edward Marcus, late of Baltimore City, deceased, ~~[illegible]~~ ~~the Codicil thereunto annexed~~ and also evidence adduced as to its validity, Orders and Decrees, this 13th day of November, 1956, that the same be admitted in this Court as the true and genuine last Will and Testament ~~[illegible]~~ of the said Edward Marcus, deceased.

JUDGES
Nellie Marie Marshall
Daniel Friedman

1000 9-54 148

1-8

LIBER 103 PAGE 597

State of Maryland,

BALTIMORE CITY, ss.

I, LEROY C. SHAUGHNESSY, Register of Wills, and, by law, keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Baltimore City, **DO HEREBY CERTIFY THAT** the aforegoing is a true and full copy of Last Will and Testament of Edward Marcus late of said city, deceased, together with the proofs and probate thereof, taken from Wills Liber L.C.S. No. 261 folio No. 453 etc., being one of the Records filed, Recorded and kept in the office of the Register of Wills for Baltimore City.

In Testimony Whereof, I hereunto subscribe my name and affix the Seal of said Court and office, this 12th day of March, in the year of our Lord nineteen hundred and fifty-seven

Leroy C. Shaughnessy
Register of Wills for Baltimore City.

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 19, 1957

We hereby certify, that the annexed Order Nisi Sale Eq. 11,761 Byron Earl Marcus

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 March, 1957. The first insertion being made the 20th day of February, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,761 Equity

BYRON EARL MARCUS, Infant by ISIDORE MARCUS, his uncle and next friend

Versus

BENA B. MARCUS

Ordered, this 19th day of February, 1957, That the sale of the property in these proceedings mentioned made and reported by ISIDORE GINSBERG and CALMAN A. LEVIN Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 25th 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 25th day of March next.

The report states that the amount of sale was $11,000.00.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:

GEORGE T. CROMWELL, Clerk

M-13

FILED 1957 APR 12 PM 12:48

No. E.C. 10649

120

LIBER 103 PAGE 598

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Notice To Creditors

BYRON EARL MARCUS,
Infant etc.
vs.
RENA B. MARCUS.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
Equity No. 11,761

In accordance with the provisions of Annotated Code of Maryland, 1956 Cumulative Supplement, Article 93, Section 119, Acts of 1955, Chapter 46, all persons having claims against the Estate of Edward Marcus, Deceased, are hereby warned to exhibit the same with vouchers thereof, legally authenticated, to the subscribers, on or before the 21st day of November, 1956; they may otherwise, by law, be excluded from all benefit in these proceedings.

Given under our hands this 8th day of August, 1956.

ISIDORE GINSBERG,
914 Garrett Bldg., Baltimore 2, Md.
LOUIS M. STRAUSS,
124 South Street, Annapolis, Md.
Trusteers under Decree dated August 6, 1956.
CALMAN A. LEVIN,
223 Equitable Bldg. Balto. 2, Md.
Trustee under Decree dated Aug. 6 and Aug. 10, 1956. S-6

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 28, 1957

We hereby certify, that the annexed Notice to Creditors Eq. 11,761 Byron Earl Marcus, Infant was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 21st day of November, 1956. The first insertion being made the 16th day of August, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 1957 MAY 29 AM 11:53 By Hazel Tilghman

121

In the Case of

Byron Earl Marcus,
Infant, etc.
vs.
Rena B. Marcus,
et al

In the

Circuit Court

For

Anne Arundel County

No. 11,761 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.

April 22, 1957

All of which is respectfully submitted.

Laura N. Jickling
Auditor

Filed 1957 Apr. 29 P.M. 347

Dr. in ac.

Byron Earl Marcus, Infant, etc. vs. Rena B. Marcus, etal

To Trustees for Commissions, viz:				
Commissions on sale #530 First St., Eastport	326	38		
Commissions on sale Lot 20 Sec. 2 Bay Ridge	360	82		
Commissions on sale #314 N. Glen Ave.	360	00	1,047	20
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	165	75		
Jos. C. Deegan - Sheriff's costs	3	35		
Jos. W. Alton, Jr. - Sheriff's costs	4	35		
John G. Rouse, Jr. - Examiner's fee	10	00		
Katharine H. McCutchan - Stenographer's fee	15	00		
Auditor - stating this account	67	50	285	95
To Trustees for Expenses, viz:				
Capital-Gazette Press - notice to creditors	8	00		
Capital-Gazette Press - advertising sale	189	91		
Capital-Gazette Press - orders nisi on three sales	24	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	30	69		
Globe Indemnity Co. - bond premium	140	00		
Robert H. Campbell - auctioneer's fee	200	00		
Chas. H. Steffey, Inc. - broker's commission (sale 314 N. Glen Ave.)	550	00		
Fred E. Voges - appraisal and testimony	50	00		
T. Carroll Worthington - appraisal and testimony	50	00		
John H. Hopkins, IV, Agent - fire insurance premiums from 8/8/56 to 1/18/57 covering three properties	74	36		
Clerk of Court - certified copy deed	2	25		
Register of Wills of Baltimore City - certified copies of Will	6	00		
One-half Federal documentary stamps:				
Sale of #530 First Street, Eastport	11	00		
Lot 20, Sec. 2, Bay Ridge	12	10		
314 N. Glen Ave., Annapolis	12	10		
Notary fees advanced	3	00		
Mildred F. Bean - notary fees	2	50	1,371	91
To Trustees for Adjustments, viz:				
1956 Annapolis City taxes on #530 First St. ($79.01) - adjusted 12/15/56	36	19		
Rent of second floor apartment ($65.00) - adjusted to 12/15/56	32	50		
1957 State and County taxes on #314 N. Glen Ave. - adjusted to 3/24/57	27	60		
1956 Annapolis City taxes on #314 N. Glen Ave. - adjusted to 3/24/57	20	82	117	11
To Trustees for Benefit Charges, viz:				
Annapolis Water Dept. - metered water for 530 First St., Eastport to 12/15/56	10	07	10	07
To Trustees for Liens, viz:				
First Federal Savings & Loan Ass'n of Annapolis - in full payment mortgage on #530 First Street, Eastport	7,892	51		
Recording release	1	00		

Capital City Building & Loan Ass'n - mortgage debt and foreclosure expenses (Order 12/19/56), viz:					
Balance due on principal and interest to 6/6/56	$9,581.60				
Interest to 12/15/56	306.93				
Court costs #11,765 Equity	20.50				
Advertising sale	35.67				
One-half attorney's commission	162.04	10,106	74		
Recording release		1	00	18,001	25
To Trustees for Claims filed against Estate of Edward Marcus, viz:					
Annapolis Banking & Trust Co. - promissory note	$500.00				
Interest thereon from 11/25/55 to 5/25/57	75.00				
Annapolis Utilities, Inc.- claim filed	23.17				
Annapolis Utilities, Inc. claim filed	8.99				
Gas & Electric Co. - claim	4.06	611	22	611	22
BALANCE FOR DISTRIBUTION - $10,528.53					
Distributed to the heirs at law of Edward Marcus, as follows:					
To Rena B. Marcus, Widow - one-third	$3,509.51				
Less direct inheritance tax	35.09	3,474	42		
To Byron Earl Marcus, son - one-third	$7,019.02				
Less direct inheritance tax	70.19	6,948	83		
To H. Stanley Clark, Register of Wills - total direct inheritance tax		105	28	10,528	53
				31,973	24

with

Isidore Ginsberg, Louis M. Strauss and Calman A. Levin, Trustees

Cr.

1956						
Nov.	5	Proceeds of Sale of #530 First Street, Eastport	9,825	00		
		Interest on deferred payment of $8,842.50 to 12/12/56	54	39		
		Proceeds of Sale of Lot 20 Sec. 2, Bay Ridge	11,000	00		
		Interest on deferred payment of $9,900.00 to 12/12/56	60	68		
1957						
Feb.	8	Proceeds of Sale of 314 N. Glen Ave., Annapolis	11,000	00	31,940	07
		Refunds:				
		1956 State and County taxes on 530 First St. ($100.74) - adj.	4	20		
		Fire insurance premium - 530 First St.	12	97		
		1956 State and County taxes on Lot 20 Sec. 2, Bay Ridge ($157.02) adjusted	6	54		
		Fire insurance premium - Lot 20 Sec. 2, Bay Ridge	9	46	33	17
					31,973	24

LIBER 103 PAGE 602

ORDER NISI

Byron Earl Marcus,

etc.

VERSUS

Rena B. Marcus,

Et al

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,761 Equity.

ORDERED, This 29th day of April, 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 3rd day of ~~May~~ 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 3rd day of June ~~May~~ next.

George T. Cromwell Clerk

1957 APR 29 AM 3:47 FILED

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 10th day of June, 1957, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustees apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge

Filed 1957 Jun. 11, P.M. 12:24

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 10, 1957

We hereby certify, that the annexed Order Nisi Eq. 11761 Auditor Account Byron Earl Marcus 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 3rd day of June, 1957. The first insertion being made the 2nd day of May, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. ..... EQUITY

..... 19 No. ..... Docket

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,761 Equity
BYRON EARL MARCUS, etc.
Vs.
RENA B. MARCUS, et al.

Ordered, this 29th day of April, 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 3rd 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 3rd day of June next.

GEORGE T. CROMWELL, Clerk.

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

M-16

FILED

No. M957 JUN 10 PM 1:48

26