

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND.

BENJAMIN GARNER AND *
PEARL C. GARNER, HIS WIFE, *
St. Leonards, Maryland *
COMPLAINANTS *

VS *

GARY OIL, INC., A BODY CORPORATE *
OF THE STATE OF MARYLAND, a.k.a. *
MID-ATLANTIC PETROLEUM CORPORATION, *
AND MID-ATLANTIC PETROLEUM CORPORATION, *
A BODY CORPORATE OF THE STATE OF *
MARYLAND *
615 Mercantile Trust Building *
RESPONDENT *

IN EQUITY NO. 11,798

BILL OF COMPLAINT FOR SPECIFIC PERFORMANCE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

YOUR ORATORS, Benjamin A. Garner and Pearl C. Garner, his wife, by Loker & Guyther, their solicitors, complaining say:

1. That they are the owners of the fee simple title to a certain tract or parcel of ground with the improvements thereon erected, made and being, situate, lying and being in the Second Election District of Calvert County, Maryland, containing three-fourths (3/4) of an acre of land, more or less, which said lot or parcel of land was acquired by them by virtue of a certain deed from John K. Dodson and Pauline G. Dodson, dated January 28, 1948, and recorded in Liber A.W.R. No. 14, folio 200, one of the Land Records of Calvert County, Maryland, a certified copy of which said deed is attached hereto as part hereof and marked "Complainants' Exhibit A."

2. That on or about the 19th day of August, 1955, Your Orators, and the Respondent, Gary Oil, Inc., a body corporate of the State of Maryland, a.k.a. Mid-Atlantic Petroleum Corporation, and Mid-Atlantic Petroleum Corporation, a body corporate of the State of Maryland, entered into and executed a certain paper writing, under the terms of which the said Respondent agreed to purchase from Your Orators all of the said real estate and improvements hereinabove referred to at and for the sum of Fifteen Thousand Three Hundred Fifty-five Dollars (\$15,355.00) of which said sum the amount of Five Hundred Dollars (\$500.00) was paid to Your Orators by the said Respondent, all in accordance with the provisions of the said paper writing, an executed copy of which is attached hereto as part hereof and marked "Complainants' Exhibit B." That

Your Orators are credibly informed and verily believe that the said Gary Oil, Inc.,

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has changed its corporate name to Mid-Atlantic Petroleum Corporation, which said last-named corporation is the successor in interests of the said Gary Oil, Inc., for the purpose of these proceedings.

3. That under the terms of the hereinabove mentioned written agreement, the parties thereto covenanted that settlement and consummation of the sale of the said real estate would be made within 90 days from the date of the said agreement, but that in compliance with the request of the said Respondent, the said settlement was postponed until December 15, 1955.

4. That notwithstanding the terms of the said written agreement, made and executed as aforesaid by Your Orators and the said Respondent, Your Orators were informed on or about the 20th day of December, 1955, that the said Respondent refused, and still refuses to comply with the terms of its agreement with Your Orators and the said Respondent refused and still refuses to pay or secure unto Your Orators the balance of the purchase money for the said land and premises as by the terms of the said agreement it had promised and agreed to do, although the time limited for the payment thereof has long since passed.

5. That Your Orators are now and at all times since the execution of the said agreement, have been ready, willing and able to give to the said Respondent a proper conveyance of a good, unencumbered, merchantible title and estate in fee simple, to the said land and premises in the said agreement described and mentioned.

TO THE END THEREFORE:

I. That the said agreement may be specifically enforced, and that the said Respondent may be decreed to pay and/or secure unto Your Orators the purchase money agreed to be paid and/or secured, with all arrears of interest thereon accrued and to accept from Your Orators a conveyance of the hereinabove described and mentioned land and premises.

II. And that Your Orators may have such other and further relief as their cause may require.

And As In Duty Bound, Etc.

Benjamin A. Garner
BENJAMIN A. GARNER

Pearl C. Garner
PEARL C. GARNER

COMPLAINANTS

LOKER & GUYTHER

BY *W. M. Loker, Jr.*

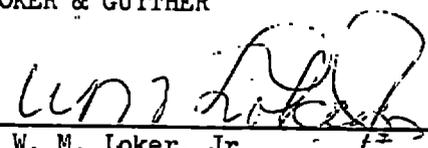
W. M. Loker, Jr.
Solicitors for Complainants

I hereby certify that a copy of the within and foregoing Bill of Complaint was

mailed this 23rd day of June, 1956, to Francis B. Burch, Esq., Allen, Burch & Allen, 546 Equitable Building, Calvert and Fayette Streets, Baltimore 2, Maryland, Solicitors for the Respondents, postage prepaid.

LOKER & GUYTHER

BY



W. M. Loker, Jr.
Solicitors for Complainants

U. S. I. R. STAMP \$1.10 - MARYLAND STAMP TAX \$1.10

THIS DEED, Made this 28th day of January, in the year nineteen hundred and forty-eight, by and between John K. Dodson and Pauline C. Dodson, his wife, of Calvert County in the State of Maryland, of the first part, and Benjamin A. Garner and Pearl C. Garner, his wife, of the second part.

WITNESSETH, that in consideration of the sum of Ten Dollars and other good and valuable considerations, the receipt of which is hereby acknowledged, the said parties of the first part do grant and convey unto the said parties of the second part, and to the survivor of them, his or her heirs and assigns, in fee simple, as tenants by the entireties, all their undivided one-half interest in and to all that lot, tract or parcel of ground situate, lying and being in the Second Election District of Calvert County, Maryland, at Hunting Creek, at the junction of the State Road known as Route 2, and the road leading to Plum Point, bordering on the North side of the said Plum Point road and on the East and West of said Route 2, adjoining the lands now owned by or now in the possession of Nettie L. Hooper, Stanley Cox, Benjamin A. Garner and Pearl C. Garner and others, containing one acre of land, more or less.

Being all and the same land described in a deed from Edward Cox, Jr., et al, to John K. Dodson and Pauline K. Dodson, his wife, dated February 26, 1946, and recorded in Liber A.W.R., No. 6, folio 279, one of the Land Records of Calvert County, Maryland.

Being also all and the same land described in a deed from John K. Dodson and wife to Benjamin A. Garner and wife, dated October 26, 1946 and recorded in Liber A.W.R. No. 8, folio 487, one of the Land Records of Calvert County, Maryland.

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

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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 parties of the second part, and to the survivor of them, his or her heirs and assigns, in fee simple.

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

Witness the hands and seals of said grantors.

Test:

Oliver S. Hill
(Oliver S. Hill)

John K. Dodson (SEAL)
(John K. Dodson)
Pauline C. Dodson (SEAL)
(Pauline C. Dodson)
(Pauline C. Dodson)

State of Maryland, Prince George's County, to wit:

I HEREBY CERTIFY, that on this 28th day of January, 1948, before me, the subscriber, a Notary Public of the State and county aforesaid, personally appeared John K. Dodson and Pauline C. Dodson, his wife, the above named grantors, and they acknowledged the foregoing deed to be their act.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL)

Oliver S. Hill
(Oliver S. Hill)
Notary Public

Recorded January 29, 1948, at 12.50 P. M. and examined per

Alan W. Ross, Clerk.

Orig. to Benjamin A. Garner Huntingtown, Md. 3/15/48, by mail.

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State of Maryland, Calvert County, to wit:

I HEREBY CERTIFY, That the foregoing is a true copy of a Deed recorded in Liber A.W.R. No. 14, folio 200, one of the Land Records of Calvert County, Maryland.

In Testimony Whereof, I hereunto set my hand and affix the Seal of the Circuit Court for Calvert County, Maryland, this 24th day of March, in the year one thousand nine hundred and fifty-six.


J. Lloyd Bowen
J. Lloyd Bowen, Clerk.

"COMPLAINANTS' EXHIBIT B"

SALES CONTRACT - MARYLAND

Law Reporter Blank No. 263

LIBER 106 PAGE 7

Aug. 19, 1955

Received from: Gary Oil Inc.
a deposit of Five hundred & NO/100- (\$500.00)
to be applied as part payment of the purchase of Lot Parcel of land in the 2nd election
district of Calvert County, situate at north east corner of St. Rt. 2 & Plum Pt. road,
improvements thereon known as No. Shell Service Center,
further described on reverse hereof in the State of Maryland, upon the following terms of sale:

Total price of property
Fifteen thousand three hundred and fifty five & NO/100- Dollars (\$15,355.00)

The purchaser agrees to pay
Six thousand & NO/100- Dollars (\$6000.00)

cash at the date of conveyance, of which sum this deposit shall be a part.
The purchaser is to assume, give, place, take title subject to, a first deed of trust secured on
the premises of
Dollars (\$ - - - - -)

due - - - - -, 19 - - - - -, bearing interest at the rate of - - - - - per cent
per annum, payable; Sale is to include the following equipment, now the property of
Shell Oil Co., which Vendors will purchase prior to or at settlement, and deliver free
and clear to purchasers; (3) 1000 gal. tanks, (1) 550 gal. tank, (3) gas pumps, (1)
kerosine pump, (1) lift, (1) air compressor, (1) air stand, (1) transmission outfit.

The balance of deferred purchase money is to be secured by a first mortgage
property, to be paid in semi-annual installments of Four hundred sixty seven dollars (\$467.75)
or more, plus interest at the rate of 5 per centum per annum, each installment when so
paid to be applied, first, to the payment of interest on the amount of principal remaining unpaid
and the balance thereof credited to principal.

Trustees in all deeds of trust are to be named by the parties secured thereby. The property is sold free of encumbrance except as aforesaid; title is to be good of record and in fact subject, however, to covenants, conditions and restrictions of record if any; otherwise said deposit is to be returned and sale declared off at the option of the purchaser, unless the defects are of such character that they may readily be remedied by legal action, but the seller and agent are hereby expressly released from all liability for damages by reason of any defect in the title. In case legal steps are necessary to perfect the title, such action must be taken by the seller promptly at his own expense, whereupon the time herein specified for full settlement by the purchaser will thereby be extended for the period necessary for such prompt action.

Rents, taxes, water rent, insurance and interest on existing encumbrances, if any, and operating charges are to be adjusted to the date of transfer. Taxes, general and special, are to be adjusted according to the certificate of taxes issued by the Treasurer of the County, except that assessments for improvements completed prior to the date hereof, whether assessment therefor has been levied or not, shall be paid by the seller or allowance made therefor at the time of transfer. If the property is serviced by the Washington Suburban Sanitary Commission, annual benefit charges of said Commission are to be adjusted to date of transfer and assumed thereafter by purchaser.

Examination of title, tax certificate, conveyancing, notary fees and all recording charges, including those for purchase money trust, if any, are to be at the cost of the purchaser; provided, however, that if upon examination the title should be found defective the seller hereby agrees to pay the cost of the examination of the title and also to pay to the agent herein a commission hereinafter provided for just as though the sale had actually been consummated and all the terms of this contract complied with.

Within 90 days from the date of acceptance hereof by the owner, or as soon thereafter as a report on the title can be secured if promptly ordered, the seller and purchaser are required and agree to make full settlement in accordance with the terms hereof. If the purchaser shall fail so to do, the deposit herein provided for may be forfeited at the option of the seller, in which event the purchaser shall be relieved from further liability hereunder, or without forfeiting the said deposit the seller may avail himself of any legal or equitable rights which he may have under this contract. In the event of the forfeiture of the deposit, the seller shall allow the agent one-half thereof as a compensation for his services to him.

Settlement is to be made at the office of David A. Harkness, Atty., Prince Frederick, Md. (Name of Broker) said atty. (Name of Broker)

or at the Title Company searching the title, and deposit with the Title Company or with (Name of Broker)

of the purchase money, the deed of conveyance for execution and such other papers as are required of either party by the terms of this contract shall be considered good and sufficient tender of performance of the terms hereof. Seller agrees to execute the usual special warranty deed. Property to be sold subject to an existing tenancy as follows: none

Seller agrees to give possession at time of settlement, and in the event he shall fail so to do he shall become and be thereafter a tenant by the week of the purchaser and hereby waives all notice to quit and purchaser may proceed to recover possession of said premises under and by virtue of the provisions of the Laws of Maryland or by such proceedings as may be in use in like proceedings between landlord and tenant. (Strike one of the two foregoing sentences.)

The risk of loss or damage to said property by fire or other casualty until the deed of conveyance is recorded is assumed by the seller. All notices of violations of local ordinances or requirements, issued by legal authority or prosecutions in any court on account thereof against or affecting the property at the date of the settlement of this contract shall be defended or complied with by the seller and the property conveyed free hereof. This provision shall survive the delivery of the deed hereunder, regardless of knowledge or notice of the same on the part of purchaser.

The seller agrees to pay to J. B. Waters (Name of Broker)

his agent, a commission amounting to \$ 1350.00 and the Title Company, or the Real Estate Office, through which settlement is made is hereby authorized and directed to make deduction of the aforesaid commission from the proceeds of the sale and to make payment thereof to the said agent. Entire deposit to be held by J. B. Waters (Name of Broker)

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

This contract, made in triplicate, when ratified by the seller contains the final and entire agreement between the parties hereto and shall not be bound by any terms, conditions, statements or representations, oral or written, not herein contained.

[Signature]
Agent.

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

Property is to be conveyed in the name of Gary Oil Inc.

Attest; Robert A. Clement Secty. July 17, 1956
by: Gary Oil Inc. Donald B. Bullinger Purchaser. Esq. Vice Pres.

Benjamin A. Gannet Seller.

Elizabeth Gannet Wife of Seller.

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Filed April 27, 1956

Pl ex #3 no 11,798 Equity



DESCRIPTION:

ALL of that parcel, or tract of land, situate, lying and being at the north east intersection of State Rt. #2 and the Plum Point Road (Rt. 263), in the Second Election District of Calvert County in the State of Maryland, more particularly described by Deed from John K. and Pauline C. Dodson to Benj. A. and Pearl C. Garner, dated Jan. 28, 1948, recorded Jan. 29, 1948 in Liber A W R 14, folio 14, one of the land records of Calvert County, containing three quarters of an acre more or less.

Sale Contract

MARYLAND

REAL ESTATE

BETWEEN

Purchaser

AND

Owner

, 19

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

BENJAMIN GARNER AND :
PEARL C. GARNER, HIS WIFE, :
St. Leonards, Maryland :
COMPLAINANTS :

VS. :

GARY OIL, INC., A BODY CORPORATE :
OF THE STATE OF MARYLAND, a.k.a. : IN EQUITY
MID-ATLANTIC PETROLEUM CORPORATION, :
AND MID-ATLANTIC PETROLEUM CORPORATION, : No. * 11,798
A BODY CORPORATE OF THE STATE OF :
MARYLAND :
615 Mercantile Trust Building :
RESPONDENT :

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

ANSWER TO BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Mid-Atlantic Petroleum Corporation (formerly known as Gary Oil, Inc.), Respondent, by Francis B. Burch and Allen, Burch & Allen, its solicitors, in answer to the Bill of Complaint heretofore exhibited against it respectfully says:

1. It admits the allegations contained in paragraph 1 of said Bill of Complaint.
2. It admits the allegation of paragraph 2 that Gary Oil, Inc., changed its corporate name to Mid-Atlantic Petroleum Corporation. It denies that it entered into and executed a certain paper writing, under the terms of which it agreed to purchase from Complainants all of the real estate and improvements referred to in paragraph 1 of the Bill of Complaint. An examination of the Complainant's Exhibit "B" attached to the Bill of Complaint discloses that the property therein described is not the same property referred to in paragraph 1 of the Bill of Complaint and as set forth in Complainant's Exhibit "A" in that the property referred to in Complainant's Exhibit "A" is the property as recorded among the Land Records of Calvert County in Liber AWR #14, folio 200, whereas the property referred to

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in Complainant's Exhibit "B" is property described in a deed recorded among the Land Records of Calvert County in Liber AWR #14, folio 14. Furthermore, Respondent states that the property referred to in Complainant's Exhibit "B" is property allegedly located in Calvert County whereas the allegations of the Bill of Complaint state that the property owned by the Complainant is located in St. Mary's County, Maryland.

Further answering said paragraph 2 of said Bill of Complaint your Respondent states that on or about August 19, 1955 it did execute the paper writing marked Complainant's Exhibit "B" wherein it agreed to purchase a parcel of land in the Second Election District of Calvert County, but it states that the description of said land as contained in said agreement of August 19, 1955 is vague, uncertain and incorrect thereby making said contract so indefinite as to render its enforcement impossible.

As to the said agreement of August 19, 1955 executed by Respondent with Complainants, Respondent states that said agreement was entered into by it solely in reliance upon certain material representations made to it by the Complainants and their agent, which said representations Respondent learned were false on or about December 19 and December 20, 1955. Had said representations not been made to Respondent, and had not other material facts been concealed from Respondent by Complainants and their agent at or before the execution of the agreement of August 19, 1955, Respondent would not have entered into said agreement. Respondent further says that said representations were made to it by the Complainants and their agent with knowledge of their falsity and with the intention that the same be relied upon by your Respondent. Immediately after your Respondent ascertained that the said representations made by the Complainants and their agent were false it notified Complainants of its intention to avoid the aforesaid agreement of August 19, 1955

and demand was made upon the Complainants and their agent for a refund of the \$500.00 deposit made by your Respondent at the time of the execution of said agreement of August 19, 1955. Said refund has not been made to Respondent. Respondent has also sustained other losses and damages on account of the fraud and misrepresentations aforesaid.

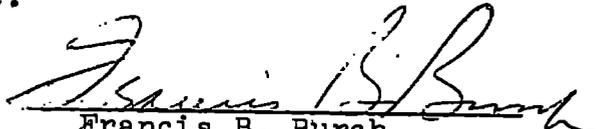
3. In answer to the allegations of paragraph 3, Respondent states that the provisions of the August 19, 1955 agreement speak for themselves. Respondent further says that it did request that settlement be postponed until December 15, 1955, but thereafter, and on or about December 19, 1955, it ascertained for the first time that the representations made by the Complainants and their agent for the purpose of inducing Respondent to enter into said agreement of August 19, 1955 were false. Respondent thereupon immediately elected to avoid the said contract of August 19, 1955.

4. Answering paragraph 4 of the Bill of Complaint your Respondent admits that it has refused to settle for the property referred to in said contract of August 19, 1955 for the reason that said agreement of August 19, 1955 is infected with fraud and Respondent is not obliged to accept title to the property covered thereby even if the property is sufficiently described as to make the said contract otherwise enforceable.

5. Respondent denies the allegations contained in paragraph 5 of the Bill of Complaint.

WHEREFORE Respondent prays that it may be henceforth dismissed with costs.

AND AS IN DUTY BOUND, etc.


Francis B. Burch


Allen, Burch & Allen
Solicitors for Respondent
548 Equitable Building
Baltimore 2, Maryland

LIBER 106 PAGE 11
COUNTERCLAIM

Now comes Mid-Atlantic Petroleum Corporation (formerly known as Gary Oil, Inc.) by Francis B. Burch and Allen, Burch & Allen, its attorneys, and for its counterclaim against Benjamin Garner and Pearl C. Garner, his wife, respectfully says:

1. That its claim against the Complainants, Benjamin Garner and Pearl C. Garner, arises out of the transaction and agreement of August 19, 1955 as set forth in Complainant's Exhibit "B" attached to the Bill of Complaint heretofore filed in these proceedings.

2. That all matters alleged in the Bill of Complaint which are admitted in the Answer and all allegations and matters set forth in the Answer are prayed to be taken as a part of this counterclaim to the same extent as if fully incorporated herein.

3. That due to the fraud, misrepresentation and concealment of material facts as more fully set forth in the hereinbefore Answer to the Bill of Complaint, Counterclaimant on or about December 19, 1955 advised Complainants that it was avoiding the agreement of August 19, 1955, and, it thereupon demanded of the Complainant's the return of its deposit of \$500.00 made at the time of the execution of the said agreement of August 19, 1955 which said payment of \$500.00 the Complainants have failed and refused to make.

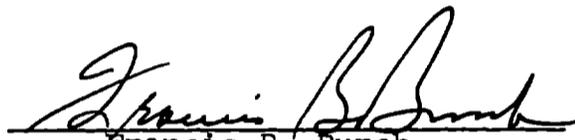
4. That Counterclaimant expended large sums of money in preparation for and in anticipation of the acquisition of the property referred to in the said Bill of Complaint all with the belief and understanding that the said property was as represented to it by the said Complainants and their agent; and as a result of the false representations made to it by the said Complainants and their agent, as well as the concealment by them of material facts, Counterclaimant was forced to avoid the said contract of August 19, 1955 to its great loss and damage.

WHEREFORE, Counterclaimant prays:

1) That this Honorable Court may by its decree or decrees direct Complainants to refund unto Counterclaimant its deposit of \$500.00 plus such other amount as this Honorable Court may determine represents the loss and damage sustained by Counterclaimant as a result of the wrongful and fraudulent conduct of Complaints.

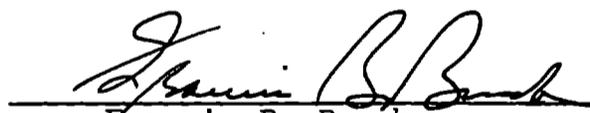
2) That your Counterclaimant may have such other further relief as the nature of its case may require.

AND AS IN DUTY BOUND, etc.


Francis B. Burch


Allen, Burch & Allen
548 Equitable Building
Baltimore 2, Maryland

I HEREBY CERTIFY that I caused a copy of the foregoing Answer to Bill of Complaint and Counterclaim to be mailed this ^{5th} day of ~~August~~ ^{September}, 1956 to William Loker, Jr., Esquire, Attorney for Complainants, at his office in Leonardtown, Maryland.


Francis B. Burch
Solicitor for Respondent
and Counterclaim

7. State the name and address of the broker and agent whom Complainants authorized to represent them in negotiations with Respondent for the sale of the said Service Station property.

8. What limitations were placed by Complainants upon the authority of said real estate agent and broker in dealing with Respondent and other prospective purchasers of the said Service Station property?

9. State the names and addresses of all persons who were shown the said Service Station property as prospective customers for the purchase of the same.

10. Give the names of the periodicals or newspapers in which the said property was advertised for sale and state the dates of each such advertisement as it appeared in each such periodical or newspaper.

11. State whether the said Service Station property was ever contracted to be sold to any person or persons during the period January 1, 1955 to August 18, 1955.

12. If the answer to the preceding interrogatory is yes, state the names and addresses of the person or persons to whom said property was sold and state the date of the contract of sale, if any.

13. If the answer to interrogatory number 11 is yes, then as to each such instance when the said property was sold state the selling price therefor.

14. State whether the Complainants ever purchased from Shell Oil Company the equipment referred to in the agreement of August 19, 1955.

15. State the first date on which Shell Oil Company agreed that it would sell to Complainants the equipment referred to in the agreement of August 19, 1955.

16. If the Shell Oil Company ever refused to sell to the Complainants the equipment referred to in the agreement of August 19, 1955, state whether said refusal was in writing or oral and state the date of said refusal.

17. State whether any efforts have been made by Complainants to dispose of the property referred to in the agreement of August 19, 1955 since December 20, 1955.

18. If Complainants have received any offers for the property referred to in the agreement of August 19, 1955 since December 20, 1955, state the names and addresses of the person making such offer and the amount of each offer.

19. State whether the Service Station located on the premises in dispute operated at a profit or at a loss during the period April 1955 to December 20, 1955. State the amount of such profit or loss.

20. State the amount of gross sales of the said Service Station for the period from April 1, 1955 to December 20, 1955.

21. State the total payroll incurred in the operation of the said Service Station for the period April 1, 1955 through December 20, 1955.

22. State the total cost of purchases for the period April 1955 through December 20, 1955.

23. State the amount of inventory on hand as of April 1, 1955 and as of December 31, 1955.

24. State all other expenses incurred in the operation of the said Service Station during the period April 1, 1955 through December 20, 1955.

These interrogatories shall be deemed continuing so as to require supplemental answers if the Plaintiff obtains further information between the time answers are served and the time of trial.


Francis B. Burch


Allen, Burch & Allen
Solicitors for Respondent

I HEREBY CERTIFY that I caused a copy of the foregoing Interrogatories to Complainants to be mailed this 22 day of October, 1956 to William Loker, Jr. Esquire, Attorney for Complainants, at his office in Leonardtown, Maryland.


Francis B. Burch
Solicitor for Respondent.

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IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND.

BENJAMIN GARNER AND
PEARL C. GARNER, HIS WIFE
St. Leonards, Maryland
COMPLAINANTS

*
*
*

VS

IN EQUITY NO. X-11,798

*
*

GARY OIL, INC., A BODY CORPORATE
OF THE STATE OF MARYLAND, a.k.a.
MID-ATLANTIC PETROLEUM CORPORATION,
A BODY CORPORATE OF THE STATE OF
MARYLAND.
615 Mercantile Trust Building
RESPONDENT

*
*
*

STATE OF MARYLAND, ST. MARY'S COUNTY, TO WIT:

I HEREBY CERTIFY that on this 31st day of October, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Pearl C. Garner, one of the Complainants in the above-entitled cause, and made oath in due form of law to the following answers to the following interrogatories:

1. State in gallons the monthly sales of gasoline made from the Service Station located on the property in dispute for the period April 1954 to March 1955, both inclusive.

A. I do not know.

2. State in gallons the monthly sales of gasoline made from the Service Station located on the property in dispute for the period April 1955 to December 1955, both inclusive.

A. I do not know.

3. State whether the Complainants were ever notified by Kirk Cranford in or about the early part of 1955 that he, Kirk Cranford, was going to arrange to have his own Service Station built for the sale of gasoline, almost directly across the road from the Complainants' Service Station property?

A. I do not know.

4. State whether Kirk Cranford when he **FILED** from Complainants' property took with

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him a large number of the customers who had previously been dealing with him while he was operating the Service Station business on Complainants' property.

A. I do not know.

5. Who operated Complainants' Service Station property during the period April 1, 1955 to on or about August 19, 1955?

A. I do not know, I believe Benjamin A. Garner, Jr., did.

6. When did the Service Station located on Complainants property cease operations after August 18, 1955?

A. I do not know.

7. State the name and address of the broker and agent whom Complainants authorized to represent them in negotiations with Respondent for the sale of the said Service Station property.

A. I do not know.

8. What limitations were placed by Complainants upon the authority of said real estate agent and broker in dealing with Respondent and other prospective purchasers of the said Service Station property?

A. I do not know.

9. State the names and addresses of all persons who were shown the said Service Station property as prospective customers for the purchase of the same.

A. I do not know.

10. Give the names of the periodicals or newspapers in which the said property was advertised for sale and state the dates of each such advertisement as it appeared in each periodical or newspaper.

A. I do not know.

11. State whether the said Service Station property was ever contracted to be sold to any person or persons during the period January 1, 1955 to August 18, 1955.

A. I do not know.

12. If the answer to the preceding interrogatory is yes, state the names and addresses of the person or persons to whom said property was sold and state the date of the contract of sale, if any.

A. No answer required.

13. If the answer to interrogatory number 11 is yes, then as to each such instance when the said property was sold state the selling price therefor.

A. No answer required.

14. State whether the Complainants ever purchased from Shell Oil Company the equipment referred to in the agreement of August 19, 1955.

A. I do not know.

15. State the first date on which Shell Oil Company agreed that it would sell to Complainants the equipment referred to in the agreement of August 19, 1955.

A. I do not know.

16. If the Shell Oil Company ever refused to sell to the Complainants the equipment referred to in the agreement of August 19, 1955, state whether said refusal was in writing or oral and state the date of said refusal.

A. I do not know.

17. State whether any efforts have been made by Complainants to dispose of the property referred to in the agreement of August 19, 1955 since December 20, 1955.

A. I do not know.

18. If Complainants have received any offers for the property referred to in the agreement of August 19, 1955 since December 20, 1955, state the names and addresses of the person making such offer and the amount of each offer.

A. I do not know.

19. State whether the Service Station located on the premises in dispute operated at a profit or at a loss during the period April 1955 to December 20, 1955. State the amount of such profit or loss.

A. I do not know.

20. State the amount of gross sales of the said Service Station for the period from April 1, 1955 to December 20, 1955.

A. I do not know.

21. State the total payroll incurred in the operation of the said Service Station for the period April 1, 1955 through December 20, 1955.

A. I do not know.

22. State the total cost of purchases for the period April 1955 through December 20, 1955.

A. I do not know.

23. State the amount of inventory on hand as of April 1, 1955 and as of December 31, 1955.

A. I do not know.

24. State all other expenses incurred in the operation of the said Service Station during the period April 1, 1955 through December 20, 1955.

A. I do not know.

In explanation of my answers I would like to state that I had nothing to do with the operation of the Service Station nor with any of the negotiations for its

sale. I did not know anything about any of the business dealings at the station.

WITNES my hand and Notarial Seal:



C. Ann Dean

C. ANN DEAN, NOTARY PUBLIC

My commission expires: May 6, 1957

I hereby certify that a copy of the foregoing answers to interrogatories was mailed by me postage prepaid to Francis B. Burch, Allen, Burch and Allen, solicitors for the respondent, at 546 Equitable Building, Calvert and Fayette Streets, Baltimore 2, Maryland, this 8th day of November, 1956.

LOKER, WIGGINTON AND LOKER.

BY

W. M. Loker, Jr.

W. M. Loker, Jr.
Attorneys for Complainants

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IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

BENJAMIN GARNER AND *
PEARL C. GARNER, HIS WIFE *
St. Leonards, Maryland *
COMPLAINANTS *

VS

IN EQUITY NO. X-11,798

GARY OIL, INC., A BODY CORPORATE *
OF THE STATE OF MARYLAND, a.k.a. *
MID-ATLANTIC PETROLEUM CORPORATION, *
A BODY CORPORATE OF THE STATE OF *
MARYLAND *
615 Mercantile Trust Building *
RESPONDENT *

STATE OF MARYLAND, ST. MARY'S COUNTY, TO WIT:

I HEREBY CERTIFY that on this 31st day of October, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Benjamin Garner, also personally known to me as Benjamin A. Garner, one of the Complainants in the above-entitled cause, and made oath in due form of law to the following answers to the following interrogatories:

1. State in gallons the monthly sales of gasoline made from the Service Station located on the property in dispute for the period April 1954 to March 1955, both inclusive.

A. April, 1954: 9,665 gallons; May 1954: 10,300 gallons; June, 1954: 14,340 gallons; July, 1954: 12,100 gallons; August, 1954: 11,900 gallons; September, 1954: 9,725 gallons; October, 1954: 11,700 gallons; November, 1954: 9,300 gallons; December, 1954: 10,020 gallons; January, 1955: 6,220 gallons; February, 1955: 7,200 gallons; March, 1955: 10,100 gallons, to the best of my knowledge.

2. State in gallons the monthly sales of gasoline made from the Service Station located on the property in dispute for the period April 1955 to December 1955, both inclusive.

A. April, 1955: 4,600 gallons; May, 1955: 3,350 gallons; June, 1955: 5,050 gallons; July, 1955: 1,200 gallons; August, September, October, November, December, 1955: None.

3. State whether the Complainants were ever notified by Kirk Cranford in or about the

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21.

early part of 1955 that he, Kirk Cranford, was going to arrange to have his own Service Station built for the sale of gasoline, almost directly across the road from the Complainants' Service Station property?

A. Kirk Cranford told me some time in the Spring of 1955 that he was planning to build a service station, but he mentioned several different locations to me, one of which was somewhere across the road from the station owned by me.

4. State whether Kirk Cranford when he moved from Complainants' property took with him a large number of the customers who had previously been dealing with him while he was operating the Service Station business on Complainants' property.

A. It is impossible for me to know whether Mr. Cranford took with him a large number of the customers who had previously been dealing with him while he was operating the station on my property. I do not operate the station myself and have no way of knowing to any degree of certainty who patronized this station.

5. Who operated Complainants' Service Station property during the period April 1, to on or about August 19, 1955?

A. Benjamin A. Garner, Jr.

6. When did the Service Station located on Complainants property cease operations after August 18, 1955?

A. The operation of the service station ceased sometime in the latter part of July, 1955, to the best of my recollection.

7. State the name and address of the broker and agent whom Complainants authorized to represent them in negotiations with Respondent for the sale of the said Service Station property.

A. J. B. Waters, Prince Frederick, Maryland.

8. What limitations were placed by Complainants upon the authority of said real estate agent and broker in dealing with Respondent and other prospective purchasers of the said Service Station property?

A. I placed no specific limitations upon Mr. Waters' authority. I merely authorized him to sell the property within six months and agreed to pay him a 10% real estate agent's commission on the sale.

9. State the names and addresses of all persons who were shown the said Service Station property as prospective customers for the purchase of the same.

A. I don't know.

10. Give the names of the periodicals or newspapers in which the said property was advertised for sale and state the dates of each such advertisement as it appeared in each periodical or newspaper.

A. I don't know. The advertisement, if any, was handled by the agent.

11. State whether the said Service Station property was ever contracted to be sold to any person or persons during the period January 1, 1955 to August 18, 1955.

A. No.

12. If the answer to the preceding interrogatory is yes, state the names and addresses of the person or persons to whom said property was sold and state the date of the contract of sale, if any.

A. No answer required.

13. If the answer to interrogatory number 11 is yes, then as to each such instance when the said property was sold state the selling price therefor.

A. No answer required.

14. State whether the Complainants ever purchased from Shell Oil Company the equipment referred to in the agreement of August 19, 1955.

A. I arranged with Thrift Oil Company for the purchase of the equipment referred to in the agreement of August 19, 1955, and this company agreed to sell the equipment to me.

15. State the first date on which Shell Oil Company agreed that it would sell to Complainants the equipment referred to in the agreement of August 19, 1955.

A. The exact date of these arrangements is unknown, but I believe it was some weeks prior to the signing of the agreement of August 19, 1955.

16. If the Shell Oil Company ever refused to sell to the Complainants the equipment referred to in the agreement of August 19, 1955, state whether said refusal was in writing or oral and state the date of said refusal.

A. They never refused to sell the equipment to me.

17. State whether any efforts have been made by Complainants to dispose of the property referred to in the agreement of August 19, 1955 since December 20, 1955.

A. No. I felt that I had no authority to dispose of the property after August 19, 1955, because of my contract to sell it to Gary Oil, Inc.

18. If Complainants have received any offers for the property referred to in the agreement of August 19, 1955 since December 20, 1955, state the names and addresses of the person making such offer and the amount of each offer.

A. No offers were received.

19. State whether the Service Station located on the premises in dispute operated at a profit or at a loss during the period April 1955 to December 20, 1955. State the amount of such profit or loss.

A. I do not know.

20. State the amount of gross sales of the said Service Station for the period from April 1, 1955 to December 20, 1955.

A. I do not know.

21. State the total payroll incurred in the operation of the said Service Station for the period April 1, 1955 through December 20, 1955.

A. I do not know. There was no payroll incurred by me.

22. State the total cost of purchases for the period April 1955 through December 20, 1955.

A. I do not know.

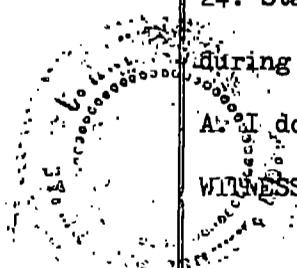
23. State the amount of inventory on hand as of April 1, 1955 and as of December 31, 1955.

A. I do not know.

24. State all other expenses incurred in the operation of the said service Station during the period April 1, 1955, through December 20, 1955.

A. I do not know. No expenses were incurred by me.

WITNESS my hand and Notarial Seal:


C. Ann Dean
C. ANN DEAN, NOTARY PUBLIC

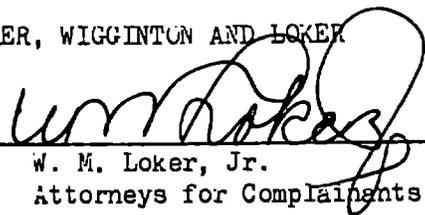
My commission expires: May 6, 1957.

I hereby certify that a copy of the foregoing answers to interrogatories was mailed

by me postage prepaid to Francis B. Burch, Allen, Burch and Ailen, solicitors for the respondent, at 546 Equitable Building, Calvert and Fayette Streets, Baltimore 2, Maryland, this 8th day of November, 1956.

LOKER, WIGGINTON AND LOKER

BY



W. M. Loker, Jr.
Attorneys for Complainants

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BENJAMIN GARNER and	:	IN THE
PEARL C. GARNER, his wife,	:	
	:	CIRCUIT COURT
Complainants.	:	
	:	FOR
vs.	:	
	:	ANNE ARUNDEL COUNTY,
GARY OIL, INC., a body corporate	:	
of the State of Maryland, also	:	MARYLAND.
known as MID-ATLANTIC PETROLEUM	:	
CORPORATION and MID-ATLANTIC	:	In Equity No. A.
PETROLEUM CORP., a body corporate:	:	11,798
of the State of Maryland,	:	
	:	
Respondents.	:	

- - - - -

Depositions of Kirk S. Cranford, and Benjamin Andrew Garner, Jr., taken at the home of Mr. Kirk S. Cranford, Huntingtown, Maryland, on November 12, 1956, commencing at 11 o'clock A. M., Eastern Standard Time, before Myron M. Skolnick, Notary Public.

APPEARANCES:

W. M. Loker, Jr., Esquire
on behalf of Complainants

Francis B. Burch, Esquire
on behalf of Respondents.

Reported by:
M. M. Skolnick.

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STIPULATION

It is stipulated and agreed by and between counsel for the respective parties that the reading and signing of these depositions by the witnesses be and the same are hereby waived.

- - - - -

KIRK S. CRANFORD, called for examination by Respondents, being duly sworn to tell the truth, the whole truth, and nothing but the truth, was examined and testified as follows:

EXAMINATION BY MR. BURCH:

Q Mr. Cranford, where do you reside?
A Huntingtown, Maryland.
Q And are you engaged in business in Huntingtown?
A Yes, sir.
Q What business are you in, sir?
A Filling station.
Q Filling station?
A Yes.
Q And how long have you been in the filling station business?

27

1 A Well, for myself since November '49.

2 Q What was this?

3 A Since November, '49, I have been in for my-
4 self.

5 Q In for yourself. Now, have you had any
6 filling station experience prior to that?

7 A 15 years, I think.

8 Q What type of filling station are you operating?

9 A Sunoco.

10 Q And how long have you been operating that
11 station?

12 A It will be 2 years this coming April.

13 Q That will be April, '55?

14 A Yes, I started in April, '55.

15 Q And where is that station located?

16 A Huntingtown.

17 Q Can you give me a more specific designation?

18 A Well, it is about two miles below Huntingtown,
19 between Prince Frederick and Huntingtown or at the
20 intersection of Plum Point Road and 2.

21 Q In other words, it is at the intersection of

1 Plum Point Road and Route 2?

2 A Yes.

3 Q Now, prior to your operating this filling
4 station did you ever operate another filling station?

5 A Yes.

6 Q Where was that?

7 A Oh, I operated a Shell station right across
8 the road.

9 Q Right at the intersection of Plum Point Road
10 and Route 2?

11 A Yes, sir.

12 Q Did you own that station?

13 A No, sir.

14 Q Who owned it?

15 A Mr. Benny Garner, B. A. Garner.

16 Q Mr. Benjamin Garner, and under what conditions
17 did you operate the station?

18 A Cent and a half a gallon rent.

19 Q In other words you were paying him rental at
20 the rate of $1\frac{1}{2}\text{¢}$ a gallon?

21 A $1\frac{1}{2}\text{¢}$ a gallon.

1 Q Did you have any option to purchase the pro-
2 perty?

3 A What do you mean by that?

4 Q Did you have any agreement with him that you
5 would be entitled to purchase the property?

6 A No.

7 Q Did you ever have any understanding with him
8 that was not a formal agreement that you would be en-
9 titled to purchase the property?

10 A Well, they had decided one time partly to sell
11 it to me.

12 Q At what price?

13 A \$15,000.

14 Q And did you ever ask him about taking him up
15 on that offer?

16 A Yes, I asked him about it and he decided to
17 sell it to me, as far as I can understand, and then he
18 changed his mind on it.

19 Q When did he change his mind?

20 A Sometime in March, I think it was, a month
21 or two afterwards at the time we had been talking it,

1 until he changed his mind.

2 Q Had you made any arrangements and what-not,
3 with your bank for the purchase of the property?

4 A I had been up and talked to the directors
5 about it to see if I could get a loan on the place and
6 they were about ready to come down there to my place to
7 see if they could go along with me, but he changed his
8 mind.

9 Q And that is the reason he wouldn't sell it to
10 you?

11 A That is the reason.

12 Q And you decided to start your own station?

13 A Yes, I started my own.

14 Q Do you own your own station?

15 A No sir, I don't own it.

16 Q What do you mean?

17 A It belongs to my brother-in-law, but I am pay-
18 ing him for it. As it is, eventually it will be mine.

19 Q Mr. Cranford, during the operation of the
20 station -- what station was that? What kind of gas was
21 sold at it?

1 A Shell.

2 Q Shell station?

3 A Yes.

4 Q While you were there at the Garner Shell station,
5 can you tell me what your volume of business was in
6 gallons of gasoline?

7 A Yes, I have the books right here.

8 MR. LOKER: Put an objection in.

9 Q And have you looked?

10 MR. LOKER: Go ahead.

11 Q You say you have your records here?

12 A Yes, sir.

13 Q Will you go over the period of April, 1954,
14 and give me your monthly gallonages through March of
15 1955?

16 MR. LOKER: We object. You go ahead. It
17 doesn't affect your answer at all. I'm just keeping
18 the record straight.

19 A This is something I don't know nothing about.
20 I have never been in no court.

21 MR. LOKER: You are not in court now.

1 A It amounts to practically the same thing,
2 though.

3 MR. LOKER: Are you looking for Mr. Garner's
4 papers?

5 MR. BURCH: Yes.

6 MR. LOKER: Here, use my copy.

7 Q Let me have, if you will, Mr. Cranford, April,
8 1954, will you tell me what your total gallonage is?

9 MR. LOKER: Objection.

10 A 9,120.

11 Q 9,120. How about May of '55?

12 MR. LOKER: Objection.

13 A May of '55?

14 Q Excuse me, May of '54, I am sorry.

15 A 11,285.

16 Q And June of '54?

17 MR. LOKER: Objection.

18 A 12,581.

19 Q And July of '54?

20 MR. LOKER: Object to all of these, Mr. Re-
21 porter.

1 A 12,455.
2 Q And August of '54?
3 A 11,552.
4 Q September of '54?
5 A 9,876.
6 Q October of '54?
7 A 11,435.
8 Q November, '54?
9 A 9,565.
10 Q December of '54?
11 A 9,665.
12 Q January of '55?
13 A January was 8,378.
14 Q February of '55?
15 A 7,284.
16 Q March of '55?
17 A 9,536.
18 Q Now, when did you move from the Shell station
19 over to the Sunoco station?
20 A I left the Shell station I think it was on the
21 31st of March. The last day of March, in fact.

1 Q The last of March of what year?

2 A Of '55.

3 Q The last day of March, '55. When did you first
4 start operating the Sunoco station?

5 A Well, I started pumping gas, -- I left over
6 there on the 30th, the last day of March, and got one
7 pump on the corner and had a few loads of gravel and had
8 them back up from my brother-in-law's lunch room on the
9 7th.

10 Q In other words, you were in operation in one
11 week?

12 A I left there one Friday and was pumping gas
13 the following week at 4 o'clock.

14 Q For one week you were not pumping gas?

15 A I was pumping no gas for one week because the
16 new station was not up.

17 Q When you left did anybody operate the Shell
18 gas station?

19 A That is Bunky.

20 Q Who is that?

21 A That is B. A. Garner, Jr.

1 Q B. A. Garner, Jr?

2 A Yes.

3 Q Mr. Cranford, while you were located at the
4 Shell station and before you moved, did you make any
5 arrangement with customers of your's to -- strike that
6 whole question. Before you moved to the Sunoco station,
7 did you advise Mr. Garner, Benjamin Garner, that you
8 were leaving?

9 A Yes sir, but I would say about 30 days we were
10 talking about --

11 Q About 30 days before you moved. Now, before
12 you moved did you make any arrangements with customers
13 of your's to trade with you at your new location?

14 MR. LOKER: We object to that.

15 A I talked to about I would say between 85 and 90%
16 of my regular customers and I would say 70% of them told
17 me they would stick with me 100%.

18 Q And as an actual fact, have all of those 85 or
19 90% of the customers done business --

20 MR. LOKER: Object to that.

21 A I have got my first one to know that I have

1 that hasn't been over the Shell station, except Benjamin
2 Bennett.

3 Q What percentage of the customers that you had
4 at the Shell station have continued to do business with
5 you when you moved to the Sunoco station?

6 A Every one as far as I know.

7 MR. LOKER: I object.

8 A I don't say they all deal with me altogether,
9 but I don't know of one that dealt with me at the Shell
10 station that hasn't been over to this other station.

11 Q During the period of time say between April,
12 1955 and the time the Shell station closed down, what
13 percentage of the customers that you had had while you
14 were at the Shell station continued to do business with
15 you when you moved to the Sunoco station?

16 MR. LOKER: We object.

17 A You mean that had been dealing with me at the
18 Shell station, dealt with me at the Sunoco while he was
19 still in business?

20 Q While the Shell station was still in business?

21 A A few of them went down and bought gas and

1 come over and bought some from me. They come from one
 2 to the other. A lot of them was their relatives and
 3 their friends and they would tell me they would buy a
 4 little from me and a little from them to make it go over.
 5 There was a few that I was worried about that I didn't
 6 say anything to but they surprised me and came along too
 7 at the same time it was being operated.

8 Q Do you know what inventory was left at the Shell
 9 station on March 31, when you moved?

10 MR. LOKER: We object.

11 A You mean of gas?

12 Q Gasoline inventory and what other inventories?

13 A I don't know exactly.

14 Q Whose inventory was that?

15 MR. LOKER: Object.

16 A What do you mean, the gas or the --

17 Q Who bought the gasoline, did you buy the gaso-
 18 line?

19 A No, Bunky bought the gas.

20 Q Mr. Garner?

21 A We took a measurement of what that was in the

32

1 ground and all that was left, and he took that over.

2 Q He took it over from you?

3 A He took it over from me.

4 Q Did he pay for it?

5 A Yes.

6 Q Do you have a record of how much gasoline was
7 left when you moved?

8 MR. LOKER: We object.

9 A I don't know for sure. I know it was four
10 hundred and some dollars altogether for the leftover
11 stuff they bought and for the gas and oil, but how much
12 it was and how much the check was, that Bunky knows.

13 Q You say Bunky. Are you speaking about Mr.
14 Garner, Jr?

15 A Yes, we always call him Bunky.

16 Q And is that the one you say gave you a check
17 for this inventory?

18 A Yes.

19 MR. LOKER: We object to this.

20 Q Mr. Cranford, how long did you operate this
21 Shell station, from when to when?

1 A From November of '49 to March of '55.

2 MR. LOKER: '55?

3 A Yes.

4 Q March of '55?

5 A Yes.

6 Q During that time can you approximate what per-
7 centage of business done by you at the Shell station
8 constituted purchases by local people as distinguished
9 from transients?

10 MR. LOKER: Object.

11 A You mean by that how much percentage of regular
12 customers I had, is that what you mean?

13 Q How much of your sales were sales to regular
14 customers?

15 A 75%.

16 MR. LOKER: Object.

17 Q 75%?

18 A I would say that.

19 Q And when you speak of 75 or 80% of the people
20 that would go with you, you are speaking of that per-
21 centage of customers?

1 MR. LOKER: I object.

2 A That's the ones I talked with, yes.

3 Q Who supplied the gasoline and other petroleum
4 products to the Shell station?

5 A Thrift Oil Company.

6 Q Thrift Oil. When you told Mr. Garner you
7 were leaving did you indicate to him the location you
8 were moving to?

9 MR. LOKER: We object.

10 A Well, when I told him I was going to build
11 a station, he said, where are you going to build it?
12 And I said, across the road.

13 Q Did you mention any other location to him?

14 MR. LOKER: I object.

15 A No.

16 Q Your answer was what?

17 A No.

18 Q Did Mr. Garner, Senior, to your knowledge,
19 know, or did you ever advise him that a large number of
20 the customers who had been dealing with you at the Shell
21 station had followed you to the Sunoco station?

1 MR. LOKER: Object.

2 A You mean did he ask me now?

3 Q Well, did you ever have any discussions con-
4 cerning that with him?

5 A No, not with him, no.

6 Q Do you know whether he knew it?

7 MR. LOKER: Object.

8 A Well, I really couldn't answer that question
9 as far as him knowing it or not.

10 Q You say you discussed it. Did you ever men-
11 tion it with his family?

12 MR. LOKER: We object.

13 A What about, the customers following me?

14 Q And about you building another station?

15 A Yes, I talked to other people about it.

16 Q With who?

17 A My brother-in-law for one.

18 Q And Mr. Garner?

19 MR. LOKER: We object.

20 A Well, it is the same family.

21 Q Who is in the same family?

1 A My brother-in-law and Garner are brother-in-laws
2 too.

3 Q I see. Did Mr. Garner mention or did young
4 Garner complain about the fact you had taken these cus-
5 tomers with you?

6 MR. LOKER: Object.

7 A No, I have never heard them say anything about
8 it one way or the other because I wouldn't try to do
9 anything to hurt anybody, I was just trying to get in --

10 Q Mr. Cranford, from your experience in the Shell
11 station, is there any minimum gallonage you must do to
12 make expense or make a profit?

13 MR. LOKER: Objection.

14 Q Let's say to make expenses.

15 MR. LOKER: Objection.

16 A You mean while I was at the station -- Shell
17 station?

18 Q Yes.

19 A No, there was never any obligation.

20 Q No, I mean did you ever figure how many gallons
21 of petroleum products you would have to sell before you

1 could make a profit?

2 MR. LOKER: Objection.

3 A No, to tell you the truth, I never actually sat
4 down and figured it out.

5 Q Do you know how many other people have been
6 shown this property for purposes of sale in the past
7 year?

8 MR. LOKER: We object.

9 A I saw several different ones looking around
10 and nosing around but I don't know what business they had.

11 Q Have you seen them recently?

12 MR. LOKER: Objection.

13 A No, I haven't paid too much attention because
14 there is always somebody pulling in and pulling away.
15 I don't know what they do.

16 Q Have you ever seen Mr. Garner, Senior, operate
17 the station himself?

18 MR. LOKER: Objection.

19 A Yes.

20 Q Mr. Garner, Senior?

21 A Garner Senior, who is that, Benny?

1 Q Yes.

2 A No, the only time I have seen him doing that
3 was maybe night time.

4 Q Working with young Mr. Garner?

5 A I have seen him waiting on gas at night time.
6 He wasn't running it.

7 MR. LOKER: We object to this.

8 MR. BURCH: I think that's all.

9 EXAMINATION BY MR. LOKER:

10 Q Let's see if I've got any questions here. I
11 believe you stated, Mr. Cranford, that the reason you
12 opened your new station was because Mr. Garner had
13 changed his mind about selling the Shell station to you,
14 is that correct?

15 A Yes, that's the main reason, yes.

16 Q The figures that you gave on the sales from
17 April, 1954, through March, 1955, were your sales figures
18 and not the delivery figures, is that correct?

19 A Sales figures. Yes, we took them meter read-
20 ings off the pumps.

21 MR. LOKER: I see.

45'

1 MR. BURCH: Is that all?

2 MR. LOKER: No further questions.

3 MR. BURCH: That's all.

4 (Examination concluded.)

5 - - - - -

6 BENJAMIN ANDREW GARNER, JR., called for
7 examination by Respondents, being duly sworn to tell the
8 truth, the whole truth and nothing but the truth, was
9 examined and testified as follows:

10 EXAMINATION BY MR. BURCH:

11 Q What is your full name?

12 A Benjamin Andrew Garner, Jr.

13 Q And where do you reside, Mr. Garner?

14 A Huntingtown.

15 Q Is Benjamin A. Garner who has been mentioned
16 in these proceedings -- he is your father?

17 A Yes, sir.

18 Q And Pearl C. Garner is your mother?

19 A Yes, sir.

20 Q And are you residing with your mother and
21 father?

1 A Yes, sir.

2 Q Do you know Mr. Kirk S. Cranford?

3 A Yes, sir.

4 Q You say yes, sir?

5 A Yes, sir.

6 Q Do you recall Mr. Cranford leaving the Shell
7 station and opening up a Sunoco station at the Plum Point
8 Road and Route 2?

9 A Yes, sir.

10 Q And after Mr. Cranford left the Shell station,
11 did anyone operate that station?

12 A Yes, sir.

13 MR. LOKER: Object.

14 Q And who operated it?

15 MR. LOKER: Object.

16 A I did, sir.

17 Q With whom did you arrange to operate the
18 station?

19 MR. LOKER: Object.

20 A I don't quite understand your question, sir.

21 Q Did you own the station?

47

1. A No, sir.

2. Q Who owned it?

3. A My father.

4. Q What were the circumstances under which you

5. continued to operate it? Did you manage it for your

6. father, did you operate it for your father or not?

7. MR. LOKER: Object.

8. A I operated it for my father and I operated it

9. for myself.

10. Q What were the arrangements under which you

11. were operating?

12. A I was supposed to pay him a cent a gallon.

13. Q You were to pay him a cent a gallon?

14. A Yes, sir.

15. Q Did you keep a set of books?

16. MR. LOKER: Object.

17. A No, sir.

18. Q Did you pay your father a cent a gallon for

19. each gallon sold?

20. MR. LOKER: Object.

21. A No sir, I didn't.

1 Q You kept no records of your purchases and your
2 sales?

3 A Yes sir, I did.

4 Q You did?

5 A Yes, sir.

6 Q Did you report those purchases and sales to
7 your father?

8 MR. LOKER: Object.

9 A No, sir.

10 Q You mean you didn't tell your father how much
11 gasoline you bought and how much gasoline you sold?

12 MR. LOKER: Object.

13 A Sure I told him but each time I bought a truck-
14 load of gas I didn't tell him I bought a truck load of
15 gas.

16 Q I understand, but you reported to your father
17 from time to time how much your purchases and how much
18 your sales of gasoline were?

19 A Yes, sir.

20 MR. LOKER: Object.

21 Q You paid for the gasoline purchases?

47

1 MR. LOKER: Object.

2 A I did.

3 Q Did you have your own bank account?

4 A I did.

5 Q In what bank?

6 A Prince Frederick.

7 Q Whose name was the account in?

8 A Mine.

9 Q Your own name?

10 A Yes.

11 MR. LOKER: Object.

12 Q Was it in the style of doing business under

13 the Shell station?

14 A I think it was in my name -- I think the Shell

15 Service Center was also in the name of the checking

16 account.

17 Q You say you did keep some record of purchase

18 and sales?

19 MR. LOKER: Object.

20 A I kept a record of purchase, sir, and the cash

21 register kept a record of the sales.

1 Q Do you have those records here, sir?

2 A No, sir.

3 Q Do you have them here?

4 A No, sir.

5 Q You could go down and get them?

6 MR. LOKER: I object.

7 A I don't know if they are still there.

8 MR. BURCH: Let the record show at this point

9 I am calling this witness as an adverse witness, he
10 being the son of the Complainants in this case, and the
11 testimony showing that he operated it with his father's
12 permission with the understanding he was to pay him a
13 cent a gallon for all sales, but that his father never
14 required him to make such payments to him, according to
15 the witness' testimony.

16 Q Now, if I ask you if you will go down to your
17 house or wherever it is and get those records, will you
18 be able to do so?

19 MR. LOKER: We object.

20 A I don't know if I can find them. I think they
21 are around there but the desk has been sold and everything

1 has been moved where I used to keep the records in.
2 They might be there and they might not.

3 Q Has your father discussed with you recently,
4 the question relating to purchase and sales at that
5 station during the period of April through December,
6 1955?

7 MR. LOKER: Object. I would like to go off
8 the record a minute.

9 (Discussion off the record.)

10 Q Have you discussed with your father in the
11 recent last few weeks anything relating to the purchases
12 and sales at that Shell station while you were operating
13 it?

14 MR. LOKER: Objection.

15 A No sir, I haven't actually discussed it with
16 him.

17 Q Well, have you discussed it with his attorney,
18 Mr. Loker?

19 MR. LOKER: Object.

20 A Yes, sir.

21 Q Have you discussed it with your mother?

1 MR. LOKER: Object.

2 A No, sir.

3 Q Did you and your father try to reconstrue
4 from any records or in any way, the purchases and sales
5 made from the Shell station from April, 1955 through
6 December, 1955?

7 MR. LOKER: Object.

8 A My father may have but I didn't have any part
9 to do with it.

10 Q Do you know what the opening inventory was?

11 MR. LOKER: Object.

12 A I don't know but I agree with Mr. Cranford
13 that it was around \$400 for the whole works. I don't
14 know. I have no idea at all but Mr. Cranford said
15 \$400, it was close to \$400. It was \$390 or something
16 like that.

17 Q How many gallons of gas would that represent?

18 MR. LOKER: Object.

19 A It wasn't all gasoline. It was oil and stuff,
20 a desk -- no, I didn't buy a desk from him -- it was
21 a show case and stuff like that.

Q Can you estimate the number of gallons of

1 gasoline on hand when Mr. Cranford left the station?

2 A I have no idea at all.

3 MR. LOKER: Object.

4 Q Do you know whether you operate the station
5 at a profit or loss from April '55 until you ceased doing
6 business there?

7 A Yes sir, I operated at a profit.

8 Q What is that profit?

9 MR. LOKER: Object.

10 A I used \$60.00 a week on myself.

11 Q What was the profit?

12 MR. LOKER: Object. Off the record.

13 (Discussion off the record.)

14 MR. LOKER: You go ahead and ask.

15 Q What was your profit?

16 MR. LOKER: Object.

17 A I would say \$60.00 a week.

18 Q \$60.00 a week. Just a round \$60.00 a week?

19 A Yes.

20 MR. LOKER: Object.

21 Q No matter how much gas you sold you made a

1 round \$60 profit, is that right?

2 MR. LOKER: Object.

3 Q So if you sold 6,000 gallons you made a round
4 \$60.00 a week?

5 A Well, I deposited the check myself. I drew
6 \$60. Whatever was left over I deposited in the bank
7 on a checking account.

8 Q Did your father have to give you any money to
9 pay for any of these purchases of gasoline?

10 MR. LOKER: Objection.

11 A No sir, not that I remember.

12 Q Did your father pay any of the gasoline bills
13 for purchases from May, 1955?

14 MR. LOKER: Objection.

15 A My father loaned me some money when I first
16 started there, sir.

17 Q How much did he lend you?

18 MR. LOKER: Objection.

19 A I don't even remember that, sir.

20 Q Were you able to pay your father that money
21 back out of the operation of the station?

1 MR. LOKER: We object.

2 A We didn't lose any money.

3 Q You answer the question, were you able to pay
4 your father back the money he lent you out of the
5 operation of that station?

6 MR. LOKER: Objection.

7 A Yes, he got his money back.

8 Q Do you know what inventory you had left when
9 you closed the station, Mr. Garner?

10 MR. LOKER: Objection.

11 A No sir, I don't.

12 Q Did you have any inventory left?

13 A Yes, sir.

14 Q Was there any gasoline in the tanks?

15 A Yes.

16 Q What did you do with that inventory?

17 MR. LOKER: Objection.

18 A We used it ourselves.

19 Q You used it yourself?

20 A Yes, or at least my father and I used it. I
21 didn't use it all.

1 Q How long did you operate the station?

2 MR. LOKER: Objection.

3 A About 3 months, roughly.

4 Q Well, you say about three months. What months
5 were they?

6 MR. LOKER: Objection.

7 A Well, let's see, Kirk left in April.

8 Q He left the 31st of March, he said.

9 A 31st of March. Well, I went in April, May
10 and until June, until the last week of June, when I went
11 away to camp, I mean July, the last week in July when
12 I went away to camp, about the 23rd of July.

13 Q And that was about the 23rd of July ?

14 A Yes, sir.

15 Q What percentage of your sales from April through
16 July were sales to local or regular customers?

17 MR. LOKER: Objection.

18 A Well, from Monday to Friday, the sales were
19 all local customers and of course over the week-end,
20 they were local customers and transient customers, too,
21 but from Monday to Friday you can say almost complete

1 sales were local.

2 Q In other words, a great volume of the business
3 would be local business, is that right?

4 A Yes, sir.

5 Q Had you known Mr. Cranford while he was opera-
6 ting the Shell station?

7 A Yes, sir.

8 Q Did you ever have anything to do in aiding or
9 assisting him in operating the station?

10 MR. LOKER: Objection.

11 A Well, not more than maybe if he wanted to go
12 home for lunch I think maybe I might have stayed a couple
13 of hours or gone to the bank, I might have helped him
14 for five or ten minutes. There was never any pay or
15 salary involved in it, it was just a friendly action.

16 Q Did you know who the customers were, generally?

17 MR. LOKER: Objection.

18 A Yes, sir.

19 Q Did you know after Mr. Cranford moved to the
20 Sunoco station across the street whether a great number
21 of those local customers continued to do business with

1 him at the new station?

2 MR. LOKER: Objection.

3 A I would say a fairly good number of them did,
4 yes sir. I wouldn't say a great number because, of
5 course, what it was, he took a lot of his business with
6 him and some of them stayed with the filling station.

7 Q Did you have anybody helping you with the
8 operation of the station from April until the end of
9 July?

10 MR. LOKER: Objection.

11 A No sir, no one who was actually on a payroll
12 basis, no.

13 Q Well, who was helping you?

14 A Well --

15 MR. LOKER: Objection.

16 A Some nights like Thursday night, my father
17 would stay there when I went to National Guard and
18 every now and then this colored boy, lives up the road,
19 would come down and wash cars or if I would have a date,
20 Mr. Ward, Mr. Stanley Ward, would come downstairs and
21 stay there, but there was nobody there on a salary,

1 steady.

2 Q Did your father pay any of the bills for the
3 operation of that station at all?

4 MR. LOKER: Objection.

5 A No, sir.

6 Q You say your father loaned you some money when
7 you started to operate the station. Did you give him
8 a note for it?

9 MR. LOKER: Objection.

10 A No sir, it was a word-of-mouth deal.

11 Q Did he give you that loan by way of a check?

12 MR. LOKER: Objection.

13 A We opened a checking account and deposited it
14 in the bank.

15 Q In other words, the opening deposit in the bank
16 was the amount of money he loaned to you?

17 MR. LOKER: Objection.

18 A Yes, sir.

19 Q Do you have your bank records?

20 MR. LOKER: Objection.

21 A No, sir.

1 Q As a matter of fact, weren't you actually
2 operating that gas station for your father?

3 MR. LOKER: Objection.

4 A No, I was operating it for myself.

5 Q You were operating it for yourself. Was it
6 your intention to continue to operate this station?

7 MR. LOKER: Objection.

8 A Yes, sir.

9 Q Do you know when the station was put on the
10 market for sale?

11 MR. LOKER: Objection.

12 A No, sir.

13 Q Did anybody come to see the station with the
14 idea of possibly buying it while you were operating it?

15 MR. LOKER: Objection.

16 A Yes sir, I think one^{man}/did.

17 Q Do you know who that man was?

18 MR. LOKER: Objection.

19 A He was from Sinclair.

20 Q From Sinclair?

21 A Yes sir, he's the only one I recall. There

1 may have been more but he is the only one I can actually
2 be sure and remember. If there was anyone else I
3 don't remember.

4 Q Do you know in your discussions with your
5 father, did he indicate when he was going to put the
6 station up for sale?

7 MR. LOKER: Objection.

8 A No, sir.

9 Q Did your father ever discuss with you the fact
10 that he was offering the station for sale?

11 MR. LOKER: Objection.

12 A No, sir. He never said anything to me. I
13 more or less knew after the Sinclair man came to look
14 the station over, he was going to sell. He didn't say
15 anything to me specifically.

16 Q When, in point of time did the Sinclair man
17 come, that you knew?

18 A I couldn't say. It was summer, about the middle
19 of the time I was there.

20 Q Somewhere between May and June, approximately?

21 MR. LOKER: Objection.

1 A Yes, sir.

2 Q What was your lease arrangement with your
3 father, was it a month-to-month basis or what?

4 MR. LOKER: Objection.

5 A Yes, sir.

6 Q It was on a month-to-month basis?

7 A Well, I actually had no lease. I had no
8 lease at all.

9 Q Are you married?

10 A No, sir.

11 Q You say you live with your father and mother?

12 A Yes, sir.

13 Q Do you know what the gross sales were at the
14 station from April, '55 through the time you continued
15 to operate it?

16 A In gallons?

17 Q No, total gross sales in dollars?

18 MR. LOKER: Objection.

19 A No.

20 Q You kept records of it?

21 MR. LOKER: Objection.

1 A Yes, sir. I kept my cash register records.

2 Q Did you file income tax return for the year,
3 1955?

4 MR. LOKER: Objection.

5 A Yes, sir.

6 Q Did you show your earnings from the station?

7 MR. LOKER: Objection.

8 A Yes sir, I think so.

9 Q Did you file a return showing so much in gross
10 sales and so much in cost of sales?

11 MR. LOKER: Objection.

12 Q And individual net profit?

13 A No sir, I don't think I did.

14 Q Do you have a copy of your '55 income tax
15 return?

16 MR. LOKER: Objection.

17 A I think I do. I am not sure. There might
18 be one around the house somewhere. It might have been
19 thrown away.

20 Q What expense would you have in the operation
21 of the station other than the purchase of your inventory?

1 MR. LOKER: Objection.

2 A Well, heat, which there wasn't too much heat
3 involved at that time.

4 Q Who paid for that?

5 MR. LOKER: Objection.

6 A I did, because all it was was a kerosene stove
7 and we took the kerosene out of the tank and put it in
8 the stove. Light bill, which I paid for.

9 Q Was the light meter registered in your name
10 with the local public --

11 A Yes, sir.

12 Q --utility company?

13 A Yes, sir.

14 MR. LOKER: Objection.

15 Q Who collected the rent from the apartment
16 upstairs?

17 MR. LOKER: Objection.

18 A My father. I had nothing to do with the
19 apartment upstairs.

20 Q Well, who were the purchases of gasoline made
21 from while you were operating the station?

65'

1 A Thrift Oil Company.

2 Q Thrift Oil Company. Do you know what the
3 volume of gasoline sales were on an average prior to
4 Mr. Cranford leaving?

5 MR. LOKER: Objection.

6 A Before he left?

7 Q Yes, sir.

8 A No sir, I don't.

9 Q Now, Mr. Garner, I am going to ask you if you
10 won't go back to your house and see if you can find the
11 records of your purchases and sales and your 1955 income
12 tax return.

13 MR. LOKER: Object to the request.

14 Q And ask if you will bring them back so I will
15 have the opportunity of looking at them and then interrogate
16 you further with respect to the same.

17 MR. LOKER: We object to the request.

18 Q Well, I mean --

19 MR. LOKER: I am objecting for the record.
20 If he wants to get them it is all right if he can find
21 them, if he has them. Off the record.

1 (Discussion off the record.)

2 MR. BURCH: The witness has indicated he
3 would like to make a statement with respect to entries
4 on his income tax return. What was that, Mr. Garner?

5 A Our income tax is figured out on my salaries
6 I made elsewhere working and we didn't figure on anything
7 on the filling station, because other than my salary
8 that I had taken and my way of figuring it out, on no
9 profit, because I didn't hire no accountant to figure
10 out my income.

11 Q I didn't follow you. Did you make a profit
12 and did you report a profit from the station on the
13 income tax return?

14 MR. LOKER: Just a moment. I want to move.
15 that the statement of the witness be stricken and object
16 to this question.

17 MR. BURCH: You want to read the question?

18 (The pending question was read by the steno-
19 grapher.)

20 A On income tax I would say what it was, we
21 didn't report the filling station at all because I didn't

1 figure I made profit enough and also I didn't go over
2 the \$500 or whatever it is, the \$1,000 mark, that I
3 have to file. If I remember right, I got something
4 like \$68.00 back from the income tax.

5 MR. LOKER: Move that be stricken, Mr. Re-
6 porter.

7 Q As a matter of fact if you didn't report it
8 you didn't make anything, any profit from the Shell
9 station?

10 MR. LOKER: Objection.

11 A Other than my salary, I made no profit I don't
12 guess.

13 Q How did you report on the income tax, how did
14 you report the \$60.00 a week? Did you report it as
15 salary?

16 MR. LOKER: Objection.

17 A I will tell you the truth, I don't remember
18 what I reported on the income tax.

19 Q Did you report this \$60.00 a week you say you
20 made out of the station, did you report it as salary?

21 A I don't remember.

1 MR. LOKER: Objection.

2 Q Did you report it at all?

3 A I don't remember that even.

4 Q You don't remember how you reported it?

5 A No.

6 MR. LOKER: Object to the question.

7 Q You voluntarily made this statement you had
8 worked someplace else. Had you worked someplace else
9 during the year of '55?

10 MR. LOKER: Objection.

11 A I think so.

12 Q How much money did you make there?

13 MR. LOKER: Objection. Wait a minute, Bill,
14 certainly the money he makes someplace else --

15 MR. BURCH: All right, I'm not going into that
16 any further.

17 MR. LOKER: All right.

18 Q The income you report in your return, was it
19 the money you made from the station or the money you
20 made someplace else?

21 A I think it was money I made someplace else.

1 Q So you don't recall reporting any money at
2 the filling station, is that correct?

3 MR. LOKER: Objection. We move all the testi-
4 mony from the point the witness stated he wanted to make
5 a statement to this point be stricken.

6 MR. BURCH: Let the record show that the
7 statement made by the witness with respect to the income
8 tax return, that is the part which Mr. Loker is asking
9 to be stricken, was made by him at his request voluntarily
10 and not responsive to a question which I had propounded
11 to the witness.

12 MR. LOKER: Let the record also show that the
13 witness had previously been questioned about his 1955
14 income tax return.

15 Q Now, Mr. Garner, I will renew my request and
16 ask that you go back to your house, which is just down
17 the road about a block, and look for your income tax
18 return and look for the records relating to the purchases
19 and sales at the filling station and any invoices from
20 Thrift Oil Company to you for such purchases. Will you
21 do that, please?

1 MR. LOKER: We renew our objection. Off
2 the record.

3 (Discussion off the record.)

4 (The witness left the room.)

5 (The witness returned.)

6 THE WITNESS: Dad says my income tax and the
7 records is none of your damn business.

8 MR. BURCH: Let the record show that the wit-
9 ness has now returned, having gone to his home to seek
10 the records and income tax return and he has a statement
11 he wants to make.

12 A He said it was none of your damn business.

13 Q What is none of my damn business?

14 A The income tax and the statement of my business.

15 MR. LOKER: I agree with the statement but not
16 the way it was made.

17 A The income tax and the records of the business
18 are not part of this case.

19 Q He wouldn't let you bring them back?

20 A He didn't say anything about bringing them back
21 but he said the records are none of your damn business.

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Q I think they are part of the case and I'm going to ask you to go back.

(Discussion off the record.)

(The witness again left the hearing room.)

- - - - -

KIRK S. CRANFORD, being previously sworn was recalled and testified as follows:

EXAMINATION BY MR. BURCH:

Q Mr. Cranford, do you recall having been contacted by a representative of the Gary Oil Company with respect to when you left --

MR. LOKER: Objection.

Q --the Shell oil station and what your experience was with the customers that you have had at the Shell oil station?

MR. LOKER: We object.

A Yes, somebody called me. I guess that is who it was, the Gary Oil Company.

Q Do you recall when it was?

MR. LOKER: We object.

A I guess it was about two or three weeks ago and

1 somebody called me last summer too.

2 Q Did somebody call you before last Christmas?

3 MR. LOKER: Objection.

4 A Somebody called me twice. Someone called me
5 last year and about two weeks ago.

6 Q In other words, when they called you, was last
7 year and the last call about two weeks ago?

8 A Yes sir, there was nothing for me to do.

9 Q If I was to mention the date of December 20,
10 1955, as the date of the first call, would that refresh
11 your recollection?

12 MR. LOKER: Object.

13 A Well, I couldn't swear to it exactly what it
14 was. I know it was some time last year. It was some-
15 time in the winter. I don't know exactly when because
16 so many people called and asked questions and half the
17 time I don't know what they are talking about a good
18 number of times.

19 MR. BURCH: Off the record.

20 (Discussion off the record.)

21 MR. LOKER: I want to move that all of the

1 testimony on recall be stricken. I will just ask a
2 couple of questions.

3 EXAMINATION BY MR. LOKER:

4 Q Do you know who called you during these times?

5 A I really couldn't tell you, the truth, what
6 the man's name was, to be honest with you.

7 Q Did he tell you what he wanted?

8 A He just told me an oil company.

9 Q Just an oil company?

10 A I think from what he said there, the name he
11 gave me.

12 MR. BURCH: Gary Oil.

13 A I'm pretty sure because I tried to think about
14 it and tell Stanley somebody called me and I didn't think
15 of it at the time.

16 Q But he didn't tell you his name at the time?

17 A Well, he asked me some questions about the
18 Shell station. There wasn't anything for me to do but
19 to say yes.

20 MR. LOKER: We renew the motion and ask it
21 be stricken.

1 EXAMINATION BY MR. BURCH:

2 Q You don't know anybody in Gary Oil?

3 A No.

4 Q You don't have any connections with Gary Oil?

5 A No.

6 MR. LOKER: We object to the question and ask
7 it be stricken.

8 (Examination concluded.)

9 - - - - -

10 (BENJAMIN ANDREW GARNER, JR., returned to the
11 hearing room.)

12 MR. LOKER: I think the record ought to show
13 that this boy has produced a cardboard box containing
14 all of the known or existing records pertaining to the
15 operation of the filling station during the time that
16 he was there.

17 MR. BURCH: I would like at this point to
18 ask Mr. Loker if he will see that this box of records
19 is produced at the time of trial.

20 MR. LOKER: Yes. You're not going to go
21 into it today?

75'

1 MR. BURCH: I want to ask the witness.

2

- - - - -

3

BENJAMIN ANDREW GARNER, JR., being previously
4 sworn was recalled.

5

EXAMINATION BY MR. BURCH:

6

Q I have in my hand here, Mr. Garner --

7

MR. LOKER: Just a minute, I said yes for the
8 record there, providing my client will do it. I don't
9 want to bind myself to make him do it.

10

MR. BURCH: I would have to issue a subpoena
11 duces tecum on it. Your client is in the room now.
12 Will you ask him if he would be willing to do it rather
13 than have me issue a subpoena duces tecum?

14

MR. LOKER: Suspend for a minute then.

15

MR. BURCH: Yes, go right ahead.

16

(A brief recess was taken.)

17

MR. LOKER: Let the record show that one of
18 the complainants, Mr. Benjamin A. Garner has agreed that
19 these records should be produced at the trial without
20 the necessity of issuing a subpoena duces tecum.

21

MR. BURCH: I now resume questioning the wit-

1 ness.

2 Q Mr. Garner, I have extracted from this box
3 of records a number of cash register tapes at the bottom
4 of each of which is a date in ink. For instance, I show
5 you one dated July 16, 1955. Does this represent the
6 transactions for that particular day?

7 MR. LOKER: Now before you answer I want to
8 state right here that counsel for the complainant is
9 going to object to each and every question asked of this
10 witness relevant to any records that have been produced.

11 Q You can answer the question now.

12 MR. LOKER: Now you go ahead and answer.

13 A Yes, sir.

14 Q There is also another one dated July 16, 1955.
15 What is that? Is that a second one or what?

16 MR. LOKER: Objection.

17 A Most likely that is where I got my days mixed
18 up. When -- one is the 16th and one is the 17th, most
19 likely.

20 Q But each one of them represents a different
21 day?

1 A Each one of them represents a different day.

2 MR. LOKER: Object.

3 Q But there are a number of these rolled and taped.
4 I see one, April, '55. This would probably represent
5 the month of April, would it?

6 MR. LOKER: Objection.

7 A It might. It might be part of April and it
8 might have part of a different month in there, I don't
9 remember.

10 MR. BURCH: I would like to mark this roll
11 of tape which shows April 2, 1955, as Defendant's Exhibit
12 1.

13 MR. LOKER: Objection.

14 (The roll of tape referred to was marked
15 Defendant's Exhibit No. 1.)

16 Q Then I show you roll of tape that has May, 1955.
17 That would also represent sales made by you during your
18 period of operation, is that correct?

19 MR. LOKER: Objection.

20 A Yes sir, it is.

21 MR. BURCH: I offer that as Defendant's

1 Exhibit 2.

2 A I don't say they are the complete ones.

3 Q I understand but they would represent sales
4 some of that period?

5 A Some part of the sales.

6 MR. LOKER: Object.

7 (The roll of tape referred to was marked
8 Defendant's Exhibit No. 2.)

9 Q And here is a roll, one of which indicates
10 the date of June 18, 1955. That would be in the same
11 general category, would it not?

12 MR. LOKER: Object.

13 Q That is a roll. That is the first date you
14 can see, June 18, 1955.

15 MR. LOKER: Object.

16 (The roll of tape referred to was marked
17 Defendant's Exhibit No. 3.)

18 Q I have a number of tapes which are loose and
19 all or most of which seem to bear a date of July, 1955,
20 and ask you if these are tapes representing business
21 transacted by you?

1 MR. LOKER: Objection.

2 Q At the station?

3 A Yes, sir.

4 Q I might change that. Some of these do have
5 a date in June, so that would also be true of June of
6 1955?

7 A Yes, sir.

8 MR. LOKER: Objection.

9 MR. BURCH: Can these be marked as a group?
10 I'm going to mark this group of them for May and June,
11 some June, some July, as Defendant's Exhibit 4.

12 (The loose tapes referred to were marked
13 Defendant's Exhibit No. 4.)

14 Q Now, Mr. Garner, there is this tape here which
15 is dated May 31, 1955, and it shows before some of the
16 items like gas 1, and over to the right, 75¢. Now,
17 that represents a sale of gasoline?

18 MR. LOKER: Objection.

19 Q And there is another one further down that says
20 oil 1, 45¢. That represents oil. Are they right with
21 respect to those transactions?

1 A Yes, sir.

2 MR. LOKER: Objection.

3 Q Now, whenever you would sell gas and whenever
4 you would sell oil on the register, you would push a key
5 that said gas or oil and then ring up the sale, is that
6 right?

7 MR. LOKER: Objection.

8 A Yes.

9 Q So if there is any other amount on here it
10 would represent something that is other than gas and oil?

11 MR. LOKER: Objection.

12 A Yes, sir.

13 Q The answer was yes, sir. Now, I notice in
14 this box of records that you brought back, that there
15 are invoices of the Charles Schneider Baking Company,
16 Green Spring Dairy, Southern Dairy, Coca Cola Bottling
17 Company, Industrial Towels, Koester Bakery, Daniel Loughran
18 Company, apparently for cigarettes or cigars, David Kerr,
19 Inc., potato chips, spaghetti, etc. I don't see others
20 but there are probably others. Now, they represents
21 items in the grocery line, do they not?

1 MR. LOKER: Objection.
2 A No, sir.
3 Q How about the bakery, what would that be?
4 A Potato chips and candy.
5 Q And candy. Did you sell any groceries there?
6 MR. LOKER: Objection.
7 A No, sir.
8 Q Did you sell milk?
9 MR. LOKER: Objection.
10 A Yes, sir.
11 Q Did you sell ice cream?
12 MR. LOKER: Objection.
13 A Yes, sir.
14 Q And part of your sales on these miscellaneous
15 items might be for candy or ice cream or milk and other
16 things like that, is that correct?
17 MR. LOKER: Objection.
18 A Yes, sir.
19 Q Now, I show you a paper, a white paper with
20 blue lines, which has some writing in pencil on it, and
21 has a total of \$409.44. It makes reference to a safe

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1 \$35.00, one showcase, \$10.00. Do you know what that
2 is?

3 A I think that's what we paid Mr. Cranford for
4 his stock he had left in there.

5 Q Here is apparently the first sheet of that,
6 shows 800 gallons of regular 24¢, and then \$192.00,
7 carried over to the right. Would that be part of this
8 \$409.44 being the grand total?

9 MR. LOKER: Objection.

10 A I think so.

11 Q So you would say this would represent the
12 inventory which was purchased from Mr. Cranford when
13 he left around the 30th of March, 1955, is that correct?

14 MR. LOKER: We object.

15 A Yes, sir.

16 MR. BURCH: I offer that as Exhibit 5.

17 (The two sheets referred to were marked
18 Defendant's Exhibit No. 5.)

19 Q I show you a notation from the County Trust
20 Company of Maryland, dated May 16, 1955, saying, we
21 credit \$200. Do you know what that represents?

1 MR. LOKER: Objection.

2 A I don't know. I think it is a deposit, I am
3 not sure.

4 Q Would that be a loan from your father to you?

5 MR. LOKER: Objection.

6 A No, sir.

7 Q You are satisfied with that? Do you have
8 your bank statements?

9 A No sir, I don't have them.

10 MR. LOKER: Objection.

11 Q Do you keep your bank statements?

12 MR. LOKER: Objection.

13 A All I have in that book.

14 Q You have your check stubs. Do you have any
15 cancelled checks? Didn't you get your cancelled checks?

16 MR. LOKER: Objection.

17 A I can't remember. I don't think the bank
18 ever returned them.

19 Q I show you a paper with the heading on the
20 stationery of Thrift Oil Company, without a date on it
21 and it has some pencil writing showing battery charger,

1 chassis lubricant, spark plug cleaner, with varying
2 prices and a total of \$228.79. Do you know what that
3 is?

4 A Yes.

5 Q What is it?

6 A Stuff I got from Thrift Oil Company which I
7 didn't use and returned.

8 Q It was a return and they gave you credit for
9 this?

10 MR. LOKER: Objection.

11 A I don't know whether it was credited or the
12 original bill but I remember returning everything on that
13 sheet.

14 Q I show you a green sheet headed Comptroller
15 of the Treasury Return, Sales and Use Tax Report, return
16 for the month of May, 1955, and in it, it has gross sales
17 and also proceeds, \$1506.71, dated July 5, 1955, signed
18 in pencil by someone. Is that your signature?

19 A Yes, sir.

20 MR. LOKER: Objection.

21 Q Was this return filed with the comptroller of

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1 the Treasury?

2 A Yes, sir.

3 MR. LOKER: Objection.

4 Q And what did that represent, what sales?

5 A The gross sales for the month of -- I don't
6 know whether it was May or June.

7 Q May it says here. That would be the gasoline,
8 oil, milk and candy, wouldn't it?

9 A Yes.

10 MR. LOKER: Objection.

11 Q I see a couple of tickets with the P. N. Amuse-
12 ment Company, collection tickets. Are they for slot
13 machines?

14 MR. LOKER: Objection.

15 A Yes, sir.

16 Q They are legal of course in Calvert County,
17 aren't they?

18 MR. LOKER: Objection.

19 A Yes, sir.

20 Q I want to get that in the record because I
21 don't want to leave the implication they aren't. How

1 often would you by gasoline on an average from Thrift
2 Oil, Mr. Garner?

3 MR. LOKER: Objection.

4 A I would say once a week.

5 Q Once a week. There are seven invoices of
6 Thrift Oil Company which I have in my hand and now show
7 you. They are dated May 14, June 1, June 3, correction,
8 this June 1 is actually for purchase of May 26, June 3,
9 June 13, June 18, June 28 and July 12. Would that
10 represent substantially your purchases from Thrift Oil
11 Company?

12 MR. LOKER: Objection.

13 A No sir, I don't think so.

14 Q There should be other ones?

15 A There should be other ones.

16 MR. LOKER: Objection.

17 MR. BURCH: May I mark all of these as a
18 group as Defendant's Exhibit 6?

19 (The invoices referred to were marked Defendant's
20 Exhibit No. 6.)

21 Q I show you a freight bill of Yankee Lines, Inc.,

1 showing shipment to Shell Service Center, attention B. A.
2 Gardner. Did your father place an order for that?

3 MR. LOKER: Objection.

4 A No sir, I did.

5 Q I notice it doesn't have Junior on that. Is
6 there any reason for that?

7 A Only that the order was 'phoned in and I may have
8 just given B. A. Garner.

9 MR. LOKER: Objection to the question.

10 Q I have just come across some other invoices,
11 or tickets from Thrift Oil Company dated March 30, April 4,
12 April 12, April 12, April 22, April 30, May 9, May 17,
13 May 26, and June 3. All these represent purchases --

14 MR. LOKER: Object.

15 Q --by you during that period of operation re-
16 ferred to?

17 MR. LOKER: Object.

18 A Yes, sir.

19 MR. BURCH: I would like to have those included
20 with the other ones in Defendant's Exhibit 6. Is that
21 agreeable to having them included in the same exhibit?

1 MR. LOKER: We object to them being exhibited
2 at all.

3 MR. BURCH: But you don't object to them
4 being included in Exhibit 6?

5 MR. LOKER: No.

6 Q Now, Mr. Garner, I am now looking at the check
7 book which was also contained among the papers and I
8 believe you stated that this was the book that you used
9 in making your various disbursements, is that correct?

10 A Yes.

11 MR. LOKER: Objection.

12 Q In other words, this is the check book you
13 had referred to earlier in your testimony?

14 MR. LOKER: Objection.

15 A Yes, sir.

16 Q Now, stub No. 1 shows an opening amount of
17 \$1,000.

18 MR. LOKER: Objection.

19 Q Is that the money which you said was loaned to
20 you by your father?

21 A Yes, sir.

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1 Q So that the loan then was \$1,000?

2 A Yes, sir.

3 MR. LOKER: Objection.

4 Q I note that in the check book, apparently the
5 first deposit which is made is one for \$87.45. Do
6 you recall what that deposit represented?

7 MR. LOKER: Objection.

8 A No, sir.

9 Q And then there is a deposit somewhere between
10 April 6 and April 12, of \$454.75, and then between
11 April 12 and April 30, there is a deposit of \$254.32,
12 and for -- between April 30 and June 12, there is a
13 deposit of \$150.00. Were there any other deposits
14 other than as shown in this check book?

15 MR. LOKER: Objection.

16 A I don't think so.

17 Q I notice check No. 25, is dated April 30, 1955,
18 and after that there are only three checks which were
19 drawn. All three of them being drawn to the Comptroller
20 of the Treasury, No. 26, in the amount of \$1.00 on June
21 12, No. 27, in the amount of \$5.04, on July 6, and No. 28

1 on July 6, in the amount of \$6.31. Now, will you
2 kindly tell me, sir, how the bills were paid from
3 April 30 through July, when they don't show up as having
4 been paid out of the checking account?

5 MR. LOKER: Objection.

6 A They were paid by cash.

7 Q They were paid by cash. Was that your custom?

8 MR. LOKER: Objection.

9 A When I first started the thing I started writing
10 a check for everything I bought and sold -- for everything
11 I bought and then I decided that was a little too much
12 trouble and I started to pay the bills by cash.

13 Q How did you pay your father back the \$1,000?

14 MR. LOKER: Objection.

15 A Well at the end -- after we closed the station,
16 I had some money and I gave him what money I had left
17 and then we sold the inventory and stuff which was left
18 and I gave him that.

19 Q Did you pay him all the \$1,000?

20 A No, sir.

21 Q Or do you still owe him part of it?

1 A No, I don't owe any part of it.

2 MR. LOKER: Objection to both questions.

3 Q Did you sell all the equipment?

4 A Sold the majority.

5 Q When was that, when you closed the station?

6 A Not exactly when we closed. Some of it has
7 been sold several months ago.

8 Q All the equipment?

9 A Almost all of it.

10 Q You say almost all of it was?

11 A That is merchandise, supplies, the general line
12 of equipment, everything that was around, I sold every-
13 thing but the jack and the tire tools.

14 Q You sold everything but the jack and the tire
15 tools?

16 MR. LOKER: Objection.

17 A Yes, sir.

18 Q How recently would you say that has been,
19 within the last couple of months?

20 A I would say within the last six months.

21 Q Within the last six months?

1 A And I don't know that for sure.

2 Q How about the air compressor?

3 A It is still there, it doesn't belong to me,
4 it belongs to Mr. Morris Thrift.

5 Q It belongs to Mr. Thrift?

6 A Yes, sir.

7 Q The tanks are still there?

8 A Yes, sir.

9 Q MR. LOKER: Objection.
The gas tank pumps are still there?

10 MR. LOKER: Object.

11 A Yes.

12 Q How about the kerosene stand, still there?

13 A Yes, sir.

14 Q How about the lift?

15 MR. LOKER: Object on both questions.

16 A Yes, sir.

17 Q How about the air compressor?

18 A Yes, sir.

19 MR. LOKER: Object.

20 Q How about the transmission outfit, is that
21 still there?

1 A Yes.

2 Q You didn't keep any books other than this check
3 book?

4 MR. LOKER: Objection.

5 A No.

6 Q Then you are not in a position to tell whether
7 you made any money or not, are you?

8 MR. LOKER: Objection.

9 A No, sir.

10 Q Let me ask you this, you were also asked when
11 you went to your house to get the income tax return. Did
12 you find that?

13 MR. LOKER: Objection.

14 A No sir, I looked and didn't find it. It
15 still could be around there, still could be up in the
16 attic, I don't know but I didn't find it. We looked
17 through two or three desks, through two or three drawers
18 and could not find it.

19 Q Let me ask you this, will you continue to look
20 and turn it over to Mr. Loker?

21 A Yes, sir.

1 Q If you find it?

2 A Yes, sir.

3 MR. BURCH: I think that's all.

4 MR. LOKER: I have no cross-examination but I
5 want to move that all of the testimony that has been
6 adduced from this witness from the time that the records
7 were produced until the close of the deposition be stricken.

8 MR. BURCH: Let me re-open for just a second,
9 before you put that in. One last question I did want
10 to ask. Put this in its proper order, Mr. Skolnick.

11 Q Mr. Garner, was your father aware, from the
12 time you started operation, how you were doing and what
13 not?

14 MR. LOKER: Objection.

15 A I think so.

16 Q Did you keep him advised particularly with
17 the one cent you were supposed to pay him -- he never
18 demanded that of you, did he?

19 MR. LOKER: Objection.

20 A No, sir.

21 Q And you did keep him advised and there were some

1 times he did work?

2 A He worked a couple of nights.

3 Q And you did keep him advised?

4 MR. LOKER: Objection.

5 A Right.

6 Q Was your mother also aware of the way the
7 station was being operated and how you were doing and
8 what not?

9 MR. LOKER: Objection.

10 A Yes, sir.

11 Q Did you discuss it generally?

12 A There was no discussion of it but I guess she
13 knew.

14 MR. BURCH: All right, that's all.

15 EXAMINATION BY MR. LOKER:

16 Q Just one question. Your mother never took
17 any particular interest in the operation of this station,
18 did she?

19 A No, sir.

20 MR. LOKER: That's all.

21 EXAMINATION BY MR. BURCH:

1 Q Since you asked that, were you ever around
2 when any discussion was had about selling the station?

3 MR. LOKER: Objection.

4 A The actual sale of it, no sir.

5 Q No, I don't mean the actual sale, I mean dis-
6 cussion about putting it up for sale.

7 A I remember them saying about selling it to
8 Sinclair.

9 Q You remember who said that?

10 A My father said that.

11 Q Do you remember who your mother got as the
12 broker to handle the sale? Do you know who the broker
13 was?

14 MR. LOKER: Objection.

15 A No, I don't think there is any broker other
16 than Sinclair.

17 Q Do you know if Mr. Waters was employed by your
18 father or mother to handle the sale of it? After the
19 Sinclair deal didn't go through?

20 MR. LOKER: Objection. I think we will show
21 Mr. Waters actually handled the sale on this contract.

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A After it was closed.

Q Are you aware your mother and father employed him?

MR. LOKER: Objection.

A Yes sir, after it was closed.

Q Did your father and mother ever discuss that they were going to hire Waters to handle the sale?

MR. LOKER: Objection.

A They don't discuss with me what they are going to do.

MR. BURCH: All right, that's all. Will you mark this check book as an exhibit?

MR. LOKER: Objection.

(The check book referred to was marked Defendant's Exhibit No. 7.)

(Examination concluded.)

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STATE OF MARYLAND

CITY OF BALTIMORE, SS:

I, Myron M. Skolnick, a Notary Public in and for the State and City aforesaid, do hereby certify that

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1 the within named Kirk S. Cranford and Benjamin Andrew
 2 Garner, Jr., personally appeared before me at the time
 3 and place herein set out and, after having been duly
 4 sworn by me according to law, was interrogated by counsel.

5 I further certify that the examination was
 6 recorded stenographically by me and then transcribed
 7 from my stenographic notes to the within typewritten
 8 matter in a true and accurate manner.

9 I further certify that the stipulation con-
 10 tained herein was entered into by counsel in my presence.

11 I further certify that I am not of counsel to
 12 any of the parties, nor related to any of the parties,
 13 nor an employee of counsel, nor in any way interested
 14 in the outcome of this action.

15 As witness my hand and notarial seal this 15th
 16 day of November, 1956, at Baltimore, Maryland.

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 18 *Myron M. Schuck*
 19 Notary Public
 20
 21



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I N D E X

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IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

BENJAMIN GARNER, and
PEARL C. GARNER, his wife,

COMPLAINANTS.

VS.

NO. 11,798 EQUITY

GARY OIL, INCORPORATED, a body
corporate of the State of Maryland,
also known as MID-ATLANTIC
PETROLEUM CORPORATION and MID-
ATLANTIC PETROLEUM CORPORATION, a
body corporate of the State of
Maryland,

RESPONDENTS.

.....

O P I N I O N

The Complainants in this case have filed a bill of complaint for a specific performance of a contract entered into by them and Gary Oil Company, Incorporated, whereby the latter agreed to purchase from the former a certain parcel of land situate and lying in the Second Election District of Calvert County and improved by a gasoline service station. The Defendant, Mid-Atlantic Petroleum Corporation (formerly Gary Oil, Incorporated), in its answer to the bill of complaint, alleged as matters of defense (1) that the description of the land contained in the agreement is so vague, uncertain and incorrect as to render the enforcement of the agreement impossible because of indefiniteness, and (2) that the Complainants made to the Respondent certain material and false representations on the strength of which the Respondent entered into the agreement. The Respondent also filed a counter-claim wherein it seeks the return of its deposit \$500.00 on account of the purchase price of the property, and asks for damages sustained by it as a result of the false representations made by the Complainants and their agent, as well as the concealment by them of material facts.

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Mr. Benjamin A. Garner, who together with his wife owns the property in question, testified that the property consists of .89 of an acre situate and lying in the Second Election District of Calvert County, improved by a filling station and apartment. In June of 1955, he and his wife executed a listing contract with Mr. Joseph Waters, a real estate agent. Mr. Garner himself had no contact with the Respondent, and the matter was entirely handled by Mr. Waters. Mr. Waters submitted the agreement with Gary Oil Company, which had been signed by the Vice-President thereof on August 17th, 1955, to him and he and Mrs. Garner executed it on August 18th, 1955. This agreement provided for the purchase of "a parcel of land in the Second Election District of Calvert County, situate at the northeast corner of State Route No. 2 and Plum Point Road, with the improvements known as Shell Service Center, further described on the reverse of the contract, at and for the price of \$15,355.00. The description on the reverse of the sales contract reads as follows: "All of that parcel, or tract of land, situate, lying and being at the north east intersection of State Rt. #2 and the Plum Point Road (Rt. 263), in the Second Election District of Calvert County in the State of Maryland, more particularly described by Deed from John K. and Pauline C. Dodson to Benj. A. and Pearl C. Garner, dated Jan. 28, 1948, recorded Jan. 29, 1948 in Liber A W R 14, folio 14, one of the land records of Calvert County, containing three quarters of an acre more or less."

At the time Mr. Garner executed the sales agreement, a former tenant of his station, Mr. Kirk Cranford, was operating a new station across the road, and had been operating it since April of 1955. Mr. Cranford had ceased operating the Garner station in April, 1955, and, thereafter, the station was operated for a while by Mr. and Mrs. Garner's son on his own account.

According to Mr. Garner, the water for supplying the service station came from an artesian well on the opposite side of the

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road. The parcel in the contract did not include the artesian well, but he agreed to supply the purchaser of the station with all necessary water from his property on which the well was located.

Mr. Joseph D. Waters, the real estate broker, testified that about one week prior to the signing of the sales agreement he had shown the property to a representative of the Gary Oil Company, and that just prior to that his associate had also shown it to some representatives of the same Company. When Mr. Waters showed it to a representative of the Respondent, the station was closed, and Mr. Waters had the key. The representative of the Oil Company was identified as Mr. Rogers, and the boundaries of the property were pointed out to him. Mr. Rogers asked Mr. Waters as to the volume of gasoline business done by the station, and Mr. Waters replied that he did not know, but he suggested that Mr. Rogers check with the Thrift Oil Company, a supplier; he, that is Mr. Waters, had heard that the station had sold a hundred thousand gallons of gasoline in the past year. Mr. Rogers expressed himself to Mr. Waters as being anxious to find a location for a retail outlet in southern Maryland. He did not ask Mr. Waters for any financial statements or sales records on the station. At the time he inspected it in the company of Mr. Waters, Mr. Cranford's new Sunoco Station was in operation across the road and was plainly visible.

The agreement of sale provided for settlement within ninety (90) days, but an extension of time was requested by Gary Oil Company, and this extension was granted, but, when the date of settlement arrived, the Gary Oil Company's representative did not show up at the office of Mr. David Harkness, the lawyer designated as the settlement officer in the agreement. Thereafter, Mr. Waters was advised by the Respondent that the sale was rescinded. Prior to that time, he had heard no complaint as to any misrepresentation made by him to induce the sale.

It appears that the Respondent's interest in the property

arose from a classified advertisement in the Sunday Sun of August 7th, 1955. Mr. J. B. Waters listed for sale, among other properties, "Filling Stations-- (3) Gulf, Sinclair, Shell; all with liv. qtrs.; one with beer and legal slots; 2 doing over 100,000 gals.; outright sales, real estate incl. These stations will pay for themselves in short time; no competition; priced right: liberal terms." Mr. Rogers was shown all three of these stations, and, at the time they were shown to him, two of them were closed. Mr. Waters expressed himself as being positive that he did not tell Mr. Rogers that the station in question was doing over 100,000 gallons per year in sales, and that on both occasions when the station was shown to Mr. Rogers, it was closed, and had to be unlocked in order to show him the interior.

Mr. Milton Gordon, a salesman for Mr. Waters, testified that he showed the station in question to a representative of the Gary Oil Company in the early part of August, 1955, and that the station was closed at that time, and that he had to secure a key to get into it. He pointed out the boundaries of the property to the representative, but did not make any representation or statement as to the volume of gallonage, or the profit or loss of the business. He showed the representative all three stations referred to in the advertisement. The representative, Mr. Rogers, looked at both meters on the Gulf Station pumps, and mentioned to him that he wasn't interested in that station since the pumps only registered 50,000 gallons, more or less.

Mr. David A. Harkness, an attorney in Calvert County, testified that he searched the title to the property and procured title insurance. He found the title to be good and merchantable, and settlement was set on December 15th, 1955, at his office after the Oil Company had requested an extension of time. Mr. Harkness admitted that there was some error in the title reference as it appeared on the contract. According to his title search, a small part of the tract on which the station was located was on the other side of State

Route #2, and that the Oil Company was to get that portion of the tract on the east side of the State Highway. The portion not covered by the conveyance contained approximately a tenth of an acre. There was a dispute between Mr. and Mrs. Garner and their neighbors over one of the boundary lines of the property on the east side of the road. Although Mr. Harkness had prepared the deed, he had made no provision therein for an easement for the supply of water from land retained by the Garners.

Mr. Bernard Joseph Rogers, the general manager of the Gary Oil Company, testified that he had inquired about the three service stations which were described in the advertisement appearing in the Sunpaper, and that he was attracted to the advertisement because of the representation therein as to the volume of gallonage which the stations were doing. He and another employee of the Respondent drove down to inspect the stations, and were met and were met and taken around by Mr. Gordon. Mr. Gordon first took them to a Sinclair Station which was not then in operation. They then went to a Gulf Station and Mr. Rogers noticed that the meter on the pump showed sales of fifty to sixty thousand gallons, but since the Station apparently derived a large proportion of its business from the sale of beer, he was not interested. He also believed that the volume of sales as shown on the meters of the pumps was insufficient to make it a desirable purchase. He was then taken to the Shell Station where he was told by Mr. Gordon that it was selling eighty-five hundred to ten thousand gallons per month. He was also informed by Mr. Gordon that Mr. Garner's son was at that time operating the Station.

Several months later Mr. Rogers again went down and inspected the station and found that it was closed, and he asked Mr. Waters if he could arrange to have it kept open until settlement.

Mr. Rogers took it for granted that there was water available on the property since he had seen water taps in the station.

He expressed himself as being always interested in securing good filling station sites with good gallonage. He admitted on cross examination that he had been in the oil business for thirty-two years, both in the wholesale and retail branches, and that the corporation which he represented operates some retail stations. His own experience has been in all phases of the petroleum business, and he had bought and sold filling stations in operation as well as sites for stations which the corporation erected. A Mr. Wallace, another employee of the Corporation, went with him on the occasion when Mr. Gordon showed him the several stations. Mr. Wallace, however, did not appear at the trial or testify. Mr. Rogers was under the impression that Mr. Wallace checked the meters on the pumps of the station in question while they were inspecting it. He had seen the new Sunoco Station operated by Mr. Cranford across the road, but he had paid no particular attention to it. He recalled asking Mr. Waters if the gallonage sold by the Station would run from 8500 to 10,000 gallons per month, but he did not recall what answer he received. There was no independent check made of the number of gallons sold by the station prior to the execution of the contract. It appears that this is customarily done through the local wholesaler.

Mr. Rogers admitted that he did not inquire as to who had been operating the station, and that he was not interested in that, although he knew that "the quality and aggressiveness of the operator" has a lot to do with the amount of business done. In his own words, he relied entirely on the information which he had seen in the advertisement. He also admitted that his attorney, Mr. Burch, had told him in October, 1955, that steps should be taken to rescind the contract, but he could not explain why, after that date, his Company asked for an extension of time for settlement instead of notifying the sellers that they intended to rescind.

Mr. Kirk Cranford had operated Mr. and Mrs. Garner's

station until the end of Merch, 1955. Thereafter, he operated the Sunoco Station across the road. He had constructed his own station after Mr. and Mrs. Garner had refused to sell theirs to him. Prior to the time he moved to his new location he had talked to his regular customers and had persuaded seventy to seventy-five percent of them to take their business to his new station. After he left the Garner Station, Benjamin Garner, Jr., the son of the Complainants, took over the operation of the station and operated it until sometime in July of 1955, and that, thereafter, the place remained closed.

Mr. Benjamin A. Garner, Jr., testified that he took over the operation of his parents' station in April of 1955, and operated it until July the 23rd, 1955, and that, thereafter, it was closed. At the time he operated the station, the volume of sales dropped considerably.

"A misrepresentation, in order to constitute fraud, must contain the following essential elements: 1. Its form as a statement of fact; 2. Its purpose of inducing the other party to act; 3. Its untruth; 4. The knowledge or belief of the party making it; 5. The belief, trust, reliance of the one to whom it is made; 6. Its materiality." (Section 876, Volume 3, Pomeroy's Equity Jurisprudence, Fifth Edition). Assuming that the first four essential elements were present in this case, this Court cannot find that the fifth was present, nor the sixth. Mr. Rogers' manner of testifying, as well as the substance of his testimony, indicated that he did not in fact rely on the newspaper advertisement or the statement of Mr. Gordon, if the latter made such a statement, as to the number of gallons sold by the Garner station in a course of a year. It seems more likely that he was interested on behalf of his Corporation in securing an outlet southern Maryland for the Corporation's products, and that he was in search of a satisfactory location for that purpose. It is hard to believe that a man of his experience could have relied entirely on

the classified advertisement of a real estate broker. Certainly he did not rely on the statement in the advertisement that there was no competition since he admitted that he saw Mr. Cranford's station closeby but paid no particular attention to it. The advertisement implied that the station was doing over 100,000 gallons at the time the ad appeared, but the testimony appears to be conclusive that the station was closed and not in operation when he inspected it. He must have, therefore, known that the reference to the volume of gallonage was a reference to past operations. As a matter of fact, Mr. Cranford had sold that gallonage during the last year in which he operated the station. Mr. Rogers did not even bother to examine the meters on the pumps of this particular station, and, aside from the advertisement, according to his own testimony, he relied on a statement made by Mr. Gordon, the employee of Mr. Waters. He was not even able to recall Mr. Waters' answer to his inquiry as to the gallonage. This would indicate that whatever the answer was, it was not particularly important to him.

As it was said in *Ely vs. Stewart*, 2 Maryland 408, "but it is not at all times a necessary consequence, that a mistaken or erroneous statement by a vendor, in regard to the property, will authorize the vendee to refuse to comply with the terms of sale. According to the rule as laid down by Judge Story, 1 Equity Jurisprudence, sec. 191, "a misrepresentation which will entitle a purchaser to relief, must lie in a matter important to his interests, by which he is actually misled." The misrepresentation, if any, which was alleged to have been made in this case does not appear to have been in a matter important to the interest of the Respondent, nor does it appear that its representative was actually misled by it. This Court is all the more impelled to this conclusion by the point made in the testimony of Mr. Rogers that he did not employ on behalf of the Corporation Mr. David Harkness to search the title to the property, or Mr. J. R. McCrone, a surveyor, to make the survey. According to Mr.

(9)

Rogers, his Company ordinarily employed a Title Company to do this work for it, and the implication was that Mr. Harkness proceeded to search the title and arrange for settlement without the tacit authorization of the Respondent. Nevertheless, the sales contract contained the provision that "settlement is to be made at the office of David A. Harkness, attorney, Prince Frederick, Maryland, or at the Title Company searching the title, and deposit with the Title Company or with said attorney of the purchase money, etc." Mr. R. L. Hooper, of the Gary Oil Company, on November 17th, 1955, wrote to Mr. Waters, and, after acknowledging Mr. Waters' letter, extending the time of settlement to December 18th, 1955, went on to say: "We would like to make a definite date for settlement if it is convenient with you, for Thursday, December 15, 1955 at 11 a.m. Will you please notify us the address at which this settlement is to be made." It, therefore, appears that the Respondent was relying on Mr. Waters to take all necessary steps, including the employment of a lawyer, to have the title searched and to arrange for settlement. In any case, Mr. Rogers was unable to testify that his Company had taken any steps to employ a Title Company or any attorney to proceed on their behalf in this matter, and this failure to follow their usual custom would indicate that shortly after the execution of the contract, the Company had decided not to go through with the purchase at all.

The matter may be summed up best in the words of Justice Musmanno in *Abrams, Incorporated, vs. Wolkov*, Supreme Court of Pennsylvania, 89 Atlantic (2) 359, wherein he said: "There is nothing complicated or involved about this litigation. It simply represents the case of a business man who concludes, after binding himself to a formal compact, that the investment is perhaps not as attractive as he first assumed it to be. It is unfortunate that he must forfeit a sum of money in the nature of a penalty for an error in business judgment, but there could be no order in the world of affairs unless contracts were upheld and agreements enforced in

accordance with the terms voluntarily chosen and solemnly accepted. The interests of others, depending on the commitment of the promisor, always intervene and they also are entitled to an enforcement of their rights under the law."

As to the contention of the Respondent and Cross-Complainant that the description in the contract is so vague and indefinite as to render the contract unenforceable because it cannot be determined from the deed reference in the contract whether or not all of the land referred to in the deed was to be the subject matter of the contract, or only that part lying on the east side of State Route #2, and because the deed referred to describes the boundaries of the whole tract, not by metes and bounds, but as binding on adjoining lands owned by certain other property owners, this Court is of the opinion that the description is sufficient to render the contract enforceable. Since the contract definitely specifies the parcel of land to be conveyed as being "situate at the northeast corner of State Route #2 and Plum Point Road with improvements thereon known as Shell Service Center, it seems clear that the very small remaining portion of the property described in the deed lying across the road was, in the contemplation of the parties, not to be included. The fact that the deed referred to in the contract of sale describes the property as being bounded by other properties, in lieu of a metes and bounds description, does not appear to be fatal. A similar description in a contract of sale was held sufficient in the case of *Loughran vs. Ramsburg*, 174 Maryland 181, wherein it was said that "a reasonable certainty in the description of property is all that is required. 'The description need not be given with such particularity as to make a resort to extrinsic evidence unnecessary!'"

As to the additional contention apparently thrown in for good measure, that the title is not merchantable because at one time there was a dispute over one of the boundary lines and be-

cause the deed prepared by Mr. Harkness did not provide an easement for water rights, it can only be said as to the first objection that if it were sufficient, very few properties would ever be transferred. Boundary disputes have been the hobby of neighbors for generations and the history of few properties is free of them. "A title to be marketable, need not be free from every conceivable technical criticism; objections which are merely captious, although within the range of possibility, should be disregarded by the court." (Zepp vs. Darnall, 191 Maryland 68). As to the second objection, Mr. Garner went on record at the trial as being perfectly willing to bind himself to furnish or to make available on adequate supply of water for the property.

The Complainants are entitled to the relief for which they have prayed in their bill of complaint and the cross bill of complaint must be dismissed. A decree in accordance with this opinion will be signed when submitted.

James Macgill

Judge.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

BENJAMIN GARNER, and
PEARL C. GARNER, his wife,

PLAINTIFFS

VS

NO. 11, 798 EQUITY

GARY OIL, INCORPORATED, A body
corporate of the State of Maryland,
also known as MID-ATLANTIC
PETROLEUM CORPORATION and MID-
ATLANTIC PETROLEUM CORPORATION, a
body corporate of the State of Maryland,

DEFENDANT

DECREE FOR SPECIFIC PERFORMANCE OF CONTRACT

THIS CAUSE BEING READY FOR HEARING AND HAVING BEEN SUBMITTED UPON
BILL OF COMPLAINT, ANSWER, AND TESTIMONY TAKEN IN OPEN COURT, COUNSEL FOR THE
PARTIES WERE HEARD AND THE PROCEEDINGS READ AND CONSIDERED.

IT IS THEREUPON, this 20th day of March, 1957, by the Circuit Court for
Anne Arundel County, Maryland, in Equity,

ADJUDGED, ORDERED AND DECREED that the Defendant forthwith pay or bring
into this Court to be paid unto the Plaintiffs the sum of Fourteen Thousand
Eight Hundred and Fifty Five Dollars (\$14,855.00), the same being the balance
of purchase money due for the land and premises in the proceedings mentioned,
together with interest thereon from the 20th day of March 1957, until so paid
or brought in, and together with the costs of this suit to be taxed by the
Court; and that, upon payment of the aforesaid sum of money with interest
and costs as aforesaid, or bringing the same into this Court, the
Plaintiffs' by a good and sufficient deed, to be executed and acknowledged
according to law, shall convey unto the said Defendant, its successor and
assigns, the land and premises in the proceedings mentioned and described as
sold by the said Plaintiffs to the said Defendant and all the right, title,
interest and estate of the Plaintiffs, in and to the same.



James MacGill, Judge

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IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

BENJAMIN GARNER, and :
PEARL C. GARNER, his wife, :

PLAINTIFFS :

VS. :
:

GARY OIL, INCORPORATED, a body : NO. 11,798 EQUITY
corporate of the State of Maryland, :
also known as MID-ATLANTIC
PETROLEUM CORPORATION and MID-
ATLANTIC PETROLEUM CORPORATION, a :
body corporate of the State of
Maryland, :

DEFENDANT :

: : : : : : : : :

ORDER

Upon the foregoing Petition to Nullify the Decree
for Specific Performance of Contract, it is this 17th day of
April, 1957,

ORDERED that the Decree dated March 20, 1957 be,
and the same is hereby annulled and set aside; and it is
further Ordered that this cause remain sub curia pending
revision of the Decree for Specific Performance.

James W. Garner
Assoc. Judge

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1957 Apr 18 AM 9:12*

in semi-annual installments of Four Hundred Sixty-Seven Dollars and seventy-five cents (\$467.75) with interest at the rate of Five Percent (5%) per annum, each installment when so paid to be applied, first to the payment of interest on the amount of principal remaining unpaid and the balance thereof to be credited to principal; and that, upon payment of the aforesaid sum of money with interest and costs as aforesaid, and the execution of the said Purchase Money Mortgage in the tenor hereinabove set forth, the said Plaintiffs by a good and sufficient Deed, to be executed and acknowledged according to law, shall convey unto the said Defendant, its successors and assigns, by a good and merchantable fee simple title, the land and premises in the proceedings mentioned and described as sold by the Plaintiffs to the Defendant; together with the grant of an easement by the Plaintiffs to the Defendant, its successors and assigns, in Plaintiffs land situate and lying on the South Side of Plum Point Road, Calvert County, Maryland, for the continuation of the present water supply therefrom to the premises to be conveyed by the Plaintiffs to the Defendant, and the said Defendant, its successors and assigns, shall have at all times such right of entry on to the Plaintiffs said land as may be necessary to enable Defendant, its successors or assigns, to repair and maintain the well and water line; and the said Plaintiffs shall also at that time execute a Bill of Sale to the said Defendant transferring to the said Defendant by a good and merchantable title the items of equipment mentioned and described in the Contract of Sale which is filed in these proceedings.


Judge

ANNE ARUNDEL COUNTY WELFARE BOARD :
Annapolis, Maryland

Petitioner :

vs.

LAURA MOORE SAUNDERS :
Mission Street
Pasadena, Maryland
HEIR AT LAW OF MINNIE MOORE,
DECEASED :

Defendant

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 11,634 EQUITY

.....

CREDITORS' BILL FOR SALE OF REAL ESTATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orator, Anne Arundel County Welfare Board, by Marvin I. Anderson and Malcolm B. Smith, its Attorneys, suing for itself and for all other creditors of the said Minnie Moore, late of Anne Arundel County, deceased, who will come in and contribute to the expenses of this suit, complaining says:

1. That your Orator is a creditor of the late Minnie Moore, deceased, for Old Age Assistance Benefits rendered to her in her lifetime in the total amount of Four Thousand Six Hundred Eighty Seven Dollars and Forty One Cents (\$4,687.41), which more fully appears in the Statement of Account attached hereto as Complainant's Exhibit No. One and prayed to be taken as a part hereof.

2. That the said Minnie Moore being so indebted as aforesaid unto your Orator and to diverse other persons, died intestate on the 7th day of October, 1954, leaving personal estate insufficient to pay her just debts, and leaving as her only heir at law her daughter, the Defendant, Laura Saunders, a widow.

3. That the said Minnie Moore died seized and possessed in fee simple of certain improved real estate located in Pasadena, Anne Arundel County, Maryland, which property is fully described in a deed from William Smith and Anne Smith, his wife, to Clarence J. Moore and Minnie Moore,

Filed JAN 31 1956

his wife, dated July 28, 1936, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. 154, folio 100, a copy of which deed is attached hereto marked Petitioner's Exhibit No. Two, and prayed to be taken as a part hereof.

4. That no Letters of Administration have been granted by the Orphans' Court of Anne Arundel County upon the estate of the said Minnie Moore, and no application has been made by anyone for said Letters of Administration.

WHEREFORE, it is respectfully prayed:

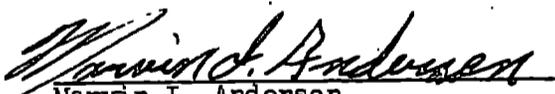
1. That the aforesaid real estate of Minnie Moore, deceased, be sold for the payment of the aforesaid debt of the decedent contracted during her lifetime, and for the satisfaction of the authenticated claims of such other creditors as shall come in and contribute to the costs of these proceedings.

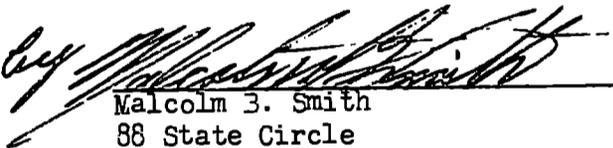
2. That Marvin I. Anderson and Malcolm B. Smith be appointed Trustees by this Honorable Court to make the sale of said property.

3. That notice be given to all creditors of the said Minnie Moore, deceased, to file their duly authenticated claims herein.

4. And for such other and further relief as the case may require.

AND, AS IN DUTY BOUND, etc.


Marvin I. Anderson
20 West Street
Annapolis, Maryland


Malcolm B. Smith
88 State Circle
Annapolis, Maryland

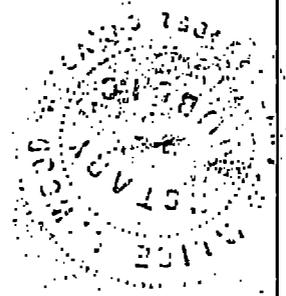
Attorneys for Petitioner

STATE OF MARYLAND, ANNE ARUNDEL COUNTY

I hereby certify that on this 25 day of January, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Esther Holahan, Director of the Anne Arundel County Welfare Board, and she made oath in due form of law that the matters and facts set forth in the foregoing Creditors' Bill are true and correct to the best of her knowledge and belief.

Witness my hand and notarial seal.

Albi L. Wood
Notary Public



Annapolis, Maryland

December 10, 1954

Estate of MINNIE MOORE

To: County Commissioners of Anne Arundel County and
Anne Arundel County Welfare Board

For money paid to decedent under Chapter 12 of the Acts of the General Assembly of 1937 (Special Session) and due to the Anne Arundel County Welfare Board under Section 17 of Chapter 12 of the Acts of the General Assembly of 1937 (Special Session) -----

Assistance granted as follows:

1942	\$ 60.57	1949	\$ 444.25
1943	187.11	1950	399.60
1944	336.00	1951	431.10
1945	336.00	1952	477.18
1946	336.00	1953	481.58
1947	393.10	1954	409.42
1948	395.50		
		TOTAL	<u>\$4,687.41</u>

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1954 DEC 10

Petitioner's Exhibit #1

(INT. REV. STAMP \$1.00)

THIS DEED, made this 16th day of July, 1936, by and between WILLIAM SMITH and ANN SMITH his wife, parties of the first part, and CLARENCE J. MOORE, and MINNIE MOORE his wife, parties of the second part, all of Anne Arundel County, Maryland,

WITNESSETH, that in consideration of the sum of one dollar, and other good and valuable considerations the receipt of which is hereby acknowledged the said parties of the first part do hereby grant and convey unto the said parties of the second part, as tenants by the entireties, their heirs and assigns, in fee simple.

ALL those lots of ground situate, lying and being in the Third Election District of Anne Arundel County, Maryland, and more particularly described as follows:

BEING lots Nos Six (6) and Seven (7), in Block Seven (7), as laid out on the plat of Pasadena, recorded in Liber S.H. No. 39, folio 102 etc.

BEING a part of the same property which was conveyed to William Smith and Ann Smith, his wife by John M. Appleton and Mary E. Appleton, his wife, by deed dated the 3rd day of August, 1933; and recorded among the land records of Anne Arundel County, in Liber F. S. R. No. 114, folio 192.

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

TO HAVE AND TO HOLD the said lots of ground and premises above described or 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 benefit of the said Clarence J. Moore and Minnie Moore, his wife, as tenants by the entireties, their heirs and assigns, in fee simple forever.

AND the said William Smith and Ann Smith, his wife, covenant with the said Clarence J. Moore, and Minnie Moore, his wife, that they will warrant specially the property hereby granted, and that they will execute such further

Petitioner's Exhibit No. 2.

Filed JAN 31 1958

assurances of the same as may be requisite and necessary.

AS WITNESS the hands and seals of the said grantors.

ATTEST:

WILLIAM SMITH (SEAL)

VIOLA KINDRED

ANN SMITH (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 16th day of July, 1936, before me, the subscriber a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared William Smith and Ann Smith, his wife, and acknowledged the foregoing deed to be their respective act.

AS WITNESS my hand and notarial seal.

(NOTARIAL SEAL)

VIOLA KINDRED

NOTARY PUBLIC

RECORDED AUGUST 4, 1936 at 10-45 A. M.

STATE OF MARYLAND, Anne Arundel County, Sct:

I HEREBY CERTIFY, That the foregoing Deed is truly taken and copied from Liber F.A.M. No. 154, folio 99, 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 30th day of January, 1956.

George T. Cromwell
George T. Cromwell, Clerk



ANNE ARUNDEL COUNTY WELFARE BOARD	:	IN THE
	:	
Petitioner	:	CIRCUIT COURT
	:	
- vs -	:	
	:	
LAURA MOORE SAUNDERS and JAMES SAUNDERS, her husband	:	FOR
HEIR AT LAW OF MINNIE MOORE, DECEASED	:	ANNE ARUNDEL COUNTY
	:	
Defendants	:	NO. 11,634 EQUITY
	:	

CONSENT TO DECREE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Defendants, LAURA MOORE SAUNDERS and JAMES SAUNDERS, her husband, by Louis M. Strauss, their attorney, hereby abandon and waive any defense which they may have heretofore raised under any applicable statute of limitation, and admit the validity of the claim of the Petitioner in the amount of Four Thousand Six Hundred Eighty-Seven Dollars Forty-One Cents (\$4,687.41); and they hereby consent to the passage of a Decree ordering the sale of the property involved in these proceedings, under the direction of this Court, for the satisfaction of the said claim.

AND AS IN DUTY BOUND, ETC.



 Louis M. Strauss
 Attorney for Defendants

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ANNE ARUNDEL COUNTY WELFARE BOARD = IN THE
 =
 Petitioner =
 =
 - vs - =
 =
 LAURA MOORE SAUNDERS and JAMES = FOR
 SAUNDERS, her husband =
 HEIR AT LAW OF MINNIE MOORE, =
 DECEASED = ANNE ARUNDEL COUNTY
 =
 Defendants =
 = NO. 11,634 EQUITY

:::::R:::::

DECREE

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

It is thereupon this 19 day of *March*, 1957, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREED that there is due the Anne Arundel County Welfare Board from the Estate of MINNIE MOORE, the sum of Four Thousand Six Hundred Eighty-Seven Dollars Forty-One Cents (\$4,687.41) for old age assistance benefits; and there are no funds or personal estate of the said MINNIE MOORE with which to pay the same.

And it is further ADJUDGED, ORDERED and DECREED that the property mentioned in these proceedings be sold, and that Marvin I. Anderson and Malcolm B. Smith be and they are hereby appointed Trustees to make sale, and that the course and manner of their proceedings shall be as follows;

They shall first file with the Clerk of the 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 *fifteen* *hundred* Dollars (\$1500.00) conditioned for the faithful performance of the trust reposed in them by this Decree, or to be reposed in them by any future Decree or Order in these premises.

They shall then proceed to make this sale, having given at least three weeks notice by advertisement, inserted in such newspaper or newspapers published in the County aforesaid, as they shall think proper, of the time, place, manner and terms of sale, which shall be:

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A deposit of Five Hundred Dollars (\$500.00) of the amount of + 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, any deferred payment to bear interest from the day of sale; and if not sold at public sale on the day so advertised, the said Trustees 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 any said sale or sales, the trustees shall return to this Court a full and particular account of the sale, with an affidavit of the truth thereof, and of the fairness of such sale or sales annexed. And on ratification of such sale or sales by this Court, and on the payment of the whole purchase money, and not before, the said Trustees, by a good and sufficient deed to be executed and acknowledged, agreeable to law, shall convey to the purchaser or purchasers of said property, and to his, her or their heirs, the property so sold, free, clear and discharged of all claims of the parties to this cause, and of any persons claiming by, from or under them or any of them.

And the said trustees shall bring into this Court the money arising from said sale or sales, and the bonds which may be taken for the same, to be disposed of under the direction of this Court, after deducting therefrom the cost of this suit, and such attorneys' fees and commissions to the said Trustees as the Court shall think proper to allow in consideration of the skill, attention, and fidelity where with they shall appear to have discharged their trust.

And it appearing to the Court that there has been no administration of the estate of MINNIE MOORE, the Trustees are directed during the time the notice of the sale is published in the newspaper, to give notice to her creditors to file their claim in this Court in the office of the Clerk thereof, within ninety days (90) of the first insertion.


Judge

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ANNE ARUNDEL COUNTY WELFARE BOARD: NO. 11,634 EQUITY

Petitioner :

vs. :

LAURA MOORE SAUNDERS and JAMES : CIRCUIT COURT

SAUNDERS, her husband :
HEIR AT LAW OF MINNIE MOORE, :
DECEASED : FOR

Defendants : ANNE ARUNDEL COUNTY

: : : : : :

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, Marvin I. Anderson and Malcolm B. Smith, of Annapolis, Anne Arundel County, Maryland, as principals, and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the laws of the State of New York, are held and firmly bound unto the State of Maryland, in the full and just sum of One thousand five hundred dollars (\$1,500.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents,

Sealed with our seals and dated this *3rd* day of May, in the year of our Lord one thousand nine hundred and fifty-seven.

WHEREAS, the above bounden Marvin I. Anderson and Malcolm B. Smith were appointed Trustees by virtue of a Decree of the Honorable the Judge of the Circuit Court for Anne Arundel County, dated March 19, 1957, to make sale of the property mentioned in the proceedings in the case of the Anne Arundel County Welfare Board vs. Laura Moore Saunders and James Saunders, her husband, Heir at law of Minnie Moore, deceased, known as No. 11,634 Equity, now pending in said Court.

*Bond approved
this 6th day of May 1957
George J. Cromwell
Clerk*

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NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Marvin I. Anderson 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.

Marvin I. Anderson (SEAL)
Marvin I. Anderson

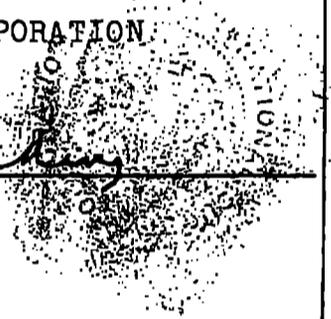
Signed, Sealed and delivered
in the presence of

Malcolm B. Smith (SEAL)
Malcolm B. Smith

Myrtle Sturm
Myrtle Sturm

NATIONAL SURETY CORPORATION

By *Marvin I. Anderson*
Attorney-in-fact



Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

MARVIN I. ANDERSON
MALCOLM B. SMITH
Solicitors

Trustee's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Located in the Third Election District of Anne Arundel County.

By virtue of a Decree of the Circuit Court for Anne Arundel County, No. 11,634 Equity, the undersigned Trustees, will sell at public auction, at the Court House door in Annapolis, on

FRIDAY, MAY 31, 1957
at 11:00 o'clock A. M.

All those lots of ground lying in the Third Election District of Anne Arundel County, Maryland, and described as Lots 6 and 7 in Block 7 as shown on a plat of "Pasadena", recorded among the Plat Records of Anne Arundel County; it being the same property which was conveyed to Clarence J. Moore and Minnie Moore, his wife, by deed from William Smith and Anne Smith, his wife, dated July 16, 1936, and recorded among the said Land Records in Liber F. A. M. 154, folio 100.

Terms of sale: A deposit of \$500.00 in cash or certified check, the balance to be paid on final ratification of the sale by the Court, or all cash at the option of the purchaser, any deferred payments to bear interest from day of sale; taxes and other public charges to be adjusted to the date of sale.

MARVIN I. ANDERSON
MALCOLM B. SMITH

Trustees.

GEORGE SCIBLE, Auctioneer. M-23

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 1, 1957

We hereby certify, that the annexed

Trustee's Sale
Eq. 11, 634

Minnie Moore

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 3

successive weeks before the 31st

day of May, 1957. The first

insertion being made the 9th day of

May, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M. G. 1957 JUN -3 PM 2:38

MARVIN I. ANDERSON

MALCOLM B. SMITH

Solicitors

TRUSTEES' SALE OF VALUABLE FEE SIMPLE PROPERTY

located in the Third Election District of Anne Arundel County

By virtue of a Decree of the Circuit Court for Anne Arundel County, No. 11,634 Equity, the undersigned Trustees, will sell at public auction, at the Court House door in Annapolis, on

FRIDAY, MAY 31, 1957 AT

11:00 o'clock A.M.

All those lots of ground lying in the Third Election District of Anne Arundel County, Maryland; and described as Lots 6 and 7 in Block 7 as shown on a plat of Pasadena, recorded among the Plat Records of Anne Arundel County; it being the same property which was conveyed to Clarence J. Moore and Minnie Moore, his wife, by deed from William Smith and Ann Smith, his wife, dated July 16, 1936, and recorded among the said Land Records in Liber F.A.M. 154, folio 100.

Terms of sale: A deposit of \$500.00 in cash or certified check, the balance to be paid on final ratification of the sale by the Court, or all cash at the option of the purchaser, any deferred payments to bear interest from day of sale; taxes and other public charges to be adjusted to the date of sale.

MARVIN I. ANDERSON

MALCOLM B. SMITH

Trustees

GEORGE SCIBLE, Auctioneer

FILED

1957 JUN -3 PM 2:38

We

we

I hereby certify that I have this day purchased at public auction from Marvin I. Anderson and Malcolm B. Smith, Trustees the property herein described at and for the sum of *Five Hundred (\$500⁰⁰)* dollars and I agree to comply with the terms of sale.

our Witness my hands and seals this 31st day of May in the year 1957.

Witness:

M. Garbano Siegert

Rogers E. Siegert (SEAL)

_____ (SEAL)

I hereby certify that I have this day sold at public auction for Marvin I. Anderson and Malcolm B. Smith, Trustees, the property herein described to *Rogers E. Siegert* at and for the sum of *Five Hundred (\$500⁰⁰)* Dollars he being at that price the highest bidder therefor. they

Witness my hand and seal this 31st day of May, 1957.

Witness:

Malcolm B. Smith

Y. W. Lind (SEAL)
Auctioneer

FILED

1957 JUN -3 PM 2:38

Exhibit No. 1 with Report of Sale

ANNE ARUNDEL COUNTY WELFARE BOARD: NO. 11,634 EQUITY

Petitioner : IN THE

vs. : CIRCUIT COURT

LAURA MOORE SAUNDERS and JAMES : FOR

SAUNDERS, her husband : ANNE ARUNDEL COUNTY
HEIR AT LAW OF MINNIE MOORE, :
DECEASED :

Defendants :

: : : : : :

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

The Report of Marvin I. Anderson and Malcolm B. Smith, Trustees, appointed by the decree in this cause, to make sale of the estate therein mentioned, respectfully shows: that after giving bond with security for the faithful discharge of his trust, as required by said decree, and giving notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, said advertisement being for more than three successive weeks before the day of sale, they did pursuant to said notice attend at the Court House Door in the City of Annapolis, Maryland, on Friday, the thirty-first day of May, 1957, at 11:00 a.m., the time and place mentioned in said advertisement, and then and there offered the following property mentioned in these proceedings at public sale, that is to say: All those lots of ground lying in the Third Election District of Anne Arundel County, Maryland, and designated as Lots No. Six (6) and Seven (7) as shown on a plat of Pasadena, recorded among the Plat Records of Anne Arundel County. Being the same property which was by William Smith and Anne Smith, his wife, to Clarence J. Moore and Minnie Moore, his wife, by deed dated July 16, 1936, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No.

FILED

1957 JUN -3 PM 2:37

16

154, folio 100, and sold the same to Rogers E. Siegert at and for the sum of Five hundred dollars (\$500.00), he being at that price the highest bidder therefor.

That the said purchaser agrees to comply with the terms of sale, agreement of purchaser and certificate of auctioneer marked Exhibit No. 1 with Report of Sale is filed herewith.

All of which is respectfully submitted,

Marvin I. Anderson
Marvin I. Anderson

Malcolm B. Smith
Malcolm B. Smith
Trustees

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that, on this 3 day of June, in the year Nineteen hundred and fifty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Marvin I. Anderson and Malcolm B. Smith, Trustee, and made oath in due form of law that the matters and facts set forth in the aforesaid Report of Sale are true as therein set forth, and that said sale was fairly made.

Witness my hand and seal Notarial.

Myrtle Sturn
Myrtle Sturn Notary Public



ORDER NISI

LIBER 106 PAGE 134

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,634

Equity

ANNE ARUNDEL COUNTY WELFARE BOARD

versus

LAURA MOORE SAUNDERS and JAMES

SAUNDERS, her husband

HEIR AT LAW OF MINNIE MOORE,
DECEASED.

Ordered, this 4th day of June, 19 57, That the sale of the property in these proceedings mentioned made and reported by MARVIN I. ANDERSON and MALCOLM B. SMITH Trustees

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th 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 8th day of July next.

was

The report states that the amount of sales was \$ 500.00

George T. Cromwell

Clerk.

True Copy.

TEST: Clerk.

(Final Order)

ANNE ARUNDEL COUNTY WELFARE BOARD

versus

LAURA MOORE SAUNDERS and JAMES

SAUNDERS, her husband

HEIR AT LAW OF MINNIE MOORE,
DECEASED.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 15th day of July, 19 57, that the sale made and reported by the Trustees aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as they shall produce vouchers for the Auditor.

Benjamin Melchiorro
Judge

FILED

1957 JUL 16 PM 2:20

15

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

MARVIN I. ANDERSON
MALCOLM B. SMITH
Solicitors

Notice To Creditors

ANNE ARUNDEL COUNTY WELFARE BOARD

vs.

LAURA MOORE SAUNDERS, et al, heirs
at law of MINNIE MOORE, deceased,
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY

NO. 11,634 EQUITY

The undersigned, Trustees in the above named case, pursuant to an Order of the Circuit Court for Anne Arundel County passed on the 10th day of March, 1957, hereby give notice to all persons having claims against the Estate of Minnie Moore, deceased, to file their duly authenticated claims with the Clerk of the Circuit Court for Anne Arundel County on or before the 17th day of August, 1957.

MARVIN I. ANDERSON
MALCOLM B. SMITH

Trustees.
M-23

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 7, 1957

We hereby certify, that the annexed

Notice to Creditors
Eq. 11,634.

Minnie Moore

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 3

successive weeks before the 17th

day of August, 1957. The first

insertion being made the 9th day of

May, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel P. Kilgman

FILED

No. M. C. 11,634
1957 JUN 11 AM 9:45

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. 11,634 Equity
ANNE ARUNDEL COUNTY WEL-
FARE BOARD

vs.

LAURA MOORE SAUNDERS and
JAMES SAUNDERS, her husband
HEIR AT LAW OF MINNIE
MOORE, DECEASED.

Ordered, this 4th day of June, 1957,
That the sale of the property in these
proceedings mentioned made and re-
ported by MARVIN J. ANDERSON and
MALCOLM B. SMITH Trustees, BE
RATIFIED AND CONFIRMED, unless
cause to the contrary thereof be shown
on or before the 8th day of July next;
Provided, a copy of this Order be in-
serted in some newspaper published in
Anne Arundel County, once in each of
three successive weeks before the 8th
day of July next.

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

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

JU-27

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 12, 1957

We hereby certify, that the annexed

Order Nisi Sale.

Eq. 11,634.

Laura Moore Saunders

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 8th

day of July, 1957. The first

insertion being made the 6th day of

June, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1957 JUL 15 AM 11:38

No. M. G. 11,908

Tilghman

In the Case of

In the

Circuit Court

For

Anne Arundel County

No. 11,634

Equity

Anne Arundel County
Welfare Board
VS.
Laura Moore Saunders,
Heir at Law of
Minnie Moore, deceased

To the Honorable, the Judges of said Court:

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

[Large section of horizontal dotted lines for text entry]

August 7, 1957

All of which is respectfully submitted.

Laura R. Fickling
Auditor

FILED
1957 AUG 13 AM 11:05

Dr.

Anne Arundel County Welfare Board vs. Laura Moore Saunders,
 Heir at Law of Minnie Moore, deceased

in ac.

To Trustees for Commissions, viz:	33 00	33 00
To Trustees for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10 00	
Defendant's Solicitor's appearance fee	10 00	
Clerk of Court - Court costs	46 25	
Jos. W. Alton, Jr. - Sheriff's costs	1 45	
Auditor - stating this account	13 50	81 20
To Trustees for Expenses, viz:		
Capital-Gazette Press - advertising sale	22 50	
Capital-Gazette Press - notice to creditors	8 00	
Capital-Gazette Press - order nisi (sale)	8 00	
Capital-Gazette Press - order nisi (acct)	6 00	
Barrett Printing Co. - handbills	12 75	
National Surety Corp. - bond premium	10 00	
George W. Scible - auctioneer's fee	15 00	
One-half Federal and State documentary stamps	55	
Myrtle Sturm - notary fee	50	83 30
To Trustees for Taxes, viz:		
1955 State and County taxes	26 26	
1956 State and County taxes	25 05	
1957 State and County taxes (\$25.93)- adjusted to 5/31/57	10 80	62 11
To Anne Arundel County Welfare Board - this balance on account claim filed	240 39	240 39
		500 00
Amount of Claim filed	4,687 41	
Cr. Amount allowed above	240 39	
Balance due	4,447 02	

with

Marvin I. Anderson and Malcolm B. Smith, Trustees

Cr.

1957

May

31

Proceeds of Sale

500 00

500 00

500 00

2.3

ORDER NISI

Anne Arundel County
Welfare Board
VERSUS
Laura Moore Saunders,
Heir at Law of
Minnie Moore, deceased

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 11,634 Equity.

ORDERED, This 13 day of August, 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 16 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 16 day of September next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 17th day of September, 1957, that the aforgoing 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*

24

FILED

1957 SEP 17 PM 12:41

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 5, 1957

We hereby certify, that the annexed

Order nisi, No. 11,634
Auditor account
Minnie Moore
Laura Moore Saunders

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 3

successive weeks before the 16th

day of September, 1957. The first

insertion being made the 15th day of

August, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1957 SEP -6 PM 12:40

[Signature]

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,634, Equity
Anne Arundel County Welfare Board
Versus

Laura Moore Saunders, Heir at Law
of Minnie Moore, deceased
Ordered, this 13th day of August,
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 con-
trary be shown on or before the 16th
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 succes-
sive weeks before the 16th day of Sep-
tember next.

GEORGE T. CROMWELL, Clerk
True Copy: TEST:
GEORGE T. CROMWELL, Clerk
A-20

925

No. M. G. 13046

HAZEL G. BIRNIE,
Administratrix of the Estate of
Gertrude Smelser, deceased

*

IN THE

*

VS.

CIRCUIT COURT

TRUMAN M. SMELSER
GERALDINE SMELSER (his wife)
5132 Alberta Avenue
Baltimore 14, Maryland

*

*

FOR

MARIAN I. GOODRICH
LEWIS T. GOODRICH (her husband)
6 Linden Terrace
Pikesville 8, Maryland

*

*

ANNE ARUNDEL COUNTY

HAZEL G. BIRNIE
CHARLES H. BIRNIE (her husband)
25 Gwynn Lake Drive
Baltimore 7, Maryland

*

EQUITY NO. 12,048

DAVID B. SMELSER (Infant and unmarried) *
804th Transportation Squadron *
Hunter Air Force Base, Georgia *

*

BILL OF COMPLAINT TO SELL REAL ESTATE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Hazel G. Birnie, Administratrix of the Estate of
Gertrude Smelser, deceased, respectfully shows to this
Honorable Court:-

1. That Gertrude Smelser, late of Anne Arundel
County, deceased, departed this life, a widow, intestate,
on November 2, 1956, seised and possessed an improved fee
simple parcel of land in Anne Arundel County known and
designated as Lot No. 10 as shown on Plat A of North Shore,
which plat is recorded among the Land Records of Anne
Arundel County in Plat Book No. 9, Folio 28.

2. That Gertrude Smelser, deceased, left surviving

FILED

1957 MAR -5 AM 9:34

her as her next of kin and only heirs at law her children, the said Truman M. Smelser, Marian I. Goodrich, Hazel G. Birnie, who are of full legal age, and David B. Smelser who is a minor and all of whom are residents of the State of Maryland, although David B. Smelser is presently out of the State serving in the Armed Forces of the United States.

3. That on January 2, 1957, the Orphans' Court of Anne Arundel County granted Letters of Administration upon the estate of Gertrude Smelser, deceased, unto Hazel G. Birnie, who has duly qualified as such administratrix; that notice to creditors has been published in the Maryland Gazette for four (4) successive weeks beginning January 10, 1957. A certified copy of said Letters of Administration and a certificate of publication for said notices to creditors are hereunto attached as Complainant's Exhibits No. 1 and No. 2, and are prayed to be taken as a part hereof.

4. That said Administratrix has filed in the estate of Gertrude Smelser, deceased, an inventory of real estate wherein the above described property was appraised at \$4,000.00.

5. That the estate of Gertrude Smelser, deceased, is indebted to the following claimants in the amount listed:

a)	Catonsville Nursing Home Nursing Care	\$399.51
b)	Hospital for the Women of Maryland -- last illness	990.46
c)	William J. Tickner Funeral Expenses	462.26

6. That said Gertrude Smelser, deceased, left no

personal estate out of which to pay the above listed claims and the cost of administration of her estate and therefore, the above described real estate must be sold and the proceeds used to pay said claims and the cost of administration.

7. That Hazel G. Birnie, with the consent and the approval of all the other heirs of law of Gertrude Smelser, deceased, did on December 20, 1956, enter into a contract for the sale of the hereinbefore described parcel of fee simple property known as Lot No. 10, Plat A, on North Shore to Edward LeRoy Rebstock and Mildred E. Rebstock, his wife, at and for the price of \$5,500.00 as will more fully appear from a copy of said contract attached hereunto and marked Complainant's Exhibit No. 3, and prayed to be taken as a part hereof; that the sale price is in excess of the appraised value and it is to the best interest and advantage of the estate and all parties interested therein that said contract of sale be ratified and confirmed by this Honorable Court.

TO THE END, THEREFORE, THAT THIS HONORABLE COURT MAY BY ITS ORDER:

- a) That the herein described fee simple property known as Lot No. 10, Plat A, of North Shore be sold.
- b) That the contract entered into between Hazel G. Birnie and Edward LeRoy Rebstock and Mildred E. Rebstock (his wife) for the sale of said property be ratified and confirmed.
- c) That a Trustee be appointed to execute a proper deed to the purchasers upon the payment of the balance of the purchase price.

d) That this Honorable Court assume jurisdiction over the further administration of the estate of Gertrude Smelser, deceased.

e) That a Guardian ad Litem be appointed to appear and answer this Bill of Complaint on behalf of David B. Smelser, infant respondent.

f) For such other and further relief as her case may require.

AND as in duty bound, etc.

Hazel G. Birnie
Hazel G. Birnie, Administratrix
Estate of Gertrude Smelser

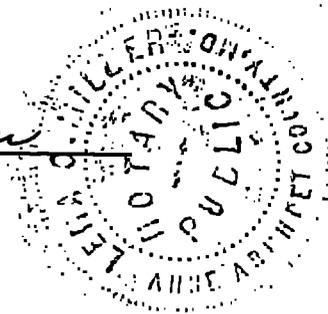
Arthur A. Anderson, Jr.
Arthur A. Anderson, Jr.
Solicitor for Complainant
Maryland Inn Building
Annapolis, Maryland
Colonial 8-1729

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 1st day of March, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Hazel G. Birnie, Administratrix, the Complainant herein and she made oath in due form of law that the matters and facts within stated are true to the best of her knowledge and belief.

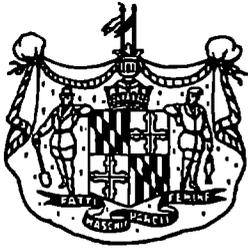
AS WITNESS my hand and Notarial Seal.

Lena C. Miller
Notary Public



No. 12,048 Equity

LIBER 106 PAGE 146



The State of Maryland

Anne Arundel County, Sc:

THE SUBSCRIBER, Register of Wills for Anne Arundel County, doth hereby certify that it appears by the Records in his office, that *Letters of Administration* of all the goods, chattels, credits and personal Estate of Gertrude Smelser

deceased, was on the 3rd day of January in the year of our Lord one thousand nine hundred and fifty-seven, granted and committed unto

Hazel G. Birnie

who was then and there appointed Administratrix of the said deceased, and that the above letters are now in full force and effect.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of my office, this 25 day of February in the year of our Lord nineteen hundred and fifty -seven.

TEST:



H. Stanley Clark
Register of Wills for Anne Arundel County.

Examiner's Exhibit No 1
Birnie v. Smelser, et al Equity No 12048
John S. Rowe Jr. Examiner

Re filed
1957 June 24

Complainant's ~~FILED~~

1957 MAR -5 AM 9:34

OFFICE OF 7, 12, 048 *gtd.*

Maryland Gazette

LIBER 106 PAGE 147

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

ARTHUR A. ANDERSON, Atty.
Maryland Building,
Annapolis, Maryland

Notice To Creditors

Notice is hereby given that the Subscriber, of Anne Arundel County, has obtained from the Orphan's Court of Anne Arundel County, in Maryland, Letters on the estate of

GERTRUDE SMELSER

late of Anne Arundel County, deceased. All persons having claims against the deceased, are hereby warned to exhibit the same, with the vouchers thereof, to the subscriber, on or before the

12TH DAY OF JULY, 1957.

They may otherwise, by law, be excluded from all benefit of said estate. All persons indebted to said estate are requested to make immediate payment.

Given under my hand this 2nd day of January, 1957.

HAZEL G. BIRNIE,
Administratrix.

F-14

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 15, 1957

We hereby certify, that the annexed

Notice to Creditors

Gertrude Smelser

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 6

successive weeks before the 12th

day of July, 1957. The first

insertion being made the 10th day of

January, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

MAR -5 AM 9:34

By Hazel Tilghman

COMPLAINANT'S EXHIBIT #2

Ref. filed June 24 1957

Examiner's Exhibit No 2

Birnie v. Smelser, et al.

Equity No 12,048

John S. Rowe Jr Exam

No. M.G. 9847

Copy



No. 12,048 Equity

LIBER 106 PAGE 148
6900 Harford Rd.

★ CLifton 4-7800 ★
Approved by Real Estate Board of Baltimore

Baltimore 14, Md.

This Agreement of Sale, made this 20th day of December
nineteen hundred and fifty-six, between Hazel G. Barnie, Trustee
----- Seller, and
Edward LeRoy & Mildred E. Rebstock----- Buyer

Witness that the said Seller does hereby bargain and sell unto the said Buyer, and the latter
does hereby purchase from the former the following described property, situate and lying in Anne Arundel Co.
Known as Lot #10 Edgewater Rd., North Shore, Pasadena, Md. Lot being 106x286x43.8 more
or less, with all improvements thereon. SOLD IN FEE SIMPLE.
SETTLEMENT AND OCCUPANCY to occur on or before 90 days from the date hereon.
TITLE REFERENCE: Lib. JEM # 210 Folio #39.

at and for the price of -----
FIFTY-FIVE HUNDRED----- Dollars (\$ 5500.00)
of which TWO HUNDRED AND FIFTY----- Dollars (\$ 250.00)
have been paid prior to the signing hereof, and the balance to be paid as follows: Cash on day of
settlement.

*Examiner's Exhibit No 4
Barnie v. Smelser, et al, Equity No 12048
John S. Power Jr. Examiner*

*Re-filled
1957 June 24*

AND upon payment as above provided of the unpaid purchase money, a deed for the property containing covenants
of special warranty and further assurance shall be executed at the Buyer's expense by the Seller, which shall convey the
property to the Buyer. Title to be good and merchantable, free of liens and encumbrances except as specified herein
and except: Use and occupancy restrictions of public record which are generally applicable to properties in the imme-
diate neighborhood or the sub-division in which the property is located, and publicly recorded easements for public
utilities and any other easements which may be observed by an inspection of the property. The herein described property
is to be held at the risk of the Seller until legal title has passed or possession given.

Ground rent, rent, water rent, taxes, (including Metropolitan District charges for sewer and water, if any) and all
other public charges, on an annual basis, against the premises shall be apportioned as of date of settlement, at which time
possession shall be given; and the said parties hereto hereby bind themselves, their heirs, executors and administrators
and assigns, for the faithful performance of this agreement.

It is also understood and agreed that the Seller shall immediately have all of the insurance policies on the property
so endorsed as to protect all parties hereto, as their interests may appear, and continue said insurance in force during
the life 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 not herein written; time being of the essence of this Agree-
ment. Cost of all documentary stamps required by law shall be divided equally between the parties hereto.

Seller hereby agrees to pay commission on this sale, in accordance with the Standard Schedule of Commissions of
the Real Estate Board of Baltimore, to
J. THOS. YOUNGER, REALTOR & ASSOC'S.

Witness in triplicate the hands and seals of the parties hereto the day and year first above written.

M. L. Aaron

WITNESS-AS TO SELLER'S SIGNATURE

Hazel G. Barnie, Trustee (SEAL)

SELLER'S SIGNATURE

WITNESS-AS TO SELLER'S SIGNATURE

----- (SEAL)
SELLER'S SIGNATURE

John A. Ferguson

WITNESS-AS TO BUYER'S SIGNATURE

Edward LeRoy & Mildred E. Rebstock (SEAL)

BUYER'S SIGNATURE

John A. Ferguson

WITNESS-AS TO BUYER'S SIGNATURE

Mildred E. Rebstock (SEAL)

BUYER'S SIGNATURE
1957

HAZEL G. BIRNIE,
Administratrix of the Estate of
Gertrude Smelser, deceased

VS

TRUMAN M. SMELSER
GERALDINE SMELSER (his wife)
5132 Alberta Avenue
Baltimore 14, Maryland

MARIAN I. GOODRICH
LEWIS T. GOODRICH (her husband)
6 Linden Terrace
Pikesville 8, Maryland

HAZEL G. BIRNIE
CHARLES H. BIRNIE (her husband)
25 Gwynn Lake Drive
Baltimore 7, Maryland

DAVID B. SMELSER (Infant and unmarried)
804th Transportation Squadron
Hunter Air Force Base, Georgia

*
*
*
*
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*
*
*
*
*

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

EQUITY NO. 12,048

ORDER OF PUBLICATION

The object of this proceeding is to effect a sale of the fee simple parcel of ground and premises in Anne Arundel County known and designated as Lot No. 10 as shown on Plat A of North Shore.

The bill of complaint recites that Gertrude Smelser departed this life a widow, intestate, on November 2, 1956, seised and possessed of the improved fee simple parcel of land in Anne Arundel County known and designated as Lot NO. 10 as shown on Plat A of North Shore and leaving surviving her as her next of kin and only heirs of law her children, Truman M. Smelser, Marian I. Goodrich, Hazel G. Birnie, all of whom are of full legal age, and David B. Smelser who is a minor and all of whom are residents of the State of Maryland. Although David B. Smelser is presently out of the State serving in the Armed Forces of the United States;

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that Letters of Administration upon the estate of Gertrude Smelser have been granted unto Hazel G. Birnie, administratrix, and that notice to creditors has been published; that said administratrix has filed in the Orphans' Court of Anne Arundel County an inventory within the above described property was appraised at \$4,000.00; that Gertrude Smelser left no personal estate out of which to pay the claims filed against her estate and the cost of administration of her estate and that, therefore, the above described real estate must be sold and the proceeds used to pay said claims and cost of administration; said administratrix has entered a contract for the sale of said fee simple parcel of land to Edward LeRoy Rebstock and wife, for the sum of \$5,500.00; that the sale price is in excess of the appraised value and that it is of the best interest and advantage of the estate and all parties interested therein that said contract of sale be ratified and confirmed by this Honorable Court.

The bill prays a decree for the sale of fee simple property known as Lot No. 10, Flat A of North Shore; That the contract hereinbefore described be ratified and confirmed; that a trustee be appointed to execute a deed to the purchasers upon the payment of the balance of the purchase price; that the court assume jurisdiction over the further administration of the estate of Gertrude Smelser and that a Guardian ad Litem be appointed on behalf of David B. Smelser, Infant Respondent.

It is, thereupon, on this 18 day of March, 1957, by the Circuit Court for Anne Arundel County, ordered, pursuant to section 160 of article 16 of the Annotated Code of Maryland, that the Complainant cause a copy of this order to be served on the Infant Respondent, giving him notice of the object and substance of this bill and warning him to be and appear in this Honorable Court, either in person or by solicitor, within 30 days after the service of a copy of this, Order Of Publication, upon him and to show cause, if any, he may have, why a decree should not be passed as prayed herein.

George T. Cromwell, Clerk.
Judge

HAZEL G. BIRNIE,
Administratrix of the Estate of
Gertrude Smelser, deceased

VS.

TRUMAN M. SMELSER, et al

*
*
*
*
*

IN THE
CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

EQUITY NO. 12048

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

Now comes Hazel G. Birnie and Charles H. Birnie,
her husband, Truman M. Smelser and Geraldine Smelser, his
wife, and Marian L. Goodrich and Lewis T. Goodrich, her
husband, Respondents in the above entitled cause by John E.
Starr, their solicitor, and for answer say:

1. That they admit the allegations contained in
the Bill of Complaint heretofore filed against them and they
consent to the passage of such decree as this Honorable
Court may deem proper in the premises.

Hazel G. Birnie
Hazel G. Birnie

Charles H. Birnie
Charles H. Birnie

Truman M. Smelser
Truman M. Smelser

Geraldine Smelser
Geraldine Smelser

Marian L. Goodrich
Marian L. Goodrich

Lewis T. Goodrich
Lewis T. Goodrich

John E. Starr
John E. Starr
Solicitor for Respondents

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HAZEL G. BIRNIE,
Administratrix of the Estate of
Gertrude Smelser, deceased

IN THE CIRCUIT COURT FOR

VS.

ANNE ARUNDEL COUNTY

DAVID B. SMELSER (Infant)
804th Transportation Squadron
Hunter Air Force Base, Georgia,

ET AL

EQUITY NO. 12048

.....

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM AND COUNSEL

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Hazel G. Birnie, Administratrix of the Estate of Gertrude Smelser, deceased, by Arthur A. Anderson, Jr., her Solicitor, respectfully shows unto this Honorable Court:

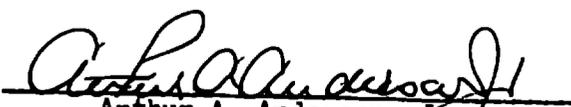
1. That David Benton Smelser, one of the respondents in the above captioned cause, is an infant.

2. That copies of said Bill of Complaint have been served upon said infant, and upon Hazel G. Birnie, his sister, with whom said infant resides, and who has the care and custody of said infant, and copies of said Bill of Complaint have been left with said infant and with his said custodian.

3. That said infant respondent has no legal guardian.

WHEREFORE YOUR PETITIONER PRAYS THIS HONORABLE COURT to appoint a guardian ad litem to appear and answer said Bill of Complaint on behalf of the infant respondent.

AND AS IN DUTY BOUND, etc.


Arthur A. Anderson, Jr.
Solicitor for Complainant

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1957 APR -8 AM 10:30

70. 12,048 Equity

ORDER

Upon the foregoing Petition, it is this 8th day of April, 1957, ORDERED by the Circuit Court for Anne Arundel County that George J. Crowley be, and he is hereby appointed Guardian ad litem for David Benton Smelser, the infant respondent named in the foregoing Petition, and he is hereby directed to appear and file his answer on behalf of said infant respondent. And it is further ORDERED that Wm. G. Gatt, Jr. be, and he is hereby appointed counsel for said Guardian ad litem.

Benjamin Nicholas
Judge

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HAZEL G. BIRNIE, Administratrix of the Estate of Gertrude Smelser, deceased	:	IN THE CIRCUIT COURT FOR
	:	
VS.	:	
	:	ANNE ARUNDEL COUNTY
DAVID B. SMELSER (infant) 804th Transportation Squadron Hunter Air Force Base, Georgia	:	
	:	
ET AL	:	EQUITY NO. 12048

.....

ANSWER OF GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Answer of David B. Smelser, infant respondent named in the Bill of Complaint filed against him in this Court, by Winson G. Gott, Jr., Solicitor for George J. Crowley, the duly appointed Guardian ad litem for said infant, respectfully represents unto your Honor:

That this respondent, being an infant under the age of twenty-one (21) years, can neither admit nor deny the allegations set forth in said Bill of Complaint, and, therefore, he submits his rights to the protection of this Honorable Court.

AND AS IN DUTY BOUND, etc.

George J. Crowley
George J. Crowley,
Guardian ad litem

Winson G. Gott, Jr.
Winson G. Gott, Jr.,
Lee Building, Annapolis, Maryland,
Solicitor for Guardian ad litem

I hereby certify that on this 18th day of April, 1957, I mailed a copy of the foregoing Answer to Arthur A. Anderson, Jr., Solicitor for Complainant, Maryland Inn Building, Annapolis, Maryland.

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Winson G. Gott, Jr.

HAZEL G. BIRNIE,	:	IN
	:	
PLAINTIFF	:	THE CIRCUIT COURT
	:	
VS.	:	FOR
	:	
DAVID B. SMELSER (infant)	:	ANNE ARUNDEL COUNTY
ET AL	:	
DEFENDANTS	:	NO.12,048 EQUITY

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

TESTIMONY ON BEHALF OF THE PLAINTIFF

May 16, 1957

Present:

- Mr. Arthur A. Anderson, Jr., Solicitor for Plaintiff
- Mr. Winson G. Gott, Jr., Solicitor for Guardian ad litem
- Mr. John G. Rouse, Jr., Court Examiner
- Mrs. Irene Hazel, Court Stenographer

Witnesses:

- Hazel G. Birnie, pages 2 - 5.
- Marian I. Goodrich, pages 6 - 7.
- Charles H. Sandrock, pages 8 - 9.
- Henry M. Bachman, pages 10 - 12.

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Hazel G. Birnie, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Anderson)

1. . . Give your full name and address.
 - A. Hazel G. Birnie, 25 Gwynn Lake Drive, Baltimore 7, Maryland.
2. What is your relationship to Gertrude Smelser?
 - A. I was her daughter.
3. Is Gertrude Smelser alive or dead?
 - A. She is dead.
4. When did she die?
 - A. November 2nd, 1956.
5. Have Letters of Administration been taken out on her estate?
 - A. Yes.
6. Who is administratrix?
 - A. I am.
7. (CERTIFIED COPY OF LETTERS OF ADMINISTRATION FILED HEREWITH
MARKED EXAMINER'S EXHIBIT NO.1)
 7. Mrs. Birnie, were Notice to Creditors given in the estate of Mrs. Smelser?
 - A. Yes.
- (CERTIFICATE OF PUBLICATION OF NOTICE TO CREDITORS FILED
HEREWITH MARKED EXAMINER'S EXHIBIT NO.2)
8. Who did Mrs. Smelser leave surviving her?
 - A. Truman M. Smelser, a son; David B. Smelser, a son; Marian I. Goodrich, a daughter; and myself.
9. Are all those persons of full legal age?
 - A. No, not David.
10. The others are?
 - A. Yes.

11. How old is David?
- A. 20 now, he'll be 21 in August. ~~20~~
12. Are all those persons residents of the State of Maryland?
- A. Yes.
13. Where is David at this time?
- A. In Georgia, in the service, the Air Force.
14. Did Gertrude Smelser leave any personal estate, by that, cash, stocks or bonds?
- A. No, all she had was her property.
15. Did she leave any real estate?
- A. Yes.
16. Tell us what it was.
- A. Shore property, down at North Shore, Lot 10 on Plat A of North Shore.
- (ORIGINAL DEED DATED APRIL 15, 1939, RECORDED IN LIBER J.H.H. 210, FOLIO 391, FROM NORTH SHORE LAND COMPANY TO GERTRUDE SMELSER, FILED HEREWITH MARKED EXAMINER'S EX.3)
17. Did Gertrude Smelser leave any debts at the time of her death?
- A. Yes, she did.
18. Name them.
- A. Catonsville Nursing Home, \$399.51; Hospital for Women of Maryland, \$990.46; William J. Tickner, \$462.26.
19. I believe you testified she left no personal estate with which to pay those debts?
- A. No, she didn't.
20. It is my understanding, with the consent of all the other heirs of Gertrude Smelser, you as agent entered into a contract of sale with Edward LeRoy Rebstock and wife to sell the property known as Lot 10, Plat A of North Shore

for Fifty Five Hundred Dollars (\$5500.00)?

A. Yes.

21. (RE-FILED CONTRACT OF SALE MARKED EXAMINER'S EXHIBIT NO.4)

21. Was there filed in the estate of Gertrude Smelser an inventory of this real estate?

A. Yes.

22. Do you know what figure the property was appraised?

A. Yes, Four Thousand Dollars (\$4000.00).

23. Is it your opinion then that it is to the best interest and advantage of the estate and all parties interested that this sale be ratified and confirmed by the Court?

A. Yes.

24. Either before or since the death of Gertrude Smelser did the property produce any income?

A. No, it never did.

Cross Examination Waived

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... *Hazel D. Burnie*

Marian I. Goodrich, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Anderson)

- 1. Give your name and address.
- A. Marian I. Goodrich, 6 Linden Terrace, Pikesville, 8, Md.
- 2. You have heard the testimony given by your sister in regard to the particulars of your mother's estate and property in question, is there anything you wish to add or contradict?
- A. No.
- 3. Are you satisfied to adopt your sister's testimony as your's?
- A. Yes.

Cross Examination Waived

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... *Marian I. Goodrich*

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

(Mr. Anderson)

1. What is your name?

A. Charles H. Sandrock.

2. And your address?

A. St. Margarets, Maryland.

3. Your profession, Mr. Sandrock?

A. Real estate business.

4. How long have you been in the real estate business in Anne Arundel County?

A. Twelve years.

5. Are you familiar with the property and value of the property known as Lot 10, Plat A of North Shore?

A. Yes sir.

6. Have you inspected the property?

A. Yes.

7. Give us the results of your inspection and appraisal of the property?

A. The improvements consisted of two frame buildings, one about 20 x 24/with remains of a 6 foot porch; the other is 13 x 22 feet; both are in poor condition, there is some evidence of dry rot and termite infection. In my opinion, the improvements should be valued at Nine Hundred Dollars (\$900.00) and the land at Thirty Five Hundred Dollars (\$3500.00) giving a total of Forty Four Hundred Dollars (\$4400.00) in fee. The lot is 110 feet on waterfront by 225 feet, that is on Gray's Creek.

8. Is this property income producing property, would you say?

A. No sir.

9. The improvements aren't habitable in the present condition?

A. No sir, not in my opinion.

Cross Examination Waived

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 H. Sandrock*

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

(Mr. Anderson)

1. Give your name and address.

A. Henry M. Bachman, Severna Park, Maryland.

2. And your business?

A. Real estate business.

3. How long have you been in the real estate business in Anne Arundel County?

A. Twelve years.

4. Are you familiar with the property and values of property in the area around the premises known as Lot 10, Plat A of North Shore?

A. I am.

5. Have you inspected this particular piece of property?

A. I have been there twice.

6. Give us your results of your inspection and your appraisal of the property?

A. I found the lot to be waterfront on Gray's Creek, and it is my opinion the lot is worth Thirty Five Hundred Dollars (\$3500.00). The improvements are an old dwelling that is built on piers and in very poor condition, no conveniences, and a small garage that is in very poor condition; I don't think it could be occupied for living at the present time, and I place a value of Seven Hundred Dollars (\$700.00) on the improvements due to the condition of them.

7. Of what type construction are they?

A. Frame.

8. When you say no conveniences, do you mean no central heat and no plumbing?

A. Yes.

9. Give us the lot size.

A. I have it 110 feet by something around 225 feet, 110 feet on the water. The lot is a little bit below 1 foot below the county road, the level is not at road grade.

10. Is the property income producing or incapable of being income producing property?

A. In it's present condition, no.

11. Is Fifty Five Hundred Dollars (\$5500.00) a fair and adequate price for the property?

A. I think it is very, very fair.

12. And do you think it would be to the best advantage and interest to the parties involved in these proceedings that the property be sold under the contract of sale?

A. I think it's to their advantage to sell it.

Cross Examination Waived

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... *Henry M. Bachman*

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

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 24th day of June, 1957.

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

J.R. \$10.00

I.H. \$9.00

R.H.

THIS DEED, Made this 15TH day of April, in the year one thousand, nine hundred and thirty-nine, by and between, THE NORTH SHORE LAND COMPANY, a body corporate, duly incorporated under the laws of the State of Maryland, party of the first part, and Gertrude Smelser, Widow, of the City of Baltimore, in the aforesaid State, party of the second part.

WITNESSETH, that in consideration of the sum of Five Dollars and other good and valuable considerations, receipt of which is hereby acknowledged, the party of the first part does hereby grant and convey unto the party of the second part, her heirs and assigns, in fee simple, subject, however, to the covenants, agreements, easements, restrictions, and charges set forth in a Deed from Bona R. Lockwood to the party of the first part hereto, recorded Among the Land Records of Anne Arundel County, in Liber F. S. R. No. 117, folio 208, etc., all that lot of ground and premises lying, and being and situate in North Shore Anne Arundel County, in the State of Maryland, being known as Lot Numbered (10) Ten, on Plat A of North Shore, which said plat is recorded among the Land Records of Anne Arundel County aforesaid, in Plat Book F. S. R. No. 3, folio 85, etc., on November 20, 1933.

BEING, a part of the property described in the aforesaid Deed from Bona R. Lockwood to the North Shore Land Company, recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 117, folio 208.

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

TO HAVE AND TO HOLD, the above granted property unto the said Gertrude Smelser, her heirs and assigns, in fee simple, forever; subject, however, to the covenants, agreements, easements, restrictions, conditions and charges aforesaid.

A N D, the said Grantor covenants that it will warrant specially the property hereby granted and conveyed, excepting however, the above referred to covenants, agreements, easements,



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restrictions, conditions, and charges, and that it will execute such further assurances of said land as may be requisite.

IN WITNESS WHEREOF, the said THE NORTH SHORE LAND COMPANY has caused these presents to be signed in its corporate name by Charles Koch, its President, and ^{its} corporate seal to be affixed hereto, attested by H. S. Wehr, its Treasurer, on the day and year first above written.

ATTEST:

THE NORTH SHORE LAND COMPANY

by *Charles Koch*

President

Charles Koch



STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

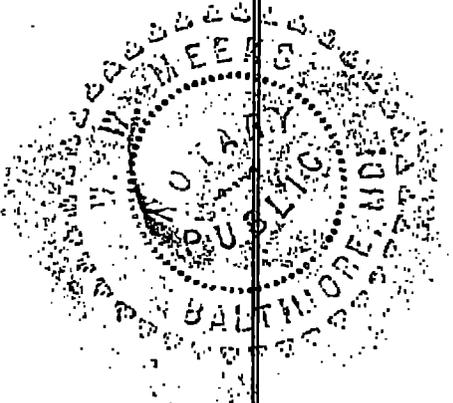
I hereby certify, that on this 15th day of April in the year one thousand, nine hundred and thirty-nine, before me the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Charles Koch, the president of the NORTH SHORE LAND COMPANY, the Grantor herein, and acknowledged the foregoing Deed to be the act of said body corporate.

AS WITNESS, my hand and notarial seal.

William W. Meeks

Notary Public

William W. Meeks



I hereby certify that the property named in this deed has been transferred as provided by act 1920.

R. Harry Arnold, Clerk

Olga Kodyns

EX
DEED

TO:-

GERTUDE SLEISSER

FROM

NORTH SHORE LAND COMPANY

Received for Record 1st day of July 1940, at 9 o'clock AM and the same day recorded in Liber H. H., No. 110, Fol. 391, Land Records of Augusta County. John W. - Notary Public

\$ 7.00

1.10
78
\$ 2.50

FILED

Examined's Exhibit No. 3
Bivine v. Sunkar, et al.
Entry No 12,048
John S. Rouse
Examined

HAZEL G. BIRNIE, Administratrix

VS

TRUMAN M. SMELSER
GERALDINE SMELSER (his wife)

MARIAN I. GOODRICH
LEWIS T. GOODRICH (her husband)

HAZEL G. BIRNIE
CHARLES H. BIRNIE (her husband)

DAVID B. SMELSER (Infant and unmarried)

*
* IN THE
*
* CIRCUIT COURT
*
* FOR
* ANNE ARUNDEL COUNTY
* EQUITY NO. 12048
*

DECREE

The above cause standing ready for hearing and being submitted, the Bill of Complaint, testimony and all the other proceedings were, by the Court, read and considered;

It is, thereupon, this 5th day of July, 1957, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREED, that the contract for the sale of the property known as Lot #10 Plat A of North Shore, entered into by and between Hazel Birnie, Agent, Seller and Edward LeRoy Rebstock and Mildred E. Rebstock, his wife, Purchasers and mentioned in the proceedings be and the same is hereby, ratified and confirmed and it is further,

ORDERED and DECREED, that Arthur A. Anderson, Jr., be and he is, hereby, appointed Trustee to convey said property 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, in the penalty of fifty-five hundred dollars (\$5500) 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; and on payment of the whole purchase money (and not before) the

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said Trustee shall by a good and sufficient deed to be executed, acknowledged and recorded according to law, convey to the purchasers, or their heirs and assigns, the property and estate to them sold, free, clear, and discharged from all claim of the parties hereto both Complainant and Defendants, and those claiming by, from or under them or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court after deducting the costs of this suit and such commissions to the said Trustee as this Court shall think proper in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; and it is further,

ORDERED and DECREED that this Court assume jurisdiction over the further administration of the estate of Gertrude Smelser, late of Anne Arundel County, deceased.



Judge

American Bonding Company

HOME OFFICE

OF BALTIMORE

BALTIMORE, MD.

LIBER 106 PAGE 171

No. 12,048
Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, Arthur A. Anderson, Jr.

and the AMERICAN BONDING COMPANY OF BALTIMORE, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Five Thousand, Five Hundred and no/100 (\$5,500.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Scaled with our seals and dated this 5th day of July in the year of our Lord one thousand nine hundred and fifty-seven.

WHEREAS, the above bounden Arthur A. Anderson, Jr. by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed Trustee to ~~sell~~ convey property as stated in Equity No. 12048

mentioned in the proceedings in the case of Hazel G. Birnie, Administratrix

^{vs.}
Truman M. Smelser & Geraldine Smelser (his wife); Marian I. Goodrich & Lewis T. Goodrich (her husband); Hazel G. Birnie & Charles H. Birnie (her husband) and David B. Smelser (infant and unmarried) now pending in said Court:

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

Signed, scaled and delivered in the presence of:

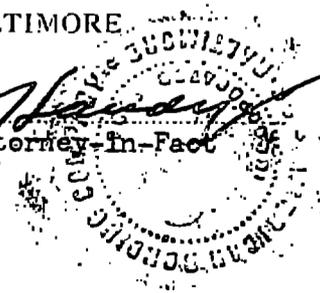
Arthur A. Anderson, Jr. (SEAL)
Arthur A. Anderson, Jr.
..... (SEAL)

ATTEST:

AMERICAN BONDING COMPANY OF BALTIMORE

By Soraby J. Dineen

By D. Claude Handy
D. Claude Handy, Attorney-in-Fact



MD3116-200, 4-42 23860
Trustee's Bond

*Bond approved this
10th day of July 1957
George T. Cromwell, Clerk*

FILED
1957 JUL 10 PM 3:10

Dr. Hazel G. Birnie, Administratrix of the Estate of Gertrude Smelser in ac.
 Vs. Truman M, Smelser, et al

To Trustee for Commissions, viz:	195	00		
To Trustee for Fee (Order 9/17/57), viz:	250	00	445	00
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's Appearance fee	10	00		
Defendants' Solicitors' Appearance fee	10	00		
Clerk of Court - Court costs	62	75		
Jos. W. Alton, Jr. - Sheriff's costs	2	90		
Gilbert S. Miller - Sheriff's costs	12	00		
George J. Crowley - Guardian ad Litem	4	00		
John G. Rouse, Jr. - Examiner's fee	10	00		
Irene Hazel - Stenographer's fee	9	00		
Auditor - stating this Account	36	00	156	65
To Trustee for Expenses, viz:				
Capital-Gazette Press - Order nisi (acct)	6	00		
American Bonding Co. - bond premium	22	00		
Henry M. Bachman - appraisal and testimony	25	00		
H. M. Sandrock - appraisal and testimony	25	00		
J. Thomas Younger - broker's commission	275	00		
One-half Federal documentary stamps	3	03		
One-half State documentary stamps	3	02	359	05
To Trustee for Taxes, viz:				
1956 State and County taxes	56	56		
1957 State and County taxes	58	01	114	57
To Trustee for Expense of Administration (Estate of Gertrude Smelser), viz:				
Capital-Gazette Press - notice to creditors	8	00		
American Bonding Co. - premium on bond of Hazel G. Birnie, Admrs.	10	00		
Register of Wills - Court costs	19	25		
Md. State Dept. of Health - death certificate	1	00	38	25
To Trustees for Claims filed against Estate of Gertrude Smelser, viz:				
Wm. J. Tickner & Sons - funeral expenses	462	26		
Catonsville Nursing Home - board, medicine and nursing care	399	51		
Hospital for Women of Maryland - services in last illness	990	46		
Bonded Loan Co. - amount advanced	5	55		
Windsor Shop - clothing purchased for deceased	11	56		
Hazel G. Birnie - 1955 State and County taxes paid by her 7/30/56	56	19	1,925	53

BALANCE FOR DISTRIBUTION - \$2,501.68

Distributed to the Heirs at Law of
Gertrude Smelser, who died 11/2/56, viz:

(1) To Truman M. Smelser, son -
one-fourth \$625.42

LESS
Direct inheritance tax 6.25

619 17

(2) To Marian I. Goodrich, daughter -
one-fourth \$625.42

LESS
Direct inheritance tax 6.25

619 17

(3) To Hazel G. Birnie, daughter -
one-fourth \$625.42

LESS
Direct inheritance tax 6.25

619 17

(4) To David B. Smelser, son -
one-fourth \$625.42

LESS
Direct inheritance tax 6.25

619 17

To H. Stanley Clark, Register of Wills -

Total direct inheritance tax

25 00

2,501 68

5,540 73

with

Arthur A. Anderson, Jr., Trustee

Cr.

1957				
July	5	Proceeds of Sale (Contract dated 12/20/56)	5,500 00	5,500 00
		Refund 1957 State and County taxes (\$58.01) - adjusted to 4/10/57 - 8 months 20 days	40 73	40 73

5,540 73

ORDER NISI

IMPR 106 PAGE 176

In the

Hazel G. Birnie, Administratrix
of Gertrude Smelser, deceased

CIRCUIT COURT

VERSUS

For

Truman M. Smelser,
et al

ANNE ARUNDEL COUNTY

No. 12,048

Equity.

ORDERED, This 1 day of ~~September~~ October, 1957, That the Report and Account of the Auditor, filed this day in the above entitled cause,

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

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 5th day of November, 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 Medsker
Judge*

FILED

1957 NOV -5 PM 12.22

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. 12,048 Equity
HAZEL G. BIRNIE, Administra-
trix of Gertrude Smelser, de-
ceased

versus

TRUMAN M. SMELSER, et al

Ordered, this 1st day of October,
1957, That the Report and Account
of the Auditor, filed this day in the
above entitled cause BE RATI-
FIED AND CONFIRMED, unless
cause to the contrary be shown
on or before the 4th day of No-
vember next; Provided, a copy
of this Order be inserted in some
newspaper published in Anne
Arundel County, once in each of
three successive weeks before
the 4th day of November next.

GEORGE T. CROMWELL, Clerk
True Copy: TEST:

GEORGE T. CROMWELL, Clerk
O-17

CERTIFICATE OF PUBLICATION

Annapolis, Md., *October 31*, 1957

We hereby certify, that the annexed

Order Nisi, Eq. 12,048
Auditor account.

Truman M. Smelser

was published in

Maryland Gazette

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

successive weeks before the 4th

day of November, 1957. The first

insertion being made the 3rd day of

October, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 57-OCT 31 PM 2:28

By *H. Tilghman*

38

IN THE MATTER OF THE ESTATE : EQUITY NO. 11,852
 OF : IN THE CIRCUIT COURT
 ANNA WYNKOOP MARVELL, INCOMPETENT : FOR ANNE ARUNDEL COUNTY

...

PETITION FOR THE APPOINTMENT OF A COMMITTEE FOR THE PERSON
 AND ESTATE OF ANNA WYNKOOP MARVELL

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of George Marvell of Newtown, Pennsylvania, son of Anna Wynkoop Marvell, respectfully shows unto your Honors:

First: That Anna Wynkoop Marvell, a citizen of Annapolis, Anne Arundel County, State of Maryland, who resided in Annapolis for a number of years, has reached the advanced age of eighty-five years and has become incompetent to manage her person and estate. She was a patient at Sheppard-Pratt Hospital for a period of thirty-two weeks and has been a patient at Spring Grove State Hospital for a period of about five months, where she is now a patient, and it is necessary that she have constant medical and nursing attention and that the expense of such medical and nursing attention be paid.

Second: Your Petitioner further states that Anna Wynkoop Marvell, by reason of her great age and incapability, is unable to manage her affairs, and to substantiate this allegation Certificates of Dr. Isadore Tuerk and Dr. T. Glyne Williams of Spring Grove State Hospital, both of whom have been in attendance and have examined the said Anna Wynkoop Marvell, are filed herewith and prayed to be taken as a part hereof.

Third: That the said Anna Wynkoop Marvell is a widow having a son and only child, the Petitioner herein.

Fourth: That the estate of the said Anna Wynkoop Marvell consists of real estate in the City of Annapolis, located on Franklin Street, valued at \$40,000.00, title to which is held as joint tenants with your Petitioner, which is at present unoccupied. Also, there is real estate in Pennsylvania held jointly with your Petitioner, valued at \$9,300.00, and stocks and bonds held jointly with your Petitioner, and the value of the whole estate, joint holdings, is in the amount of approximately

1956
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One Hundred Fifty Thousand (\$150,000.00) Dollars.

Fifth: Your Petitioner states that in view of the physical and mental condition of the said Anna Wynkoop Marvell, it is necessary that a Committee be appointed for her person and estate in order that she may receive the proper medical and nursing attention; that her affairs may be administered; and that her estate be conserved.

NOW, THEREFORE, Your Petitioner prays your Honors to pass an Order in the premises directing that the said Anna Wynkoop Marvell be summoned to appear in this Court within ten days of the filing of this Petition, and that a copy of the summons and of this Petition and Order be served on Dr. Isadore Tuerk, Superintendent of Spring Grove State Hospital, where the said Anna Wynkoop Marvell is now a patient; and that the Petition be set for hearing on a day and date to be fixed by this Court.

AND as in duty bound, etc.

George Marvell
George Marvell, Petitioner

George E. Rullman
George E. Rullman
Solicitor for Petitioner

STATE OF PENNSYLVANIA, COUNTY OF Bucks, to wit:-

I hereby certify that on this 22 day of August, in the year 1956, before me, the subscriber, a Notary Public of the State of Pennsylvania, in and for the County aforesaid, personally appeared George Marvell and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true as therein stated, to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

Lydia Sudekum
NOTARY PUBLIC
My Commission Expires August 27, 1958
BUCKS COUNTY NEW HOPE


ORDERED by the Circuit Court for Anne Arundel County, sitting in Equity, this 23^d day of August, in the year 1956, that the said Anna Wynkoop Marvell be summoned to appear and answer this Petition on or before the 5th day of September next; provided; however, that within said period a copy of the summons, Petition and this Order be served upon Dr. Isadore Tuerk, Superintendent of Spring Grove State Hospital, Catonsville, Maryland; and further, to show cause, if any there be, on or before the 20th day of September 1956, why the Petition of George Marvell should not be granted as prayed; and ORDERED further, that the matter of said Petition be and it is hereby set for hearing on the 21st day of September, 1956, at 10 o'clock A.M.

Benjamin Nicholson
JUDGE

FILED
1956 AUG 24 PM 1:22

Physician's Certificate of Mental Incompetence

LIBER 106 PAGE 181

STATE OF MARYLAND, County of Baltimore, to wit:

I HEREBY CERTIFY that on this 17th day of August, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared Isadore Tuerk, M.D. who made oath in due form of law that he is and has been for the past 17 years an attending neuropsychiatrist at the Spring Grove State Hospital, Catonsville, Maryland; that Anna Wynkoop Marvell was admitted as a patient in the Spring Grove State Hospital on the 27th day of March, 1956, and has been ever since and is now a patient therein; that in the course of his duties he has attended the said Anna Wynkoop Marvell from time to time, his last examination being on August 17, 1956, that from the opportunity afforded him of observing the said Anna Wynkoop Marvell, he is convinced that she is now and has been for some time past suffering a mental disability, and by reason of said mental disability is incompetent to take charge of and manage her property or to execute a valid deed of contract; that the cause of such mental disability is Chronic brain syndrome with senile brain disease; that the nature of such mental disability is disorientation, helplessness, memory defects, occasional soiling; that the extent and probable duration of the incompetency of the said Anna Wynkoop Marvell is total and permanent. He is further of the opinion that it would be seriously detrimental to the said Anna Wynkoop Marvell, both physically and mentally, to require her to appear before a Court as a witness or to be present at a hearing before a Court concerning her mental condition and capacity to manage her estate.

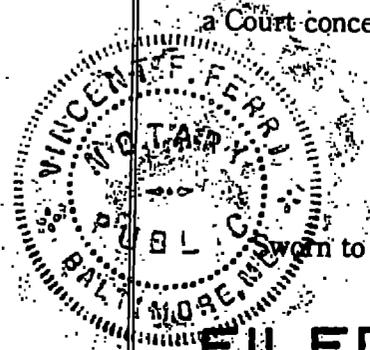
Isadore Tuerk

Isadore Tuerk, M.D. AFFIANT

sworn to before me this 17th day of August, 1956

Vincent F. Ferri

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



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1956 AUG 23 AM 10:51

4

Physician's Certificate of Mental Incompetence

STATE OF MARYLAND, County of Baltimore, to wit:

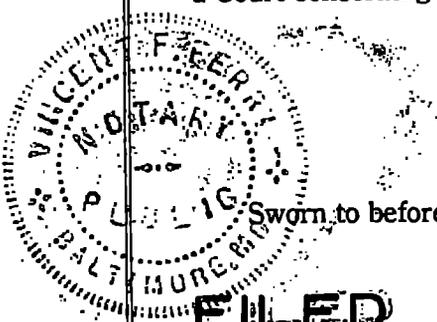
I HEREBY CERTIFY that on this 17th day of August, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared T. Glyne Williams, M.D. who made oath in due form of law that he is and has been for the past 12 years a neuropsychiatrist in the United States an attending neuropsychiatrist at the Spring Grove State Hospital, Catonsville, Maryland; that Anna Wynkoop Marvell was admitted as a patient in the Spring Grove State Hospital on the 27th day of March, 1956, and has been ever since and is now a patient therein; that in the course of his duties he has attended the said Anna Wynkoop Marvell from time to time, his last examination being on August 17, 1956, that from the opportunity afforded him of observing the said Anna Wynkoop Marvell, he is convinced that she is now and has been for some time past suffering a mental disability, and by reason of said mental disability is incompetent to take charge of and manage her property or to execute a valid deed of contract; that the cause of such mental disability is Chronic brain syndrome with senile brain disease; that the nature of such mental disability is disorientation, helplessness, memory defects, occasional soiling; that the extent and probable duration of the incompetency of the said Anna Wynkoop Marvell is total and permanent

He is further of the opinion that it would be seriously detrimental to the said Anna Wynkoop Marvell, both physically and mentally, to require her to appear before a Court as a witness or to be present at a hearing before a Court concerning her mental condition and capacity to manage her estate.

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

Sworn to before me this 17th day of August, 1956.

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



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1956 AUG 23 AM 10:51

No. 11,352 Equity

ANNA W. MARVELL

<u>Name</u>	<u>Checking Accounts</u>		
Anna W. Marvell	Fall River National Bank Fall River, Mass.	# 5 Aug. '56	1 130.03
Anna W. Marvell and George Marvell	Farmers National Bank Annapolis, Md.	"	710.01
<u>Co-operative Bank Account.</u>			
Ditto	Troy Co-operative Bank (Matured Shs) Fall River Mass.		6 000.00 ✓
<u>Real Estate</u>			
Ditto	Farm, Upper Makefield Tnsp, Bucks Co. Penna.	Tax Assesmt Valuation	9 300.00
Ditto	43 Franklin St. Annapolis, Md.	"	14 240.00
<u>Bonds</u>			
Anna W. Marvell pay on death to George Marvell	U.S. Savings - Series "G"	Mat. 1 Dec. '53	4 000.00
ditto	ditto	" 1 " '54	6 000.00
Anna W. Marvell	Ditto	" 1 Mar. '63	5 900.00 ✓
ditto	Adm. Farragut Academy 6% Debentures Toms River, N.J.	Apr. '74	300.00 ✓

Beneficiary, H. Wynkoop Trust
First Ntnl Bank & Trust Co.
Newtown, Penna.
3/8th of income approximately \$ 165.00
Not a remainderman.

IN THE MATTER OF THE ESTATE : EQUITY NO.
OF : IN THE CIRCUIT COURT
ANNA WYNKOOP MARVELL, INCOMPETENT : FOR ANNE ARUNDEL COUNTY

...

STATEMENT OF ASSETS SUBMITTED BY GEORGE MARVELL

Page one.

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1956 AUG 23 AM 10:51

ANNA W. MARVELL

<u>Inscription</u>	<u>STOCKS</u>	Shs	1 Aug. '56 Closing	
Anna W. Marvell and George Marvell, joint tenants with rights of survivorship not as tenants in common.	Balt. Gas & Elect.com.	66	34½	2 260.50
	Crane Co. pfd.	20 ✓	93½	1 870.00
	" com,	37 ✓	39½	1 461.00
	du Pont "	28 ✓	215½	6 027.00
	General Electric	90 ✓	63 7/8	5 748.75
	" Foods	50 ✓	49½	2 462.50
	" Motors	63 ✓	47 1/8	2 968.88
	W. T. Grant pfd	10 ✓	91	910.00
	Lehman Corp.	222 ✓	49 3/8	10 961.25
	Pacific Gas & Elec. com.	43 ✓	52	2 236.00
	Parker Rustpf.	60 ✓	25 3/8	1 522.50
	Reynolds Tobacco. com.	30 ✓	103½	3 112.50
	Standard Oil (N.J.)	252 ✓	60	15 120.00
	Texas Co.	40 ✓	65 7/8	2 685.00
	Union Carbide & Carb.	330 ✓	127½	42 157.50
Mass. Inv. Trust	810 ✓	12.34	9 995.40	

IN THE MATTER OF THE ESTATE : EQUITY NO. 11852.
 OF : IN THE CIRCUIT COURT
 ANNA WYNKOOP MARVELL, INCOMPETENT : FOR ANNE ARUNDEL COUNTY

...

DECREE

A hearing having been had on the Petition of George Marvell, it appearing that summons has been served in accordance with the Court's Order of the 23rd day of August, 1956, and the Petition and Affidavit having been read and considered:

IT IS, THEREUPON, this 25th day of September, in the year 1956, ADJUDGED AND ORDERED that Anna Wynkoop Marvell is not competent to manage her person and estate; and it is further ORDERED that George Marvell and George E. Rullman be, and they are hereby, appointed Committee of the Person and Estate of the said Anna Wynkoop Marvell with full power and authority to take charge of and manage the property and to assume control of the Person of Anna Wynkoop Marvell under the direction of this Court; but before the said Committee shall proceed to act as such Committee, they shall give bond to the State of Maryland with security to be approved by this Court or the Clerk thereof, in the penalty of Seventy-five Thousand Dollars, for the faithful discharge of their duties as such committee.

Benjamin Michaelson
 JUDGE

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✓

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY
STATE OF MARYLAND

No. 11,852 Equity

GEORGE E. RULLMAN & GEORGE MARVELL
COMMITTEES

LIBER 106 PAGE 186

OF

BOND OF { COMMITTEE
~~TRUSTEE~~

ANNA WYNKOOP MARVELL, AN INCOMPETENT

KNOW ALL MEN BY THESE PRESENTS: That we, GEORGE E. RULLMAN, OF ANNAPOLIS,
MARYLAND AND GEORGE MARVELL, OF NEWTOWN, PENNSYLVANIA

and the NATIONAL SURETY CORPORATION, as Principal, a body corporate, duly incorporated under the laws of the State of New York, and 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 SEVENTY-FIVE THOUSAND AND 00/100 - - - - - Dollars (\$ 75,000.00), current money, to be paid to the said State or its certain attorneys, for which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 26th day of September in the year of our Lord one thousand nine hundred and fifty-six.

WHEREAS, THE ABOVE BOUNDEN

GEORGE E. RULLMAN & GEORGE MARVELL

by virtue of a decree of the Honorable the Judge of the Circuit Court of ANNE ARUNDEL dated the _____ day of _____ nineteen hundred and fifty-six have been appointed

COMMITTEES TO TAKE CHARGE AND MANAGE THE ESTATE

mentioned in the proceedings in the case of

ANNA WYNKOOP MARVELL, AN INCOMPETENT

EQUITY NO. 11,852

now pending in said Court.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden GEORGE E. RULLMAN & GEORGE MARVELL

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

Signed, sealed and delivered in the presence of

Gloria V. Kellenbenz
Catherine Minderlein
Catherine Minderlein

George E. Rullman (SEAL)
GEORGE E. RULLMAN
George Marvell (SEAL)
GEORGE MARVELL

(SEAL)

NATIONAL SURETY CORPORATION
BY Estelle M. Fiedler Attorney-in-fact

Bond approved this 27th day of September 1956
George J. Cromwell, Clerk

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1956 SEP 27 PM 12:08



IN THE MATTER OF THE ESTATE : EQUITY NO.11,852
 OF : IN THE CIRCUIT COURT
 ANNA WYNKOOP MARVELL, INCOMPETENT : FOR ANNE ARUNDEL COUNTY

...

PETITION FOR RATIFICATION OF CONTRACT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of George E. Rullman and George Marvell, Committee of the Person and Estate of Anna Wynkoop Marvell, Incompetent, respectfully shows:

First: That by a Decree of this Honorable Court passed on the 25th day of September in the year Nineteen Hundred and Fifty-six, they were appointed Committee of the Person and Estate of Anna Wynkoop Marvell, Incompetent, and have qualified as such Committee.

Second: That the said Anna Wynkoop Marvell is a patient at Spring Grove State Hospital, Catonsville, Maryland, and her condition is such, according to attending physicians, that her incompetency is permanent and she must always have custodial care and medical attention.

Third: An asset of this Estate is a valuable piece of real estate located on Franklin Street in the City of Annapolis, known and designated as No. 43, improved by a brick dwelling and surrounding ground, title to which is held as joint tenants and not as tenants in common by Anna Wynkoop Marvell and George Marvell, her son, the property having been conveyed to them by George E. Rullman, Trustee, by deed dated September 17, 1942 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 268, folio 266, a Certified Copy of said deed is filed herewith and prayed to be taken as a part hereof and marked Exhibit No. 1.

Fourth: A portion of this property was conveyed originally to Anna Wynkoop Marvell by Nevett Steele and Anna B. Steele, his wife, by deed dated May 31, 1911 and recorded among the Land Records of Anne Arundel County in Liber G.W. 87, folio 202; another portion was conveyed to Anna

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Wynkoop Marvell by Nevett Steele and Anna B. Steele, his wife, et al, by deed dated June 4, 1912 and recorded among the aforesaid Land Records in Liber G.W. 91, folio 281; another portion of the property was conveyed to Anna W. Marvell by Marie Holden, widow, by deed dated May 3, 1918 and recorded as aforesaid in Liber G.W. 139, folio 243; and the entire property was conveyed to George E. Rullman, Trustee, by Anna Wynkoop Marvell by deed dated September 17, 1942 and recorded as aforesaid in Liber J.H.H. 268, folio 265, who conveyed the property to the said Anna Wynkoop Marvell and George Marvell, her son, as joint tenants and not as tenants in common, said deed referred to as Exhibit No. 1. Certified copies of deeds mentioned in this paragraph are filed herewith and prayed to be taken as a part hereof and marked Exhibits Nos. 2, 3, 4 and 5.

Fifth: The dwelling mentioned and described in said deed will require extensive improvements and it is doubtful whether sufficient rental could be obtained from the property to make it a paying investment for this Estate. Accordingly, your Petitioners have entered into a Contract of Sale dated October 10, 1956 at and for the figure of Forty-two Thousand (\$42,000.00) Dollars with C. Victor Barry. Contract is filed herewith and prayed to be taken as a part hereof and marked Exhibit No. 6.

Sixth: In the opinion of your Petitioners, it would be to the best interests of this Estate to sell this property and invest the proceeds therefrom for the support and maintenance of Mrs. Marvell.

NOW, THEREFORE, your Petitioners pray Your Honors to pass an Order in the premises ratifying the Contract of Sale entered into by your Petitioners and C. Victor Barry for the purchase of the property mentioned in this Petition, and further, that this Petition be referred to one of the standing examiners of this Court in order that testimony may be taken to sustain and support the allegations contained therein.

AND, as in duty bound, etc.

George E. Rullman
George E. Rullman

George Marvell
George Marvell
Committee of the Person and Estate
of Anna Wynkoop Marvell, Incompetent

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

I hereby certify that on this 19th day of October, in the year 1956, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George E. Rullman and George Marvell, Committee of the Person and Estate of Anna Wynkoop Marvell, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true as therein stated.

Witness my hand and Notarial Seal.



Barbara Ann Jones
Barbara Ann Jones Notary Public

ORDER

UPON the foregoing Petition and Affidavit, it is thereupon, this 20th day of October, 1956, ORDERED by the Circuit Court for Anne Arundel County, sitting in Equity, that this Petition be referred to one of the standing Examiners of this Court in order that testimony may be taken to sustain the allegations contained therein.

Benjamin M. ...
JUDGE

FILED

1956 OCT 20 AM 11:53



CONTRACT OF SALE

For use only by Members of the Anne Arundel County Real Estate Board, Inc.

THIS AGREEMENT made this 10th day of October

19 56, by and between George E. Hullman and George Marvell, Committee of the person and estate of Anna W. Marvell

of the first part, hereinafter called SELLER, and O. Victor Barry

of the second part, hereinafter called BUYER

Witnesseth: that the said Seller hereby bargain and sell unto the said Buyer, and the Buyer do hereby purchase from the Seller — subject to any covenants and restrictions of record, easements and public utilities agreements of record (if any) and to possessory rights of tenant thereof (if any), the following described property situate and lying in Anne Arundel County, State of Maryland: **all that lot of ground known as 43 Franklin Street, in the City of Annapolis, Anne Arundel County, Maryland, together with all improvements thereon, in fee simple and including the entire lot fronting on Franklin Street and Shaw Street**

At and for the price of **Forty-two thousand and 00/100 (\$42,000.00)** Dollars,
of which **Two thousand and 00/100 (\$2,000.00)** Dollars

have been paid prior to the signing hereof, and the balance of said purchase money is to be paid as follows: **in cash at time of settlement, which shall be on or before thirty (30) days after ratification of the sale by the Circuit Court of Anne Arundel County in equity, but in the event said ratification is not made by December 17th, 1956 then the Buyer may, if he wishes, withdraw and his entire deposit shall be returned.**

AND upon payment as above of the unpaid purchase money, a Deed for the property shall be executed by the Seller at the Buyer's expense, which shall convey the property by a good and merchantable title to the Buyer, free of all encumbrances except as specified herein, otherwise the aforesaid deposit money shall be refunded and this contract shall become null and void.

Rent, ground rent, insurance, taxes, water rent and all other public dues and charges shall be adjusted as of date of settlement. Cost of Federal and State deed stamps is to be equally divided between the Buyer and Seller.

Time is of the essence of this Agreement, and if the terms hereof are not complied with by the Buyer, the above deposit shall be forfeited.

The Seller agrees to pay to JOSEPH D. LAZENBY, Realtor, the Broker's Commission in accordance with the Rules of the Anne Arundel County Real Estate Board, Inc., said commission being due and payable upon the signing of this contract; and it is agreed that the entire deposit herein above referred to shall be held by the Broker until settlement is made.

This Contract contains the final and entire agreement between the parties hereto, and neither they nor their agents shall be bound by any terms, conditions or representations not herein written.

WITNESS the hands and seals of the parties hereto,

Carolyn A. Whittaker
Carolyn A. Whittaker

George Marvell
individually (seal)

George E. Hullman (seal)
George Marvell (seal)
George Marvell, Committee of the Person and Estate of Anna Wyncoop Marvell (SEAL)

Francis O. Russell

O. Victor Barry (SEAL)

FILED

(SEAL)

Attention of No. 1
no. 1852 8/14

1956 OCT 19 PM 3:13

*Re filed
1957 June 27*

*Examiner's Exhibit No 1
Estate of Anna W. Marvell, incogent, Equity No 11, 852
John S. Rouse J. Examiner*

THIS DEED, made this 17th day of September, in the year Nine-
teen Hundred and Forty-two (1942), by and between George E. Rullman,
Trustee, of Anne Arundel County, State of Maryland, party of the
first part; and Anna Wynkoop Marvell, of Anne Arundel County, State
of Maryland, and George Marvell, of Bucks County, State of Pennsylvania,
parties of the second part, Witnesseth:-

THAT for and in consideration of the sum of TEN DOLLARS (\$10.00),
and other good and valuable considerations, paid by the parties of the
second part, the receipt whereof by the party of the first part is
hereby acknowledged, he, the said party of the first part has bargained
and sold and by these presents does grant and convey unto the said
Anna Wynkoop Marvell and George Marvell, their heirs and assigns, as
joint tenants and not as tenants in common,

ALL those two lots or parcels of land situate on the northwest
side of Franklin Street, and all that piece or parcel of land situate
on the southwest side of Shaw Street, in the City of Annapolis,
Maryland, and being the same three tracts of land described in a
deed of even date herewith and intended to be recorded among the
Land Records of Anne Arundel County immediately prior hereto from the
said Anna Wynkoop Marvell to the said George E. Rullman, Trustee.

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

TO HAVE AND TO HOLD the above described property unto and to the
proper use and benefit of the said Anna Wynkoop Marvell and George
Marvell, their heirs and assigns, forever, as joint tenants and not

*Petitioner's Ex. #3
Exhibit No.
11, 852*

FILED
1956 OCT 19 PM 3:14

*Exhibit No. 1.
Re-filed 17 June, 1957, at 10:11 a.m.*

as tenants in common. Being the same property which was, by deed of even date herewith, granted and conveyed by the said Anna Wynkoop Marvell to George E. Rullman, Trustee, IN SPECIAL TRUST AND CONFIDENCE, nevertheless, that the said George W. Rullman, Trustee, as aforesaid, would immediate reconvey the same unto and to the said Anne Wynkoop Marvell and George Marvell as joint tenants thereof and not as tenants in common.

witness the hand and seal of the said Trustee.

WITNESS:

GEORGE E. RULLMAN (SEAL)

GRANVILLE LEE MEREDITH

TRUSTEE

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 17th day of September, in the year 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared George E. Rullman, Trustee, as aforesaid, and acknowledged the foregoing deed to be his act.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL)

GRANVILLE LEE MEREDITH

NOTARY PUBLIC

Recorded-September-18-1942-11:05-A.M.

STATE OF MARYLAND, Anne Arundel County, Sct:

I HEREBY CERTIFY, That the foregoing Deed is truly taken and copied from Liber J.H.H. No. 268, folio 266, 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 16th day of October, 1956.


George T. Cromwell
George T. Cromwell, Clerk

Examiner's Exhibit No 3
Estate of Anna W. Marvell, executrix
Equity No 11,852
John J. Rouse L. Examiner

Re filed
1957 June 29

This Deed, Made this Thirty first day of May Nineteen hundred and Eleven between Nevett Steele and Anna B. Steele, his wife, of the City of Annapolis State of Maryland of the first part, Kate W. Randall of the City and State Aforesaid of the Second part and Anna Wynkoop Marvell, wife of George R. Marvell, United States Navy, of the third part -

Witnesseth that for And in consideration of Five Dollars, Current Money, in hand paid by the Said Anna Wynkoop Marvell to the parties hereto of the first part at or before the sealing and delivery of there presents, the receipt whereof is hereby acknowledged the Said Nevett Steele And Anna B. Steele his wife as aforesaid, have granted, bargained and sold and by these presents do grant, bargain and sell and convey unto the said Anna Wynkoop Marvell, her heirs and Assigns in fee simple, All that Lot, piece or parcel of land, Situate in the City of Annapolis, State of Maryland, and described as follows; that is to say.

Beginning for the Same on the North west side of Franklin Street distant in a South-west direction Forty feet from the South Corner of the Lot Now seized by Ernest D. King and running thence with the said side of Franklin Street and in a South West direction the distance of Forty feet; thence leaving Said Street and running at right angles thereto And in a North West direction the distance of One hundred and forty feet; thence running in a North East direction and parallel with said Franklin Street the distance of Forty feet; thence running in a South East direction and parallel with the Second line of this description the distance of One hundred and forty feet to the Said Side of Franklin Street And the point of beginning.

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1956 OCT 19 PM 3:14

Petitioners Exhibit #5
Equity No
11852

Exhibit No. 2.

Re-filed 17 June, 1957, at 10:11 A.M.

Being a portion of Lots Nos 1 and 2 of Block "G" as designated on Melvin's plat of Murray Hill, which said plat is recorded among the Land Records for Anne Arundel County in Liber GW No 1 folio 17 Etc. and being a portion of the land conveyed to the said Nevett Steele in a deed of partition between the said Nevett Steele and John M. Steele and Charlotte M. Cheston, dated the Eleventh day of April Eighteen hundred and Ninety and recorded in Liber S H No. 36 folio 628 Etc one other of the Land Records for Said Anne Arundel County, as by reference to which said plat and deed will more fully and particularly appear.

Together with all the buildings and improvements thereon erected and all the rights, privileges and appurtenances, thereunto belonging.

To have and to hold the land hereby conveyed unto the said Anna Wynkoop Marvell her heirs and assigns forever in fee simple

And the said Kate W. Randall unites in this conveyance for the Sole and only purpose of releasing the land hereby conveyed to the Said party of the third part free and discharged from the operation and effect of a Mortgage from the Said Steele and Wife to Elizabeth B Randall dated the Twenty seventh day of October, Eighteen hundred and Ninety one and recorded in Liber S H No 39, folio 633 etc., and as to the said party of the third part as will appear by reference to Said record.

And the Said Nevett Steele and Anna B Steele his wife as aforesaid Covenant that they will and do warrant specially the land hereby conveyed and Will at any time Where required Execute Such further assurances as May be requisite.

In Witness Whereof the Said Nevett Steele and Anna B Steele his wife as aforesaid And Kate W Randall have hereunto signed their names and affixed their Seals the day and year first hereinbefore written.

Signed, Sealed and delivered in the presence of

Nannie S. Stockett

Nevett Steele (Seal)

Anna B Steele (Seal)

Kate W Randall (Seal)

State of Maryland

Anne Arundel County, to Wit:

I hereby certify that on the Thirty first day of May nineteen hundred and Eleven, before the subscriber, a Notary Public of the State of Maryland in and for Anne Arundel County, personally appeared the Above named Nevett Steele and Anna B Steele, his wife, and Kate W Randall and each executed and acknowledged the foregoing instrument in writing to be their respective Act and deed.

Witness my hand and Notarial Seal -

(Notary Seal)

Nannie S Stockett

Notary Public

Recorded 16th October 1911.

STATE OF MARYLAND, Anne Arundel County, Set:

I HEREBY CERTIFY, That the aforesaid Deed is truly taken and copied from Liber G.W. No. 87, folio 202, 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 17th day of October, 1956.

George T. Cromwell
George T. Cromwell, Clerk



Re filed
19 June 57

Examiner's Exhibit No 2
Estate of Anna W. Marvell, incompetent,
Equity No 11,852
John S. Row 2. Examiner

This Deed Made this Fourth day of June, nineteen hundred and Twelve, between Nevett Steele and Anna B Steele his wife, of the City of Annapolis, State of Maryland, of the first part and Kate W Randall of the City and State aforesaid of the Second part and Anna Wynkoop Marvell Wife of George R. Marvell United States Navy, of the third part.-

Witnesseth that for and in consideration of the sum of Five Dollars Current Money, in hand paid by the Said Anna Wynkoop Marvell to the parties hereto of the first part at or before the Sealing And delivery of these presents, the receipt whereof is hereby acknowledged, the Said Nevett Steele and Anna B Steele his wife as aforesaid and Kate W. Randall have granted bargained and Sold And by these presents do grant, bargain, sell and convey unto the said Anna Wynkoop Marvell her heirs and assigns in fee simple. All that Lot or parcel of land situate in the City of Annapolis, State of Maryland And described as follows:-

Beginning for the Same at a point in the North West Side of Franklin Street Said point being the South Corner of a Lot of land now seized by Ernest J King and running thence in a South West direction and with the Said Side of Franklin Street the distance of Forty feet to the East Corner of a lot of land now seized by the granter; thence leaving the said Street and running in a North west direction and with the North East line of the granter's Lot aforesaid the distance of one hundred and thirty three feet Six inches to intersect the South East line of a Lot of land Now Seized by a certain Conrad Schwartzhampt: thence in a North East direction the distance of Forty feet - more or less to the line of the aforesaid

Petitioner's Exhibit #6
Equity No:
11852

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Exhibit No. 3.

Re-filed 17 June, 1957,
at 110.11A. M.

King Lot: thence in a South East direction And With the South West line of the King Lot the distance of One hundred and Thirty two feet,- Nine and one half inches to the said Side of Franklin Street And the place of beginning.

Being a part of Lot No 1 of Block "G" as designated on Melvin's plat of Murray Hill which Said plat is recorded Among the Land Records for Anne Arundel County in Liber G W No 1 folio 17 Etc: and being a part of the tract or parcel of land which was conveyed to the said Nevett Steele in a deed of partition between the said Nevett Steele John M Steele and Charlotte R Cheston, dated the Eleventh day of April Eighteen hundred and Ninety and recorded Among the Land Records for Said County in Liber S H No 36 folio 628 Etc. as by reference thereto will more fully and particulary appear.

The Said Kate W Randall uniting in the conveyance for the Sole^{and only} purpose of releasing the land hereby conveyed from the operation and effect of a Mortgage from the Said Nevett Steele and Anna B Steele his wife to the Said Kate W Randall, dated the Twenty Seventh day of October Eighteen hundred and Ninety one and recorded in Liber S H No 39 folio 633 etc., one other of the Land Records for said County.

Together with all the buildings and improvements thereon erected and all the rights, privileges and appurtenances thereunto belonging.

To have and to hold the above granted land unto the said Anna Wynkoop Marvell her heirs and assigns forever in fee simple.

And the Said Nevett Steele and Anna B Steele his wife as aforesaid do hereby covenant that they will warrant specially the property hereby conveyed and that they will execute such further assurances of Said land as may be requisite.

In Witness Whereof the Said Nevett Steele and Anna B Steele his wife and Kate W Randall have hereunto signed their names and affixed their Seals the day and year first hereinbefore written.

Signed Sealed and delivered in the presence of -

Nannie S. Stockett

Nevett Steele (Seal)

Anne B Steele (Seal)

Kate W Randall (Seal)

State of Maryland,

Anne Arundel County, to Wit:-

I hereby Certify that on this Fourth day of June Nineteen hundred and twelve, before the subscriber a Notary Public of the State of Maryland in and for Anne Arundel County, personally appeared the above named Nevett Steele and Anna B Steele his wife and Kate W Randall and Each executed, and acknowledged the foregoing instrument in writing to be their act and deed

Witness my hand and Notarial Seal -

(Notary's Seal)

Nannie S. Stockett

Notary Public

Recorded 6th June 1912

STATE OF MARYLAND, Anne Arundel County, Sct:

I HEREBY CERTIFY, That the foregoing Deed is truly taken and copied from Liber G.W. No. 91, folio 281, 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 17th day of October, 1956.

George T. Cromwell
George T. Cromwell, Clerk



Examiner's Exhibit No 4 *Re filed 1957*
Estate of Anna W. Marvel, incompetent
Equity No 11, 852
John S. Roman Jr. Examiner

I, R. 50 cent. stamp-THID DEED made this 3rd day of May in the year one thousand nine hundred and Eighteen by Marie Holden widow party of the first part of Anne Arundel County in the State of Maryland? and Anna W Marvel the wife of Captain George Marvel United States Navy, party of the second part.

WITNESSETH, that in consideration of three hundred and forty five dollars (\$345) paid the party of the first part by the party of the second part the receipt of which is hereby acknowledged that the said Marie Holden does grant and convey unto the party of the second part heirs and assigns in fee simple, all that piece or parcel of ground situate, lying and being in the City of Annapolis and described as follows, that is to say-

BEGINNING for the same at a point on the southwest side of Shaw Street distant 135 feet in a north westerly direction from the west corner of Shaw and Franklin Streets and running from thence and with the southwest line of Shaw Street north 57°45' West 15 feet to the northwest line of the whole lot thence with said line South 32°15' West 100 feet thence south 52° 45' east 30 feet, thence north 6° east 33.5 feet, thence north 32° 15' east 70 feet to the place of beginning, Containing 1,725 square feet of land.

As a survey made by J. Carson Boush surveyor on May 1, 1918 of which a plat is filed herewith.

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

TO HAVE AND TO HOLD the ground and premises above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging

*Petitioner's Exhibit #4
Equity No
11,852*

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*Exhibit No. 4
Re-filed 17 June, 1957
at 10:11 a.m.*

or appertaining unto and to the proper use and benefit of the said Anna M Marvel, her heirs and assigns in fee simple.

AND the said Marie Holden the grantor, hereby covenants that she will warrant specially the property hereby granted and conveyed and that she will execute such further assurances of said property as may be requisite.

WITNESS THE HAND AND SEAL OF SAID GRANTOR.

Test Rose Garner.

Marie Holden-(seal)

STATE OF MARYLAND ANNE ARUNDEL COUNTY TO WIT-

I hereby certify that on this 3rd day of May in the year one thousand nine hundred and Eighteen before me the subscriber a Notary Public of the State of Maryland, in and for the County aforesaid personally appeared Marie Holden and acknowledged the foregoing Deed to be her act.

(Notary Seal)

Rose Garner

Notary Public

Recorded 3 May 1918-

(See Plat on Page 244)

STATE OF MARYLAND, Anne Arundel County, Sct:

I HEREBY CERTIFY, That the foregoing Deed is truly taken and copied from Liber G.W. No. 139, folio 243, 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 17th day of October, 1956.

George T. Cromwell
George T. Cromwell, Clerk



Examiner's Exhibit No 5
Estate of Anna W. Marvell, widow
Equity No 11,852
John J. Rowe 2. Examiner
Re-filed
1957 June 27

THIS DEED, made this 17th day of September, in the year Nineteen Hundred and Forty-two (1942), by and between Anna Wynkoop Marvell, widow, of Anne Arundel County, State of Maryland, party of the first part, and George E. Rullman, Trustee, as hereinafter mentioned, of Anne Arundel County, State of Maryland, party of the second part, Witnesseth:-

THAT for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable considerations, the receipt whereof by the party of the first part is hereby acknowledged, the said party of the first part has bargained and sold and by these presents does grant and convey unto the said George E. Rullman, Trustee, as hereinafter mentioned, the following described property:-

First. All that lot or parcel of land situate in the City of Annapolis, Maryland, having a frontage on the northwest side of Franklin Street of Forty feet, and with a regular depth therefrom of One Hundred and Forty feet, and being a portion of Lots Nos. 1 and 2 of Block "G" as designated on Melvin's Plat of Murray Hill, which plat is recorded among the Land Records of Anne Arundel County in Liber G.W. No. 1, folio 17. BEING the same property which was conveyed to Anna Wynkoop Marvell by Nevett Steele and wife, by deed dated May 31, 1911, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 87, folio 202, in which deed said property is more particularly described.

Second. All that lot or parcel of land situate in the City of Annapolis, Maryland, having a frontage on the northwest side of Franklin Street of Forty feet, with an irregular depth therefrom, and

Petitioner's Exhibit No 2
No 11802 Equity

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Exhibit No 5
Re-filed, 7 June, 1957,
at 10:11 A.M.

and being a part of Lot No. 1 of Block "G" as designated on Melvin's Plat of Murray Hill, which plat is recorded among the Land Records aforesaid in Liber G.W. No. 1, folio 17. BEING the same property which was conveyed to the said Anna Wynkoop Marvell by Nevett Steele and wife, et al, by deed dated June 4, 1912, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 91, folio 281, in which deed said property is more particularly described.

Third. All that piece or parcel of ground situate in the City of Annapolis, Maryland, having a frontage of 15 feet on the southwest side of Shaw Street, containing 1,725 square feet of land, according to a survey made by J. Carson Boush, Surveyor, May 1, 1918.

BEING the same property which was conveyed to Anna W. Marvell by Marie Holden, widow, by deed dated May 3, 1918, and recorded among the Land Records aforesaid in Liber G.W. No. 139, folio 243, in which deed said property is more particularly described.

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

TO HAVE AND TO HOLD the above described property unto the said George E. Rullman, Trustee, IN SPECIAL TRUST AND CONFIDENCE, nevertheless, that he will immediately reconvey the said property unto and to Anna Wynkoop Marvell and George Marvell as joint tenants thereof and not as tenants in common.

Witness the hand and seal of the said party of the first part.

WITNESS:

ANNA WYNKOOP MARVELL

GRANVILLE LEE MEREDITH

(SEAL)

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

I hereby certify that on this 17th day of September, in the year

1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Anna Wynkoop Marvell, widow, and acknowledged the foregoing Deed to be her act.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL)

GRANVILLE LEE MEREDITH

NOTARY PUBLIC

Recorded-September-18-1942-11:05-A.M.

STATE OF MARYLAND, Anne Arundel County, Sct:

I HEREBY CERTIFY, That the foregoing Deed is truly taken and copied from Liber J.H.H. No. 268, folio 265, 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 16th day of October, 1956.


George T. Cromwell
George T. Cromwell, Clerk

IN THE MATTER OF THE ESTATE : EQUITY NO. 11,852
OF : IN THE CIRCUIT COURT
ANNA WYNKOOP MARVELL, INCOMPETENT : FOR ANNE ARUNDEL COUNTY

...

PETITION FOR BOARD AND MAINTENANCE OF THE INCOMPETENT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of George E. Rullman and George Marvell, Committee of the Person and Estate of Anna Wynkoop Marvell, Incompetent, respectfully shows:

First: That by a Decree of this Honorable Court passed on the 25th day of September in the year Nineteen Hundred and Fifty-six, they were appointed Committee of the Person and Estate of Anna Wynkoop Marvell, Incompetent, and have qualified as such Committee.

Second: That the said Anna Wynkoop Marvell is a patient at Spring Grove State Hospital, Catonsville, Maryland, and her custodial care amounts to Ninety (\$90.00) Dollars per month. It is also necessary that a reasonable sum be allowed for incidentals or her comfort, and Your Committee suggests for this a figure of Twenty (\$20.00) Dollars per month.

NOW, THEREFORE, Your Petitioners pray Your Honors to pass an Order in the premises directing and permitting the payment to Spring Grove State Hospital the sum of Ninety (\$90.00) Dollars for board and custodial care of the said Anna Wynkoop Marvell, and the further sum of Twenty (\$20.00) Dollars monthly, to be used for the comfort of the Incompetent.

AND, as in duty bound, etc.

George E. Rullman
George E. Rullman

George Marvell
George Marvell

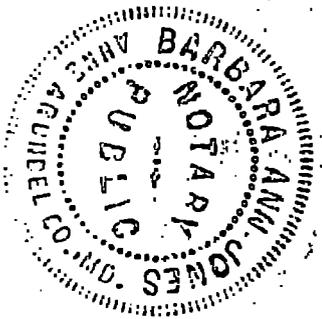
STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 3rd day of October, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George E. Rullman

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and George Marvell, Committee of the Person and Estate of Anna Wynkoop Marvell, Incompetent, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true as therein stated.

Witness my hand and Notarial Seal.



Barbara Ann Jones
Barbara Ann Jones, Notary Public

ORDER

UPON the foregoing Petition and Affidavit, it is this 3d day of October, 1956, by the Circuit Court for Anne Arundel County, sitting in Equity, ORDERED that George E. Rullman and George Marvell, Committee of the Person and Estate of Anna Wynkoop Marvell, Incompetent, be, and they are hereby authorized to withdraw from the funds of this Incompetent the sum of Ninety (\$90.00) Dollars per month, payable to Spring Grove State Hospital, Catonsville, Maryland, and further, that they are authorized to withdraw the sum of Twenty (\$20.00) Dollars per month for her personal comforts and needs.

Benjamin Michaelson
JUDGE

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1956 OCT -4 PM 12:54

IN THE MATTER OF THE ESTATE	:	IN
	:	
	:	THE CIRCUIT COURT
OF	:	FOR
	:	
	:	ANNE ARUNDEL COUNTY
ANNA WYNKOOP MARVELL,	:	
INCOMPETENT	:	NO. 11,852 EQUITY
	:	
	:::	

TESTIMONY ON BEHALF OF PETITIONERS

November 8, 1956

Present:

Mr. George E. Rullman, Solicitor for Petitioners

Mr. John G. Rouse, Jr., Examiner

Mrs. Irene Hazel, Court Stenographer

Witnesses:

George Marvell, pages 2,3,4.

Fred E. Voges, pages 5,6,7,8.

Thomas G. Basil, pages 9, 10.

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1956 NOV 13 PM 3:52

George Marvell, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Rullman)

1. Please state your name and residence.
A. George Marvell, I reside at Dower Farm, Newtown, R.F.D. No. 1, Pennsylvania.
2. Do you know Anna Wynkoop Marvell?
A. She's my mother.
3. And you are the same George Marvell appointed with me by a decree of this Court, dated the 25th day of September, 1956, Committee of the Person and Estate of your mother?
A. I am.
4. You and I both have qualified as such Committee?
A. We have.
5. Where is Mrs. Marvell at the present time?
A. Spring Grove State Hospital, Catonsville, Maryland.
6. Have you visited her recently?
A. Within the past month.
7. What was her condition then? Is she rational?
A. She is both rational and irrational.
8. You saw the doctors' certificate filed with this petition, and would you say that her condition is the same as when these doctors filed this certificate?
A. Yes, if not a little worse.
9. What is the age of your mother?
A. 85 years of age.
10. Now, in our petition here we allege that there is an asset of this estate consisting of a valuable piece of real estate located on Franklin Street, Annapolis, known as 43 Franklin Street, improved by a brick dwelling and surrounding ground, title to which is held by your mother and you as joint tenants and not tenants in common, now, there is such an asset?
A. There is such an asset.

11. I show you an Agreement of Sale entered into between George E. Rullman and George Marvell, Committee of the person and estate of Anna W. Marvell, as the vendor, and C. Victor Barry, as vendee, involving this property at and for a price of \$42,000.00; you and I entered into that, and you, also, entered into that individually?

A. Yes.

12. Now, in your opinion, would it be to the best advantage that this asset be turned into cash and utilized for the benefit of your mother's support and maintenance?

A. Very definitely.

13. Is your mother's condition such that she could ever live in that property herself?

A. She could never live in that property by herself.

14. Then you are asking the Court as an individual and as a co-trustee of your mother's estate to ratify this contract for the advantage of the estate?

A. I am.

15. Is this property now occupied and bringing any revenue in?

A. It is not occupied and brings in no revenue.

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 .. *Yes* ..

Signature .. *George E. Rullman* ..

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

(Mr. Rullman)

1. State your name, residence, business address and occupation.

A. Fred E. Voges, Amberly, R.F.D. No. 2, Annapolis, Md., my business address is 3 Church Circle, Annapolis, Maryland.

2. What business are you engaged in?

A. Real estate.

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

A. A little over 23 years, in Annapolis.

4. During that time have you had experience in appraising real estate?

A. I have.

5. Do you appraise for any financial institutions in Annapolis?

A. I appraise for First Federal Savings and Loan Association.

6. And you have testified as to appraisals in the Circuit Court for Anne Arundel County?

A. Yes, the Circuit Court for Anne Arundel County, the Circuit Court in Upper Marlboro, and the Federal Court in Baltimore.

7. Do you know the property of Mrs. Anna Wynkoop Marvell and Mr. George Marvell on Franklin Street, Annapolis?

A. I do.

8. Have you examined that property or made an appraisal of the property?

A. I have seen it four times, the last time was yesterday and I have made an appraisal of it.

9. What does the property consist of?

A. The property consist of two lots with frontage of 80 feet on Franklin Street and an average depth of 140 Feet. There is also a strip of land belonging to the property 15 feet wide, which connects the rear of the lots with Shaw Street. The lots have several large trees and are beautifully landscaped.

The improvements consist of a two and a half story brick house built in 1913, and a garage. The house is constructed of old brick with a tin roof, foundation and floor supports are of brick and there is a basement with a brick floor under the main house. The first floor has an entrance hall, living room with fireplace, den with full bath, dining room with fireplace, butler's pantry, another pantry, and maid's bathroom. The kitchen is old fashion with no modern equipment and needs complete modernization. There is also a rear stairway to the second floor and elevator. On the second floor is a master bedroom with fireplace, walk in closet and bathroom; and two additional bedrooms with walk-in-closet, and second bathroom. On the third floor are two additional bedrooms, bathroom and two walk in closets, and an unfinished storage space over the kitchen area. The house is heated by hot water plant in good condition, the oil burner being about three years old; domestic hot water is provided by a gas hot water heater. The bathroom fixtures are of the old fashion type, but in good condition. The interior of the house has been recently painted and the floors stained. In general the entire property is ⁱⁿ fairly good condition.

10. Is it in need of some repairs?
- A. I would say the main need of repairs would be in modernization of the kitchen and putting new plumbing fixtures in place of the old fashion type.
11. I show you an agreement for the sale of this property, entered into by the Committee of the Person and Estate of Mrs. Marvell and Mr. George Marvell, individually, as sellers, and C. Victor Barry as the purchaser, for the property that you have just testified to, now, I show you the figure, the selling price of \$42,000.00, is that a fair and adequate price for that property?

A. Comparing it with similiar property and taking into consideration the neighborhood and type of house it is and what it needs in the way of repairs, I would say that is a very fair and adequate price at this time.

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 *Fred E. Coyle*

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

(Mr. Rullman)

1. State your name, residence, business address and occupation.
 - A. Thomas G. Basil, 5 Brook Avenue, Annapolis, and my business address is 12 Church Circle, Annapolis, and I have been engaged in the real estate business for twenty years.
2. Now, Mr. Basil, you have heard Mr. Voges testimony as to the property at 43 Franklin Street and the improvements thereon, do you concur and would that be your testimony?
 - A. We inspected the property yesterday, November 7th, and I concur in the testimony that has been given by Mr. Voges. My testimony would be the same as to the condition of the property.
3. I show you this agreement entered into by the Committee of the Person and Estate of Mrs. Anna W. Marvell and Mr. George Marvell, individually, with C. Victor Barry for the purchase of this property. That is the property of which you have testified to as 43 Franklin Street, Annapolis?
 - A. Yes.
4. I show you the price set out in this agreement of \$42,000.00, now, in your opinion as a real estate operator, is that a fair and adequate price for that property?
 - A. Under the current law I would say it is, considering the obsolete plumbing and bathroom fixtures.
5. You have had experience in appraising property during the twenty years you have been in the real estate business?
 - A. I have appraised real estate for the City of Annapolis, Housing Authority, and for State and Orphan's Courts.

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

Answer *No*

Signature *Thomas E. Quinn*

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

Witness my hand and seal this 13th day of November, 1956.

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

J.R. \$10.00

I.H. \$8.00 *pd*
2/27/57

IN THE MATTER OF THE ESTATE : EQUITY NO. 11, 852
OF : IN THE CIRCUIT COURT FOR
ANNA WYNKOOP MARVELL, INCOMPETENT : ANNE ARUNDEL COUNTY

.....

PETITION FOR RATIFICATION OF CONTRACT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of George E. Rullman, Surviving Committee of the Person and Estate of Anna Wynkoop Marvell, Incompetent, respectfully shows:

First: That by a Decree of this Honorable Court passed on the 25th day of September in the year Nineteen Hundred and Fifty-six, George E. Rullman and George Marvell were appointed Committee of the Person and Estate of Anna Wynkoop Marvell, Incompetent, and qualified as such Committee.

Second: That George Marvell departed this life on or about April 10, 1957, leaving George E. Rullman Surviving Committee of the Incompetent.

Third: That the said Anna Wynkoop Marvell is a patient at Spring Grove State Hospital, Catonsville, Maryland, and her condition is such, according to attending physicians, that her incompetency is permanent and she must always have custodial care and medical attention.

Fourth: An asset of this Estate is a valuable piece of real estate located on Franklin Street in the City of Annapolis, known and designated as No. 43, improved by a brick dwelling and surrounding ground, title to which is held as joint tenants and not as tenants in common by Anna Wynkoop Marvell and George Marvell, her son, the property having been conveyed to them by George E. Rullman, Trustee, by deed dated September 17, 1942 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 268, folio 266. That on the death of George Marvell, the title became a fee simple title to said Anna Wynkoop Marvell. A certified copy of said deed has been filed in this proceeding and is prayed to be taken as a part hereof and marked Exhibit No. 1.

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1957 JUN 17 AM 10:11

Fifth: A portion of this property was conveyed originally to Anna Wynkoop Marvell by Nevett Steele and Anna B. Steele, his wife, by deed dated May 31, 1911 and recorded among the Land Records of Anne Arundel County in Liber G.W. 87, folio 202; another portion was conveyed to Anna Wynkoop Marvell by Nevett Steele and Anna B. Steele, his wife, et al, by deed dated June 4, 1912 and recorded among the aforesaid Land Records in Liber G.W. 91, folio 281; another portion of the property was conveyed to Anna W. Marvell by Marie Holden, widow, by deed dated May 3, 1918, and recorded as aforesaid in Liber G.W. 139, folio 243; and the entire property was conveyed to George E. Rullman, Trustee, by Anna Wynkoop Marvell by deed dated September 17, 1942 and recorded as aforesaid in Liber J.H.H. 268, folio 265, who conveyed the property to the said Anna Wynkoop Marvell and George Marvell, her son, as joint tenants and not as tenants in common, said deed referred to as Exhibit No. 1, which has been heretofore filed in this proceeding. Certified copy of deeds mentioned in this paragraph have heretobeen filed in this proceeding and prayed to be taken as a part hereof as Exhibits Nos. 2,3,4, and 5.

Sixth: The dwelling mentioned and described in said deed will require extensive improvements and it is doubtful whether sufficient rental could be obtained from the property to make it a paying investment for this Estate. Accordingly, your Petitioner has entered into a Contract of Sale dated June 13, 1957 at and for the figure of Thirty-eight Thousand Dollars (\$38,000.00), of which amount Thirty-eight Hundred Dollars (\$3,800.00) has been deposited. The prospective purchaser is William Dixon Stevens. The original contract is filed herewith and prayed to be taken as a part hereof and marked Exhibit No. 6.

Seventh: In the opinion of your Petitioner, it would be to the best interests of this Estate to sell this property in accordance with the Contract of Sale and invest the proceeds therefrom for the support and maintenance of Mrs. Marvell, who is an aged person and by reason of her incompetence, physical and mental condition, cannot occupy this property as a home.

NOW, THEREFORE, your Petitioner prays your Honors to pass an Order in the premises ratifying the Contract of Sale entered into by your Petitioner and William Dixon Stevens for the purchase of the property

mentioned in this Petition, and further, that this Petition be referred to one of the standing examiners of this Court in order that testimony may be taken to sustain and support the allegations contained therein.

AND, as in duty bound, etc.

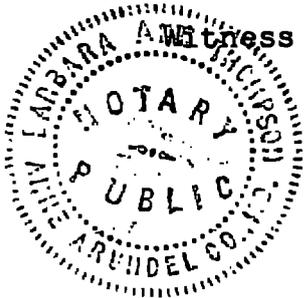
George E. Rullman

George E. Rullman,
Surviving Committee of the Person
and Estate of Anna Wynkoop Marvell,
Incompetent

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

I hereby certify that on this 17th day of June, in the year 1957, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George E. Rullman, Surviving Committee of the Person and Estate of Anna Wynkoop Marvell, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true as therein stated.

Witness my hand and Notarial Seal.



Barbara Ann Thompson

Barbara Ann Thompson, Notary Public

ORDER

UPON the foregoing Petition and Affidavit, it is thereupon, this 17th day of June, 1957, ORDERED by the Circuit Court for Anne Arundel County, sitting in Equity, that this Petition be referred to one of the standing Examiners of this Court in order that testimony may be taken to sustain the allegations contained therein.

Benjamin Nicholson
JUDGE

FILED

1957 JUN 17 PM 3:27

IN THE MATTER OF THE ESTATE : IN THE CIRCUIT COURT FOR
OF : ANNE ARUNDEL COUNTY
ANNA WYNKOOP MARVELL, INCOMPETENT : EQUITY NO. 11, 852

:::::

TESTIMONY IN BEHALF OF PETITIONER

June 26, 1957

PRESENT:

Mr. George E. Rullman, Solicitor for Plaintiff

Mr. John G. Rouse, Court Examiner

Mrs. Shirley M. Miller, Court Stenographer

Witnesses:

Mr. T. C. Worthington, pages 2 - 4

Mr. Charles F. Lee, Jr., pages 5 -6

Mr. George E. Rullman, page 7

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1957 JUN 27 AM 11:11

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

(Rullman)

1. Would you state your name, residence and occupation?
A. Thomas Carroll Worthington, Annapolis, Maryland, Realtor since 1923.
2. Do you have an office in Annapolis?
A. I do, in the Towns Worth Building.
3. Are you actively engaged as a realtor?
A. I am.
4. How long did you say you were a realtor?
A. Since 1923.
5. Are you connected with any financial institution in Annapolis?
A. I am. The Annapolis Banking and Trust Company.
6. In what capacity?
A. Director, and appraiser.
7. Do you know the property designated and numbered as 43 Franklin Street, Annapolis?
A. I do.
8. To your knowledge, is that ^{what} we know as the Marvell residence?
A. It is.
9. Did you have an opportunity to look at that property?
A. I did. I went over it thoroughly last week.
10. I hand you now, a certified copy of a deed from George E. Rullman, attorney, to Anna Wynkoop Marvell and George Marvell. This deed is dated September 17th, 1942 and is conveyed to these parties mentioned as joint tenants and not as tenants in common. Will you look at that and ^{if} see that describes the property that you examined and looked at?

- A. It is.
11. I would like to offer that as an exhibit.
(CERTIFIED COPY OF DEED DATED SEPTEMBER 17, 1942 BY
AND BETWEEN GEORGE E. RULLMAN AND ANNA WYNKOOP MARVEL
AND GEORGE MARVELL FILED HEREWITH MARKED EXAMINER'S
EXHIBIT NO. 1)
12. I Would like to offer this certified copy as an exhibit/
(CERTIFIED COPY OF DEED DATED JUNE 4, 1912. BETWEEN
NEVETT STEELE AND ANNA B. STEELE AND KATE W. RANDALL,
AND ANNA WYNKOOP MARVELL, FILED HEREWITH MARKED
EXAMINER'S EXHIBIT NO. 2.)
13. I would like to offer this certified copy as an exhibit.
(CERTIFIED COPY OF DEED DATED MAY 31, 1911, BETWEEN
NEVETT STEELE AND ANNA B. STEELE AND KATE W. RANDALL
AND ANNA WYNKOOP MARVELL, FILED HEREWITH MARKED
EXAMINER'S EXHIBIT NO. 3.)
14. I would like to offer this copy of the deed as an exhibit.
(CERTIFIED COPY OF DEED DATED MAY 3, 1918, BETWEEN MARIE
HOLDEN AND ANNA W. MARVELL FILED HEREWITH MARKED
EXAMINER'S EXHIBIT NO. 4.)
15. I would like to offer this deed as an exhibit.
(CERTIFIED COPY OF DEED DATED SEPTEMBER 17, 1942, BY
BETWEEN ANNA WNYCOOP MARVELL, AND GEORGE E. RULLMAN
FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 5.)
16. That is a complete chain of title to the property.
Now Mr. Worthington, I show you a Contract of Sale to
this property entered into between George E. Rullman,
surviving Committee of Anna W. Marvell, incompetent,
and William Dixon Stevens. It calls for the purchase
of this property at a figure of \$38,000.00 of which
\$3,800.00 has been paid on account. Now, I ask you, as

a practicing realtor, is in your opinion, this a fair an adequate price for this property?

A. In my opinion it is very adequate.

17. Very adequate. Would you describe the condition of this property?

A. This property is a two and one half story, brick, tin roof, has ten rooms, five baths, full basement. Needs a good bit of repairs, bath rooms are all old, and the kitchen is just a barren room with a sink, the heating plant is about forty years old.

18. Do you know Mrs. Marvell's condition?

A. I do.

19. Is her condition such that she could come back and live in that property?

A. I don't think so.

(CONTRACT OF SALE DATED JUNE 13, 1957, BETWEEN GEORGE E. RULLMAN AND WILLIAM DIXON STEVENS FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 6)

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..... *[Handwritten Signature]*

Charles F. Lee, Jr., a witness of lawful age, being first duly sworn, deposes and says:

(Rullman)

1. Would you state your name, residence and occupation, please?
A. Charles F. Lee, Jr., Realtor, Annapolis, Maryland.
2. How long have you been a realtor?
A. Since 1932.
3. Do you have an office in Annapolis?
A. I do, in the Lee Building
4. Are you an active practicing realtor?
A. Yes.
5. Have you sold property in and around Annapolis, that is as agent?
A. I have.
6. Have you ever been called on to make appraisals?
A. I have.
7. For whom?
A. For various banks and individuals.
8. Have you testified as to evaluations in the Circuit Court of Anne Arundel County?
A. Yes, I have.
9. Do you know the property designated as 43 Franklin Street, Annapolis, Maryland, we call the Marvell dwelling?
A. I do.
10. Have you examined or looked at that property?
A. I have.
11. When did you last look at it?
A. This morning.
12. You have an opportunity to hear the testimony of Mr. Worthington with reference to the deeds that have been offered. Are they the deeds for that property?

A. Yes, that describes the property?

13. Will you describe that property further as to improvements thereon?

A. It consists of one dwelling, two and one half stories, ten rooms.

14. What is the construction of it?

A. Brick construction. Garage, tin roof, the condition of the house is fair. The heating plant seems to be very old, the floors need quite a bit of work.

15. How about the plumbing?

A. The plumbing is antiquated.

16. I now hand you Contract of Sale entered into by and between George E. Rullman, surviving committee of Anna W. Marvell, incompetent and William Dixon Stevens, calls for the sale of this property on and for a figure of \$38,000. of which \$3,800. has been paid on the signing of this agreement. In your opinion as a practicing realtor, is that a fair and adequate price for this property?

A. It is a very fair price.

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 *Chas. F. Leifer*

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

My name is George E. Rullman. I practice law in Annapolis. My office is in the Lee Building, Church Circle. On the 25th day of September, 1956, George Marvell and myself were appointed committee of the person, and extate of Anna W. Marvell, incompetent, and we qualified as such. On or about, the 11th day of April, 1957, I received a message from Mrs. Alice Marvell, who is the wife of George Marvell, advising me that he had suddenly died, and I would like to offer a clipping from the Evening Capitol, dated April 10th, 1957, an obituary of George Marvell, deceased.

(OBITUARY NOTICE OF GEORGE MARVELL FILED HEREWITH
MARKED EXAMINER'S EXHIBIT NO. 7.)

The only living heir at law of Mrs. Marvell, is a granddaughter, the daughter of George Marvell. She lives at New Hope, Pennsylvania. She has advised me that she does not care to inherit this property and she consents to this proceedings.

In view of the condition of that property it would not be a paying asset of this estate, due to the fact, that it would take a great deal of money to put it in a rentable condition and it is very doubtful, and I would say that it would almost be impossible to realize a sufficient rental from the property if it were carried as an asset of this estate. It is my studied opinion that it would be to the best interest of all parties concerned in this estate, that the property be sold in accordance with the contract offered in evidence, and that the proceeds therefrom be invested for the benefit, support and maintenance of the incompetent.

QUESTION BY THE EXAMINER:

LIBER 106 PAGE 225

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. *no*

Answer *George J. Fullman*

Signature

There being no further witnesses to be examined on behalf of the Plaintiff at this time, and no further testimony desired in 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 *27th* day of June, 1957

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

~~J. R. \$10.00~~

S. M. \$ 8.00

Church Cemetery
Landing.

*buried
Oct 13, 1957*

Lt. Comdr.
George Marvell, USN,
(ret.)

Lt. Comdr. George Marvell, USN (ret.), a graduate of the Naval Academy in the Class of 1914, died Wednesday in his home in Bucks County, Pa. Born in 1893, he was the son of Mrs. G. R. Marvell and the late Admiral G. R. Marvell, USN. He was retired from active service in the Navy in 1935, was called back on duty in 1939 and retired again in 1940. Funeral services will be held at 3 P. M. tomorrow from the Thompson Memorial Church at New Hope, Pa.

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W. Thomas

*Examiner's Exhibit No 7
Estate of Anne W. Marvell, recognized
Equity No 11,852
John S. Roman L. Examiner*

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1957 JUN 27 AM 11:11

IN THE MATTER OF THE ESTATE : EQUITY NO. 11,852
 OF : IN THE CIRCUIT COURT FOR
 ANNA WYNKOOP MARVELL, INCOMPETENT : ANNE ARUNDEL COUNTY

DECREE FOR SALE OF INCOMPETENT'S REAL ESTATE

This cause, standing ready for hearing and being submitted, and the proceedings, exhibits and testimony all having been read and fully considered by the Court.

It is thereupon, this 10th day of July, 1957, by the Circuit Court for Anne Arundel County in Equity Adjudged, Ordered and Decreed that the Incompetent's real estate mentioned in these proceedings be sold, either at public or private sale. That George E. Rullman be, and he is hereby, appointed ~~Trustee~~ ^{Surviving Committee} to make said sale, and that the course and manner of his proceedings shall be as follows:

He having heretofore filed with the Clerk of This Court a Bond to the State of Maryland, executed by himself, and a surety, which Bond has been approved, 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 sell the Incompetent's real estate as in his discretion may be for the best interests of the Incompetent, and if sold at public sale, give the required notice of the time, place and manner of sale by advertisement in accordance with the practice of this Court, and if sold at private sale, the terms shall be cash upon delivery of deed; and as soon as may be convenient after such sale, the said ~~Trustee~~ ^{Surviving Committee} shall return to this Court a full and particular account of the same, with an annexed affidavit of the truth thereof and of the fairness of sale; and on the ratification of such sale by the Court and upon payment of the whole purchase money therefor, and not before, the said ~~Trustee~~ ^{Surviving Committee} shall, by a good and sufficient deed to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers of such property, his, her or their heirs, the Incompetent's real estate mentioned in these proceedings, free and clear and discharged from all claims of the Incompetent's estate and those claiming by, from or under

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1957 JUL 10 AM 9:40

them or any of them; and the said ~~Trustees~~^{Surviving Committee} shall bring into this Court the money arising from said sale, to be administered under the direction of this Court after deducting the costs of this proceeding then due and unpaid, and such commission thereon to the said ~~Trustees~~^{Surviving Committee} as this Court may think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

Benjamin Michaels
JUDGE

(Code Art. 16 Sect. 140)

Melvin's Plat of Murray Hill, which plat is recorded among the Land Records of Anne Arundel County in G. W. 1, folio 17; being the same property which was conveyed to Anna Wynkoop Marvell by Nevett Steele and wife, by deed dated May 31, 1911, and recorded among the Land Records aforesaid in G. W. 87, folio 202, in which deed said property is more particularly described.

Second: All that lot or parcel of land situate in the City of Annapolis, Maryland, having a frontage on the northwest side of Franklin Street of 40 feet, with an irregular depth therefrom and being a part of Lot Number 1, of Block "G", as designated on Melvin's Plat of Murray Hill, which plat is recorded among the Land Records aforesaid in G. W. 1, folio 17. Being the same property which was conveyed to the said Anna Wynkoop Marvell by Nevett Steele and wife, et al, by deed dated June 4, 1912, and recorded as aforesaid in G. W. 91, folio 281, in which deed said property is more particularly described.

Third: All that piece or parcel of ground situate in the City of Annapolis, Maryland, having a frontage of 15 feet on the southwest side of Shaw Street, containing 1725 square feet of land according to a survey made by J. Carson Boush, Surveyor, May 1, 1918. Being the same property which was conveyed to Anna W. Marvell by Marie Holden, widow, by deed dated May 3, 1918, and recorded among the Land Records aforesaid in G. W. 139, folio 243, in which deed said property is more particularly described.

The Committee further reports that it has received from the purchaser a deposit of Three Thousand Eight Hundred Dollars (\$3,800.00) as hereinbefore stated, and the purchaser has agreed to comply with the terms of sale which are as follows: The balance of the purchase money to be paid in cash on ratification of sale on or before September 1, 1957. All taxes and public charges to be adjusted to date of final ratification of this reported sale.

Respectfully submitted,

George E. Rullman

George E. Rullman, Surviving
Committee of the Person and
Estate of Anna Wynkoop Marvell,
Incompetent

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 12th day of July, 1957, before
the subscriber, a Notary Public of the State of Maryland, in and for the
County aforesaid, personally appeared George E. Rullman, Surviving Com-
mittee of the Person and Estate of Anna Wynkoop Marvell, Incompetent,
and made oath in due form of law that the matters and facts stated in
the foregoing Report of Sale are true as therein set forth and that the
sale was fairly made.

Witness my hand and Notarial Seal,



Janet Schnoor
Janet Schnoor, Notary Public

IN THE MATTER OF THE ESTATE OF

ANNA WYNKOOP MARVELL,
incompetent

~~XXXXXX~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,852 Equity

Ordered, this 12th day of July, 1957, That the sale of the property in these proceedings mentioned made and reported by GEORGE E. RULLMAN, Surviving Committee of the Person and ~~Trustee~~ Estate of Anna Wynkoop Marvell, Incompetent.

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16th 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 16th day of August next.

The report states that the amount of sales ^{was} ~~to be~~ \$38,000.00

Filed 1957 July 12, P.M. 4:26

George T. Brownell

Clerk.

True Copy,

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE ESTATE OF

ANNA WYNKOOP MARVELL,
incompetent

~~XXXXXX~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 17th day of August, 1957, that the sale made and reported by the ~~Trustee~~ ^{Surviving Committee} 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~~ ^{Surviving Committee} allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

FILED

1957 AUG 19 PM 12:13

Benjamin Nicholson
Judge

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 6, 1957

We hereby certify, that the annexed

Order Nisi Eq. 11,852
Sale.

Anna Wynkoop Marvell
incompetent.

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 16th

day of August, 1957. The first

insertion being made the 15th day of

July, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By D. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 11,852 Equity

IN THE MATTER OF THE ESTATE OF ANNA WYNKOOP MARVEL, Incompetent.

Ordered, this 12th day of July, 1957, That the sale of the property in these proceedings mentioned made and reported by GEORGE E. RULLMAN, Surviving Committee of the Person and Estate of Anna Wynkoop Marvell, Incompetent BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16th 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 16th day of August next.

The report states that the amount of sale was \$88,000.00.

GEORGE T. CROMWELL, Clerk.

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

A-5

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1957 AUG -7 AM 11:41
EC.

IN THE MATTER OF THE	:	IN THE
ESTATE OF	:	CIRCUIT COURT
ANNA WYNKOOP MARVELL,	:	FOR
INCOMPETENT	:	ANNE ARUNDEL COUNTY
	:	NO. 11,852 EQUITY
	:	
	:	

PETITION TO AMEND NUNC PRO TUNC

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of George E. Rullman, Surviving Committee in the above entitled cause, respectfully represents:

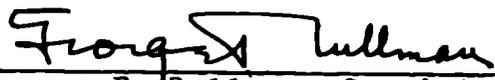
(1) That by Decree of this Court, dated September 25, 1956, George Marvell and your Petitioner, George E. Rullman, were appointed Committee for the person and estate of Anna Wynkoop Marvell, Incompetent, and thereafter duly qualified by filing their approved bond.

(2) That the said George Marvell departed this life on April 10, 1957, leaving your Petitioner, George E. Rullman, Surviving Committee of the said Incompetent.

(3) That by Decree dated July 10, 1957, for the sale of the real estate, your Petitioner was named "Trustee" to make said sale instead of "Surviving Committee".

WHEREFORE, your Petitioner prays this Honorable Court to amend the pleadings filed in the case, and especially the aforesaid Decree of this Court dated July 10, 1957, substituting the words "Surviving Committee" in lieu of "Trustee" wherever same appears.

AND, as in duty bound, etc.



 George E. Rullman, Surviving
 Committee

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1957 SEP 16 AM 9:30

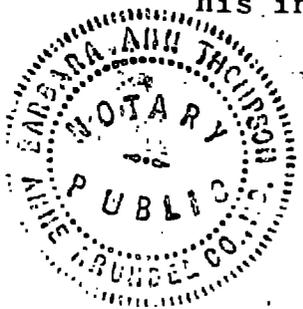
63

AFFIDAVIT

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

I hereby certify that on this 16th day of September, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George E. Rullman, Surviving Committee for the person and estate of Anna Wynkoop Marvell, Incompetent, and he made oath in due form of law that the matters and facts set forth in the foregoing Petition to Amend Nunc Pro Tunc are true to the best of his information, knowledge and belief.

As witness my hand and notarial seal.



Barbara Ann Thompson
Barbara Ann Thompson, Notary Public

ORDER OF COURT

UPON the foregoing Petition and Affidavit, the Circuit Court for Anne Arundel County, in Equity, this 16th day of September, 1957, authorized and directs the Clerk of the said Court to substitute and amend the pleadings in this case, and especially the Court's Decree of July 10, 1957, by substituting the words "Surviving Committee" in place of "Trustee" wherever same appears.

Benjamin Nicholas
JUDGE

FILED

1957 SEP 17 AM 10:34

Dr. In the Matter of the Estate of Anna Wynkoop Marvell, Incompetent in ac.

To Committee for Commissions, viz:	1,040	00	1,040	00
To Committee for Court Costs, viz:				
Defendant's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	76	00		
John G. Rouse, Jr. - Examiner's fee	10	00		
Irene Hazel - Stenographer's fee (first sale)	8	00		
Shirley Miller - Stenographer's fee (second sale)	8	00		
Auditor - stating this account	36	00	148	00
To Committee for Expenses, viz:				
Capital-Gazette Press - order nisi on Sale	8	00		
Capital-Gazette Press - order nisi on Account	6	00		
T. Carroll Worthington - appraisal and testimony	50	00		
Charles F. Lee - appraisal and testimony	50	00		
The Jos. D. Lazenby Co. - broker's commission on sale	1,900	00		
One-half Federal documentary stamps	20	90		
One-half State documentary stamps	20	90		
Barbara Ann Thompson - notary fees	1	50		
Janet Schnoor - notary fee		50	2,057	80
To Committee for Taxes, viz:				
1957 Annapolis City taxes (\$295.22) - adjusted - 2½ months	41	40		
H. Stanley Clark, Register of Wills - inheritance tax on joint tenancy of George Marvell, deceased	190	00	231	40
Balance in hands of George E. Rullman, Surviving Committee of Anna Wynkoop Marvell - subject to further order of Court	34,593	96	34,593	96
			38,071	16

with

George E. Rullman, Surviving Committee

Cr.

1957

Aug. 17	Proceeds of Sale (Contract dated 6/13/57)	38,000	00	38,000	00
---------	--	--------	----	--------	----

	Refund 1957 State and County taxes (\$243.95) - three and one-half months	71	16	71	16
--	---	----	----	----	----

				38,071	16
--	--	--	--	--------	----

ORDER NISI

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

In the Matter of the Estate
of
VERSUS
Anna Wynkoop Marvell,
Incompetent

No. 11,852 Equity.

ORDERED, This 1 day of October, 1957, That the Report and Account of the Auditor, filed this day in the above entitled cause,

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

George T. Cromwell
Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 5th day of November, 1957, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the estate apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge

FILED

1957 NOV-5 PM 12:23

FILED 1957 Oct. 1 AM 11:45

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 28, 1957

We hereby certify, that the annexed _____

Order Nisi Eq. 11,852
Auditor account

Anna Wynkoop Marvell

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 4th

day of November, 1957. The first

insertion being made the 3rd day of

October, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,852 Equity
In the Matter of the Estate of
ANNA WYNKOOP MARVELL,

Incompetent
Ordered, this 1st day of October,
1957, That the Report and Account
of the Auditor, filed this day in the
above entitled cause BE RATI-
FIED AND CONFIRMED, unless
cause to the contrary be shown on
or before the 4th day of November
next; Provided, a copy of this
Order be inserted in some news-
paper published in Anne Arundel
County, once in each of three suc-
cessive weeks before the 4th day
of November next.

GEORGE T. CROMWELL, Clerk
True Copy: TEST:
GEORGE T. CROMWELL, Clerk
O-17

FILED

No. E.C. 1957-004-28 AM 10:41

WILLIAM C. ROGERS, Attorney *
Named in Mortgage *
VS *
LAVERE EUGENE WALLACE and *
GRACE S. WALLACE, his wife and *
CHARLES RUSSELL HOWARD and *
JANET LEE HOWARD, his wife *

IN THE
CIRCUIT COURT

FOR
ANNE ARUNDEL COUNTY

No. 12,189 Equity

* * * * *

MR. CLERK:

Please docket Suit in the above entitled case
and file Petitioner's Exhibits "A" and "B".

[Signature]
WILLIAM C. ROGERS, Attorney
Named in Mortgage

[Signature]
Winson G. Gott, Jr., Lee Bldg. Annapolis
Attorney for Plaintiff

FILED

1957 JUN -8 AM 11:04

5924
MARYLAND
No. 13, 189 Equity

MORTGAGE PETITIONER'S EXHIBIT "A"

THIS MORTGAGE, made this 4th day of August, A. D. 19 54, by
and between LAVERE EUGENE WALLACE and GRACE S. WALLACE, his wife, - - - -

of Anne Arundel County - - - - - , in the State of Maryland, hereinafter
called the Mortgagor, and ROWILL TITLE HOLDING CORPORATION, - - - - -

a corporation organized and existing under the laws of the State of Maryland - - - - -
hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee*,* is justly indebted to the Mortgagee for a loan
contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of
NINETY-NINE HUNDRED NINETY - - - - - Dollars (\$ 9990.00),
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 ROWILL TITLE HOLDING CORPORATION - - - - - , in
Baltimore City, State of - - -- Maryland, or at such other place as the holder hereof may
designate in writing delivered or mailed to the Mortgagor, in monthly installments of FIFTY DOLLARS AND
SIXTY-TWO CENTS - - - - - Dollars (\$ 50.62), commencing on the first day of
September - - -, 19 54, and continuing on the first day of each month thereafter until the principal
and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be
due and payable on the first day of August - - - - - , 19 84 . Privilege is reserved to prepay
at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of
one installment, or one hundred dollars (\$100), whichever is less.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date
hereof.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment
thereof, with interest, should be secured by the execution of these presents.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of
One Dollar (\$1) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant,
convey, and assign unto the Mortgagee, its successors and assigns, all the following described property in
Anne Arundel County - - - - - , in the State of Maryland, to wit:

BEING known and designated as Lot No. 7 as shown on the Plat of
Belvedere Heights Section 2 which Plat was recorded among the Land
Records of Anne Arundel County on April 1, 1954 in Plat Cabinet No. 4
Rod G-8 Plat No. 7. Situate on the west side of Harmony Avenue near
Broadwater Road.

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 HILDA
E. MILLER, unmarried, to LAVERE EUGENE WALLACE and GRACE S. WALLACE, his
wife, the within Mortgagors.

FILED

* Delete italicized words if Mortgagee is not a building and loan association.

1957 JUN -8 AM 11.04

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:

AND WHEREAS, It is mutually understood and agreed by and between the parties hereto that ~~all~~ the buildings, walks, fences, shrubbery, driveways, improvements and fixtures of every kind, including stoves, refrigerators, bathroom fixtures, equipment and accessories, breakfast nook furniture, ranges, cabinets, shades, venetian blinds, heaters, boilers, radiators, engines, machines, motors, screens, screen doors, blinds, doors, storm windows, storm doors, hardware, wires, switches, electric fixtures, bells, insulations, and all other waters, plumbing, piping, tubing, laundry tubs, washing machines, ventilating and heating equipment, including, stokers, oil burners, tanks, air conditioning equipment now upon or which may hereafter be placed upon said property, shall be deemed to be fixtures and part of the realty herein conveyed but whether or not of the nature of fixtures they shall be deemed and shall constitute part of the security for the indebtedness herein mentioned, and shall be covered by this mortgage;

To HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein with the benefit of renewal forever, subject to the payment of the annual rent of \$84.00 payable half-yearly on the fourth - - - - - day of February and August - - - - - in each and every year.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

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

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

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.
- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
- (I) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums;
 - (II) interest on the indebtedness secured hereby; and
 - (III) amortization of the principal of said indebtedness.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

2. If the total of the payments made by the Mortgagor under (a) of paragraph 1 preceding shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment for the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of (a) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under (a) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate provided for in the principal indebtedness from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

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

7. He will continuously maintain hazard insurance, of such type or types and amounts as the Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

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

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for thirty days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or WILLIAM C. ROGERS, its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of ONE HUNDRED 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 Mortgagees, 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:

Lavere Eugene Wallace (SEAL)
LAVERE EUGENE WALLACE
Grace S. Wallace (SEAL)
GRACE S. WALLACE
(SEAL)
(SEAL)

Gertrude Lyons McNeil
GERTRUDE LYONS MCNEIL

STATE OF MARYLAND, City of Baltimore to wit:

I HEREBY CERTIFY, That on this 4th day of August, 19 54, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared LAVERE EUGENE WALLACE and GRACE S. WALLACE, his wife, - - - - - the above named Mortgagors, and they acknowledged the foregoing mortgage to be their - - - - - act.

At the same time also personally appeared STANLEY L. HOLMES, - - - - - 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.

Recorded- 10 Aug. 1954,
at 1:15 P.M.

My commission expires May 2nd, 1955.

Gertrude Lyons McNeil
GERTRUDE LYONS MCNEIL, Notary Public

For value received We, Rowill Title Holding Corporation, hereby assign the within Mortgage unto Vermont Federal Savings and Loan Association. Witness the corporate Seal of Rowill Title Holding Corporation and the signature of E. TAYLOR BODEN, Vice President, duly authorized and attested this 4th day of August, 1954.

WITNESS:

ROWILL TITLE HOLDING CORPORATION

Gertrude Lyons McNeil
GERTRUDE LYONS MCNEIL

BY: *E. Taylor Boden*
E. TAYLOR BODEN
Vice President

Recorded- 10 Aug., 1954, at 1:15 P.M.

FILE NO. 26523
WRITTEN BY *[Signature]*
FORM APPROVED *[Signature]*
READY FOR RECORD

STATE OF MARYLAND

Mortgage

FROM

LAVERE EUGENE WALLACE and
GRACE S. WALLACE, his wife

TO

ROWILL TITLE HOLDING CORPORATION

and Short-Assigned to VERMONT FEDERAL

SAVINGS AND LOAN ASSOCIATION

Received for Record 10 at 1:15 P.M.
19 54, at 1:15 o'clock
Same day recorded in Liber 106
No. 503 Folio 348
one of the Land Records of M&CO

and examined per

JOHN H. HOPKINS, Sec. Clerk.

Cost of Record, \$

Received for RETURN of same to *[Signature]*
and the same day recorded in Liber 106
J. H. H. No. 503 Folio 348 Liber
Records of Anne Arundel County.
Clerk 100
100
[Signature]
10/10

LIBER 853 PAGE 352

LIBER

ASSUMPTION OF PRIOR MORTGAGE

PETITIONER'S EXHIBIT "B"

No. 12,189

Equity

FOR VALUE RECEIVED, The undersigned, ~~promoters~~ purchasers and ~~grantees~~

Grantees in the Deed, of property ~~now~~ known as Lot 7 Belvedere Heights Section 2 situate on the west side of Harmony Avenue in ~~Baltimore City or Baltimore County~~, now covered by a Mortgage dated August 4, 1954 ~~in Baltimore County or Baltimore County~~ Anne Arundel County and recorded among the Land Records of ~~Baltimore County or Baltimore County~~ Anne Arundel County therein referred to as LAVERE EUGENE ~~County~~ in Liber J.H.H. No. 853 folio 348 from LAVERE E./ WALLACE and GRACE S. WALLACE, his wife to ROWILL TITLE HOLDING CORPORATION and short assigned----- to VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION, do hereby covenant and agree with said Association, its successors and assigns, to assume and pay the principal debt and interest secured by aforesaid Mortgage, in accordance with the terms of said Mortgage, to the same extent as if said undersigned has been the Mortgagor~~s~~ making the covenants therein contained; nothing, however, to be construed as releasing, impairing or in any manner affecting any rights of said Association against said Mortgagors, nor as an agreement by said Association to substitute this obligation for the obligation of said Mortgagors, or to alter or extend the time or manner of performance of said covenants of said Mortgage.

AS WITNESS our hands and seals this

31st day of May, 1956.

Charles Russell Howard (SEAL)
 CHARLES RUSSELL HOWARD

Janet Lee Howard (SEAL)
 JANET LEE HOWARD

TEST:

Arthur Goldstein
 Arthur Goldstein

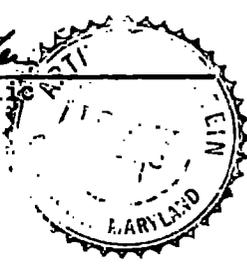
STATE OF MARYLAND, City of Baltimore, to wit:

I HEREBY CERTIFY, That on this 31st day of May, 1956,

before me, the subscriber, a Notary Public, for the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared, CHARLES RUSSELL HOWARD and JANET LEE HOWARD, his wife the persons named in the foregoing Assumption of Mortgage, satisfactorily proven to be the persons whose names are subscribed in the foregoing instrument, and they acknowledged the foregoing instrument to be their act and deed and that they executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Arthur Goldstein
 Notary Public
 Arthur Goldstein



My commission expires May 6th, 1957.

FILED
 1957 JUN -8 AM 11:04

WE, LAVERE E. WALLACE and GRACE S. WALLACE, his wife, do hereby authorize the Association to allow CHARLES RUSSELL HOWARD and JANET LEE HOWARD his wife to assume the ~~the~~ Mortgage as heretofore stated, with the understanding that we are also to remain liable on the conditions, covenants, etc., as set forth in said Mortgage hereinbefore referred to.

Laver E. Wallace (SEAL)
LAVERE E. WALLACE

Grace S. Wallace (SEAL) (SEAL)
GRACE S. WALLACE

TEST:

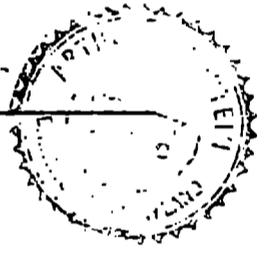
Arthur Goldstein
Arthur Goldstein

STATE OF MARYLAND, City of Baltimore, to wit:

I HEREBY CERTIFY, That on this 31st day of May, 1956, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City aforesaid, personally appeared LAVERE E. WALLACE and GRACE S. WALLACE, his wife, - - - - - the persons named in the foregoing Assumption of Mortgage, satisfactorily proven to be the persons whose names are subscribed to the foregoing instrument, and they acknowledged the foregoing instrument to be their act and deed and that they executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Arthur Goldstein
Notary Public
Arthur Goldstein



My commission expires May 6th, 1957.

Rec'd for record June 30, 1956 at 10:54 AM.
Mailed to William C. Rogers

FILE NO. 26523

WRITTEN BY M.R.V.

FORM APPROVED [Signature]

READY FOR RECORD [Signature]

ASSUMPTION OF
PRIOR MORTGAGE

BETWEEN:

CHARLES RUSSELL
HOWARD and JANET LEE
HOWARD, his wife

AND:

VERMONT FEDERAL
SAVINGS AND LOAN
ASSOCIATION

PROPERTY:

Lot 7 Belvedere Heights
Section 2, situate on the
west side of Harmony
Avenue, A. A. Co. Md.

RECORDED IN
LIBER 106 PAGE 248
OF THE RECORDS OF
ANNE ARUNDEL COUNTY

1955 JUN 20 AM 10: 56

& RECORDED IN LIBER 61C

NO 1037 FOLIO 499

GEO. I. GORMAN, CLERK

WILLIAM C. ROGERS
ATTORNEY AT LAW
THE ROGERS BUILDING
113 E. BALTIMORE STREET
BALTIMORE 2, MD.

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
VS	*	FOR
LAVERE EUGENE WALLACE and	*	ANNE ARUNDEL COUNTY
GRACE S. WALLACE, his wife and	*	
CHARLES RUSSELL HOWARD and	*	
JANET LEE HOWARD, his wife	*	

12, 189

* * * * *

AFFIDAVIT OF MILITARY STATUS

STATE OF MARYLAND)
) To Wit:
 CITY OF BALTIMORE)

On this 10th day of July, 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 upon diligent inquiry it has been found that Lavere Eugene Wallace, one of the original mortgagors in this matter (who with his wife assigned their interest in the mortgaged property to Charles Howard Russell and wife who also assumed the mortgage) was in the United States Navy at the time the mortgage in this matter was executed on August 4, 1954, and prior thereto for many years, and that he is still in the United States Navy; that Grace S. Wallace, his wife, and Charles Russell Howard and Janet Lee Howard, his wife, the other three parties named in this cause are not in the Military service of the United States.

[Signature]
 WILLIAM C. ROGERS, Affiant

Sworn to, acknowledged and subscribed to before me, the day and year first above written.

[Signature]
 Notary Public

FILED
 1957 JUL 11 PM 12:55

8

WILLIAM C. ROGERS, Attorney * IN THE
 *
 Named in Mortgage * CIRCUIT COURT.
 *
 VS *
 *
 LAVERE EUGENE WALLACE and * FOR
 *
 GRACE S. WALLACE, his wife and * ANNE ARUNDEL COUNTY
 *
 CHARLES RUSSELL HOWARD and * No. 12.189 Equity
 *
 JANET LEE HOWARD, his wife *

* * * * *

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Vermont Federal Savings and Loan Association under the mortgage from Laverre Eugene Wallace and Grace S. Wallace, his wife, to Rowill Title Holding Corporation, dated August 4, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 853, folio 348; which mortgage was assumed by Charles Russell Howard and Janet Lee Howard, his wife, dated May 31, 1956 and recorded in Liber G.T.C. No. 1037, folio 499. (Short assignment to Vermont Federal Savings and Loan Association by Rowill Title Holding Corporation, dated August 4, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 853, folio 352).

July 9, 1957

Laverre Eugene Wallace and Grace Wallace

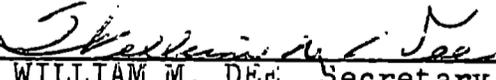
Assumed by:

Charles R. Howard and Janet Lee Howard
 Lot 7, Plat of Belvedere Height, Sec. 2
 Anne Arundel County, Maryland

Original Amount of Loan	\$9,990.00
Interest due from 8/9/54 through 7/13/57	1,289.89
Ground rents	210.00
Taxes	371.90
Fire Insurance	92.92
Sanitation charge	26.25
	<u>\$11,980.96</u>
Less Amount of Payments	1,852.32
Balance due	<u>\$10,128.64</u>

VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION

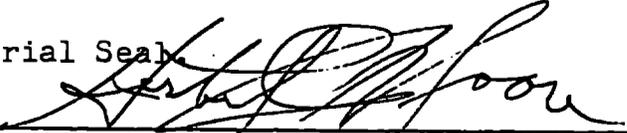

 WILLIAM C. ROGERS, Attorney
 Named in Mortgage

BY 
 WILLIAM M. DEE, Secretary

STATE OF MARYLAND)
) To Wit:
 CITY OF BALTIMORE)

I HEREBY CERTIFY, that on this 10th day of July, 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 William M. Dee, Secretary of Vermont Federal Savings and Loan Association, and made oath in due form of law that the foregoing is a true and just statement of the amount of the mortgage claim under the mortgage filed in said cause now **FILED** and unpaid.

WITNESS my hand and Notarial Seal
 1957 JUL 11 PM 12:35


 Notary Public

UNITED STATES CASUALTY COMPANY

60 JOHN STREET, NEW YORK

LIBER 106 PAGE 251

no. 12, 189
Equity

12, 189

Know All Men by These Presents:

That we William C. Rogers
 113 E. Baltimore Street, Baltimore 2, Maryland - - - as Principal
 and UNITED STATES CASUALTY COMPANY, a corporation, organized and existing under and by virtue
 of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety,
 are held and firmly bound unto the State of Maryland in the full and just sum of -----
 -----TEN THOUSAND TWO HUNDRED (\$10,200.00)----- 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 10th
 day of July 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 Lavere Eugene Wallace and Grace S. Wallace,
 his wife, to Rowill Title Holding Corporation
 bearing date the 4th day of August nineteen hundred and fifty-four
 and recorded among the Land Records of Anne Arundel County, in Liber JHH
 No. 853, Folio 348, and by short assignment on August 4, 1954, such
 mortgage was assigned to Vermont Federal Savings and Loan Association, a
 body corporate, and recorded among the Land Records of Anne Arundel County, in
 Liber JHH No. 853, Folio 352, and assumption of such assigned mortgage has
 been taken by Charles Russell Howard and Janet Lee Howard, his wife, from
 Lavere Eugene Wallace and Grace S. Wallace, his wife (original mortgagors)
 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)
 William C. Rogers (Seal)

By *J.F. Eierman* (Seal)
 J.F. Eierman, Vice President
 1957 JUL 11 PM 12:55
 UNITED STATES CASUALTY COMPANY

Bond approved this
 11th Day of July 1957
 10 George T. Cromwell, Clerk

WINSON G. GOTT, JR., Atty.
Lee Building,
Annapolis, Maryland

**Attorney's Sale
OF VALUABLE LEASE-
HOLD PROPERTY
SITUATE AT BELVEDERE
HEIGHTS, THIRD ELEC-
TION DISTRICT, ANNE
ARUNDEL COUNTY**

Under and by virtue of a power of sale contained in a Mortgage from Laverne Eugene Wallace and Grace S. Wallace, his wife, to Rowan Title Holding Corporation, dated August 4, 1954, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 853, folio 348, which Mortgage was assigned by Short Assignment dated August 4, 1954 to Vermont Federal Savings and Loan Association; one Charles Russell Howard and Janet Lee Howard, his wife, having since agreed to pay the mortgage debt and interest by assumption agreement with the aforementioned Assignees, dated May 31, 1956 and recorded in Liber G. T. C. No. 1037, folio 409; 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, July 13th, 1957
At 10:30 A.M.**

All that lot of ground and improvements thereon, in the 3rd Election District, known and designated as Lot No. 7, as shown on the Plat of Belvedere Heights, Section 2, which Plat was recorded among the Land Records of Anne Arundel County on April 1, 1954 in Plat Cabinet No. 4, Rod G-8, Plat No. 7. Situate on the west side of Harmony Avenue near Broadwater Road. Being the same property which by Deed of Assignment dated August 4, 1954 and recorded in Liber J. H. H. 853, folio 348 was conveyed by Hilda E. Miller, unmarried, to said Mortgagees.

Subject to an annual ground rent of \$84.00 payable half-yearly on the 4th day of February and August. Subject also to pole line agreement recorded in W. M. E. No. 136, folio 469, and subject to the legal operation and effect of any other agreements and restrictions of record.

IMPROVEMENTS: This property is improved by a frame dwelling.

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.

ROBERT H. CAMPBELL, Auctioneer

ORDER NISI

IN THE LIBER 106 PAGE 254

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,189 Equity

WILLIAM C. ROGERS, Attorney Named
in Mortgage

versus

LAVERE EUGENE WALLACE and
GRACE S. WALLACE, his wife and
CHARLES RUSSELL HOWARD and
JANET LEE HOWARD, his wife

Ordered, this 20th day of July, 1957, That the sale of the

Property in these proceedings mentioned,
made and reported by William C. Rogers, Attorney named in Mortgage
~~XXXXX~~,

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

The report states that the amount of sale ~~XXXX~~ \$ 8,500.00

FILED: Jul 20, 1957
AM 9:04

George T. Cromwell

Clerk.

True Copy,

TEST: Clerk.

(Final Order)

WILLIAM C. ROGERS, Attorney Named
in Mortgage

versus

LAVERE EUGENE WALLACE and
GRACE S. WALLACE, his wife, and
CHARLES RUSSELL HOWARD and
JANET LEE HOWARD, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 7th day of September, 1957
that the sale made and reported by the ~~XXXX~~ ^{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 ~~XXXX~~ ^{Attorney} allowed the usual commissions and such proper expenses as he shall pro-
duce vouchers for the Auditor.

Benjamin Nicholson
Judge

FILED
1957 SEP -7 AM 11:59

12

ATTORNEY'S SALE

OF VALUABLE

Leasehold Property

SITUATE AT BELVEDERE HEIGHTS, THIRD ELECTION DISTRICT,
ANNE ARUNDEL COUNTY

UNDER and by virtue of a power of sale contained in a Mortgage from Laverne Eugene Wallace and Grace S. Wallace, his wife, to Rowill Title Holding Corporation, dated August 4, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 853, folio 348, which Mortgage was assigned by Short Assignment dated August 4, 1954, to Vermont Federal Savings and Loan Association; one Charles Russell Howard and Janet Lee Howard, his wife, having since agreed to pay the mortgage debt and interest by an assumption agreement with the aforementioned Assignee, dated May 31, 1956 and recorded in Liber G.T. C. No. 1037, folio 499; 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, JULY 13th, 1957

AT 10:30 A. M.

ALL THAT LOT of ground and improvements thereon, in the 3rd Election District, known and designated as Lot No. 7, as shown on the Plat of Belvedere Heights, Section 2, which Plat was recorded among the Land Records of Anne Arundel County on April 1, 1954, in Plat Cabinet No. 4, Rod G-8, Plat No. 7. Situate on the west side of Harmony Avenue near Broadwater Road. Being the same property which by Deed of Assignment dated August 4, 1954 and recorded in Liber J. H.H. No. 853, folio 346 was conveyed by Hilda E. Miller, unmarried, to said Mortgagors.

SUBJECT to an annual ground rent of \$84.00 payable half-yearly on the 4th day of February and August. Subject also to pole line agreement recorded in W. M.B. No. 136, folio 469, and subject to the legal operation and effect of any other agreements and restrictions of record.

IMPROVEMENTS: This property is improved by a frame dwelling.

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 13th day of July, 1957, sold the within described property unto Vermont Federal Savings and Loan Association at and for the sum of Eight Thousand, Five Hundred Dollars (\$8,500.00) it being at that figure the highest bidder therefor, and I further certify that said sale was fairly made.


Robert H. Campbell, Auctioneer

I hereby certify that Vermont Federal Savings and Loan Association has on the 13th day of July, 1957, purchased the within described property from William C. Rogers, Attorney named in the Mortgage, at and for the sum of Eight Thousand, Five Hundred Dollars (\$8,500.00) and hereby agrees to comply with the terms of sale as set forth on the reverse side hereof.

VERMONT FEDERAL SAVINGS & LOAN ASSOCIATION

BY 
ATTY FOR VERMONT FEDERAL SAVINGS
AND LOAN ASSOCIATION

FILED

1957 JUL 23 PM 12:07

OFF E OF

Maryland Gazette

LIBER 106 PAGE 257

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. 12,189 Equity
WILLIAM C. ROGERS,
Attorney Named in Mortgage

Versus
LAVERE EUGENE WALLACE and
GRACE S. WALLACE, his wife, and
CHARLES RUSSELL HOWARD, and
JANET LEE HOWARD, his wife

Ordered, this 20th day of July, 1957,
That the sale of the property in these
proceedings mentioned, made and re-
ported by William C. Rogers, Attorney
named in Mortgage, BE RATIFIED
AND CONFIRMED, unless cause to
the contrary thereof be shown on or
before the 26th day of August next;
Provided a copy of this Order be in-
serted in some newspaper published in
Anne Arundel County, once in each of
three successive weeks before the 26th
day of August next.

The report states that the amount
of sale was \$8,600.00.

GEORGE T. CROMWELL, Clerk
True Copy: TEST:
GEORGE T. CROMWELL, Clerk
A-15

CERTIFICATE OF PUBLICATION

Annapolis, Md., *September 5*, 1957

We hereby certify, that the annexed

Order Nisi Sale
Eq. 12,189.

Lavere Eugene Wallace
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 *August*, 1957. The first

insertion being made the *25th* day of
July, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. *12846*

1957 SEP -6 PM 12:40

H. H. Johnson

Dr. William C. Rogers, Attorney named in Mortgage vs. Laverne Eugene Wallace and wife, and Charles Russell Howard and wife in ac.

To Attorney for Fee, viz:	100 00	
To Attorney for Commissions, viz:	287 28	387 28
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	48 76	
Capital-Gazette Press - order nisi (sale)	8 00	
Capital-Gazette Press - order nisi (acct)	6 00	
Speer Publications, Inc. - handbills	14 26	
U. S. Casualty Co. - bond premium	40 80	
Robert H. Campbell - auctioneer's fee	25 00	
One-half Federal documentary stamps	4 68	
One-half State documentary stamps	4 67	
Clerk of Court - recording assignment	1 00	
Herbert J. Moore - notary fees	1 50	154 67
To Attorney for Ground Rent, viz:		
Semi-annual ground rent of \$42.00 due 8/4/57 - 5 months 9 days	37 17	37 17
To Vermont Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	8,002 51	8,002 51
		8,633 13
Amount of mortgage claim filed	10,128 64	
Cr. Amount allowed above	8,002 51	
Balance subject to decree in personam	2,126 13	

with

William C. Rogers, Attorney named in Mortgage

Cr.

1957				
July	13	Proceeds of Sale	8,500	00
		Interest on deferred payment of \$8,000.00 - 1 month 27 days	76	00
				8,576 00
		Refund 1957 State and County taxes 5 months 17 days	57	13
				57 13
				8,633 13

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

William C. Rogers,
Attorney named in Mortgage
VERSUS
Laverne Eugene Wallace
and Wife and
Charles Russell Howard
and Wife

No. 12,189

Equity.

ORDERED, This 27 day of September, 1957, That the Report and Account of the Auditor, filed this day in the above entitled cause,

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

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

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

Matthew L. Evans, Judge

FILED

18 1957 NOV -8 PM 4:01

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 106 PAGE 262

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 12,189 Equity

WILLIAMS C. ROGERS
Attorney Named in Mortgage
versus
LAVERNE EUGENE WALLACE
and wife,

and
CHARLES RUSSELL HOWARD,
and wife

Ordered, this 27th day of Sep-
tember, 1957, That the Report and
Account of the Auditor, filed this
day in the above entitled cause
BE RATIFIED AND CONFIRM-
ED, unless cause to the contrary
be shown on or before the 4th
day of November next; Provided,
a copy of this Order be inserted
in some newspaper published in
Anne Arundel County, once in each
of three successive weeks before
the 4th day of November next.

GEORGE T. CROMWELL, Clerk
True Copy: TEST:

GEORGE T. CROMWELL, Clerk
O-17

CERTIFICATE OF PUBLICATION

Annapolis, Md., *November 7*, 19*57*

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

Order Nisi Eq 12,189.

Auditor Account.

Laverne Eugene Wallace.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for *3* -----

successive weeks before the *4th* -----

day of *November*, 19*57*. The first

insertion being made the *3rd* ----- day of

October, 19*57*.

THE CAPITAL-GAZETTE PRESS, INC.

By

H. Tilghman

FILED

No. M. G. ~~1957-904~~ -7 PM 3:03

19

SALLY YOUNG, mother and guardian of Larry F. Young, Steven I. Young, and Valerie S. Young, infants, 43 Jordan Road Brookline, Massachusetts
Plaintiff

IN THE
CIRCUIT COURT
FOR

vs.

ANNE ARUNDEL COUNTY

LARRY F. YOUNG, STEVEN I. YOUNG and VALERIE S. YOUNG, infants 43 Jordan Road Brookline, Massachusetts
Defendants

No. 12,029 - Equity

* * * * *

P E T I T I O N

To the Honorable, the Judges of said Court:

The petition of Sally Young, mother and guardian of Larry F. Young, Steven I. Young and Valerie S. Young, infants, by her attorneys, McWilliams & Melvin, respectfully represents:

1. That the infant defendants, Larry F. Young, born 27 December 1940, Steven I. Young, born 8 May 1944, and Valerie S. Young, born 17 October 1949, are each the owners in fee simple of a 1/18 undivided interest in and to a lot or parcel of ground located in the Eighth Election District of Anne Arundel County known as Lot No. 11, Block 7, as shown on a plat of North Beach Park, recorded among the Plat Records of Anne Arundel County in Plat Book No. 2, folio 36.

2. That the other parties in interest to said Lot No. 11 are your petitioner, Sally Young, who owns a 1/12 undivided interest therein; Jerome L. Young, who owns a 1/4 undivided interest therein; Joseph A. Katz, who owns a 1/2 undivided interest therein; and Sarah Katz, the wife of Joseph A. Katz, who has a dower interest in said 1/2 interest of her husband.

FILED

1957 FEB 19 PM 2:11

3. That the infant defendants acquired their aforesaid interests in said Lot No. 11 as follows: By deed from Albert I. Katz and wife, dated 12 June 1942 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 275, folio 327, their paternal grandfather, Isadore Young, acquired, as a tenant in common, a 1/2 undivided fee simple interest in said Lot No. 11; the other 1/2 undivided fee simple interest therein having been conveyed by said deed to Joseph A. Katz. Thereafter Isadore Young departed this life, testate, on 3 June 1950 and by his Last Will and Testament, duly recorded among the Will Records of Anne Arundel County in Liber R.G.P. No. 4, folio 446, devised said property to his wife, Rebecca Young, providing that in the event that said property belonged to his said wife at the time of her death, it should pass to their two sons, Harry Young and Jerome L. Young, as tenants in common.

Thereafter, on 20 March 1954, the said Rebecca Young departed this life, having been predeceased, however, on 1 February 1953, by her said son Harry Young, who left surviving him as his heirs at law his widow, the said Sally Young and his three infant children, the defendants herein. At the time of the death of Rebecca Young the aforesaid property belonged to her, and had not been conveyed by her during her lifetime.

4. That the infant defendants herein are also each the owner, in fee simple, of a 1/12 undivided fee simple interest in and to a lot or parcel of ground located in the Eighth Election District of Anne Arundel County known as Lot No. 5, Block 7, as shown on the aforesaid Plat of North Beach Park, said Lot No. 5 being contiguous to Lot No. 11 heretofore referred to in this petition.

5. That the other parties in interest to said Lot No. 5 are Jerome L. Young, who owns a 1/4 undivided fee simple interest therein; and Joseph A. Katz and Sarah Katz, his wife, who own, as tenants by the entireties, the remaining undivided 1/2 fee simple interest therein.

6. That the infant defendants acquired their aforesaid interests in said Lot No. 5 as follows: By deed from Mabel L. Gentner, widow, dated 25 September 1942 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 270, folio 232, their paternal grandparents, Isadore Young and Rebecca Young, acquired, as tenants by the entireties, a 1/2 undivided fee simple interest in said Lot No. 5; the other 1/2 undivided fee simple interest therein having been conveyed by said deed to Joseph A. Katz and Sarah Katz, his wife, as tenants by the entireties.

Thereafter, on 3 June 1950, Isadore Young died and, subsequent to his death, Rebecca Young died, testate, on 20 March 1954 and, by the terms of her Last Will and Testament, duly recorded among the Will Records of Anne Arundel County in Wills, Liber H.S.C. No. 1, folio 264, Docket 58, devised all her property to her husband, Isadore Young, who as aforesaid had predeceased her.

At the time of the death of Rebecca Young, the heirs at law of Isadore Young, as well as the heirs at law of Rebecca Young, were their surviving son, Jerome L. Young, and their three grandchildren, the infant defendants herein, who are the children of their deceased son, Harry Young.

7. That your petitioner, individually and on behalf of said ^{guardian} infants as their mother and ~~next of kin~~, has joined with Jerome L. Young and wife in a contract for the sale of their respective interests in Lot No. 11 to Joseph A. Katz for the sum of \$1,200.00, and for the sale of their respective interests in Lot No. 5 to the said Joseph A. Katz for the sum of \$800.00; that the aforesaid respective interests of the sellers in said contract of sale represents, in the aggregate, a 1/2 undivided fee simple interest in said Lots Nos. 11 and 5. A copy of said contract is filed herewith, marked "Petitioner's Exhibit No. 1" and prayed to be taken as a part hereof.

8. That the aforesaid prices are fair and reasonable and the sale of their interests in Lots Nos. 11 and 5 would be for the best interests and advantage of said infants, particularly in view of the fact that your petitioner and said infants are residents of Massachusetts and have no means of looking after their property in Maryland.

9. That your petitioner, Sally Young, has been duly appointed guardian of the estates of said infants by order, dated 11 May 1953, of the U.S. District Court for the District of Columbia, holding a Probate Court, and her appointment is unrevoked and still in force.

TO THE END, THEREFORE:

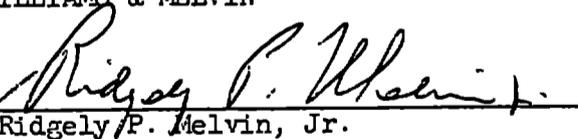
(a) That the contract of sale mentioned in paragraph 7 be ratified and confirmed by this Honorable Court and a Trustee be appointed for the purpose of consummating the same and transferring the interests of the said infants to the Vendee.

(b) That the plaintiff may have such other and further relief as her case may require.

AND, as in duty bound, etc.

McWILLIAMS & MELVIN

By



Ridgely P. Melvin, Jr.
212 Duke of Gloucester Street
Annapolis, Maryland
(Colonial 3-2658)
Solicitors for Plaintiff

4

SALLY YOUNG, mother and guar- *
dian of Larry F. Young, *
Steven I. Young, and *
Valerie S. Young, infants *
Plaintiff *

IN THE
CIRCUIT COURT

vs. *

FOR

LARRY F. YOUNG, *
STEVEN I. YOUNG and *
VALERIE S. YOUNG, infants *
43 Jordan Road *
Brookline, Massachusetts *
Defendants *

ANNE ARUNDEL COUNTY

No. 12,029 - Equity

* * * * *

ORDER OF PUBLICATION

The object of the petition in the above case is to secure the confirmation and ratification by the Court of a contract for the sale of the defendant infants' interests in Lot No. 11 and Lot No. 5 of Block 7 of North Beach Park in Anne Arundel County.

The petition states that said infants each own a one-eighteenth undivided fee simple interest in Lot No. 11 and a one-twelfth undivided fee simple interest in Lot No. 5; that one Jerome L. Young owns a one-fourth undivided fee simple interest in Lot No. 5 and Lot No. 11; and that the petitioner, Sally Young, owns a one-twelfth undivided fee simple interest in Lot No. 11; that the petitioner, individually and on behalf of said infants, as their mother and ~~guardian~~ guardian, has joined with Jerome L. Young in a contract for the sale of their respective interests in Lot No. 11 to Joseph A. Katz for the sum of Twelve Hundred Dollars (\$1200.00), and for the sale of their respective interests in Lot No. 5 to the said Joseph A. Katz for the sum of Eight Hundred Dollars (\$800.00); that said prices are fair and reasonable and the sale of the infants' interests in said property will be for the best interest and advantage of said infants.

It is thereupon, this 19 day of February, 1957, by the Circuit Court for Anne Arundel County, in equity, ORDERED that the plaintiff, by causing a copy of this order to be inserted in some daily or weekly newspaper, published in Anne Arundel County, once a week for four successive weeks before the 1 day of April, 1957, give notice to the said infant defendants, and their parent or guardian, to appear in this Court in person or by solicitor or by guardian to be appointed by this Court, on or before the 17 day of April 1957, and to file an answer or other defense within fifteen days thereafter; or in the alternative to give said notice by causing a copy of this order to be personally served on said infants and a copy thereof left with their parent or guardian, one month before the day fixed above for their appearance as aforesaid, in accordance with Section 160 of Article 16 of the Annotated Code of Maryland (1951 Edition).

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

THIS AGREEMENT, Made this _____ day of _____

nineteen hundred and fifty-seven

, between

SALLY YOUNG, individually and as mother and next friend of Larry F. Young, Steven I. Young and Valerie S. Young, infants; and JEROME L. YOUNG, and JEANNE M. YOUNG, his wife,

of the first part and

JOSEPH A. KATZ,

of the second part.

Witnesseth, that the said parties of the first part do hereby bargain and sell unto the said party of the second part, and the latter doth hereby purchase from the former, the following described property, situate and lying in the Eighth Election District of Anne Arundel County; all the right, title and interest of the parties of the first part (said interest being a one-half undivided fee simple interest) in and to Lots Nos. 5 and 11, as shown on a plat of North Beach Park, recorded among the Plat Records of Anne Arundel County in Plat Book No. 2, folio 36.

At and for the price of Twelve Hundred Dollars (\$1,200.00) for Lot No. 11 and ~~Eight~~ Eight Hundred Dollars (\$800.00) for Lot No. 5; to be paid in cash within fifteen (15) days of the ratification of this contract by the Circuit Court for Anne Arundel County, in equity. If this contract is not ratified by said Court, it shall be null and void.

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

Taxes, and all other public dues and charges to be paid by the Vendee.

Witness our hands and seals.
TEST: Mrs. Leisel Goldwasser

Jerome L. Young (SEAL)
Jerome L. Young

Jeanne M. Young (SEAL)
Jeanne M. Young

Sally Young (SEAL)
Sally Young, individually and as mother and next friend of Larry F. Young, Steven I. Young and Valerie S. Young, infants (SEAL)

Elizabeth V. O'Leary

Emma F. Curtis

[SEAL]
[SEAL]
FILED
FEB 19 1957 PM 3:20
Joseph A. Katz (SEAL)

SALLY YOUNG, MOTHER AND
GUARDIAN OF LARRY F. YOUNG,
STEVEN I. YOUNG and VALERIE
S. YOUNG, infants

vs.

LARRY F. YOUNG,
STEVEN I. YOUNG and
VALERIE S. YOUNG, infants

*
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*
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*
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*

IN THE
CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,029 - Equity

* * * * *

PETITION FOR APPOINTMENT OF
GUARDIAN AD LITEM
AND ORDER THEREON

To the Honorable, the Judges of said Court:

The petition of Sally Young, mother and guardian of
Larry F. Young, Steven I. Young and Valerie S. Young, infants, by her
attorneys, McWilliams & Melvin, respectfully represents:

1. That the infant respondents have been duly summoned.
2. That your petitioner is the mother and legal guardian of the said infants.
3. That the infant respondents have no legal representative to appear for them in these proceedings.

WHEREFORE, the petitioner prays this Honorable Court
to appoint a Guardian Ad Litem to appear and answer for said infant
respondents, and suggests that E. Mackall Childs, Esquire, who has
no interest whatsoever in this case, be appointed Guardian Ad Litem.

AND, as in duty bound, etc.

McWILLIAMS & MELVIN

By Ridgely P. Melvin, Jr.
Ridgely P. Melvin, Jr.
212 Duke of Gloucester Street
Annapolis, Maryland
Attorneys for Petitioner

FILED

1957 APR 10 10:14

8

LIBER 106 PAGE 271

ORDER

Upon the foregoing petition, it is ORDERED, this day of April 1957, by the Circuit Court for Anne Arundel County, in equity, that *E. Marshall Childs* be, and he is hereby, appointed Guardian Ad Litem for the respondents, Larry F. Young, Steven I. Young and Valerie S. Young, infants, and he is hereby directed to appear and file his answer in behalf of said infants.

Matthew S. Evans
Judge

9
FILED

957 APR 11 AM 10:36

SALLY YOUNG, MOTHER AND
GUARDIAN OF LARRY F. YOUNG,
STEVEN I. YOUNG and VALERIE
S. YOUNG, infants

vs.

LARRY YOUNG,
STEVEN I. YOUNG and
VALERIE S. YOUNG, infants

IN
THE CIRCUIT COURT

FOR
ANNE ARUNDEL COUNTY

NO. 12,029 EQUITY

.....

TESTIMONY ON BEHALF OF THE PLAINTIFFS

April 18, 1957

Present:

Mr. Ridgely P. Melvin, Jr., Solicitor for Plaintiff

Mr. E. Mackall Childs, Guardian Ad Litem

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

Mrs. Irene Hazel, Court Stenographer

Witnesses:

Jerome L. Young, pages 2 - 9.

T. Carroll Worthington, pages 10 - 12.

Fred E. Voges, pages 13 - 15.

FILED
1957 MAY 29 PM 12:15

Jerome L. Young, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Melvin)

1. State your name and address.

A. Jerome L. Young, Washington, D.C.

2. Do you know the infant defendants in this case, Larry F. Young, Steven I. Young and Valerie S. Young?

A. I do.

3. Are you related to them in any way?

A. I'm their uncle.

4. How old are they now?

A. Larry was born December 27th, 1940; Steven was born May 8th, 1944; and Valerie Sybil was born October 17th, 1949.

5. Where do they reside at the present time?

A. Roxbury, Massachusetts.

6. Do you know Sally Young?

A. I do.

7. What relation is she to the infants?

A. Mother.

8. And she is your sister-in-law?

A. Yes.

9. Is she the guardian of the three children?

A. She is.

10. Where was she appointed guardian?

A. District of Columbia.

(CERTIFIED COPY OF APPOINTMENT OF GUARDIAN FILED HERewith
MARKED EXAMINER'S EXHIBIT NO.1)

11. Mr. Young, are you familiar with the property known as Lot No. 11, Block 7 of North Beach Park?

A. I am.

12. Is your father now living?

A. No, my father is deceased.

13. His name was?

A. Isadore Young.

14. When did he die?
A. June 3rd, 1950.
15. Did your father own an interest in Lot 11, Block 7 of North Beach Park, at the time of his death?
A. Yes, he did.
16. What interest did he have?
A. A one half interest, tenants in common.
17. And who owned the other half interest?
A. Joseph Katz.
18. Is he your uncle?
A. Yes.
19. From whom did your father and uncle acquire their interest?
A. Albert Katz and his wife.

(CERTIFIED COPY OF DEED DATED 12th day of June, 1942,
BETWEEN ALBERT I. KATZ AND ANITA S. KATZ, HIS WIFE,
PARTIES OF THE FIRST PART, AND JOSEPH A. KATZ AND
ISADORE YOUNG, AS TENANTS IN COMMON, PARTIES OF THE
SECOND PART, FILED HERewith MARKED EXAMINER'S EX.2)

20. When your father died in June, 1950, did he leave a Will?
A. Yes, he did.
21. And has a copy of that Will been recorded among the Will Records in Anne Arundel County?
A. Yes, it has.
22. Were you one of the executors in his estate?
A. Yes, I was.
23. Is this a copy of his Will?
A. Yes, it is.

(PHOTOSTATIC COPY OF LAST WILL AND TESTAMENT OF ISADORE
YOUNG FILED HE REWITH MARKED EXAMINER'S EXHIBIT NO. 3)

24. Has administration been completed on the estate of your father?
A. Yes, it has.
25. All inheritance taxes have been paid on the property?
A. Yes, it has.

26. When did your mother die?
- A. My mother died March 20, 1954.
27. Her name was Rebecca Young?
- A. Yes.
28. At the time of your mother's death had she disposed of any of the property which she acquired from your father under his Will?
- A. No.
29. At the time of your mother's death was Harry Young, your brother, still living?
- A. He was deceased.
30. When did he die?
- A. February 1st, 1953.
31. Did he leave a Will?
- A. No, he did not.
32. Who were his heirs?
- A. His heirs were his children and his wife.
33. By his wife, do you mean Sally Young, and Larry Young and Steven Young and Valerie Young, are those the named infants in this suit?
- A. They are.
34. Does your uncle, Joseph A. Katz, still own his half interest in Lot 11?
- A. He does.
35. So that, at the present time, with respect to Lot 11 your uncle, Joseph A. Katz, owns a ^{undivided} half/interest; your sister-in-law, Sally Young, owns a 1/12 interest; and your two nephews, Larry F. Young, and Steven I. Young, and your neice, Valerie S. Young, each own a 1/18 interest?
- A. Yes sir.
36. And you own a 1/4 undivided interest?
- A. That is correct.
37. Are you familiar with the property known as Lot 5, Block 7 of North Beach Park?

- A. I am.
38. Did your father own an interest in Lot 5 at the time of his death in June, 1950?
- A. He did, he and my mother, Rebecca Young, owned a half interest as tenants by the entireties in Lot 5.
39. Who owned the other half interest in Lot 5?
- A. Joseph A. Katz and Sarah Katz.
40. Do you know how your uncle and mother and father acquired their interest in Lot 5?
- A. Through a sale, I don't recall the woman's name they bought it from.
41. Would it have been by deed from Mabel L. Gentner, and dated the 25th day of September, 1942?
- A. That is correct.
- (CERTIFIED COPY OF DEED DATED SEPTEMBER 25, 1942, FROM MABEL L GENTNER, WIDOW, TO JOSEPH A. KATZ AND SARAH KATZ, HIS WIFE, AND ISADORE YOUNG AND REBECCA YOUNG, HIS WIFE, FILED HERewith MARKED EXAMINER'S EXHIBIT NO.4)
42. When your father died in June, 1950, your mother, Rebecca Young, then became the sole owner as surviving tenant by the entireties of a half interest in Lot 5, is that correct?
- A. That is correct.
43. Is your mother still living?
- A. No, she is deceased.
44. When did she die?
- A. March 20th, 1954.
45. Did she leave a Will, and if so, is it recorded among the Will records of Anne Arundel County, Maryland?
- A. She did and it is.
46. Is this a copy of her Will?
- A. That is a copy of the Will.

(PHOTOSTATIC COPY OF LAST WILL AND TESTAMENT OF REBECCA YOUNG FILED HERewith MARKED EXAMINER'S EXHIBIT NO.5)

47. Under the Will, did she leave her property to your father, Isadore Young, who had predeceased your mother on June 3, 1950?
- A. She did.
48. At the time of your mother's death who were the heirs of Isadore Young, your father?
- A. Jerome L. Young, myself, Larry Young, Steven Young and Valerie Young.
49. Are those three last named persons the children of your deceased brother, Harry Young, who died February 1, 1953?
- A. They are.
50. So after your mother's death you became a one-fourth owner of Lot No.5?
- A. I did.
51. And your two nephews and neice each became a one-twelfth owner of Lot 5?
- A. They did.
52. Has the administration of your mother's estate been completed in Anne Arundel County?
- A. It has not.
53. Are you the administrator of your mother's estate in Anne Arundel County?
- A. I am.
54. Is that estate in the process of administration at this time?
- A. It is.
55. Is the estate solvent?
- A. It is.
56. Has the inheritance tax been paid on it?
- A. The taxes have not been paid.
57. Will you see that they are paid?
- A. I will.
58. Mr. Young, I show you a contract which purports to bear your signature and the signature of your wife, and the

signature of Sally Young, individually and as mother and next friend of Larry F. Young, Steven I. Young, and Valerie S. Young, infants, and also the signature of Joseph A. Katz, and I ask you if you can identify it.

A. Yes, I can identify all these signatures.

59. You are familiar with all of those signatures?

A. I am.

60. And Sally Young who signed this contract is the Sally Young who was appointed ^{guardian} by the United States District Court for the District of Columbia?

A. She is.

61. As guardian for Larry, Steven and Valerie Young?

A. She is.

62. Mr. Young, in your opinion, would it be to the best interest and advantage of your two nephews and neice to sell this property in accordance with the terms of this contract?

A. It would.

63. Why?

A. It's non productive property, and it's not advantageous as far as leisure or recreation is concerned for the children because the children and mother are removed from the area and therefore it would be non productive to them. Their permanent home is Massachusetts where her family is. (COPY OF CONTRACT OF SALE BETWEEN SALLY YOUNG, INDIVIDUALLY AND AS MOTHER AND NEXT FRIEND OF LARRY F. YOUNG, STEVEN I. YOUNG, AND VALERIE S. YOUNG, INFANTS; AND JEROME L. YOUNG AND JEANNE M. YOUNG, HIS WIFE, OF THE FIRST PART AND JOSEPH A. KATZ, OF THE SECOND PART, FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.6)

Cross Examination by Mr. Childs:

1. At the time of the death of Harry Young were there then in existence a child or children, a deceased child of Harry Young?

A. No.
2. So that, Larry, Steven and Valerie were the only children of Sally and Harry Young?

A. That is correct.

3. Are any of these children married?

A. No, unmarried.

(CERTIFIED STATEMENT BY H. STANLEY CLARK, REGISTER OF WILLS, THAT JEROME YOUNG, ANCILLARY EXECUTOR OF THE ESTATE OF ISADORE YOUNG, HAS PAID TO THE STATE OF MARYLAND INHERITANCE TAX ON THAT ESTATE, FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.7)

4. Mr. Young, since your father's death on June 3rd, 1950, who has been paying the taxes and paying for repairs and upkeep of Lots 5 and 11?

A. Joseph A. Katz.

5. And he is one of the parties to this contract?

A. He is.

6. Is there any understanding between Mr. Katz and yourself and Mrs. Young and the children with respect to reimbursement to him for the repairs and taxes that he has paid?

A. He understands there will be no reimbursements for his expenditures.

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

Signature

no
Jerome Young

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

(Mr. Melvin)

1. State your full name.
- A. T. Carroll Worthington.
2. What is your profession?
- A. Realtor.
3. How long have you been engaged in the real estate business?
- A. Since 1923.
4. Are you generally familiar with the property values in Anne Arundel County?
- A. I am.
5. Are you also familiar with property values in the North Beach Park area?
- A. I am.
6. Mr. Worthington, did you appraise the property known as Lot 11, Block 7 as shown on the plat of North Beach Park?
- A. I did.
7. Did you also appraise the adjoining lot No. 5, Block 7, as shown on the plat of North Beach Park?
- A. I did.
8. Would you describe the property?
- A. On Lot 11, Block 7, the lot is 50 x 150, fronting on Walnut Avenue, it's improved by a one story clapboard dwelling with composition roof, summer construction. It contains four rooms and a partial bath; it has a shower in the bathhouse but no tub, the house has electricity, there is a small bathhouse, and outside fireplace.
9. In your opinion, is Twelve Hundred Dollars (\$1200.00) the fair and reasonable price for a one half interest in Lot 11?
- A. It is, it's a little low, but I understand since 1950 that the people buying the property have paid for the taxes, repairs, insurance and taken care of all expenses on that property.

10. In your opinion, is Eight Hundred Dollars (\$800.00) a fair and reasonable price for one half interest in Lot 5?

A. It is, that lot is 50 x 150, unimproved, it faces the bay across a public right of way.

11. The three infants who are the plaintiffs and defendants in this case own a 1/18 interest each in Lot 11 and a 1/12 interest each in Lot No. 5; in your opinion, would it be for the best interest and advantage of said infants to sell their interest in these two lots?

A. That is the only way they could ever divide it up, there's no way to divide it up into one-twelfths or one-eighteenths.

12. On what date did you inspect these properties?

A. About a month ago.

Cross Examination Waived by Mr. Childs

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

Signature

No
[Handwritten Signature]

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

(Mr. Melvin)

1. State your name and address.
- A. Fred E. Voges, 3 Church Circle, Annapolis, Maryland.
2. What is your profession?
- A. Realtor.
3. How long have you been engaged in that profession?
- A. Since 1933.
4. Are you generally familiar with the property values in Anne Arundel County, particularly, North Beach Park area?
- A. I am.
5. Did you have occasion to inspect the property known as Lot 11 and Lot 5 of Block 7 of North Beach Park?
- A. I inspected these two properties about a month ago.
6. Are these two lots contiguous to each other?
- A. They are.
7. Did you hear the description of the property by Mr. Worthington who just testified?
- A. I did.
8. Do you have anything to add to his description of the property?
- A. No, I believe we discovered later that the bath house contained the shower instead of the house.
9. In your opinion, Mr. Voges, is Twelve Hundred Dollars (\$1200.00) a fair and reasonable price for a one-half interest in Lot 11?
- A. Under normal circumstances I would feel the price is somewhat low, however, I have been given to understand the would be purchaser has been paying all the expenses on the property since 1950 and made a number of improvements, so under those circumstances I would feel Twelve Hundred Dollars (\$1200.00) would be fair.
10. Is Eight Hundred Dollars (\$800.00) fair and reasonable

for Lot 5?

A. Yes, I feel that is a fair price.

11. In your opinion, would it be to the best interest and advantage to the infants who have an interest in these properties to sell the properties at that price?

A. Yes, I believe it would be, the property is incapable of division in kind, and I believe the minors would be much better off if the property were sold and the money used for their benefit.

12. To your knowledge, has the property been producing any income?

A. No, I understand it's being occupied in the summer by the owners of the other half, and the remaining months of the year unoccupied because it's summer construction.

Cross Examination Waived by Mr. Childs.

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.

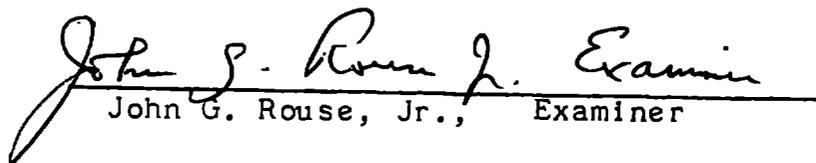
Answer No

Signature .. Fred E. Logan

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 29th day of May, 1957.

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

J.R. \$10.00

I.H. \$12.00

In the United States District Court for the District of Columbia holding a Probate Court District of Columbia,

to wit:

The United States of America

To all persons to whom these presents shall come

Greeting:

Know ye, That on the eleventh day of May, A. D. 1953, the United States District Court for the District of Columbia, holding a Probate Court, did appoint Sally Young

and Guardian to

of the estates of, born, 19

, born, 19

Larry Franklin Young, born December 27th, 1940

, born, 19

Steven I. Young, born May 8th, 1944

, born, 19

Valerie Sybil Young, born October 17th, 1949

, born, 19

infant children of Harry A. Young

late of deceased:

who, as guardian, aforesaid, first executed an undertaking with good and sufficient security, approved by said Court in the penalty of

Thirty-five Thousand - - - Dollars,

conditioned for the faithful performance of her duties as

guardian aforesaid; and whose appointment is unrevoked and still in force.

Witness, the Honorable Bolitha J. Laws

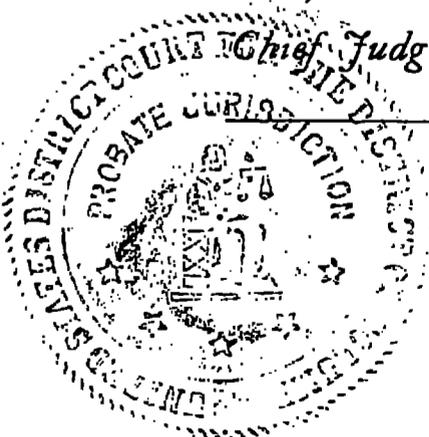
Chief Judge of said Court, this day of

February, A. D. 1957.

Attest:

[Signature]

Chief Deputy Register of Wills for the District of Columbia, Clerk of the Probate Court.



Case No. 11,798

FILED

1957 MAY 29 PM 12:15

Examiner's Exhibit No 1 Young, et al v. Young, et al. Equity No 19027 John J. Brown J. Exam

CERTIFICATES TO OFFICERS

LIBER 106 PAGE 287

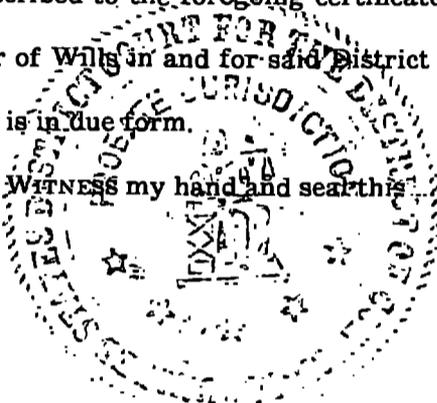
United States District Court for the District of Columbia

DISTRICT OF COLUMBIA, to wit:

I, David A. Pine, ~~Chief~~ Judge of the United States District Court for the FRANK J. BURKART

District of Columbia, do hereby certify that ~~THE PROBABLY DECEASED~~, whose genuine signature is subscribed to the foregoing certificate, was, at the time of signing and attesting the same, the ~~Reg-~~ ^{Chief Deputy} ister of Wills in and for said District and Clerk of the Probate Court, and that said attestation by him is in due form.

WITNESS my hand and seal this 26th day of February, 1957.



[Signature], ~~Chief~~ Judge.

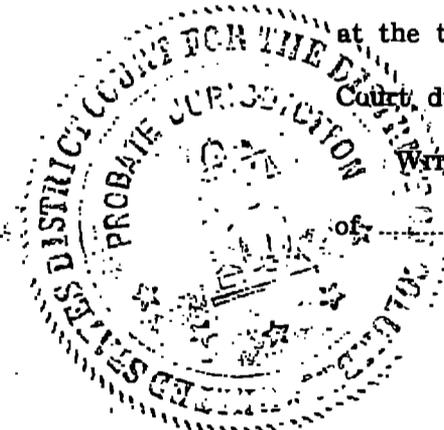
DISTRICT OF COLUMBIA, to wit:

I, Frank J. Burkart, Chief Deputy, Register of Wills and

Clerk of the Probate Court, United States District Court for the District of Columbia, hereby certify that David A. Pine

whose genuine signature is subscribed to the foregoing certificate, was, at the time of signing and attesting the same, ~~Chief~~ Judge of said Court, duly commissioned and qualified.

WITNESS my hand and the seal of said Court this 26th day of February, 1957.



[Signature]
Chief Deputy Register of Wills,
Clerk of the Probate Court.

28

THIS DEED, Made this 12th day of June, in the year of our Lord one thousand nine hundred and Forty-two (1942) by and between Albert I. Katz and Anita S. Katz, his wife, of the City of Washington, District of Columbia, parties of the first part, and Joseph A. Katz and Isadore Young, as tenants in common, both of the City of Washington, District of Columbia, of parties of the second part:

WITNESSETH, that in consideration of the sum of Ten Dollars (\$10.00) the said parties of the first part do grant and convey unto Joseph A. Katz and Isadore Young, as tenants in common, parties of the second part, their heirs and assigns, in fee simple, all of that piece or parcel of ground situate, lying and being in North Beach Park, Anne Arundel County, State of Maryland, being the same land which the said party of the first part, Albert I. Katz obtained from Ernest G. Shockey and Maude B. Shockey, his wife, by deed dated the first day of April, 1940; recorded in the Land Records of Anne Arundel County in Liber No. J.H.H. 237, at folio 71 and being described as follows to wit:

"A lot or parcel of land in the development known as "North Beach Park, a redivision of Holland Point Addition to North Beach", which is designated as Lot 11 of Block 7, according to the plat of said development duly recorded among the plat records of Anne Arundel County, in Liber W.N.W. No. 2, folio 30 and 70; and being the same lot that was conveyed to Ernest G. Shockey and Maude B. Shockey, his wife, tenants by the entireties, by deed dated February 27, 1933 and recorded among the land records of Anne Arundel County, Maryland, the same parcel of land mentioned in and duly recorded among the plat records of Ann_ Arundel County, in Liber No. J.H.H. No. 237, at Folio 71; and being the same lot that was conveyed to Albert I. Katz by deed dated April 1, 1940, and recorded among the land records of Anne Arundel County, Maryland, "subject to encumbrances of record".

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

*Examined in Exhibit No 2
Joseph A. Katz & Isadore Young, et al. Equity 1612029
John J. Roman, Jr. Exam.*

29

FILED
1957 MAY 29 PM 12:15

TO HAVE AND TO HOLD the said piece or parcel of ground and premises above described or mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances, and advantages thereto belonging or appertaining unto and to the only proper use, benefit and behoof forever of the said parties of the second part, as tenants in common.

AND the said parties of the first part covenant that they will warrant specially and generally the property hereby conveyed, that they are seized of the land hereby conveyed; that they have a right to convey said land, that the said parties of the second part shall quietly enjoy said land; that they have done no act to encumber said land; and that they will execute such further assurances of said land as may be requisite.

WITNESS our hands and seals.

TEST:

_____	ALBERT I. KATZ	(SEAL)
_____	ANITA S. KATZ	(SEAL)

WASHINGTON, DISTRICT OF COLUMBIA, SS:

I HEREBY CERTIFY that on this 12 day of June, 1942, before the subscriber, a Notary Public, personally appeared Albert I. Katz and Anita S. Katz, _____ wife, and did each acknowledge the aforegoing deed to be their free act.

IN TESTIMONY WHEREOF, I have affixed my official seal this 12 day of June, A.D. 1942.

(NOTARIAL SEAL)

HARRY R. KUINEAR

Recorded - 26th February 1943, at 3.20 P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the foregoing Deed is truly taken and copied from Liber J.H.H. No. 275 Folio 327 one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 6th day of March A.D., 1952.


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

LAST WILL AND TESTAMENT

of

ISADORE YOUNG.

FILED

JUN 13 1950

THEODORE COGSWELL
REGISTER OF WILLS, D. C.
Clerk of Probate Court

I, Isadore Young, of the District of Columbia, being of sound and disposing mind, memory and understanding, capable of making a valid contract or will, realizing the certainty of Death but not the time thereof, and being in good bodily health, desiring to settle my worldly affairs so as to be the better prepared to meet my Maker when it shall please Him to call me hence, do hereby make, publish and declare this paper writing as and for my Last Will and Testament, hereby revoking and annulling and cancelling any and all other Last Wills and Testaments heretofore made by me, in the following manner and form, that is to say, namely:

FIRST: I hereby direct my Executrix hereafter named to pay all of my just debts, including my funeral expenses and debts incurred in my last illness, so soon after my death as may be practicable.

SECOND: I give, devise and bequeath unto the Adas Israel Congregation located at 6th., and Eye Streets N. W., in the District of Columbia the sum of Two hundred (\$200.00) Dollars.

THIRD: I give, devise and bequeath unto the Hebrew Old Age Home located on Spring Road N. W., in the District of Columbia the sum of One Hundred (\$100.00) Dollars.

FOURTH: I give, devise and bequeath unto my wife, Rebecca Young, all of my property, both real, personal and mixed of whatsoever nature the same may be, and wheresoever the same may be situate which I now own or have an interest in, or which I may own or have an interest in at the time of my death, absolutely the personalty, and in fee simple the real estate. However, in the event that my wife shall not deed, convey or sell the real estate during her lifetime, and the same shall belong to her at the time of her death then and in either of said events, I hereby give, devise and bequeath all of my said real estate unto my two sons, in fee simple, equally, as tenants in common, share and share alike.

SIXTH: I hereby name, constitute and nominate my wife, Rebecca Young to be the Executrix of this my Last Will and Testament, and

request that she be permitted to discharge the duties in her reposed, without the necessity of giving bond for the faithful performance of her duties.

IN TESTIMONY WHEREOF, I have herunto affixed my hand and seal to this, my Last Will and Testament, at the City of Washington, in the District of Columbia, this 31st day of December A. D. 1938.

Isadore Young (SEAL)

Signed, Sealed, published and declared by Isadore Young, the Testator herein, as and for his Last Will and Testament in our presence and in the presence of each other, we herunto subscribe our names as attesting witnesses, this 31st day of December 1938, having first initialed the one (1) preceding page for identification.

Walter B. Thomas
ADDRESS: 775

Walter B. Thomas
ADDRESS: 1 Thomas Circle

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 foregoing is a true and full copy of the _____
Last Will and Testament

of _____

Isadore Young

_____ ~~of said County~~

deceased _____

_____ taken from _____ Copy filed and _____

Kept in the office of Register of Wills for Anne Arundel County.

Examiner's Exhibit No 3
Young, et al. v. Young, et al.
Equity No. 12,029

John S. Brown
34
FILED
1957 MAY 29 PM 12:16

IN TESTIMONY WHEREOF, I hereunto subscribed my name and affix the seal of said Court this _____ 18" _____ day of April _____ in the year of our Lord, nineteen hundred and fifty _____ -seven.

H. Stanley Clark
Register of Wills for Anne Arundel County

Int. Rev. Stamp \$1.10 - Md. State Stamp \$.70

THIS DEED, made this 25th day of September, 1942, by and between Mabel L. Gentner, widow, party of the first part, Grantor, and Joseph A. Katz and Sarah Katz, his wife, and Isadore Young and Rebecca Young, his wife, parties of the second part Grantees, all of the City of Washington, District of Columbia, WITNESSETH:

That for and in consideration of the sum of TEN DOLLARS and other good and valuable considerations paid by the said parties of the second part to the said party of the first part, the receipt whereof is hereby acknowledged the said party of the first part does hereby grant and convey unto the said Joseph A. Katz and Sarah Katz, his wife, as TENANTS BY THE ENTIRETIES, the survivor of them, their heirs and assigns in fee simple, as to an undivided one-half interest in the property hereinafter described, and the said Isadore Young and Rebecca Young, his wife, as TENANTS BY THE ENTIRETIES, the survivor of them, their heirs and assigns, in fee simple, as to the remaining undivided one-half interest, all that lot or parcel of ground situate, lying and being in the Eighth Election District of Anne Arundel County in the development known as "North Beach Park, a Re-Division of Holland Point Addition to North Beach", which is designated as Lot 5 of Block 7, according to the Plat of said "North Beach Park, a Re-Division of Holland Point Addition to North Beach" duly recorded among the Plat Records of Anne Arundel County in Liber W.N.W. No. 2, folio 30 and 70. (Cabinet No. 1-F, page 15).

BEING the same lot or parcel of ground which was conveyed to the said Mabel L. Gentner by Gibbs L. Baker and Caroline P. Baker, his wife, by deed dated August 19, 1926, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 39, folio 253.

TOGETHER with the buildings and improvements thereon erected, made or being each and every the rights, ways, roads, waters, privileges, appurtenances and advantages thereto belonging or orin any-wise appertaining.

TO HAVE AND TO HOLD the above described property unto and to the proper use and benefit of the said Joseph A. Katz and Sarah Katz,

FILED

1957 MAY 29 PM 12:16

*Examiner's Exhibit No 4
Young, et al. v. Young et al.
John S. Rouse, Jr. Exam.*

Quity No 12,029

his wife, as TENANTS by the entireties, the survivor of them, their heirs, and assigns, in fee simple, as to an undivided one-half interest in the property hereinbefore described, and to the said Isadore Young and Rebecca Young, his wife, as TENANTS BY THE ENTIRETIES, the survivor of them, their heirs and assigns in fee simple, as to the remaining undivided one-half interest in the property hereinbefore described. Subject, however, to the following covenants, conditions and restrictions which shall be taken and construed as running with the land and forming a part of the considerations.

1. Not more than one dwelling house shall be erected on any one lot and such dwelling shall not cost less than one thousand dollars.

2. No business of any kind, class or description shall be conducted on said premises without the written permission of the said Gibbs L. Baker, no spirituous or malt liquors shall be made, sold or kept for sale on the premises; no nuisance of offensive, noisy or illegal trade, ^{shall} be permitted on the premises, no building shall be erected within twenty feet of the front line of said property.

3. Said property or any building erected thereon shall not be occupied by any negro or colored person or any person of negro extraction, or any person of African descent.

4. The property conveyed is described, defined and limited by the lot and block number of the sub-division known as "North Beach Park a Re-Division of Holland Point Addition to North Beach" as filed and recorded in the Land Records of Anne Arundel County, Maryland, as aforesaid.

5. Any alterations, erasures or interlineation shall render this deed null and void unless and except the alterations, erasures, or interlineations shall be initialed by one of the grantors.

AND the said party of the first part does hereby covenant that she will WARRANT SPECIALLY the title to the property hereby conveyed, and that she will execute such other and further assurances of said land as may be requisite.

WITNESS the hand and seal of the said Grantor.

Witness:

CARL H. DONCH

MABEL L. GENTNER (SEAL)

CITY OF WASHINGTON, DISTRICT OF COLUMBIA, TO WIT:

I HEREBY CERTIFY that on this 25th day of September, 1942, before me, the subscriber, a Notary Public of the City of Washington, in and for the District of Columbia, personally appeared Mabel L. Gentner, widow, and duly acknowledged the foregoing instrument to be her act and DEED.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

CARL H. DONCH

NOTARY PUBLIC, D.C.

NOTARY PUBLIC

My commission expires May 26, 1947;

Recorded - 29th October, 1942, at 11:55 A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the foregoing Deed is truly taken and copied from Liber J.H.H. No. 270 Folio 232 one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 6th day of March A.D., 1952.

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



STATE OF MARYLAND

Anne Arundel County

LIBER 106 PAGE 297

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 foregoing is a true and full copy of the _____
Last Will and Testament

of

Rebecca Young

~~late of and County~~

deceased _____

taken from Copy filed and _____

Kept in the office of Register of Wills for Anne Arundel County.

IN TESTIMONY WHEREOF, I herewith subscribed my name and affix the seal of said Court this _____ 18" _____ day of April _____ in the year of our

Lord, nineteen hundred and fifty -seven.

H. Stanley Clark
Register of Wills for Anne Arundel County

Examiner's Exhibit No 5
Young, et al. v. Young et al.
Equity No 12,029
John S. [Signature]
38
FILED
1957 MAY 29 PM 12:16

106 298
FILED

LAST WILL AND TESTAMENT.

MAR 11 1954

of

REBECCA YOUNG.

THEODORE GOOSWELL
REGISTERED PROFESSIONAL
Clerk of Probate Court

I, Rebecca Young, of the District of Columbia, being of sound and disposing mind, memory and understanding, capable of making a valid contract or will, and being in good bodily health, realizing the certainty of Death but not the time thereof, and being desirous of settling my worldly affairs so as to be the better prepared to meet my Maker, when it shall please Him to call me Hence, do hereby make, publish and declare this paper writing as and for my Last Will and Testament, hereby revoking and annulling and cancelling any and all other Last Wills and Testaments heretofore made by me, in the following manner and form, that is to say, namely:

FIRST: I hereby direct my Executor hereafter named to pay all of my just debts, including my funeral expenses and debts incurred in my last illness, as soon after my death as may be practicable.

SECOND: I give, devise and bequeath unto the Hebrew Old Age Home, located on Spring Road N. W., in the District of Columbia the sum of One Hundred (\$100.00) Dollars.

THIRD: I give, devise, and bequeath unto the Adas Israel Congregation, located at 6th., and Eye Streets N. W., in the District of Columbia, the sum of Two Hundred (\$200.00) Dollars.

FOURTH: I give, devise and bequeath unto my beloved husband, Isadore Young, all of my property, both real, personal and mixed, of whatsoever nature the same may be, and wheresoever the same may be situate, which I now own or have an interest in, or which I may own or have an interest in at the time of my death, absolutely the personalty and in fee simple, the real estate. However, in the event that my husband shall not deed, convey or sell my real estate during his lifetime, and the same shall belong to him at the time of his death, then and in either of said events, I hereby give, devise and bequeath all of my said real estate standing in the name of my husband and at the time of his death, unto my two sons, in fee simple, equally, as tenants in common, share and share alike.

SIXTH: I hereby name, constitute and nominate my husband, Isadore Young to be the Executor of this my Last Will and Testament, and re-

Rebecca Young

113

Ry

quest that he be permitted to discharge the duties in him reposed, without the necessity of giving bond for the faithful performance of his duties.

IN TESTIMONY WHEREOF, I have hereunto affixed my hand and seal to this, my Last Will and Testament, at the City of Washington in the District of Columbia, this 31st day of December 1938.

Rebecca Young (SEAL)

Signed, Sealed, published and declared by Rebecca Young, the Testatrix herein, as and for her Last Will and Testament in our presence and in the presence of each other, we hereunto subscribe our names as attesting witnesses, this 31st day of December A. D. 1938, having first initialed the one (1) preceding page for identification.

William H. Hill

Address #1 Thomas Circle

Harold B. Thomas

Address #1 Thomas Circle

THIS AGREEMENT, Made this

day of

nineteen hundred and fifty-seven

, between

LIBER 106 PAGE 307

SALLY YOUNG, individually and as mother and next friend of Larry F. Young, Steven I. Young and Valerie S. Young, infants; and JEROME L. YOUNG and JEANNE M. YOUNG, his wife,

of the first part and

JOSEPH A. KATZ,

of the second part.

Witnesseth, that the said parties of the first part do hereby bargain and sell unto the said party of the second part, and the latter doth hereby purchase from the former, the following described property, situate and lying in the Eighth Election District of Anne Arundel County; all the right, title and interest of the parties of the first part (said interest being a one-half undivided fee simple interest) in and to Lots Nos. 5 and 11, as shown on a plat of North Beach Park, recorded among the Plat Records of Anne Arundel County in Plat Book No. 2, folio 36.

At and for the price of Twelve Hundred Dollars (\$1,200.00) for Lot No. 11 and ~~Dollars~~ of which Eight Hundred Dollars (\$800.00) for Lot No. 5; to be paid in cash ~~Dollars~~ within fifteen (15) days of the ratification of this contract by the Circuit Court for Anne Arundel County, in equity. If this contract is not ratified by said Court, ~~it shall be null and void.~~ it shall be null and void.

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

Taxes, and all other public dues and charges to be paid by the Vendee.

~~to be paid by the Vendor, and the Vendor shall be bound to pay the same~~

~~Time is the essence of this contract~~

Witness our hands and seals.

TEST: Mrs. Lillian Goldwasser

Jerome L. Young (SEAL)
Jerome L. Young

Jeanne M. Young (SEAL)
Jeanne M. Young

Sally Young [SEAL]
Sally Young, individually and as mother and next friend of Larry F. Young, Steven I. Young and Valerie S. Young, infants [SEAL]

[SEAL]

Joseph A. Katz [SEAL]
Joseph A. Katz

Elizabeth V. O'Leary

Emma F. [unclear]

1957 MAY 29 PM 12:16
Examiner's Exhibit No. 6
Young, et al v. Young, et al. Equit. No. 177029
John S. Rouse, Jr. Examiner

STATE OF MARYLAND :
SS.
ANNE ARUNDEL COUNTY:

I, H. Stanley Clark Register of Wills of Anne Arundel County, do hereby certify that Jerome Young, Ancillary Executor ~~of the Estate of Isadore Young~~ who died 6/3/50, has paid to the State of Maryland as Inheritance Tax the following:

- (a) Total Tax imposed \$40.00
- (b) Amount of discount allowed none
- (c) Amount of penalties and interest none
- (d) Total amount actually paid in cash \$40.00
- (e) Date of payment. 10/28/53

And I hereby further certify no Claim for Refund of such tax, or any portion thereof, is pending, nor has any refund of said tax, or any portion thereof, been authorized.

H. Stanley Clark
Register of Wills

Examiner's Exhibit No 7
Young, et al v. Young, et al, Entry No 12,029
John S. [Signature]

FILED
MAY 29 1957 PM 12:16

42

SALLY YOUNG, etc.

*

IN THE

&

CIRCUIT COURT

vs.

*

FOR

LARRY F. YOUNG, et al.

*

ANNE ARUNDEL COUNTY

*

No. 12,029 - Equity

* * * * *

DECREE OF COURT

This cause having been submitted for decree, the proceedings herein were read and considered,

It is thereupon, this 16th day of June, 1957, ADJUDGED, ORDERED and DECREED that the contract herein for the sale of a one-half undivided fee simple interest in and to Lots Nos. 5 and 11, Block 7, as shown on a plat of North Beach Park, recorded among the Plat Records of Anne Arundel County in Plat Book No. 2, folio 36, and more fully described by the deeds filed in these proceedings and marked "Exhibit No. 2" and "Exhibit No. 4", and also as set out in said contract of sale marked "Exhibit No. 6", by and between Sally Young, individually and as mother and next friend of Larry F. Young, Steven I. Young and Valerie S. Young, infants; and Jerome L. Young and Jeanne M. Young, his wife, and Joseph A. Katz; be, and it is hereby, ratified and confirmed; and Ridgely P. Melvin, Jr., is hereby appointed Trustee to convey all the right, title and interest of the infants, Larry F. Young, Steven I. Young and Valerie S. Young, in said property in accordance with the terms and provisions of the aforesaid contract.

And the Trustee, before executing the power conferred upon him by this decree, shall file with the Clerk of this Court a bond to the State of Maryland and executed by himself and a surety or sureties to be approved by this Court in the penalty of Two Thousand

43

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1957 JUN 10 PM 3:25

ORDER FOR REFERENCE TO AUDITOR

LIBER. 106 PAGE 306 A

ORDERED this 5th day of July, 1957, by the
Circuit Court for Anne Arundel County, that this case be, and the same
is hereby, referred to the Auditor to state an account making distri-
bution of the proceeds of the sale mentioned herein; and the Trustee
is allowed the usual commissions and such proper expenses as he shall
produce vouchers for to the Auditor.

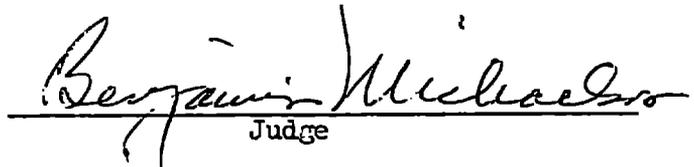
Benjamin Michaelson
Judge

117
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1957 JUL -6 AM 9:52

Dollars (\$2,000.00) conditioned upon 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 these proceedings.

And upon receipt of the purchase money from the sale, said Trustee shall convey the right, title and interest of the infants, Larry F. Young, Steven I. Young and Valerie S. Young, in said property to the purchaser by a good and sufficient deed and shall thereafter bring into this Court the money arising from said sale to be distributed under the direction of this Court after the deduction of all costs of this suit.


Judge

Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE 3

No 12,029
Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, RIDGELY P. MELVIN, JR.

and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of \$2,000.00 Dollars,

to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 14th day of June

in the year of our Lord one thousand nine hundred and fifty-seven.

WHEREAS, the above bounden Ridgely P. Melvin, Jr.

by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed Trustee to sell the real estate

mentioned in the proceedings in the case of Sally Young, etc.

vs:

Larry F. Young, et al., infants

now pending in said Court:

No. 12,029 Equity

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden

Ridgely P. Melvin, Jr.

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

Signed, sealed and delivered in the presence of:

Anna W. Smith

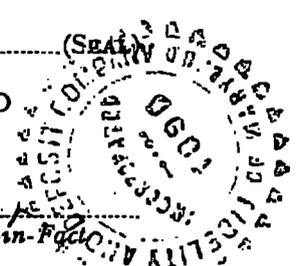
Ridgely P. Melvin, Jr. (SEAL)

WITNESS:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By *Anna W. Smith*
As to Surety

By *Ridgely P. Melvin, Jr.*
Attorney-in-Fact



FILED

Approved this 14 June, 1957.
George T. Cronwell, Clerk.

45

SALLY YOUNG, etc.

vs.

LARRY F. YOUNG, et al.

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IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 12,029 - Equity

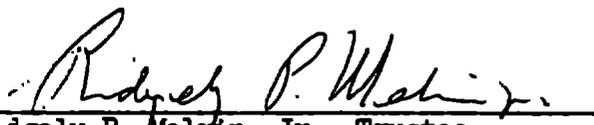
TRUSTEE'S REPORT

To the Honorable, the Judge of said Court:

The report of Ridgely P. Melvin, Jr., Trustee, appointed by a decree of this Court, passed in the above entitled cause, dated the 10th day of June 1957, to convey all the right, title and interest of the infant parties herein in certain real estate herein mentioned, respectfully shows:

That, after giving bond with security for the faithful performance of his trust, and after having complied with all the other prerequisites, as required by law and the said decree, he did, by deed dated 17 June 1957 grant and convey all the right, title and interest of the infants, Larry F. Young, Steven I. Young and Valerie S. Young, in and to the property mentioned herein to Joseph A. Katz in accordance with the terms and provisions of the contract of sale filed in these proceedings and ratified and confirmed by this Court by its aforesaid decree dated 10 June 1957; and your Trustee has received the full purchase money in accordance with the terms of said contract.

Respectfully submitted,


Ridgely P. Melvin, Jr., Trustee

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46 1957 JUL 2 PM 2:58

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that, on this 2nd day of *July* 1957, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared RIDGELY P. MELVIN, JR., Trustee named in the above report of sale, and made oath in due form of law that the matters and things stated in the foregoing report are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.



Paula J. Brown

Notary Public

Dr. Sally Young, Mother and Guardian of Larry F. Young, Steven I. Young and Valerie S. Young, infants vs. Larry F. Young, et al infants in ac.

To Trustee for Commissions, viz:	93 00	93 00
To Trustee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10 00	
Clerk of Court - Court costs	66 00	
Eugene M. Childs - Guardian ad Litem	4 00	
John G. Rouse, Jr. - Examiner's fee	10 00	
Irene Hazel - Stenographer's fee	12 00	
Auditor - stating this account	22 50	124 50
To Trustee for Expenses, viz:		
Capital-Gazette Press - order nisi (acct)	6 00	
Fred E. Voges - appraisal and testimony	50 00	
T. Carroll Worthington - appraisal and testimony	50 00	
Fidelity & Deposit Co. of Md. - bond premium	20 00	
Viola J. Brown - notary fee	50	126 50
BALANCE FOR DISTRIBUTION - \$1,656.00		
Distributed to the heirs at law of Isadore Young and Rebecca Young in the following proportions:		
(1) Net proceeds of Sale of Lot 11 Block 7, North Beach Park (three-fifths of \$1,656.00) - \$993.60		
To Sally Young, Widow of Harry Young, deceased son - one-sixth	165 60	
To Larry F. Young, son of Harry Young - one-ninth	110 40	
To Steven I. Young, son of Harry Young - one-ninth	110 40	
To Valerie S. Young, daughter of Harry Young - one-ninth	110 40	
To Jerome L. Young, son - one-half	496 80	993 60
(2) Net proceeds of Sale of Lot 5 Block 7, North Beach Park (two-fifths of \$1,656.00) - \$662.40		
To Jerome L. Young, son - one-half	331 20	
To Larry F. Young, son of Harry Young - one-sixth	110 40	
To Steven I. Young, son of Harry Young - one-sixth	110 40	
To Valerie S. Young, daughter of Harry Young - one-sixth	110 40	662 40
		2,000 00

#8

with

Ridgely P. Melvin, Jr., Trustee

C

1957	10	<p style="text-align: center;">undivided</p> <p>Proceeds of Sale of one-half interest in Lot No. 11 Block 7, North Beach Park (Contract dated 1957)</p>	1,200 00	2,000 10
		<p>Proceeds of Sale of undivided one-half interest in Lot 5 Block 7 North Beach Park (1957 Contract)</p>	800 00	
				2,000 00

1957 SEP 18 AM 11:57

ORDER NISI

LIBER 106 PAGE 309

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

Sally Young, Mother and Guardian
of Larry F. Young, et al, Infants
VERSUS
Larry F. Young,
Steven I. Young and
Valerie S. Young, Infants

No. 12,029 Equity.

ORDERED, This 18th day of September, 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 28th 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 28th day of October next.

George T. Lummell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 5th day of November, 1957, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

*Benjamin Mesheador
Associate Judge*

FILED

1957 NOV -5 PM 3:56

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 12,029 Equity SALLY YOUNG, Mother & Guardian of Larry F. Young, et al, Infants

Versus LARRY F. YOUNG, STEVEN I. YOUNG and VALERIE S. YOUNG, Infants

Ordered, this 18th day of September, 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 28th 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 28th day of October next.

GEORGE T. CROMWELL, Clerk True Copy: TEST: GEORGE T. CROMWELL, Clerk O-10

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 4, 1957

We hereby certify, that the annexed

Order Nisi, Eq. 12,029 Auditor account.

Sally Young

was published in

Maryland Gazette

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

successive weeks before the 28th

day of October, 1957. The first

insertion being made the 26th

September, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. C. 14353 1957 NOV -4 PM 3:08

By

H. Tilghman

WILLIAM EARLE BYRD
BESSIE JEMIMA BLACKBURN
MARY ELIZABETH SEWARD and
JOHN EDWIN BYED
c/o Albert B. Seward
1214-16 Clark Building
Pittsburgh 22, Pennsylvania

PLAINTIFFS

VS.

G. PERCY PLITT and
ELLA H. PLITT, his wife
R.F.D. Curtis Bay, Maryland

JOHN H. DAUER
1304 Mercantile Trust Building
Baltimore, Maryland, and

ALL OTHER PERSONS HAVING OR CLAIMING
TO HAVE ANY INTEREST IN THE PROPERTY
CONSISTING OF LOTS NOS. 38, 39, 42,
and 43, BLOCK O, AS SHOWN ON A PLAT
OF ORCHARD BEACH, THIRD ELECTION
DISTRICT, ANNE ARUNDEL COUNTY,
MARYLAND

DEFENDANTS

* * * * *

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators, complaining, say:

1. That on or about the 17th day of May, 1957, the Certificates of Tax Sale attached hereto, were issued by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, in accordance with the provisions of Section 97 of Article 81 of the Annotated Code of Maryland (1951 Edition), and duly assigned to your Orators by the County Commissioners of Anne Arundel County, the purchasers therein, and said Certificates are prayed to be taken as a part hereof.

2. That the properties mentioned in said Certificates are situate in the Third Election District of Anne Arundel County and are particularly described on a plat of Orchard Beach, which plat is duly recorded among the Plat Records of Anne Arundel County in Plat Book 2, page 26 (formerly Plat Book W.N.W. 2, Folio 26), as follows:

Certificate of Tax Sale No. A 3459: Lots Nos. 42 and 43 in Block O.

FILED

1957 JUN 26 PM 2:31

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 12,212 EQUITY

Being the identical lots of ground described less particularly in the said certificate, and assessed on the date of the Collector's Sale to "Percy & Ella Plitt", whose last known address was R.F.D. Curtis Bay, Maryland. The amount due on the date of the sale was \$25.13.

Certificate of Tax Sale No. ... 3460: Lots Nos. 38 and 39 in Block O. Being the identical lots of ground described less particularly in the said certificate, and assessed on the date of the Collector's Sale to John H. Dauer, whose last known address was 1304 Mercantile Trust Building, Baltimore, Maryland. The amount due on the date of the sale was \$23.76.

3. That the aforesaid properties have not been redeemed by any party in interest, although more than one year and one day from the date of the sale has expired.

4. The Plaintiffs pray for an Order of Publication directed to all parties of interest in the hereinbefore described properties.

5. Attached hereto as Exhibit "A" are the aforesaid Certificates of Tax Sale Nos. A 3459 and A 3460, which are prayed to be made a part hereof.

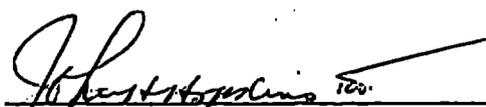
6. To redeem the properties, it is necessary for the Defendants to pay the sums as set out after the descriptions of the said properties with interest from the date of sale, all taxes, interest and penalties accruing subsequent to the day of sale which have actually been paid by the Plaintiffs and any reimbursements due the Plaintiffs under Sections 91 and 109 of Article 81 of the Annotated Code of Maryland (1951 Edition), and amendments thereof.

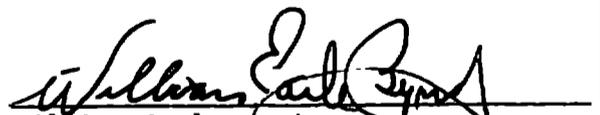
To The End Therefore,

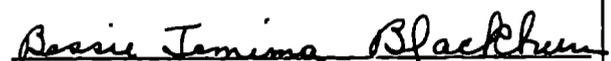
(a) That this Court may pass a final decree foreclosing all rights of redemption of the Defendants and of any persons claiming, by, through or under them, in and to the properties described herein.

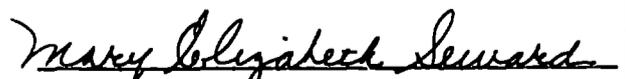
(b) And for such other and further relief as their case may require.

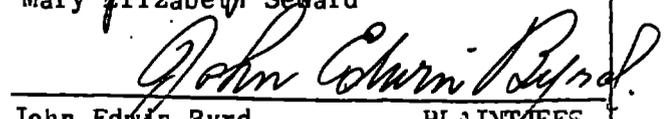
And as in duty bound, etc.


John H. Hopkins, IV
Solicitor for Plaintiffs
15 School Street
Annapolis, Maryland


William Earle Byrd


Bessie Jemima Blackburn


Mary Elizabeth Seward


John Edwin Byrd

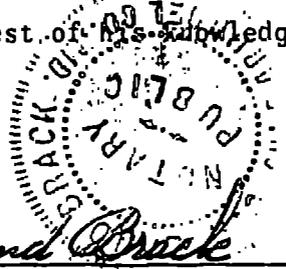
PLAINTIFFS

STATE OF *Maryland*, *Anne Arundel* COUNTY, TO WIT:

I HEREBY CERTIFY, that on this *17th* day of June, 1957, before me, the subscriber, a Notary Public of the State of *Maryland*, in and for the County aforesaid, personally appeared William Earle Byrd, and he acknowledged in due form of law that the matters and things set forth in the foregoing Bill of Complaint are true and bona fide to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

C. Roland Brack
C. Roland Brack Notary Public

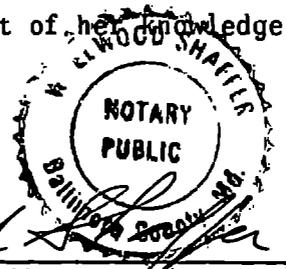


STATE OF *Maryland*, *Baltimore* COUNTY, TO WIT:

I HEREBY CERTIFY, that on this *17th* day of June, 1957, before me, the subscriber, a Notary Public of the State of *Maryland*, in and for the County aforesaid, personally appeared Bessie Jemima Blackburn, and she acknowledged in due form of law that the matters and things set forth in the foregoing Bill of Complaint are true and bona fide to the best of her knowledge and belief.

WITNESS my hand and Notarial Seal.

W. Elwood Shaffer
W. Elwood Shaffer Notary Public

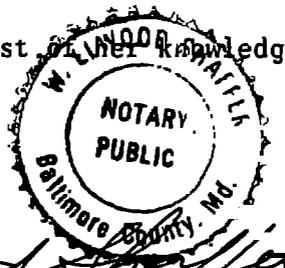


STATE OF *Maryland*, *Baltimore* COUNTY, TO WIT:

I HEREBY CERTIFY, that on this *17th* day of June, 1957, before me, the subscriber, a Notary Public of the State of *Maryland*, in and for the County aforesaid, personally appeared Mary Elizabeth Seward, and she acknowledged in due form of law that the matters and things set forth in the foregoing Bill of Complaint are true and bona fide to the best of her knowledge and belief.

WITNESS my hand and Notarial Seal.

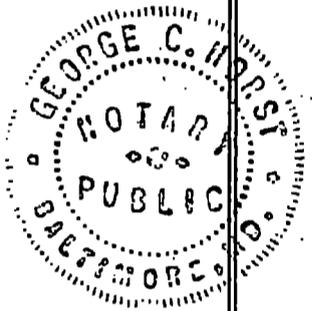
W. Elwood Shaffer
W. Elwood Shaffer Notary Public



STATE OF *Maryland*, *Baltimore* ^{City}~~COUNTY~~, TO WIT:

I HEREBY CERTIFY, that on this *17th* day of June, 1957, before me, the subscriber, a Notary Public of the State of *Maryland*, in and for the ^{City}~~County~~ aforesaid, personally appeared John Edwin Byrd, and he acknowledged in due form of law that the matters and things set forth in the foregoing Bill of Complaint are true and bona fide to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.



Geo. C. Horst
Geo. C. Horst Notary Public

Deplie te.

A 3459

CERTIFICATE OF TAX SALE

Joseph A. Green succeeded to *John M. Green*
Collector of Taxes for the State of Maryland and the
County of Anne Arundel, hereby certify that on October 9th 1939 I sold to A. A.

Co. Penn at public auction for the sum of 25.13 Dollars and

_____ Cents, of which 25.13 Dollars has been paid as a deposit on the property

in District 3 described as Lot 42 - 43 blk D
situated at Orchard Rd.

and assessed to Percy & Ella Pitt

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 10, 1940, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 17th day of May 19 57

Joseph A. Green
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 17 day of May 1957, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, *Joseph A. Green* Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Lillian P. Carter
Notary Public.

My Commission Expires May 4, 1959

FILED

1957 JUN 26 PM 2:31



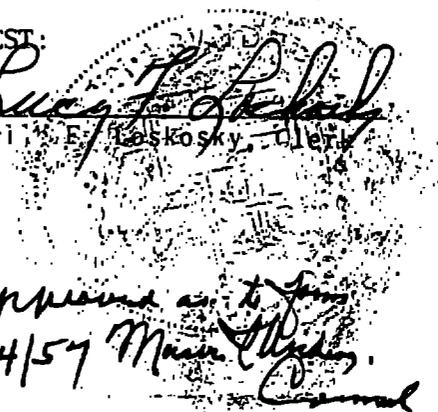
5-

LIBER 106 PAGE 315

For value received, the County Commissioners of Anne Arundel County, a body corporate, hereby assign all its right, title and interest in the property described in the within certificate of tax sale to William Earle Byrd, Bessie Jemima Blackburn, Mary Elizabeth Seward and John Edwin Byrd, as tenants in common.

WITNESS the hand of Ralph L. Lowman, President of County Commissioners of Anne Arundel County, and its corporate seal affixed and attested to by its Clerk this day of June, 1957.

ATTEST:

A circular seal of Anne Arundel County is visible in the background of the attestation section. The seal contains the text "ANNE ARUNDEL COUNTY" and "1654".
Lucy E. Koskosky
Lucy E. Koskosky, Clerk

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

*Approved as to form
44157 Main Street
Criminal*

Duplicate

A 3460

CERTIFICATE OF TAX SALE

Joseph A. Guzman, successor to *C. Albert Hodge*, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14th 1935, I sold to A. A. Co. Guzman at public auction for the sum of 23.76 Dollars and

23.76 Cents, of which 23.76 Dollars has been paid as a deposit on the property in District 3 described as Lots No. 38 & 39 Blk. Q as shown on the plat of Orchard Beach

and assessed to John A. Dauer

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 15, 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 17th day of May 1957

Joseph A. Guzman
Collector.

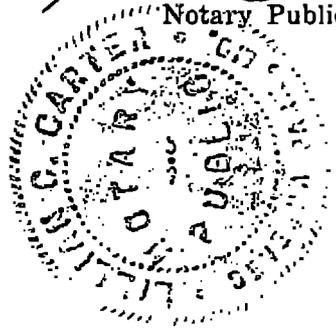
State of Maryland, Anne Arundel County, Sect:

I hereby certify that on this 17th day of May 1957, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, *Joseph A. Guzman*, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial, *Lillian J. Carter*
Notary Public.

My Commission Expires May 4, 1959
FILED

1957 JUN 26 PM 2:31



LIBER 106 PAGE 317

For value received, the County Commissioners of Anne Arundel County, a body corporate, hereby assign all its right, title and interest in the property described in the within certificate of tax sale to William Earle Byrd, Bessie Jemima Blackburn, Mary Elizabeth Seward and John Edwin Byrd, as tenants in common.

WITNESS the hand of Ralph L. Lowman, President of County Commissioners of Anne Arundel County, and its corporate seal affixed and attested to by its Clerk this _____ day of June, 1957.

ATTEST:

Lucy B. Loske
Lucy B. Loske, Clerk

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

Approved to issue:
William Earle Byrd, Bessie Jemima Blackburn, Mary Elizabeth Seward, John Edwin Byrd

WILLIAM EARLE BYRD
BESSIE JEMIMA BLACKBURN
MARY ELIZABETH SEWARD and
JOHN EDWIN BYRD
c/o Albert B. Seward
1214-16 Clark Building
Pittsburgh 22, Pennsylvania

IN THE

CIRCUIT COURT

PLAINTIFFS

VS.

G. PERCY PLITT and
ELLA H. PLITT, his wife
R.F.D. Curtis Bay, Maryland

FOR

JOHN H. DAUER
1304 Mercantile Trust Building
Baltimore, Maryland, and

ANNE ARUNDEL COUNTY

ALL OTHER PERSONS HAVING OR CLAIMING
TO HAVE ANY INTEREST IN THE PROPERTY
CONSISTING OF LOTS NOS. 38, 39, 42,
and 43, BLOCK O, AS SHOWN ON A PLAT
OF ORCHARD BEACH, THIRD ELECTION
DISTRICT, ANNE ARUNDEL COUNTY,
MARYLAND

NO. 12,212 EQUITY

DEFENDANTS

* * * * *

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property situate in Anne Arundel County, sold by the Collector of Taxes for Anne Arundel County and the State of Maryland, to the County Commissioners of Anne Arundel County and by mesne assignments to the Plaintiffs in this proceeding.

This property is described as Lots Nos. 38, 39, 42 and 43 in Block O, all as shown on a Plat of Orchard Beach, Third Election District, Anne Arundel County, Maryland, recorded among the Plat Records of said County in Plat Book 2, page 26.

The Bill states among other things that the amounts necessary for redemption have not been paid, although more than a year and a day from the date of the sale has expired.

It is thereupon this 26th day of June, 1957, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that notice be given by publication of a copy of this Order in some newspaper having a general

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1957 JUN 26 PM 2:43

circulation in Anne Arundel County, once a week for four (4) successive weeks, warning all persons having an interest in said property to be and appear in this Court on or before the *4th* day of *September*, 1957, and redeem the property and answer the Bill of Complaint, or thereafter a final Decree will be rendered foreclosing all rights of redemption in the property and vest in the Plaintiffs a title, free and clear of all encumbrances.

George T. Cromwell, Clerk

**IN THE CIRCUIT COURT
FOR ANNE ARUNDEL
COUNTY NO. 12,212
EQUITY**

**WILLIAM EARLE BYRD
HESSIE JEMIMA BLACKBURN
MARY ELIZABETH SEWARD and
JOHN EDWIN BYRD**
c/o Albert R. Seward
1214-16 Clark Building
Pittsburgh 22, Pennsylvania
PLAINTIFFS

Vs.

**G. PERCY PLITT and
ELLA H. PLITT, his wife
R.F.D. Cortis Roy, Maryland
JOHN H. DAUER**
1304 Mercantile Trust Building
Baltimore, Maryland, and
All Other Persons Having Or Claiming
To Have Any Interest In The Prop-
erty Consisting Of Lots Nos. 28,
30, 42, And 43, Block O, As Shown On
Plan Of Orchard Beach, Third Elec-
tion District, Anne Arundel County,
Maryland
DEFENDANTS

**Order Of
Publication**

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property situated in Anne Arundel County, sold by the Collector of Taxes for Anne Arundel County and the State of Maryland, to the County Commissioners of Anne Arundel County and by mesne assignments to the Plaintiffs in this proceeding.

This property is described as Lots Nos. 38, 30, 42 and 43 in Block O, all as shown on a Plan of Orchard Beach, Third Election District, Anne Arundel County, Maryland, recorded among the Plat Records of said County in Plat Book 2, page 28.

The Bill states among other things that the amounts necessary for redemption have not been paid, although more than a year and a day from the date of the sale has expired.

It is thereupon this 28th day of June, 1957, 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 (4) successive weeks, warning all persons having an interest in said property to be and appear to this Court on or before the 4th day of September, 1957, and redeem the property and answer the Bill of Complaint, or thereafter a final Decree will be rendered foreclosing all rights of redemption to the property and vest to the Plaintiffs a title, free and clear of all encumbrances.

GEORGE T. CROMWELL, Clerk
True Copy: TEST:
GEORGE T. CROMWELL, Clerk
Jy 25

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 106 PAGE 321

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 31, 1957

We hereby certify, that the annexed

Order of Publication
Eq. 12,212 Property
William Earle Byrd vs
G. Percy Plitt

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 September, 1957. The first

insertion being made the 3rd day of

July, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1957 JUL 31 PM 2:42

Tilghman

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL
COUNTY NO. 12,212
EQUITY

WILLIAM EARLE BYRD
HESSIE JENIMA BLACKBURN
MARY ELIZABETH SEWARD and
JOHN EDWIN BYRD
c/o Albert B. Seward
1214-16 Clark Building
Pittsburgh 22, Pennsylvania

PLAINTIFFS

Vs.

G. PERCY FLITT and
ELLA H. FLITT, his wife
R.F.D. Curtis Bay, Maryland
JOHN H. DAUER
1804 Mercantile Trust Building
Baltimore, Maryland, and
All Other Persons Having Or Claiming
To Have Any Interest In The Prop-
erty Consisting Of Lots Nos. 38,
39, 42, And 43, Block O, As Shown On
Plat Of Orchard Beach, Third Elec-
tion District, Anne Arundel County,
Maryland

DEFENDANTS

Order Of
Publication

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property situate in Anne Arundel County, sold by the Collector of Taxes for Anne Arundel County and the State of Maryland, to the County Commissioners of Anne Arundel County and by means assignments to the Plaintiffs in this proceeding.

This property is described as Lots Nos. 38, 39, 42 and 43 in Block O, all as shown on a Plat of Orchard Beach, Third Election District, Anne Arundel County, Maryland, recorded among the Plat Records of said County in Plat Book 2, page 28.

The Bill states among other things that the amounts necessary for redemption have not been paid, although more than a year and a day from the date of the sale has expired.

It is thereupon this 28th day of June, 1957, 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 (4) successive weeks, warning all persons having an interest in said property to be and appear in this Court on or before the 4th day of September, 1957, and redeem the property and answer the Bill of Complaint, or thereafter a final Decree will be rendered foreclosing all rights of redemption in the property and vest in the Plaintiffs a title, free and clear of all encumbrances.

GEORGE T. CROMWELL, Clerk
True Copy: TEST:
GEORGE T. CROMWELL, Clerk
Jy-25

OFFICE OF

Maryland Gazette

LIBER 106 PAGE 322 Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 23, 1957

We hereby certify, that the annexed

Order of Publication
Eq. 12,212 Property

William Earle Byrd
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 September, 1957. The first

insertion being made the 3rd

day of July, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1957 OCT -9 PM 3.40

WILLIAM EARLE BYRD, ET AL

*

NO. 12,212 EQUITY

Vs.

*

IN THE CIRCUIT COURT

*

FOR

G. PERCY PLITT, ET AL

*

ANNE ARUNDEL COUNTY

* * * * *

AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

John H. Hopkins, IV, Solicitor for the Plaintiffs herein, does hereby certify that on June 28, 1957, he caused a copy of the Bill of Complaint and the Order of Publication in the above entitled cause to be mailed by "Certified Mail", return receipt requested, to each of the Defendants in this case, at their last known Post Office addresses, according to the records of the Bureau of Assessments of Anne Arundel County. He further certifies that the returns from the aforementioned certified letters were as follows:

1. That the letter addressed to Mr. G. Percy Plitt, R.F.D., Curtis Bay, Maryland, was returned marked "Not At" and "Unknown".
2. That the letter addressed to Mrs. Ella H. Plitt, R.F.D., Curtis Bay, Maryland, was returned marked "Not At" and "Unknown".
3. That the letter addressed to Mr. John H. Dauer, 1304 Mercantile Trust Building, Baltimore, Maryland, was returned marked "Unknown".

He further certifies that he has checked the Orphans Court Records of Anne Arundel County, the telephone directories of Anne Arundel County and Baltimore City, and he is unable to locate the Defendants or a record of their estates; that he does not have any other addresses for the said Defendants, nor does he know the names or addresses of the heirs of any of the said Defendants who may be deceased, nor has he any way of ascertaining same.

John H. Hopkins, IV
 John H. Hopkins, IV
 Solicitor for Plaintiffs

Subscribed and sworn to before me this 23rd day of September, 1957.

Linwood L. Clark
 Linwood L. Clark Notary Public

FILED
1957 OCT -9 PM 3:40

WILLIAM EARLE BYRD, ET AL LIBER 106 PAGE 324 IN THE CIRCUIT COURT
vs. FOR
G. PERCY PLITT; ET AL ANNE ARUNDEL COUNTY
NO. 12,212 EQUITY

* * * * *

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the summons for the defendants were twice returned "non est" and/or "non sunt", and it appearing further that the Order of Publication heretofore issued in these proceedings having been duly published in the Maryland Gazette, a newspaper printed and published in Anne Arundel County, Maryland, and the Defendants aforesaid, their heirs-at-law, or other persons claiming to have any interest in the property which is the subject matter of these proceedings, having failed to appear here in person or by solicitor and answer the Bill of Complaint filed against them.

It is thereupon this 10th day of October, 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 the Defendants, G. Percy Plitt, Ella H. Plitt, his wife, and John H. Dauer, their heirs-at-law and those claiming by, through or under them, and all persons having claim or claiming to have any interest in the property which is the subject matter of these proceedings.

Benjamin Michaelson
Judge

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1957 OCT 10 PM 3:40

WILLIAM EARLE BYRD, ET AL

NO. 12,212 EQUITY

VS.

IN THE CIRCUIT COURT

FOR

G. PERCY PLITT, ET AL

ANNE ARUNDEL COUNTY

* * * * *

AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

John H. Hopkins, IV, Solicitor for the Plaintiffs herein, does hereby certify that he searched the Land Records of Anne Arundel County, the Records of the Register of Wills of Anne Arundel County, and the Law and Equity Records of Anne Arundel County for a period of forty (40) years immediately prior to the institution of this suit, and he is unable to locate the Defendants or a record of their estates, nor do said Records show the names of the heirs of any of the said Defendants who may be deceased, and that he has no way of ascertaining the same.

John H. Hopkins, IV
John H. Hopkins, IV
Solicitor for Plaintiffs

Subscribed and sworn to before me this 6th day of November, 1957.

Linwood L. Clark
Linwood L. Clark, Notary Public
7 800 AM

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5

WILLIAM EARLE BYRD, ET AL

NO. 12,212 EQUITY
IN THE CIRCUIT COURT

VS.

FOR

G. PERCY PLITT, ET AL

ANNE ARUNDEL COUNTY

* * * * *

DECREE

This cause, standing ready for hearing and being submitted, the proceedings were read and considered, and it is 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 property.

It is, thereupon, this 12th day of November, 1957, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED:

1. That all rights of redemption of the several Defendants or of anyone claiming, by, through or under them, in and to the properties described in this proceeding, as having been sold by the Treasurer of Anne Arundel County, for the non-payment of taxes, be and the same are hereby barred and foreclosed.

2. That an absolute and indefeasible title, in fee simple, to said properties, 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 the public assessments to which the same are subject) are hereby vested in the Plaintiffs.

3. That, upon payment to him of the balances, if any, due on the purchase price of said properties, 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 properties to the Plaintiffs.

4. That the Plaintiffs shall pay the costs of this proceeding.

Benjamin Michaelson
Judge

FILED
1957 NOV 12 PM 3:40

Arundel Federal Savings and Loan	*	IN THE CIRCUIT COURT
Association of Baltimore City	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
Frank McCall and Dorothy	*	Equity No. <u>12177</u>
L. McCall, his wife	*	17-33

* * * * *

PETITION TO FORECLOSE LAND INSTALLMENT CONTRACT

The Petition of Arundel Federal Savings and Loan Association of Baltimore City by Mezger and Mezger, their solicitors, respectfully represents:

FIRST: That on the fifth day of February, 1957, your Petitioner entered into an agreement with the Defendant for the sale of certain fee simple property situate in the Third Election District of Anne Arundel County and known and designated as Lot No. Sixty-Five (65), as shown on Plat No. 1 of Riviera Isle, which plat is recorded among the Land Records of Anne Arundel County in Plat Book 26, folio 10, at and for the sum of Nine Thousand Fifty (\$9,050.00) Dollars of which Two Hundred Fifty (\$250.00) Dollars paid by the Defendants at the time of the signing of the contract and the balance together with interest, taxes, insurance, etc., to be paid in monthly installments of Seventy-Two (\$72.00) Dollars; Whereas, said Defendants assented to the passage of a decree for the sale of said property in the event of a default, all of which will appear from said contract marked "Petitioner's Exhibit No. 1", filed herewith as a part of this Petition.

SECOND: That the Defendants having defaulted in the payments to be made under said contract, your Petitioner, through its agent and attorney, in accordance with the provisions of Article 21, Section 121, of the Public General Laws of Maryland, gave notice by certified mail by letter dated April 12th, 1957, of default under said contract, of the amount of the said default and that the contract would be terminated on and after May 15th, 1957, unless the Defendant made good such default, all of which will appear in the copy of said letter filed herewith as "Petitioner's Exhibit No. 2" as a part of this Petition.

THIRD: That the Defendants did without notice to your Petitioner vacate the said premises leaving no forwarding address and therefore the notice of

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1957 MAY 31 AM 10:47

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

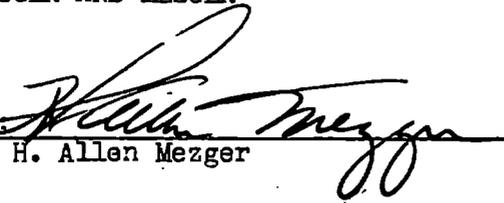
default heretofore referred to was returned undelivered; in view thereof your Petitioner, through its Executive Vice-President, did cause the property to be posted, copy of said notice being attached to and filed herewith as "Petitioner's Exhibit No. 3".

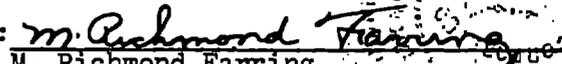
FOURTH: That your Petitioner, through M. Richmond Farring, its Executive Vice-President, certifies that the notice of default as set forth in Article 21, Section 121, aforesaid, has been complied with.

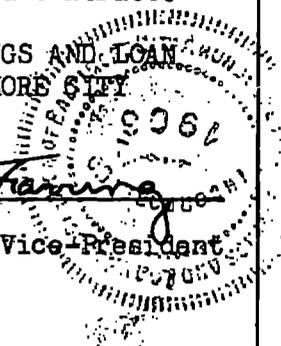
WHEREFORE YOUR PETITIONER PRAYS that a Decree may be passed for the sale of said property in accordance with the terms of said contract.

MEZGER AND MEZGER

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

By: 
H. Allen Mezger

By: 
M. Richmond Farring,
Executive Vice-President



STATE OF MARYLAND, COUNTY OF BALTIMORE -- , to wit:

I HEREBY CERTIFY, that on this 29th - day of May - - , one thousand nine hundred and fifty-seven, before me, the subscriber, a Notary Public in and for the County aforesaid, personally appeared M. Richmond Farring, Executive Vice-President of the Arundel Federal Savings and Loan Association of Baltimore City, who made oath in due form of law that the matters and facts set forth in the foregoing petition are true and correct and that the notice of default referred to in said Petition was duly given to the Defendants, in compliance with Article 21, Section 121, of the Public General Laws of Maryland.

AS WITNESS my hand and Notarial Seal.


Elaine E. Seeger
Notary Public

My Commission Expires May 4th, 1959.

Standard Land Installment Contract

Approved by Real Estate Board of Baltimore

LIBER 106 PAGE 329

This Agreement of Sale, made this 5th day of February 1957, between Arundel Federal Savings and Loan Association of Baltimore City, who resides at Patapsco Avenue & Fourth St., and whose post-office address is Brooklyn, Baltimore 25, Maryland Seller, and Frank McCall and Dorothy L. McCall, his wife who resides at Elizabeth Road, Route 8, Pasadena P. O., Maryland, and whose post-office address is _____, Buyer

Witness that the said Seller does hereby bargain and sell unto the said Buyer, and the latter does hereby purchase from the former the following described property, situate and lying in the Third Election District of Anne Arundel County, Maryland, being known and designated as Lot 65, on the Plat of Riviera Isle located on Elizabeth Road, in fee simple, as it is in its present condition without any further improvements or repairs.

at and for the cash price of \$ 9,000.00
 Fees and other charges, if any \$ 50.00
 Insurance, covering loss by fire, extended coverage

in the amount of \$ 10,000.00, payable to Seller and/or Buyer as their interests may appear.

Policy expires one year from date

Total Purchase Price \$ 9,050.00
 Paid on account by Buyer \$ 250.00
 Principal balance owed by Buyer \$ 8,800.00

The above principal balance, together with the following listed property expenses, shall be paid by Buyer to Seller at Arundel Federal Savings and Loan Association of Baltimore City, Patapsco Avenue and Fourth Street, Brooklyn, Baltimore 25, Maryland in consecutive monthly installments of \$ 100.00 for the first nine months and thereafter in consecutive (monthly) ~~weekly~~ installments of \$ 72.00 each, which shall severally become due and payable on the fifth day of each and every (month) ~~week~~ beginning with the first installment due on the fifth day of March, 1957.

Interest at 6% per annum on present unpaid balance of purchase price \$ 141.00
 Annual Ground Rent (if any) \$ None
 Present Annual Taxes (approximately) \$ 6.00
 Estimated Annual Water Rent \$ None
 Insurance Premiums \$ 6.00
 Other Public Charges, as follows: \$ None

Said installment payments shall first be applied by the Seller, as provided in Chapter 596 of the Laws of Maryland, 1951, to the payment of (a) taxes, assessments and other public charges levied or assessed against said property and paid by the Seller; (b) ground rent, if any, paid by the Seller; (c) insurance premiums on said property paid by the Seller; (d) interest on unpaid balance owed by the Buyer; (e) principal balance owed by Buyer. As the principal balance is reduced the amount of interest charged will become less, so that payments on principal will be correspondingly increased. It is understood that taxes, water rent and other public charges may vary from time to time, and that in the event of any increase in such charges, the installment payments shall be increased accordingly, and that in the event of any decrease in such charges the difference shall be credited to the unpaid balance of the purchase price.

Seller agrees that Buyer shall have the right to accelerate any or all installment payments.

Collateral security (if any) taken for vendee's obligation under this contract:

PETITIONER'S EXHIBIT NO. 1 **FILED** 1957 MAY 31 AM 10:47

It is understood and agreed that, at any time during the life of this contract, upon thirty days written notice and demand by the Seller, Buyer shall accept a conveyance of the premises, pay the customary transfer charges, and execute a purchase money mortgage or mortgages to the Seller, or to a mortgagee or mortgagees procured by the Seller, in the amount of the unpaid principal balance then owing under this contract, said mortgage or mortgages to contain the provisions and covenants set forth in Section 119 (6) of Chapter 596 of the Laws of Maryland, 1951.

The Seller shall have the right at all times to mortgage the property and to maintain a mortgage or mortgages thereon in accordance with the provisions of Section 119 (5A) of Chapter 596 of the Laws of Maryland, 1951.

Any such mortgage or mortgages executed under the provisions of this paragraph shall be for such term as may be required to amortize completely said principal sum, together with interest at the rate of 6 per cent per annum (not more than six per cent per annum), and the expenses as described herein, upon the payment of periodic amounts not greater than those required under this contract.

The Buyer agrees:

- 1. To keep the premises in good order and in as good condition as when received, the natural wear and decay of the property excepted.
- 2. That he will not assign or transfer this agreement without the written consent of the Seller.
- 3. That all necessary alterations or repairs shall be made by him at his own expense.
- 4. That he will make the payments provided hereunder when and as they become due.
- 5. That he will not do, suffer or permit anything to be done in or about the premises which will contravene the policies of insurance against loss by fire.
- 6. That he will not use or permit the use of the premises for purposes other than those of a dwelling.
- 7. That he will not rent the premises in whole or part without first obtaining the written consent of the Seller.

8. That he will comply with all local and other laws and regulations governing occupancy and use of the said premises. Said property has been inspected by Buyer prior to the date of this contract and Buyer accepts it in its present condition. There are no collateral understandings or agreements as to any repairs, alterations, or additions to be now or hereafter made by the Seller.

THE SELLER has/has not received notice from a public agency requiring repairs or improvements to be made to the property herein described.

AND upon payment as above provided of the unpaid purchase money, a deed for the property containing covenants of special warranty and further assurance, shall be executed at the Buyer's expense by the Seller, which shall convey the property to the Buyer. Title to be good and merchantable, free of liens and encumbrances, except as specified herein and except: Use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the sub-division in which the property is located, and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the property. The herein described property is to be held at the risk of the Seller until legal title has passed or right of possession has been given.

Ground rent, rent, water rent, taxes (including Metropolitan District charges for water and sewer, if any) and other public charges, on an annual basis, against the premises shall be apportioned as of February 5th, 1957, at which time right of possession shall be given; and the said parties hereto hereby bind themselves, their heirs, executors and administrators, for the faithful performance of this agreement.

It is also understood and agreed that the Seller shall immediately have all of the insurance policies on the property so endorsed as to protect all parties hereto, as their interests may appear, and continue said insurance in force during the life of this Contract, at the expense of the Buyer.

DEFAULT: Failure of Buyer to make payments as herein provided or to abide by and perform all the terms, covenants, conditions and obligations of this contract shall constitute a default, and shall, in addition to other remedies provided by law, entitle the Seller to make a sale of the property in accordance with the provisions of Sec. 122 of said Chapter 596, Laws of Maryland, 1951. Said Buyer hereby assents to the passing of a decree by the Circuit Court of Baltimore City or the Circuit Court Number Two of Baltimore City, or by the Circuit Court for the County in which the property is located, for a sale of said property in accordance with the provisions of said Sec. 122 of Chapter 596, Laws of Maryland, 1951. And upon any sale of said property under the powers hereby granted, the proceeds shall be applied as follows, to wit: 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 property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; second, to the extinguishment of all claims of the Seller herein, his, its, or their heirs, executors, administrators, successors, or assigns, whether the same shall have then matured or not, and third, the balance, if any, to the Buyer herein, his or their heirs, executors, administrators, or assigns.

This Contract contains the final and entire Agreement between the parties hereto, and neither they nor their Agents shall be bound by any terms, conditions or representations not herein written; time being of the essence of this Agreement. Cost of all documentary stamps required by law shall be divided equally between the parties hereto.

Witness in duplicate the hands and seals of the parties hereto the day and year first above written, the seller by its corporate name and seal and signed by its president.

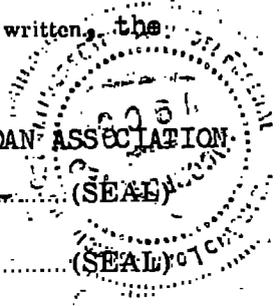
NOTICE TO BUYER

You are entitled to a copy of this contract at the time you sign it.

E. Jane Rusinek
 E. Jane Rusinek Witness
E. Jane Rusinek
 E. Jane Rusinek Witness

By: *John P. Helmer*
 John P. Helmer Seller's Signature

 Seller's Signature



Date signed by Seller..... February 5th..... 1957.....

E. Jane Rusinek
 E. Jane Rusinek Witness
E. Jane Rusinek
 E. Jane Rusinek Witness

Frank McCall
 Frank McCall Buyer's Signature
Dorothy L. McCall
 Dorothy L. McCall Buyer's Signature

Date signed by Buyer..... February 5th..... 1957.....

RECEIPT FOR COPY OF THIS CONTRACT

The undersigned Buyer hereby acknowledges receipt of copy of the foregoing contract this

.....5th..... day of..... February..... 1957.....

E. Jane Rusinek
 E. Jane Rusinek
E. Jane Rusinek
 E. Jane Rusinek

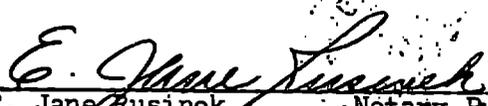
Frank McCall
 Frank McCall Buyer
Dorothy L. McCall
 Dorothy L. McCall Buyer

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

LIBER 106 PAGE 331

I HEREBY CERTIFY, that on this 5th day of February, in the year one thousand nine hundred and fifty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city aforesaid, personally appeared John P. Heomer, President of the within named corporation, known to me, to be the person whose name is subscribed to the within contract, and he acknowledged the foregoing Contract to be the corporate act of said body corporate.

AS WITNESS my hand and Notarial Seal.

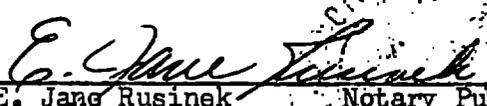

E. Jane Rusinek Notary Public

My Commission Expires May 6th, 1957.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 5th day of February, in the year one thousand nine hundred and fifty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city aforesaid, personally appeared Frank McCall and Dorothy L. McCall, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within Contract, and they acknowledged the foregoing Contract to be their act and contract.

AS WITNESS my hand and Notarial Seal.


E. Jane Rusinek Notary Public

My Commission Expires May 6th, 1957.

MEZGER AND MEZGER
ATTORNEYS AND COUNSELLORS AT LAW
200 WEST SARATOGA STREET
PARK AVENUE AND SARATOGA STREET
BALTIMORE 1, MARYLAND
LEXINGTON 9-8080

LIBER 106 PAGE 332

April 12, 1957

Mr. Frank McCall
Mrs. Dorothy L. McCall
Elizabeth Road, Route 8
Pasadena P. O., Maryland

Dear Mr. and Mrs. McCall:

Pursuant to Article 21, Section 121 of the Annotated Code of Maryland, we wish to advise you on behalf of our client, the Arundel Federal Savings and Loan Association of Baltimore City, Vendor, that under your Standard Land Installment Contract with it, dated February 5, 1957, involving the sale of property in the Third Election District of Anne Arundel County, and known as Lot No. 65, Riviera Isle, you are one month in default in your \$100.00 monthly payments, and that unless you comply with the terms of said contract and pay this arrearage before May 15, 1957, this contract will terminate, and the Arundel Federal Savings and Loan Association will exercise its rights under the terms of the contract.

Very truly yours,

H. Allen Mezger

HAM:ael
56-381

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

PETITIONER'S EXHIBIT NO. 2

FILED

1957 MAY 31 AM 10:47

C
O
P
Y

April 17, 1957

Mr. and Mrs. Frank McCall
Elizabeth Road, Route 8
Riviera Isle, Pasadena, Maryland

Dear Mr. and Mrs. McCall:

Pursuant to Article 21, Section 121 of the Annotated Code of Maryland, we wish to advise you that under your Standard Land Installment Contract with us, dated February 5, 1957, involving the sale of property in the Third Election District of Anne Arundel County, and known as Lot No. 65, Riviera Isle, you are one month in default in your \$100.00 monthly payments, and that unless you comply with the terms of said contract and pay this arrearage before May 17, 1957, this contract will terminate, and the Arundel Federal Savings and Loan Association will exercise its rights under the terms of the contract.

Very truly yours,

M. Richmond Farring

M. Richmond Farring
Executive Vice President

MRF/jr

PETITIONER'S EXHIBIT NO. 3

FILED

1957 MAY 31 AM 10:47

Arundel Federal Savings and Loan *
Association of Baltimore City *
vs. *
Frank McCall and Dorothy *
L. McCall, his wife *

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
Equity No. 12177

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 31st day of May, in the year nineteen hundred and fifty-seven, by the Circuit Court of ~~Baltimore~~ County of Anne Arundel, in Equity ~~City~~, ADJUDGED, ORDERED AND DECREED, that the property in the proceedings mentioned be sold, at or after any one of the periods limited in the contract filed for the forfeiture of said contract; that H. Allen Mezger 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 by the Clerk thereof, in the penalty of Eighty-Nine Hundred (\$8900.00) 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, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in the ~~City of Baltimore~~ County of Anne Arundel, as he shall think proper, of the time, place, manner and terms of sale, which shall be cash; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs and assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and vendee and those claiming

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

FILED
1957 JUN -1 AM 11:25

7

by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the contract claim, duly verified by affidavit, as required by law, be filed in said cause.

Matthew S. Evans
Judge

KNOW ALL MEN BY THESE PRESENTS:

THAT WE H. Allen Mezger, 200 W. Saratoga Street, Baltimore 1, Maryland as principal, and Maryland Casualty 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 Eight Thousand Nine Hundred and 00/100 (\$ 8,900.00) Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 8th day of July in the year of our Lord one thousand nine hundred and fifty-seven

LIBER 106 PAGE 336

WHEREAS, the above bounden H. Allen Mezger by virtue of a decree of the Honorable Judge of the Circuit Court of Anne Arundel County Baltimore City, has been appointed trustee to sell Certain Property

mentioned in the proceedings in the case of Arundel Federal Savings & Loan Association of Baltimore City vs. Frank McCall and Dorothy L. McCall, his wife

now pending in said Court:

Now the Condition of the above Obligation is such, THAT IF THE ABOVE BOUNDEN H. Allen Mezger 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

Martha M. Mitchell Martha M. Mitchell

L. Pill

H. Allen Mezger [SEAL] MARYLAND CASUALTY COMPANY [SEAL] By Joseph F. Howell, Attorney-in-Fact [SEAL]

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the Maryland Casualty Company a corporation of the State of Maryland

does hereby constitute and appoint Vandervoort Rand, Ralph C. Holliday & Joseph E. Howell or Roberta H. Taylor

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

WITNESS the seal of the said Maryland Casualty Company duly affixed by its Vice-President and attested by its Assistant Secretary, this 6th day of October, 1957

MARYLAND CASUALTY COMPANY By: E. Kemp Cathcart Vice President

ATTEST:

D. W. Vauthier Assistant Secretary

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

FILED, 19 57

1957 JUN 26 PM 2:51

MARYLAND CASUALTY COMPANY D. W. Vauthier Assistant Secretary

Approved this 26 June 1957

Arundel Federal Savings and Loan	*	IN THE
Association of Baltimore City	*	CIRCUIT COURT
vs.	*	OF
Frank McCall and Dorothy L.	*	ANNE ARUNDEL COUNTY
McCall, his wife	*	Equity No. 12177

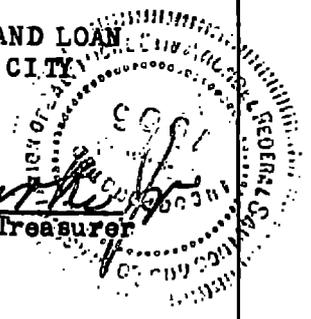
* * * * *

STATEMENT OF BALANCE DUE UNDER CONTRACT OF SALE

Original Amount of Contract of Sale		\$ 9,000.00
Less - Total amount paid on account of Principal	\$ 211.20	
Plus - Debit Expense Account	<u>105.11</u>	<u>106.09</u>
Net Balance		8,893.91
Plus accumulated interest to August 31st, 1957 (with interest thereafter at rate of 6% per annum)		<u>179.22</u>
Total balance due under Contract of Sale		\$ 9,073.13

ARUNDEL FEDERAL SAVINGS AND LOAN
ASSOCIATION OF BALTIMORE CITY

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



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

I HEREBY CERTIFY, that on this 18th day of June in the year nineteen hundred and fifty seven, before me, a Notary Public of the State of Maryland, in and for said County of Anne Arundel, personally appeared Henry C. Bourke, Jr., Treasurer of the 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 balance due under Contract of Sale filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal.

E. Jane Rusinek
E. Jane Rusinek, Notary Public



My Commission Expires May 4th, 1958 **FILED**

1957 JUL 19 AM 9:24

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

Arundel Federal Savings and Loan
Association of Baltimore City
vs.
Frank McCall and Dorothy L.
McCall, his wife

IN THE
CIRCUIT COURT

OF
~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

Equity No. 12177

~~BOOK~~ ~~EEK~~

LIBER 106 PAGE 338

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.

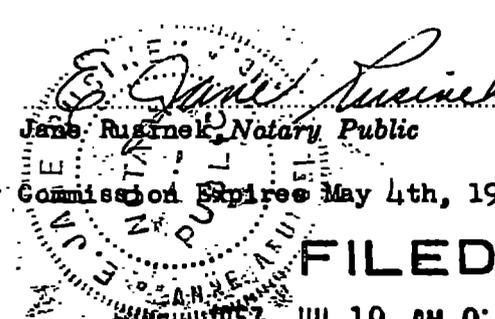
ARUNDEL FEDERAL SAVINGS AND LOAN
ASSOCIATION OF BALTIMORE CITY

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



Subscribed and sworn to before me
this 18th day of July 1957

E. Jane Rusinek
E. Jane Rusinek, Notary Public
My Commission Expires May 4th, 1959



FILED

1957 JUL 19 AM 9:24

Arundel Federal Savings and Loan	*	IN THE CIRCUIT COURT
Association of Baltimore City	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
Frank McCall and Dorothy L.	*	Equity No. 12177
McCall, hiswife	*	

* * * * *

CERTIFICATION

We hereby certify, that on the 2nd day of August, 1957, we sold at public auction for the highest price obtainable to the Arundel Federal Savings and Loan Association of Balto. City, the property described as follows:

ALL THAT LOT OF GROUND AND IMPROVEMENTS, situate and lying in the Third Election District of Anne Arundel County, Maryland, being known and designated as Lot Sixty-five (65), on the Plat No. 1, Riviera Isle located on Elizabeth Road, and recorded among the Plat Records of Anne Arundel County in Plat Book No. 26, folio 10.

at and for the price of Nine Thousand (\$9,000.00) 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 & 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 Nine Thousand (\$9,000.00) Dollars.

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

ARUNDEL FEDERAL SAVINGS AND LOAN
ASSOCIATION OF BALTIMORE CITY

By: *H. C. Bourke, Jr.*
H. C. Bourke, Jr., Treasurer

FILED

1957 AUG 10 AM 9:13

REPORT OF SALE

Arundel Federal Savings and Loan
Association of Baltimore City
vs.
Frank McCall and Dorothy L.
McCall, his wife

IN THE
CIRCUIT COURT

—OF—

~~BALTIMORE COUNTY~~
ANNE ARUNDEL COUNTY
Equity No. 12177

LIBER 106 PAGE 340

To The Honorable Judge of the
Circuit Court of Baltimore City:

The Report of Sale of H. Allen Mezger, Trustee

~~Trustee~~ appointed by the decree in the above entitled cause, to make sale of fee simple property situate at Riviera Isle, known as Lot 65, Plat 1, on Elizabeth Road, Third Election District, 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 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

daily newspaper published in Baltimore City for more than three successive weeks preceding the day of sale, said Trustee, H. Allen Mezger did pursuant to said notice on Friday the 2nd day of August, 1957 at 2:30 o'clock P.M, attend on the premises and then and there sold at public auction the fee simple property hereinbefore referred to, to the Arundel Federal Savings and Loan Association of Baltimore City at and for the sum of Nine Thousand (\$9,000.00) Dollars, the entire amount of the purchase price to be paid upon ratification of said sale, all expenses to be adjusted to date of sale.

H. Allen Mezger
H. Allen Mezger, Trustee

County
State of Maryland, ~~City~~ of Baltimore, Set:

I HEREBY CERTIFY, That on this 9th day of August, 1957 before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared H. Allen Mezger, Trustee

~~Trustee~~, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

As witness my hand and Notarial Seal,

Elaine E. Seeger
Elaine E. Seeger
Notary Public

My Commission Expires May 4th, 1959.

FILED
1957 AUG 10 AM 9:14

ORDER NISI

LIBER 106 PAGE 341
IN THE

ARUNDEL FEDERAL SAVINGS and LOAN
ASSOCIATION of BALTIMORE CITY

versus

FRANK McCALL and
DOROTHY L. McCALL, his wife

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,177 Equity

Ordered, this 10 day of August, 1957, That the sale of the
Property in these proceedings mentioned
made and reported by H. Allen Mezger
Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16
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 16
day of September next.

The report states that the amount of sale ~~was~~ ^{was} \$9,000.00

FILED 1957 AUG 10
AM 9:14

George T. Cromwell
Clerk.

True Copy,

TEST: Clerk.

(Final Order)

ARUNDEL FEDERAL SAVINGS and LOAN
ASSOCIATION of BALTIMORE CITY

versus

FRANK McCALL and
DOROTHY L. McCALL, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 18th day of September, 1957,
that the sale made and reported by the Trustee aforesaid, be and the same ^{is} hereby Ratified and Confirmed
no cause to the contrary having been shown, although due notice appears to have been given as required by the Order
Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall pro-
duce vouchers for the Auditor.

FILED
1957 SEP 18 PM 3:10

Benjamin M. ...
Judge

14

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 106 PAGE 342

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 12,177, Equity
ARUNDEL FEDERAL SAVINGS and
LOAN ASSOCIATION of BALTIMORE
CITY

Versus

FRANK McCALL, and
DOROTHY T. McCALL, his wife
Ordered, this 10th day of August,
1957, That the sale of the Property
in these proceedings mentioned made
and reported by H. Allen Mesger,
Trustee, BE RATIFIED AND CON-
FIRMED, unless cause to the contrary
thereof be shown on or before the 16th
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 suc-
cessive weeks before the 16th day of
September next.

The report states that the amount
of sale was \$0,000.00.

GEORGE T. CROMWELL, Clerk
True Copy: TEST:

GEORGE T. CROMWELL, Clerk

8-8

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 16, 1957

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

Order Nisi Sale
Eq. 12,177

Frank McCall

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4 -----

successive weeks before the 16th -----

day of September, 1957. The first

insertion being made the 15th ----- day of

August, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M. G. / 1957-342 17 AM 11:49

In the Case of

LIBER 106 PAGE 343

In the

Circuit Court

For

Anne Arundel County

No. 12, 177

Equity

Arundel Federal Savings and Loan

Association of Baltimore City

vs.

Frank McCall

and

Dorothy L. McCall, his wife

To the Honorable, the Judges of said Court:

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

[Dotted lines for text entry]

September 27, 1957

All of which is respectfully submitted.

Laura R. Jackson Auditor.

FILED

1957 OCT -3 PM 12:52

Dr.

in ac.

Arundel Federal Savings & Loan Association of Baltimore City vs.
 Frank McCall and Dorothy L. McCall, his wife

To Trustee for Commissions, viz:	300	00	300	00
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Trustee for Expenses, viz:				
Capital-Gazette Press - advertising sale	31	24		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Maryland Casualty Co. - bond premium	35	60		
E. T. Newell & Co., Inc. - auctioneer's fee	25	00		
One-half Federal documentary stamps	4	95		
One-half State documentary stamps	4	95		
Elaine E. Seeger - notary fee		50	116	24
To Arundel Federal Savings and Loan Ass'n of Baltimore City, - this balance on account claim under Contract of Sale	8,559	29	8,559	29
			9,027	03
Amount of Seller's claim filed	9,073	13		
Cr. Amount allowed above	8,559	29		
Balance due	513	84		

with

Cr.

1957

Aug.

2

Proceeds of Sale

9,000 00

9,000 00

Refund 1957 State and County taxes
(\$65.69) adjusted to 8/2/57 -
151 days

27 03

27 03

9,027 03

ORDER NISI

LIBER 106 PAGE 346

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

Arundel Federal Savings & Loan

Association of Baltimore City

VERSUS

Frank McCall

and

Dorothy L. McCall, his wife

No. 12,177

Equi.

ORDERED, This 3 day of October, 1957, That Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 11 day of 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 11 day of November next.

filed 3-Oct 1957. 1 PM

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 13th day of November, 1957, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin M. ... Judge

FILED

957 NOV 14 AM 11:17

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. 12,177 Equity
ARUNDEL FEDERAL SAVINGS
AND LOAN ASSOCIATION OF
BALTIMORE CITY

versus
FRANK McCALL and
DOROTHY L. McCALL, his wife

Ordered, this 3rd day of Octo-
ber, 1957, That the Report and
Account of the Auditor, filed this
day in the above entitled cause
BE RATIFIED AND CONFIRM-
ED, unless cause to the contrary
be shown on or before the 11th
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 11th day of November
next.

GEORGE T. CROMWELL, Clerk
True Copy: TEST:
GEORGE T. CROMWELL, Clerk
O-24

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 4, 1957

We hereby certify, that the annexed

Order Nisi, Eq. 12,177
Auditor account.

Frank McCall.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 3

successive weeks before the 11th

day of November, 1957. The first

insertion being made the 1st day of

October, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M. C. 1457 Nov -4 PM 3:08

No. 12,074 Equity

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
FRANK C. SMITH AND JANYCE SMITH, his wife	:	ANNE ARUNDEL COUNTY
	:	(In Equity)

Mr. Clerk:

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

1. Original Mortgage from the said Frank C. Smith and Janyce Smith, his wife to Baltimore Federal Savings and Loan Association, dated October 19th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1073 folio 192.

Walter S. Calwell

Walter S. Calwell
Attorney Named in Mortgage

FILED
1957 MAR 16 AM 11:08

No. 12,074 Egan

LIBER 106 PAGE 349

LIBER 1073 PAGE 192

This Mortgage, Made this 19th day of October, in the year one thousand, nine hundred and fifty-six, between FRANK C. SMITH and JANYCE SMITH, his wife

of Anne Arundel County, in the State of Maryland, Mortgagor, and the BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of EIGHT THOUSAND NINE HUNDRED NINETY-FIVE and 00/100ths (\$8995.00) Dollars, receipt of which is hereby acknowledged by the Mortgagor, being part of the purchase money for the property hereinafter described;

AND WHEREAS, said Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of six per-cent (6%) per annum in the manner following:

By the payment of SIXTY-FOUR and 45/100ths (\$64.45) Dollars, commencing on the first day of December, 1956, and continuing on the first day of each month thereafter until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) towards the payment of the aforesaid principal sum.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagor does grant, convey and assign unto the said Mortgagee, its successors and assigns, all that lot(s) of ground situate and lying in Anne Arundel County, in said State, and described as follows:

BEING known and designated as Lot #17, Block A, as shown on Second Revised Plat of Bodkins Plains dated February, 1953 by James D. Hicks, Surveyor, and recorded among the Land Records of Anne Arundel County in Plat Book 25, folio 12.

BEING the same lot of ground which by an Assignment dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto which was granted and assigned by The Wilco Holding Company unto the within named Mortgagors.

FILED

1957 MAR 16 AM 11:08

Plaintiff's Exhibit A

LIBER 106 PAGE 350

LIBER 1073 PAGE 193

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 178 of the Laws of Maryland passed at the January Session of the General Assembly in the year 1955 or any amendment, or addition thereto.

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(s) of ground and premises unto the said Mortgagee, its successor and assigns, for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the yearly rent of One hundred eight and 00/100^{ths} (\$108.00) Dollars payable half-yearly on the 19th days of April and October in each and every year

It is agreed that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary, and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced shall be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to.

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

And the said Mortgagor, for himself, his heirs, personal representatives and assigns, covenant with the said Mortgagee, 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, an installment of the ground rents, if any, and of the taxes and special assessments levied or to be levied against the premises covered by this mortgage and an installment of the premium or premiums that will become due and payable to renew such insurance on the premises covered hereby against loss by fire or other hazards, casualties and contingencies as may be reasonably required by the Mortgagee in amounts, for periods, and in a company or companies through such Agents or Brokers satisfactory to the Mortgagee. These installments shall be equal respectively to one-twelfth (1/12) of the annual ground rent, if any, plus the estimated premium or premiums for such insurance, and taxes and assessments next due (as estimated by the Mortgagee) less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date when such premium or premiums and taxes and assessments will become delinquent. The Mortgagee shall hold such installments in trust to pay the ground rents, if any, premium or premiums, and taxes and assessments before the same become delinquent; (2) to repay the indebtedness, together with interest, as herein provided; (3) to keep the buildings on the premises insured against loss by fire and wind-storm and other hazards, casualties and contingencies for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor, his heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (4) to pay all ground rent, taxes, water rent, insurance, public dues assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable; (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof; (6) 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; (7) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (8) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days; (9) 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; (10) that this loan may be prepaid, in whole or in part, in an amount not less than one monthly installment of principal, provided that six month's advance interest may be charged on that part of the aggregate amount of all prepayments made in any one year which exceeds twenty per cent (20%) of the original principal amount of the loan as a consideration for the acceptance of such prepayment.

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

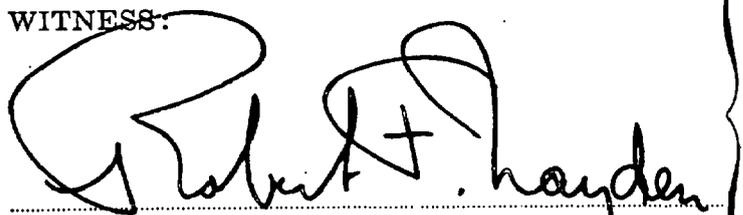
AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns or Walter S. Calwell or Joseph J. Callahan, 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 \$100.00 Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, 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, his heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

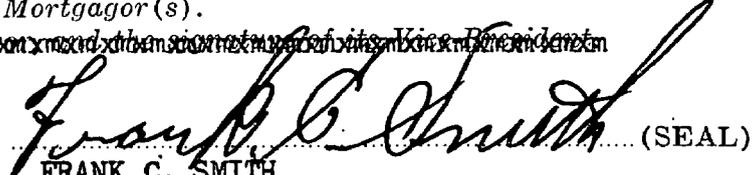
The said Mortgagor covenants that he will warrant specially the property hereby conveyed, and that he will execute such further assurances as may be requisite. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the hand(s) and seal(s) of the said Mortgagor(s).

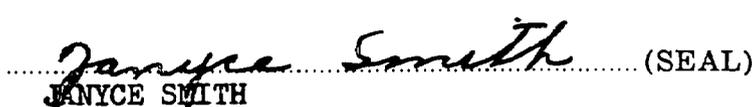
~~WITNESS the corporate seal of the said Mortgagee and the signature of its Vice President~~

WITNESS:


ROBERT F. HAYDEN

 (SEAL)
FRANK C. SMITH

..... (SEAL)

 (SEAL)
JANICE SMITH

..... (SEAL)

No. 12, 07# Equity

MILITARY AFFIDAVIT

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, 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 the City aforesaid, per-
sonally appeared **Walter S. Calwell**
and made oath in due form of Law that the Defendants
Frank C. Smith and Janyce Smith, his wife
against whom foreclosure proceedings were instituted are
not in the Military Service of the United States or of any
Nation with which the United States is allied in the present
war, that they have not been ordered to report for induction
under the Selective Training and Service Act of 1940, that
they are not members of the Enlisted Reserve Corps, and have
not been ordered to report for service therein, ~~therein~~

~~to be~~ and that the Affiant's source of
information was the family of the Defendant

Walter S. Calwell

Walter S. Calwell

Clara M. Link

Clara M. Link - Notary Public



FILED
1957 MAR 16 AM 11:08

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

FRANK C. SMITH AND

JANYCE SMITH, his wife

IN THE

ANNE ARUNDEL

Circuit Court for ~~Baltimore~~ County

IN EQUITY.

No. 12,074.

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Baltimore Federal Savings and Loan Association

under the mortgage from Frank C. Smith and Janyce Smith, his wife

to Baltimore Federal Savings and Loan Association

dated the 19th day of October, 1956, and recorded among the Land Records

of ~~Baltimore~~ Anne Arundel County in Liber G.T.C. No. 1073 Folio 192

Amount of Mortgage \$8995.00

Less - amount paid on principal 19.47

8975.53

Plus - interest to 4/25/1957 217.02

9192.55

Plus - overdraft in expense account 48.32

9240.87

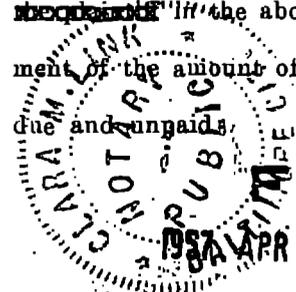
CITY

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

I HEREBY CERTIFY, that on this 23rd day of April in the year nineteen hundred and fifty-seven, before me, the subscriber a Notary Public City

Eugene K. Reilly, Vice President of Baltimore Federal Savings and Loan Association, holder of the Mortgage

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



Clara M. Link
Clara M. Link - Notary Public

No. 12,074 Equity



227 ST PAUL STREET BALTIMORE, MD

80 JOHN STREET NEW YORK, N. Y.

Know All Men by These Presents:

That we Walter S. Calwell Baltimore Federal Building Baltimore, Maryland

as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of NINETY-FIVE HUNDRED AND 00/100 (\$9500.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 22nd day of April in the year nineteen hundred and fifty-seven

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from Frank C. Smith and Janyce Smith, his wife

bearing date the 19th day of October nineteen hundred and fifty-six and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1073, Folio 192, and

Lot 17 Block "A" Bodkins Plains Anne Arundel Co Maryland is about to sell the land and premises described in said Mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

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

Walter S. Calwell

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

Signed, Sealed and Delivered in the presence of

Walter S. Calwell (Seal)

Attest: Clara M. Smith

Assistant Secretary- Alvin E. Leroy

NEW AMSTERDAM CASUALTY COMPANY Vice-President J. P. Eferman

FILED

1957 APR 25 AM 9:40

Approved this 23rd day of April, 1957. George J. Cromwell, Clerk.

**Attorney's
Sale
OF VALUABLE
LEASEHOLD PROPERTY**

Under and by virtue of the power and authority contained in a Mortgage from Frank C. Smith and Janyce Smith, his wife to Baltimore Federal Savings and Loan Association, dated October 19th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1073 folio 192 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

**Thursday, April 25, 1957
at 2 o'clock P. M.**

all that Leasehold lot of ground, situate and lying at the corner of Lake and Lockwood Roads, near Mountain Road, Pasadena Section, Third Election District of Anne Arundel County.

Being known and designated as Lot No. 17, Block A, as shown on Second Revised Plat of Bodkins Plains, dated February, 1953 by James D. Hicks, Surveyor, and recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12.

Subject to the payment of an annual ground rent of \$108.00.

The improvements thereon consist of a modern frame dwelling containing 5 rooms, 1 bath, forced air oil fired heat and car port.

TERMS OF SALE: A cash deposit of \$500.00 will be required of the purchaser at the time of sale, balance of purchase price upon final ratification of sale by the Circuit Court of Anne Arundel County and to bear interest from date of sale to settlement. Taxes, ground rent and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

WALTER S. CALWELL,
Attorney Named in Mortgage.
E. T. NEWELL & CO. INC.,
Auctioneer.

A-18

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

FRANK C. SMITH AND
JANYCE SMITH, his wife

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

(In Equity)

No. 12, 074 Equity

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney

Named in Mortgage, dated October 19th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1073 folio 192 from said Frank C. Smith and Janyce Smith, his wife

to the Baltimore Federal Savings and Loan Association, which

Mortgage is filed in said cause pending, respectfully shows -

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

25th day of April, 1957 at two o'clock P.M.,

attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County

being known and designated as Lot No. 17, Block A, as shown on Second Revised Plat of Bodkins Plains, dated February, 1953 by James Hicks, Surveyor, and recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12, more particularly and at length described in the aforementioned Mortgage and attached advertisement of sale.

BY TERMS OF SALE, a cash deposit of ~~Five~~ ^{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
1957 APR 30 PM 9:48

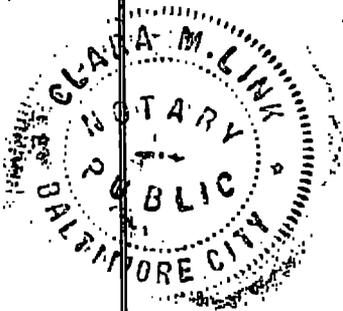
The property was sold to The Cedarhurst Construction Company, subject to the payment of an annual ground rent of One Hundred eight (\$108.00) Dollars, at and for the sum of Seventy-seven Hundred (\$7700.00) Dollars, said purchaser being then and there the highest bidder.

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

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 26th day of April, 1957 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.



Clara M. Link
Clara M. Link - Notary Public

FILED
1957 APR 30 PM 9:48

ORDER NISI

LIBER 106 PAGE 358
IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,074 Equity

WALTER S. CALWELL,
Attorney Named in Mortgage
versus
FRANK C. SMITH and
JANYCE SMITH, his wife

Ordered, this 30th day of April, 1957, That the sale of the Property in these proceedings mentioned made and reported by Walter S. Calwell, Attorney Named in Mortgage ~~Trustee~~

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

The report states that the amount of sales ^{was} ~~to be~~ \$ 7,700.00

Filed
1957 Apr 30 AM 10:25

George T. Cromwell Clerk.

True Copy.

TEST: _____ Clerk.

(Final Order)

WALTER S. CALWELL,
Attorney Named in Mortgage
versus
FRANK C. SMITH and
JANYCE SMITH, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 7th day of June, 1957, that the sale made and reported by the ~~Trustee~~ ^{attorney} aforesaid, be and the same ~~is~~ ^{is} hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ ^{attorney} allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

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. 12074 Equity
WALTER S. GALWELL, Attorney
Named in Mortgage
vs.
FRANK C. SMITH and JANVUE
SMITH, his wife.

Ordered, this 30th day of April, 1957.
That the sale of the Property in these
proceedings mentioned made and re-
ported by Walter S. Galwell, Attorney
Named in Mortgage BE RATIFIED
AND CONFIRMED, unless cause to the
contrary thereof 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.

The report states that the amount of
sale was \$7,700.00.

GEORGE T. CROMWELL, Clerk.

True Copy. TEST:

GEORGE T. CROMWELL, Clerk

M-23

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 6, 1957

We hereby certify that the annexed

Order Nisi Sale
Eq. 12,074

Frank C. Smith

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 3rd

day of June, 1957. The first

insertion being made the 2nd day of

May, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By

Hazel P. Tilghman

FILED

No. M. G. 11,288

1957 JUN -7 AM 10:30

In the Case of

LIBER 106 PAGE 360

In the

Circuit Court

For

Anne Arundel County

No. 12,074

Equity

Walter S. Calwell,
Attorney named in Mortgage

VS.

Frank C. Smith
and
Janyce Smith, his wife

To the Honorable, the Judges of said Court:

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

September 30, 1957

All of which is respectfully submitted.

Laura R. Fickling
Auditor.

FILED

1957 OCT -9 PM 12:54

12

Dr.

Walter S. Calwell, Attorney named in Mortgage vs. Frank S. Smith and Janyce Smith, his wife

in ac.

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	266	37	366	37
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	40	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
New Amsterdam Casualty Co. - bond premium	38	00		
E. T. Newell & Co., Inc. - auctioneer's fee	25	00		
One-half Federal documentary stamps	4	40		
One-half State documentary stamps	4	40		
Clara M. Link - notary fees	1	25	127	05
To Attorney for Ground Rent, viz:				
Semi-annual ground rent of \$54.00 due 4/19/57 - six days	1	80	1	80
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	7,416	99	7,416	99
			7,963	71
Cr. Amount of mortgage claim filed	9,240	87		
Cr. Amount allowed above	7,416	99		
Balance subject to decree in personam	1,823	88		

ORDER NISI

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

Frank C. Smith

and

Janyce Smith, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,074

Equity.

ORDERED, This 9th day of October, 1957, That the Report and Account of the Auditor, filed this day in the above entitled cause,

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

George T. Crannell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 19th day of November, 1957, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~proceeds~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

*Benjamin Michaelson
Judge*

FILED

757 NOV 19 PM 12:20

Handwritten:
Tues
1957 Oct 9
PM 12:54

16

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. 12,074 Equity

WALTER S. CALWELL,
Attorney Named in Mortgage
versus
FRANK C. SMITH and
JANYCE SMITH, his wife

Ordered, this 9th day of October, 1957, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 18th day of 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 18th day of November next.

GEORGE T. CROMWELL, Clerk
True Copy: TEST:
GEORGE T. CROMWELL, Clerk
O-31

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 7, 1957

We hereby certify, that the annexed

Order Nisi, Eq. 12,074
Auditor account

Frank C. Smith

was published in

Maryland Gazette

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

successive weeks before the 18th

day of November, 1957. The first

insertion being made the 17th day of

October, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 1444 1957 NOV -7 PM 3:02

By

H. Tilghman

WILLIAM C. ROGERS, Attorney * IN THE
 Named in Mortgage * CIRCUIT COURT
 VS * OF
 LEONARD L. SHORT and * BALTIMORE CITY
 GERTRUDE I. SHORT, his wife * *No. 12,270 Equity*

* * * * *

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Fraternity Federal Savings and Loan Association under the mortgage from Leonard L. Short and Gertrude I. Short, his wife, to Fraternity Federal Savings and Loan Association, dated July 1, 1955, and recorded among the Land Records of Baltimore City in Liber M.L.P. No. 9848, folio 53, and recorded among the Land Records of Anne Arundel County, in Liber B.T.C. No. 942, folio 507.

October 2, 1957

Leonard L. Short and wife
 1225 Glyndon Avenue (City)
 464 Carvel Road (County)
 Baltimore, Maryland

Original Amount of Loan	\$9,100.00
Interest	1,195.24
Ground Rent	90.00
Sanitary Charges	45.88
Taxes	384.09
	<u>\$10,815.21</u>
Less Amount of Payments	2,385.05
BALANCE DUE	<u>\$ 8,430.16</u>

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: /s/ William G. Riggs
 William G. Riggs, Secretary

STATE OF MARYLAND)
) To Wit:
 CITY OF BALTIMORE)

I HEREBY CERTIFY that on this 2nd day of October, 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, 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 foregoing is a true and just statement of the amount of the Mortgage Claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

/S/ Thomas E. Kelly, Jr.
 THOMAS E. KELLY, JR. Notary Public

(Notarial Seal)

**State of Maryland,
City of Baltimore, ss:**

LIBER 106 PAGE 366

I, HENRY J. RIPPERGER, Clerk of the Circuit Court of Baltimore City, do hereby certify that
the above is a true copy of the original State of Mortgage Debt

now on file in this office in the cause therein entitled as above

In Testimony Whereof, I hereto set my hand and affix the
seal of the said CIRCUIT COURT, this 3rd

day of October A. D., 19 57

Henry J. Ripperger
Clerk.



UNITED STATES CASUALTY COMPANY

60 JOHN STREET, NEW YORK

LIBER 106 PAGE 367

No. 12,270

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 1st
 day of October ----- 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 Leonard L. Short and Gertrude I. Short, his
 wife, to Fraternity Federal Savings and Loan Association, a body corporate-
 bearing date the 1st ----- day of July ----- nineteen hundred and fifty-five
 and recorded among the Land ----- Records of Anne Arundel County, in Liber BTC
No. 942 -----, Folio 507 - on ~~and~~ property known as 464 Carvel Road, Carvel Beach,
Anne Arundel County, Maryland; and recorded among the Land Records of
Baltimore City, in Liber MLP No. 9848, Folio 53 on property known as
1225 Glyndon Avenue, Baltimore City, Maryland- - - - - -
 is about to sell the land and premises described in said Mortgage, default having been made in the payment of
 the money as specified, and in the conditions and covenants therein contained.

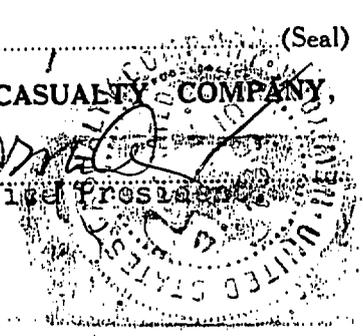
Now the Conditions of this Obligation are Such, That if the above bounden -----
William C. Rogers

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: G. Lee Burgess
 G. Lee Burgess, Assistant Secretary

William C. Rogers (Seal)
 ----- (Seal)
 ----- (Seal)
 UNITED STATES CASUALTY COMPANY,
 By J.F. Eierman, Vice President



State of Maryland,
City of Baltimore, ss:

LIBER 9 PAGE 151

LIBER 106 PAGE 368

I, HENRY J. RIPPERGER, Clerk of the Circuit Court of Baltimore City, do hereby certify that
the above is a true copy of the original Mortgagee and Attorney's Bond

now on file in this office in the cause therein entitled William C. Rogers, &c. vs.
Leonard L. Short, et al

In Testimony Whereof, I hereto set my hand and affix the

seal of the said CIRCUIT COURT, this 3rd

day of October, A. D., 19 57

Henry J. Ripperger
Clerk.

FILED
1957 OCT -4 AM 11:02

*Bond approved this
4th day of October 1957
Henry J. Ripperger
Clerk*

2

No. 12, 270 Equity

WILLIAM C. ROGERS, Attorney * IN THE
 Named in Mortgage * CIRCUIT COURT
 VS * OF
 LEONARD L. SHORT and * BALTIMORE CITY
 GERTRUDE I. SHORT, his wife *

* * * * *

REPORT OF SALE

TO THE HONORABLE
THE JUDGE OF THE CIRCUIT COURT OF BALTIMORE CITY:

The Report of Sale of William C. Rogers, Attorney Named in Mortgage to make sale of 1225 Glyndon Avenue, Baltimore City, Maryland, and 464 Carvel 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 Daily Record, a daily newspaper published in Baltimore City and in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, for more than three successive weeks preceding the day of said sale, said Attorney Named in Mortgage, William C. Rogers, did pursuant to said notice, on Saturday, October 5, 1957, at 10:00 o'clock A.M., attend on the premises and then and there sold the leasehold property 1225 Glyndon Avenue, Baltimore City, Maryland, mentioned and described in the attached advertisements of sale which are prayed to be taken as part of this Report, unto Fraternity Federal Savings and Loan Association, at and for the price of \$2,750.00, which said sum was the highest amount bid for the property; and at 11:30 o'clock A.M., did attend at the Court House Door, Annapolis, Maryland, and then and there sold the said fee simple property No. 464 Carvel Road, Anne Arundel County, Maryland, mentioned and described in the attached advertisements of sale which are prayed to be taken as part of this Report, unto Charles H. Hurley and Thelma Hurley, his wife, at and for the price of \$7,500.00, which said sum was the highest amount bid for the property; or a total of both properties of \$10,250.00.

William C. Rogers
 WILLIAM C. ROGERS, Attorney
 Named in Mortgage

STATE OF MARYLAND)
) To Wit:
 CITY OF BALTIMORE)

I HEREBY CERTIFY that on this *5th* day of October, 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 that the facts stated in the foregoing Report of Sale are true as therein set forth and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

(Seal) *Herbert C. Moore*
 FILED Notary Public

1957 NOV 21 PM 12:22

ORDER NISI ON REPORT OF SALES

USER 106 PAGE 370

No. 12,270 Equity

WILLIAM C. ROGERS, &C.

IN THE

CIRCUIT COURT

vs.

-OF-

LEONARD L. SHORT, ET AL

BALTIMORE CITY

ORDERED, by the Circuit Court of Baltimore City this 9th day of October, 1957, that the total Sale^s of the property mentioned in these proceedings, made and reported by

William C. Rogers

Trustee, be RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12th day of November, 1957. Provided, a copy of this order be inserted in some daily newspaper printed in Baltimore City, once in each of three successive weeks, before the 4th day of November, 1957.

The Report states the amount of total sale^s to be \$ 10,250.00

Henry J. Ripperger, Clerk

True Copy.

Test Clerk.

FILED

1957 NOV 21 PM 12:22

THE DAILY RECORD
(Certificate of Publication)

No. 12,270 Equity

LIBER 106 PAGE 371

William C. Rogers, Solicitor,
The Rogers Building,
113 East Baltimore Street.
IN THE CIRCUIT COURT OF BAL-
TIMORE CITY — (C-210-1957) —
William C. Rogers, &c. vs. Leonard L.
Short, et al.
Ordered, by the Circuit Court of Bal-
timore City this 9th day of October,
1957, that the total sales of the prop-
erty mentioned in these proceedings,
made and reported by WILLIAM C.
ROGERS, trustee, be ratified and
confirmed, unless cause to the con-
trary thereof be shown on or before
the 12th day of November, 1957; pro-
vided, a copy of this order be inserted
in some daily newspaper printed in
Baltimore City, once in each of three
successive weeks, before the 4th day of
November, 1957.
The report states the amount of
total sales to be \$10,250.
HENRY J. RIPPERGER,
True Copy—Test: Clerk.
HENRY J. RIPPERGER,
Clerk.
10.17.54
HENRY J. RIPPERGER, Solicitor

Baltimore, Md., October 24, 1957.

We hereby certify that the annexed advertisement
of Order.....Nisi.....Circuit Court.....

of Baltimore City,

Case Of

William C. Rogers, etc.

vs. Leonard L. Short, et al

was published in THE DAILY RECORD, a daily
newspaper published in the City of Baltimore, once in
each of three successive weeks before the

4th day of November, 1957.

First insertion October 10, 1957.

THE DAILY RECORD

Per J. H. McGowan

FILED

1957 NOV 21 PM 12:22

WILLIAM C. ROGERS, &C.

LIBER

106 PAGE 372

IN THE

No. 12,270
Equity

CIRCUIT COURT

-OF-

BALTIMORE CITY

: vs.

LEONARD L. SHORT, ET AL

ORDERED BY THE COURT, This 13th

day of November, 1957, that the total sale made and reported by the
Trustee, on October 9th, 1957

aforsaid, be and the same is hereby finally Ratified and Confirmed, no cause to the con-
trary having been shown, although due notice appears to have been given as required by the Order
Nisi passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as

he shall produce vouchers for to the Auditor.

FILED

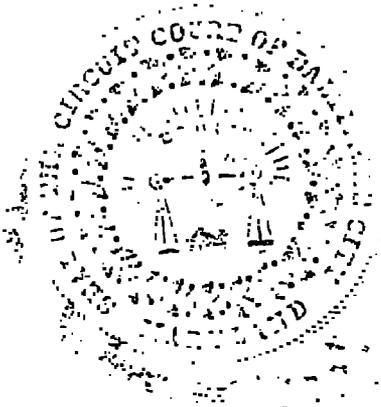
1957 NOV 21 PM 12:22

Edwin Harlan

**State of Maryland,
City of Baltimore, ss:**

I, HENRY J. RIPPERGER, Clerk of the Circuit Court of Baltimore City, do hereby certify that the above is a true copy of the original Report of Sale, Order Nisi on Report of Sale, Certificate of Publication and Final Order of Ratification

now on file in this office in the cause therein entitled as above, and that the Mortgagee's and Attorney's Bond has been filed



In Testimony Whereof, I hereto set my hand and affix the seal of the said CIRCUIT COURT, this 14th

day of November A. D., 19 57

Henry J. Ripperger
Clerk.

6

No. 12,143 Equity

WALTER S. CALWELL,
Attorney Named in Mortgage

IN THE CIRCUIT COURT

VS.

FOR

MILLARD M. BENNER AND
RITA D. BENNER, his wife

ANNE ARUNDEL COUNTY

(In Equity)

Mr. Clerk:

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

1. Original Mortgage from the said Millard M. Benner and Rita D. Benner, his wife to Baltimore Federal Savings and Loan Association, dated October 19th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1072 folio 130.



Walter S. Calwell
Attorney Named in Mortgage

FILED

1957 MAY -6 PM 12:59

210.12,143 Equity

LIBER 1072 PAGE 130

LIBER 106 PAGE 375

This Mortgage, Made this 19th day of October, in the year one thousand, nine hundred and fifty-six, between MILLARD M. BENNER AND RITA D. BENNER, his wife.,

of Anne Arundel County, in the State of Maryland, Mortgagor, and the BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of EIGHT THOUSAND SIX HUNDRED AND 00/100ths (\$8,600.00) Dollars, receipt of which is hereby acknowledged by the Mortgagor, being part of the purchase money for the property hereinafter described;

AND WHEREAS, said Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of Six Per Cent (6%) per annum per annum in the manner following:

By the payment of SIXTY-ONE AND 62/100ths (\$61.62) Dollars, commencing on the first day of December, 1956, and continuing on the first day of each month thereafter until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) towards the payment of the aforesaid principal sum.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagor does grant, convey and assign unto the said Mortgagee, its successors and assigns, all that lot(s) of ground situate and lying in Anne Arundel County, in said State, and described as follows:

BEING known and designated as Lot No. 3 in Block C, as designated and shown on a plat entitled "Second Revised Plat, Bodkin Plains", dated February 1953, and recorded among the Plat records of Anne Arundel County on July 1, 1954, in Plat Book 25, folio 12.

BEING the same lot of ground which by Assignment dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and assigned by Conduit, Inc., unto the within named Mortgagors.

Plaintiff Exhibit "A"

FILED

1957 MAY -6 PM 12:59

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 178 of the Laws of Maryland passed at the January Session of the General Assembly in the year 1955 or any supplement, amendment, or addition thereto.

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(s) 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 rent of **Ninety (\$90.00) Dollars, payable semi-annually on the 9th days of February and August in each and every year.,**

It is agreed that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary, and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced shall be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to.

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

And the said Mortgagor, for nimsel, his heirs, personal representatives and assigns, covenant with the said Mortgagee, 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, an installment of the ground rents, if any, and of the taxes and special assessments levied or to be levied against the premises covered by this mortgage and an installment of the premium or premiums that will become due and payable to renew such insurance on the premises covered hereby against loss by fire or other hazards, casualties and contingencies as may be reasonably required by the Mortgagee in amounts, for periods, and in a company or companies through such Agents or Brokers satisfactory to the Mortgagee. These installments shall be equal respectively to one-twelfth (1/12) of the annual ground rent, if any, plus the estimated premium or premiums for such insurance, and taxes and assessments next due (as estimated by the Mortgagee) less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date when such premium or premiums and taxes and assessments will become delinquent. The Mortgagee shall hold such installments in trust to pay the ground rents, if any, premium or premiums, and taxes and assessments before the same become delinquent; (2) to repay the indebtedness, together with interest, as herein provided; (3) to keep the buildings on the premises insured against loss by fire and wind-storm and other hazards, casualties and contingencies for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor, his heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (4) to pay all ground rent, taxes, water rent, insurance, public dues assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable; (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof; (6) 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; (7) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (8) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days; (9) 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; (10) that this loan may be prepaid, in whole or in part, in an amount not less than one monthly installment of principal, provided that six month's advance interest may be charged on that part of the aggregate amount of all prepayments made in any one year which exceeds twenty per cent (20%) of the original principal amount of the loan as a consideration for the acceptance of such prepayment.

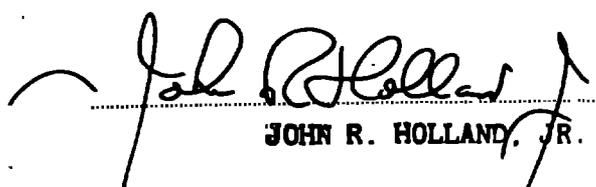
AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagor, his heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property.

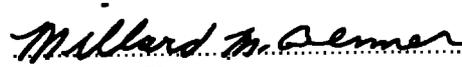
AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns or Walter S. Calwell or Joseph J. Callahan, 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 86.00 Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, 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, his heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

The said Mortgagor covenants that he will warrant specially the property hereby conveyed, and that he will execute such further assurances as may be requisite. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the hand(s) and seal(s) of the said Mortgagor(s).
 WITNESS the corporate seal of the said Mortgagor, and the signature of its Vice-President.

WITNESS:


 JOHN R. HOLLAND, JR.

 (SEAL)
 Millard M. Benner
 (SEAL)
 (SEAL)
 Rita D. Benner
 (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

On this 19th day of October, 1956, before me, a Notary Public of said State, personally appeared Millard M. Benner and Rita D. Benner, his wife.,

known to me, (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within Mortgage, and who, acknowledged that they executed the same for the purposes therein contained, as the duly authorized Vice-President of said corporation, by signing the name of the corporation by himself as Vice-President. At the same time and also appeared Walter S. Calwell, 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 also made oath that he is the agent of the Mortgagee and duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

Signature of John R. Holland, Jr. and Notary Seal: JOHN R. HOLLAND, JR., Notary Public, BALTIMORE, MD.

Rec'd for record Oct 20 1956 at 10:43 AM Mailed to Callahan & Calwell

MORTGAGE

FROM

MILLARD M. BENNER AND RITA D.

BENNER, his wife.,

TO

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

BLOCK NO.

Received for Record19

at ... o'clock ... M. Same day recorded in Liber ... No ... one of the Land Records of ... and examined by ...

Cost of Record, \$

CALLAHAN AND CALWELL ATTORNEYS AT LAW BALTIMORE FEDERAL BUILDING FAYETTE AND ST. PAUL STREETS BALTIMORE 2, MD.

Application No. 42150 Written by [Signature] Approved by [Signature] Examiner Ready for Record

MILITARY AFFIDAVIT

710. 12, 143 *Eginton*

Docket 17 folio 16

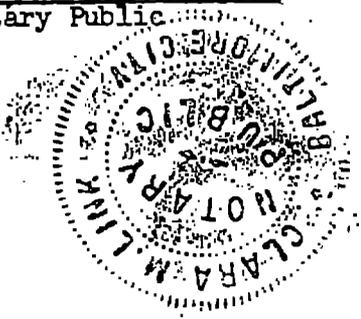
STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 1st day
of May 1957 before me, the subscriber a Notary Public
of the State of Maryland, in and for the City aforesaid, per-
sonally appeared Walter S. Calwell
and made oath in due form of Law that the Defendants
Millard M. Benner and Rita D. Benner, his wife
against whom foreclosure proceedings were instituted are
not in the Military Service of the United States or of any
Nation with which the United States is allied in the present
war, that they have not been ordered to report for induction
under the Selective Training and Service Act of 1940, that
they are not member of the Enlisted Reserve Corps, and have
not been ordered to report for service therein, that

~~is about~~ ~~years old,~~ and that the Affiant's source of
information was the family of the Defendant

Walter S. Calwell
Walter S. Calwell

Clara M. Link
Clara M. Link - Notary Public



FILED

1957 MAY -6 PM 12:59

6

CALLAHAN AND CALWELL
Attorneys
Baltimore Federal Building
Baltimore 3, Maryland

**Attorney's Sale
OF VALUABLE
LEASEHOLD
PROPERTY**

Under and by virtue of the power and authority contained in a Mortgage from Millard M. Benner and Rita D. Benner, his wife to Baltimore Federal Savings and Loan Association, dated October 19th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1072 folio 130 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

**Tuesday, June 11th, 1957
at 2:00 P. M. (E.D.T.)**

all that leasehold lot of ground situate on Hilde Avenue, near Mountain Road, Pasadena Section, Third Election District of Anne Arundel County, Maryland.

Being known and designated as Lot No. 3, in Block C, as designated and shown on a Plat entitled "Second Revised Plat, Hodkins Plains" dated February, 1953, and recorded among the Land Records of Anne Arundel County on July 1, 1954, in Plat Book 25, folio 12. TOGETHER with the building thereupon: and all rights, alleys, ways, waters, privileges, appurtenances and advantages, thereto belonging, or in anywise appertaining. Subject to the payment of an annual ground rent of \$50.00, and to any restrictive covenants and/or Utility Agreements, of record, affecting the property.

The improvements consist of a modern one story frame dwelling, containing 5 rooms, 1 bath, forced air oil heat and car port.

TERMS OF SALE:- A cash deposit of \$500.00 will be required of the purchaser at the time of sale, balance of purchase price upon final ratification of sale by the Circuit Court of Anne Arundel County and to bear interest from the date of sale to settlement. Taxes, ground rent and all other expenses, including Sanitary District charges, if any and all other assessments and public charges to be adjusted to date of sale.

WALTER S. CALWELL,
Attorney Named in Mortgage.
E. T. NEWELL & CO. INC.,
Auctioneer.

1957

Ju-6

OFFICE OF

Maryland Gazette

Published by
THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 106 PAGE 380

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 6 1957

We hereby certify, that the annexed

Attorney's Sale

Millard M. Benner

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4

successive weeks before the 11th

day of June 1957. The first

insertion being made the 16th day of

May 1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

JUN - 7 AM 10:30

By

H. Tilghman

No. 12,143 Equity

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

MILLARD M. BENNER AND

RITA D. BENNER, his wife

IN THE

ANNE ARUNDEL

Circuit Court for Baltimore County

IN EQUITY.

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Baltimore Federal Savings and Loan Association

under the mortgage from Millard M. Benner and Rita D. Benner, his wife

to Baltimore Federal Savings and Loan Association

dated the 19th day of October, 1956, and recorded among the Land Records

Anne Arundel G.T.C. No. 1072 Folio 130

of Baltimore County in Liber Amount of Mortgage \$8600.00

Less - amount paid on principal 37.33

8562.67

Plus - interest to 6/11/57 229.83

8792.50

Plus - overdraft in expense account 12.02

8804.52

CITY STATE OF MARYLAND, COUNTY OF BALTIMORE, Sect.

I HEREBY CERTIFY, that on this 7th day of June in the year nineteen hundred and fifty-seven, before me, the subscriber a Notary Public

of the State of Maryland, in and for said County City

of Baltimore, personally appeared Joseph M. Hisley, the Vice President of Baltimore

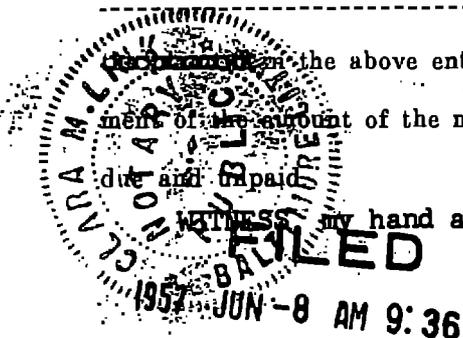
Federal Savings and Loan Association, holder of the Mortgage

Witness my hand and Notarial seal. ... the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid

Witness my hand and Notarial seal.

Clara M. Link

Clara M. Link - Notary Public



New Amsterdam Casualty Company

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N. Y.

no. 12,143 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.....
EIGHTY-NINE HUNDRED AND 00/100 (\$8900.00) 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.....7th.....
 day of.....June.....in the year nineteen hundred and.....fifty-seven.....

Whereas, the above bounden.....Walter S. Calwell.....

by virtue of the power contained in a Mortgage from.....Millard M. Banner and Rita D. Banner,
~~his wife to the Baltimore Federal Savings & Loan Association~~
 bearing date the.....19th.....day of.....October.....nineteen hundred and.....fifty-six
 and recorded among the.....Land.....Records of.....Baltimore.....County, in Liber.....G.T.C.
 No.....1072.....Folio.....130....., and.....he.....

.....Anne Arundel Co.Md.
 is about to sell the land and premises described in said Mortgage/Lot 3-Block "C" Bodkins Plains/
 default having been made in the payment of
 the money as specified, and in the conditions and covenants therein contained.

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

Walter S. Calwell

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

Signed, Sealed and Delivered
 in the presence of

Walter S. Calwell (Seal)
Walter S. Calwell (Seal)

Clara M. Spink

Attest:

V.N. Mercier
 Assistant Secretary V.N. Mercier

NEW AMSTERDAM CASUALTY COMPANY
G. Lee Burgess
 Vice-President

FILED

1957 JUN -8 AM 9:36

*Bond approved this
 8th day of June 1957
 by T. Clark*



WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

MILLARD M. BENNER and

RITA D. BENNER, his wife

IN THE

ANNE ARUNDEL

Circuit Court for Baltimore County

IN EQUITY.

12,143 Equity

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Baltimore Federal Savings and Loan Association

under the mortgage from Millard M. Benner and Rita D. Benner, his wife

to Baltimore Federal Savings and Loan Association

dated the 19th day of October, 1956, and recorded among the Land Records

of Anne Arundel County in Liber G.T.C. No. 1072 Folio 130

Amount of Mortgage \$8600.00

Less - amount paid on principal 37.33

8562.67

Plus - interest to 7/16/57 279.80

8842.47

Plus - overdraft in expense account 12.02

8854.49

CITY

STATE OF MARYLAND, COUNTY OF BALTIMORE, Sect.

I HEREBY CERTIFY, that on this 12th day of July in the

year nineteen hundred and fifty-seven, before me, the subscriber a Notary Public

of the State of Maryland, in and for said City

of Baltimore, personally appeared Joseph M. Hisley, the Vice President of Baltimore

Federal Savings and Loan Association, holder of the Mortgage

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, 1957 JUL 13 AM 11:55

Clara M. Link - Notary Public

WALTER S. CALWELL,	:	IN THE CIRCUIT COURT
Attorney Named in Mortgage	:	
	:	FOR
VS.	:	
	:	ANNE ARUNDEL COUNTY
MILLARD M. BENNER AND	:	(In Equity)
RITA D. BENNER, his wife	:	

12,143

TO THE HONORABLE THE JUDGE OF SAID COURT -

The Petition of Walter S. Calwell, Attorney Named in Mortgage in the above entitled foreclosure proceedings, respectfully represents:-

1. That the foreclosure sale of the mortgaged premises herein has been advertised and scheduled for public auction on Tuesday, July 16th, 1957 at two o'clock P.M. (E.D.T.).
2. That the Mortgage filed in these proceedings also authorizes Joseph J. Callahan as alternate Attorney, after default, to make sale of the mortgaged premises herein advertised.
3. That your Petitioner now finds it impossible to attend the sale scheduled to take place at the mentioned time thereby making it necessary for the said alternate Attorney named in this Mortgage, Joseph J. Callahan, with permission of this Honorable Court, to attend and conduct said sale in the place and stead of your Petitioner.
4. That Joseph J. Callahan is a partner in the Law Firm of Callahan and Calwell and is familiar with these foreclosure proceedings and the property to be sold herein.

WHEREFORE your Petitioner prays that this Honorable Court grant leave unto the said Joseph J. Callahan to conduct and fully consummate the foreclosure proceedings herein as alternate Attorney named in the aforementioned Mortgage

FILED
1957 JUL 15 AM 9:08

AND AS IN DUTY BOUND ETC.

Walter S. Calwell

Walter S. Calwell - Petitioner

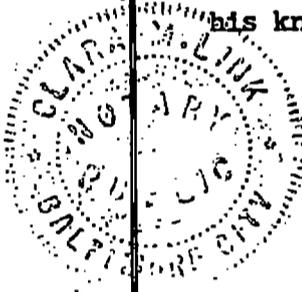
STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY That on this 10th day of July, 1957 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage, and he made oath in due form of law that the matters and facts above set forth are true to the best of his knowledge and belief.

WITNESS my hand and Notarial seal.

Clara M. Link

Clara M. Link - Notary Public



ASSENT

Baltimore Federal Savings and Loan Association assents to the passage of the Order as prayed

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

By *Eugene K. Reilly*

Vice President
Eugene K. Reilly

FILED
1957 JUL 15 AM 9:20

no. 12,143
Equity

LIBER 106 PAGE 386

UPON the foregoing Petition and Affidavit, it is
this 15th day of July, in the year 1957, by the Circuit Court for
Anne Arundel County (In Equity)

ORDERED that Joseph J. Callahan be and he is hereby
granted leave in the place and stead of Walter S. Calwell as alternate
Attorney Named in the Mortgage filed in the above entitled proceedings
to carry on the foreclosure sale and all future proceedings herein.

Benjamin Michaelson
Judge

FILED

1957 JUL 16 PM 12:34

JOSEPH J. CALLAHAN, : IN THE CIRCUIT COURT
 Alternate Attorney Named in Mortgage :
 VS. : FOR
 MILLARD M. BENNER AND : ANNE ARUNDEL COUNTY
 RITA D. BENNER, his wife : (In Equity)

12, 143 Equity

TO THE HONORABLE THE JUDGE OF SAID COURT:-

Joseph J. Callahan, Alternate
 The Report of Sale of ~~Walter S. Calwell~~ Attorney

Named in Mortgage, dated October 19th, 1956 and recorded among the
 Land Records of Anne Arundel County in Liber G.T.C. No. 1072 folio 130
 from said Millard M. Benner and Rita D. Benner, his wife
 to the Baltimore Federal Savings and Loan Association, which
 Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the
 faithful discharge of his trust, which was duly filed and approved,
 and having given notice of the time, place, manner and terms of sale
 by advertisement inserted in "The Maryland-Gazette" a news-
 paper 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 16th day of July, 1957 at two P.M.(E.D.T.)
 attend on the premises and then and there sold the leasehold
 property situate, lying and being in Anne Arundel County

known as Lot No. 3, in Block C, as designated and shown on Plat
 entitled "Second Revised Plat, Bodkins Plains", dated February, 1953
 and recorded among the Land Records of Anne Arundel County on July 1,
 1954, in Plat Book 25 folio 12, more particularly and at length de-
 scribed in the aforesaid Mortgage and the attached advertisement of
 sale.

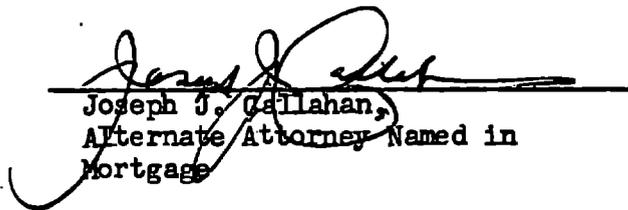
FILED

1957 JUL 18 PM 12:14

14

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.

The property was sold to Baltimore Investment Council, Inc., subject to the payment of an annual ground rent of Ninety (\$90.00) Dollars, at and for the price of Seventy-nine Hundred (\$7900.00) Dollars, said purchaser being then and there the highest bidder


Joseph J. Callahan,
Alternate Attorney Named in
Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 17th day of July, 1957 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared ~~Walter S. Coburn~~ Joseph J. Callahan, Alternate Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.




Clara M. Link, Notary Public

ORDER NISI

LIBER 106 PAGE 389

JOSEPH J. CALLAHAN,
Alternate Attorney Named in Mortgage

versus

MILLARD M. BENNER AND
RITA D. BENNER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12.143 Equity

Ordered, this 18 day of July, 1957, That the sale of the
Property in these proceedings mentioned,
made and reported by Joseph J. Callahan, Alternate Attorney Named in Mortgage,
~~xxxxxx~~

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

was

The report states that the amount of sale ~~xxxxxx~~ \$ 7,900.00

filed, 1957 July 18
P.M. 12:21

George T. Cromwell
Clerk.

True Copy,

TEST: Clerk.

(Final Order)

JOSEPH J. CALLAHAN,
Alternate Attorney Named in Mortgage

versus

MILLARD M. BENNER AND
RITA D. BENNER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT This ^{4th} day of *September*, 1957
that the sale made and reported by the ~~Trustee~~ ^{alternate attorney} 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~~ ^{alternate attorney} allowed the usual commissions and such proper expenses as he shall pro-
duce vouchers for the Auditor.

Matthew J. Evans
Judge

FILED

1957 SEP -4 PM 3:14.

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 12,143, Equity
JOSEPH J. GALLAHAN, Alternate
Attorney Named in Mortgage

Versus
MILLARD M. BENNER,
and

RITA D. BENNER, his wife

Ordered, this 15th day of July, 1957,
That the sale of the Property in these
proceedings mentioned, made and re-
ported by Joseph J. Callahan, Alter-
nate Attorney Named in Mortgage,
BE RATIFIED AND CONFIRMED,
unless cause to the contrary thereof
be shown on or before the 26th day of
August next. Provided, a copy of this
Order be inserted in some newspaper
published in Anne Arundel County,
once in each of three successive weeks
before the 26th day of August next.

The report states that the amount
of sale was \$7,900.00.

GEORGE T. CROMWELL, Clerk
True Copy: TEST:

GEORGE T. CROMWELL, Clerk
A-16

CERTIFICATE OF PUBLICATION

Annapolis, Md., Sept. 3 1957

We hereby certify, that the annexed

Order Nisi Sale

Eq. 12,143.

Millard M. Benner.

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 August, 1957. The first

insertion being made the 25th day of

July, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tolghman

FILED

No. M. G. 1027836 - 4 AM 9:51
1957 SEP 4

17

JOSEPH J. CALLAHAN, Alternate Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
MILLARD M. BENNER AND RITA D. BENNER, his wife	:	ANNE ARUNDEL COUNTY (In Equity) No. 12,143 Equity

AMENDED STATEMENT OF MORTGAGE CLAIM

Statement of Mortgage Claim of Baltimore Federal Savings and Loan Association under Mortgage from Millard M. Benner and Rita D. Benner, his wife to Baltimore Federal Savings and Loan Association, dated October 19th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1072 folio 130

Amount of Mortgage	\$8600.00
Less - amount paid on principal	<u>37.33</u>
	8562.67
Plus - interest to 7/16/1957	<u>279.80</u>
	8842.47
Less - balance in expense account	<u>111.42</u>
	8731.05

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 4th day of September, 1957, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City aforesaid, personally appeared Joseph M. Hisley, the Vice President of Baltimore Federal Savings and Loan Association, holder of the Mortgage in the above entitled case, and made oath in due form of Law that the foregoing is a just and true statement of the amount of mortgage claim under the Mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial seal.

Clara M. Link

Clara M. Link - Notary Public



FILED

1957 SEP -5 AM 10:20

Dr.

in ac.

Walter S. Calwell, Attorney named in Mortgage, vs. Millard
M. Benner and Rita D. Benner, his wife

To Attorney for Fee, viz:	86 00	
To Attorney for Commissions, viz:	269 00	355 00
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10 00	
Clerk of Court - Court costs	36 00	
Auditor - stating this account	13 50	59 50
To Attorney for Expenses, viz:		
Capital-Gazette Press - first advertise-ment of sale	40 00	
Capital-Gazette Press - second advertise-ment of sale	40 00	
Capital-Gazette Press - order nisi (sale)	8 00	
Capital-Gazette Press - order nisi (acct)	6 00	
New Amsterdam Casualty Co. -bond premium	35 60	
E.T.Newell & Co., Inc. -auctioneer's fee	232 50	
One-half Federal documentary stamps	4 40	
One-half State documentary stamps	4 40	
Clara M. Link - notary fees	1 25	372 15
To Attorney for Taxes, viz:		
1957 State and County taxes - adjusted to 7/16/57 - 6 months 15 days	69 47	69 47
To Baltimore Federal Savings & Loan Ass'n mortgagee - this balance on account mortgage claim	7,116 11	7,116 11
		7,972 23
Amount of Amended Mortgage Claim filed	8,854 49	
Cr. Amount allowed above	7,116 11	
Balance subject to decree in personam	1,738 38	

57 OCT 21 PM 12:04

FILED

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

ORDER NISI
Walter S. Calwell;
Attorney named in Mortgage
VERSUS
Millard M. Benner
and
Rita D. Benner, his wife

No. 12,143 Equity.

ORDERED, This 21st day of October, 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 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 25th day of November next.

George P. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 26th day of November, 1957, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Matthew J. Evans
Judge

FILED

1957 NOV 26 PM 3:08

Maryland Gazette

LIBER 106 PAGE 396

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., *November 11, 1957*

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

Order nisi by 12,143
Auditor account

Millard M. Benner

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 *November*, 19*57*. The first

insertion being made the *24th* ----- day of

October, 19*57*.

THE CAPITAL-GAZETTE PRESS, INC.

By *H. Tilghman*

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 12,143 Equity

WALTER S. CALWELL, Attorney named in Mortgage versus

MILLARD M. BENNER and RITA D. BENNER, his wife

Ordered, this 21st day of October, 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 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 25th day of November next.

GEORGE T. CROMWELL, Clerk True Copy: TEST: GEORGE T. CROMWELL, Clerk N-7

FILED

No. M. C. 1957-7878 AM 11:00

27

IN THE MATTER OF : NO. 12,240 EQUITY
 JEANETTE THOMAS : IN THE CIRCUIT COURT
 INCOMPETENT : FOR ANNE ARUNDEL COUNTY

Petition and COURT ORDER
— 3 Exhibits —

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of William B. Bryant, Committee for Jeanette Thomas, Incompetent, respectfully shows:

1. That your Petitioner, William B. Bryant was appointed Committee for Jeanette Thomas, incompetent, by the United States District Court for the District of Columbia, on June 18, 1956, and is still acting as a Committee for said incompetent and an exemplified true copy of said appointment is filed herewith as Petitioner's Exhibit No. 1.
2. That the said Jeanette Thomas is incompetent to manage her property rights by reason of a mental disability and has been confined to a private home in Washington, D. C., where she has maintained her residence for more than ten (10) years past, and in which state of disability she has continued since the appointment of your Petitioner as Committee.
3. That the said Jeanette Thomas is the wife of George R. Thomas, the individual owner of the fee simple property which is the subject matter of these proceedings, as hereinafter stated, and by reason of such marriage has a dower interest therein.
4. That the said George R. Thomas, husband of the incompetent, is the owner of a lot of ground and improvements known and designated as 116 South Street, Annapolis, Maryland, which is described in a deed dated August 17, 1954, by Louis M. Strauss, Trustee, to George R. Thomas, as recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 858, folio 109, a photostatic copy is filed herewith as Petitioner's Exhibit No. 2.
5. That George R. Thomas and William B. Bryant, Committee aforesaid, contracted for the sale of the aforementioned property to one Jesse L. Adams and Hertha S. Adams, his wife, at and for the sum of Fifteen Thousand (\$15,000.00) Dollars, and has received therefor a deposit of Seven Hundred Fifty (\$750.00) Dollars as therein setout, as shown by the original copy of said Contract of Sale filed herewith as Petitioner's Exhibit No. 3.
6. That the aforesaid Jeanette Thomas has a dower interest by reason of her marriage to the aforesaid George R. Thomas in the aforesaid property and

FILED
 1957 JUL 22 AM 2:39

her dower interest is necessary to convey a good and sufficient title to and unto the aforesaid property to Jesse L. Adams and Hertha S. Adams, his wife, in furtherance of the aforesaid Contract of Sale; and these proceedings are filed for the purpose of having this Honorable Court Order and Confirm the sale of the property mentioned in these proceedings at a private sale in compliance with Article 16, Section 150 of the Supplement of the Annotated Code of Maryland.

7. That your Petitioner represents that the property sought to be sold by George R. Thomas is vacant and producing no income and is in a state of disrepair, and the sales price mentioned in the aforesaid Contract of Sale is the highest price obtainable by the owner and is considered and represented unto this Honorable Court to be a good fair market value price, and to the best interest of the seller and of the dower interest of his wife, Jeanette Thomas, the incompetent.

TO THE END THEREFORE:

(a) That the Court authorize and confirm the sale of the interest of Jeanette Thomas, Incompetent, in the said property in Anne Arundel County, Maryland, together with her husband, George R. Thomas, to and unto Jesse L. Adams and Hertha S. Adams, his wife, at and for the sum of Fifteen Thousand (\$15,000.00) Dollars, as set forth in the Contract of Sale.

(b) That a Trustee be appointed to convey the dower interest of Jeanette Thomas, Incompetent, together with George R. Thomas to and unto Jesse L. Adams and Bertha S. Adams, his wife.

(c) That the Court authorize the Trustee to take necessary testimony to make a report of this sale, run an Order Nisi thereon, publish a notice to Creditors of the Estate of Jeanette Thomas as provided by Article 16, Section 150 of the Annotated Code of Maryland (1956 Cumulative Supplement).

(d) That the Trustee be authorized after an audit and determination, to direct any net proceeds allocated for the Dower interest of Jeanette Thomas to William B. Bryant, her Committee, subject to the jurisdiction of the United States District Court of the District of Columbia.

AND AS IN DUTY BOUND, ETC.

Louis H. Straus
Solicitor For Petitioner
124 South St
Annapolis,
Maryland

William B. Bryant
William B. Bryant
Committee for Jeanette Thomas

DISTRICT OF COLUMBIA, CITY OF WASHINGTON, to wit:

I HEREBY CERTIFY that on this 18th day of July, 1957,
before me, the subscriber, a Notary Public of the District of Columbia, in and
for the City aforesaid, personally appeared William H. Bryant, Committee for
Jeanette Thomas, Incompetent, 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.

Witness my hand and Notarial Seal.


Notary Public



United States District Court for the District of Columbia

Mental Health No. 495-56

106 PAGE 400
LIBER

In Re:

Jeanette Thomas

(Patient)

CERTIFICATE OF COMMITTEE APPOINTMENT

I, Harry M. Hull, Clerk of the United States District Court

for the District of Columbia, hereby certify that, on the 18th

day of June, 1956

William B. Bryant was appointed

by Judge Kirkland as committee

of the person and estate of Jeanette Thomas, Patient;

and I further certify that said William B. Bryant

committee, has filed His duly approved undertaking... in

the maximum sum of Three Thousand Dollars

(\$ 3,000.00)

with National Surety Corp. as surety

thereon; and that according to the records in this office the appointment has not been terminated.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said court, at the city of

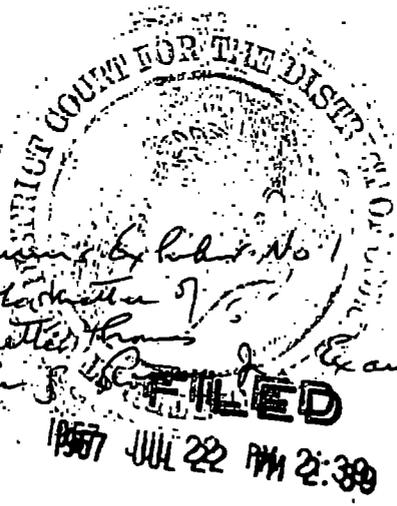
Washington, in said District of Columbia, this 28th

day of June, 1956

HARRY M. HULL, Clerk

By

Deputy Clerk.



Petitioners
Exhibit 7

Examined by Sub. No. 1
in the matter of
Jeanette Thomas
John S. [Signature]

(Eg. No 12, 240)

*No Stamps
Required
Mr.*

THIS DEED, made this 17th day of August, 1954, by and between Louis M. Strauss, Trustee, party of the first part, hereinafter referred to as "Grantor", and George R. Thomas, party of the second party hereinafter referred to as "Grantee".

WITNESSETH that for and in consideration of the performance of the trust reposed in him by deed of even date herewith from George R. Thomas, et al to the said Louis M. Strauss, Trustee, and the sum of One Dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, the said Louis M. Strauss, Trustee, does hereby grant and convey to and unto George R. Thomas, his heirs and assigns, in fee simple, all that lot of ground situate, lying and being in the City of Annapolis, Sixth Election District, Anne Arundel County, Maryland, on the southeast side of South Street, with improvements thereon, known and designated as 116 South Street, Annapolis, Maryland, being described more fully in the deed from Alexander Randall, Trustee dated March 18, 1879 and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 2, folio 38.

BEING the same property conveyed to the above named Trustee by date of even date herewith from George R. Thomas, Et al, and recorded and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

TOGETHER WITH all the buildings and improvements thereon, and all and every the rights, roads, ways, waters, alleys, privileges, appurtenances and advantages 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 George R. Thomas, his heirs and assigns, in fee simple.

Witness the hand and seal of the said Grantor.

Attest:

Mildred F. Bean
Mildred F. Bean

Louis M. Strauss
Louis M. Strauss Trustee

DEED PREPARED
WITHOUT FEE
ELABORATION
LOUIS M. STRAUSS, ADR.

*Examiner's Exhibit No. 2
look with 7
Jeanette Brown (Eq No 17, 240)
John S. Brown Jr. Examine*

FILED

1957 JUL 22 PM 2:39

5

LIBER 106 PAGE 402

LIBER 858 PAGE 110

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 17th day of August, 1954, before me, the Subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Louis M. Strauss, Trustee herein named, and he acknowledged the foregoing deed to be his act and deed as Trustee.

Witness my hand and Notarial Seal.



Mildred F. Bean
Mildred F. Bean Notary Public

Recorded-20th- Aug.-1954-at-3:30-P.M.

COPIES PREPARED
WHICH WILL
EXAMINATION
LOUIS M. STRAUSS, TRUSTEE

CONTRACT OF SALE

LIB 106 MG 403

This Agreement, Made this _____ Day of March,

in 51, by and between George R. Thomas, Owner

William B. Bryant, Committed for Jeannette Thomas, his wife

of the first part, hereinafter called Seller, and Jeannette L. Adams and Martha S. Adams, his wife,

of the second part, hereinafter called Buyers.

WITNESSETH: That for and in consideration of the premises and the hereinafter mentioned deposit, the said Seller does hereby bargain and sell unto the Buyer, and the Buyer does hereby purchase from the Seller—SUBJECT TO ANY COVENANTS AND RESTRICTIONS OF RECORD, the following described property situate and lying in Anne Arundel County, Maryland, and described as follows: All that lot of ground and Improvements known and designated as

116 South Street, Annapolis, Maryland (Deed recorded among Land Records of Anne Arundel County in Liber J.E.H. No. 858, folio 109) Former property of Rachel Thomas, deceased.

At and for the price of Fifteen Hundred Dollars, of which Seven Hundred and Fifty Dollars, having been paid prior to the signing hereof and the balance of said purchase price to be paid as follows:

Cash within 60 days or within Thirty days after certification of title by designated Attorney or Title Company, chosen by Buyers, within the Thirty days from date hereof.

Deposit to be refunded unless title perfected within year 1957.

AND upon payment as above of the unpaid purchase money, a Deed for the property shall be executed by the Seller at the Buyer's expense, which shall convey the property by a good and marketable title to the Buyer, free of all encumbrances, save and except the above referred to deposit shall be refunded and this contract shall become null and void.

Taxes, insurance, rent, water rent, and all other assessments, public dues and charges shall be adjusted to the day of transfer, cost of United States documentary, and State recording stamps shall be borne equally between the Seller and the Buyer.

TIME is of the essence of this Agreement, and if the terms hereof are not complied with, the deposit above referred to shall be forfeited.

The Seller hereby agrees to pay _____ Per Cent Broker's Commission. The entire deposit hereinabove referred to shall be held by the Broker until settlement is made.

WITNESSE the hands and seals of the parties hereto.

WITNESSES:

Michael J. Dean, Michael P. Dean

Examiner's Exhibit No 3, Jeannette Thomas (E, No 12, 240), John S. Rouse, Jr. Exam

FILED 1957 JUL 22 PM 2:39

George R. Thomas, William B. Bryant, Committed for Jeannette Thomas, Jeannette L. Adams, Martha S. Adams, District of Columbia

IN THE MATTER OF : NO. 12,240 EQUITY
JEANETTE THOMAS, : IN THE CIRCUIT COURT FOR
INCOMPETENT : ANNE ARUNDEL COUNTY

: : : : :

ORDER TO PUBLISH NOTICE TO CREDITORS

Upon the foregoing Bill of Complaint, it is ORDERED this 23^d day of July, 1957, by the Circuit Court for Anne Arundel County, sitting in Equity, that Louis M. Strauss, Solicitor for Petitioner, give notice to all persons having claim against Jeanette Thomas, Incompetent, to file their claim properly authenticated with the Clerk of this Court on or before the 3rd day of August, 1957, by causing a copy of this order to be published in some weekly newspaper published in Anne Arundel County, once a week for four successive weeks before the 28th day of August, 1957.

Benjamin Michael
Judge

FILED

1957 JUL 23 PM 3:39

IN THE MATTER OF : IN THE CIRCUIT COURT
JEANETTE THOMAS : FOR ANNE ARUNDEL COUNTY
INCOMPETENT : NO. 12,240 EQUITY

.....

TESTIMONY ON BEHALF OF PETITIONER

September 5, 1957

Present:

- Mr. Louis M. Strauss, Solicitor for Petitioner
- Mr. John G. Rouse, Jr., Court Examiner
- Mrs. Shirley M. Miller, Court Stenographer

Witnesses:

- Mr. George R. Thomas, pages 2 - 4
- Mr. T. C. Worthington, pages 5 - 6

FILED

1957 SEP -5 PM 3:30

(CERTIFICATE OF COMMITTEE APPOINTMENT FILED HEREWITH
MARKED EXAMINER'S EXHIBIT NO. 1)

(DEED DATED AUGUST 17, 1954 BY AND BETWEEN LOUIS M.
STRAUSS AND GEORGE R. THOMAS FILED HEREWITH
MARKED EXAMINER'S EXHIBIT NO. 2)

(CONTRACT OF SALE DATED MARCH 1957 BY AND BETWEEN
GEORGE R. THOMAS AND WILLIAM B. BRYANT FILED
HEREWITH MARKED EXAMINER'S EXHIBIT NO. 3)

(CERTIFICATE OF PUBLICATION DESIGNATED AS NOTICE TO
CREDITORS FILED HEREWITH MARKED EXAMINER'S
EXHIBIT NO. 4)

George R. Thomas, a witness of lawful age, being first
duly sworn, deposes and says"

(Mr. Strauss)

1. Would you state your full name, please sir?
- A. George R. Thomas.
2. Are you married to Jeanette Thomas, incompetent?
- A. I am.
3. You were married when?
- A. June 30th, 1920.

(CERTIFICATION OF MARRIAGE CERTIFICATE FILED HEREWITH
MARKED EXAMINER'S EXHIBIT NO. 5)

4. Now Mr. Thomas, you are the owner of the property
which is the subject matter in these proceedings known
and designated here as 116 and 118 South Street?
- A. Yes, I am.
5. Which you acquired by deed which is filed in these
proceedings, is that correct?
- A. That's right.
6. You own that in you individual name?
- A. That's right.

7. Now, your wife, Jeanette Thomas, had a committee appointed for her, namely Mr. William B. Bryant, in the District Court for Washington?
- A. That's right.
8. She has been incompetent for how long?
- A. She has been incompetent for about a year.
9. This committee was appointed June 18th, 1956?
- A. '56, that's right.
10. Was this committee appointed because she was unable to take care of her business affairs?
- A. I guess that's the reason they appointed it, yes.
11. She has a mental disability, has she?
- A. That's right.
12. Is
/This mental disability still existing?
- A. It is.
13. Mr. William B. Bryant is still committee for her?
- A. That's right.
14. At the time the committee was appointed she was confined to a private home in Washington?
- A. Well, she was in a hospital.
15. In a hospital?
- A. That's right.
16. Now Mr. Thomas, you executed a Contract of Sale which is filed in these proceedings to sell this property which is known as 116 and 118 South Street at and for the sum of Fifteen Thousand Dollars?
- A. Yes.
17. Do you feel that it is in the best interest of yourself as well as your wife, Jeanette Thomas, to dispose of this property at this time?
- A. I do.

18. Do you feel that the price set for th in this contract of sale is the best price you can obtain for this property?
- A. I do.
19. The property is now in what state of repair or use?
- A. Well, it is not being used at all.
20. Are you familiar or do you have knowledge of it's state of repair?
- A. Yes. I have. As you know I was born there and lived in that property for seventy years, the property has really depreciated, the building.
21. You have no income from it at present?
- A. No, I haven't had any for quite sometime.
22. These proceedings were filed to your knowledge for the purpose of having the Court appoint a trustee to convey your wife's dowry in these proceedings?
- A. That's right.
23. Now, Mr. Thomas, can you give us the age of your wife, when and where she was born?
- A. Yes, my wife was born, I think you call it the Eighth District of Anne Arundel County. The name of Falls Chapel they call it, down below Drury there.
24. The date of her birth?
- A. It was the 21st of February, 1889.

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.

No

Answer.....*George R. Thomas*.....

Signature.....

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

(Mr. Strauss)

1. Would you state your name and address?
- A. T. Carroll Worthington, Towns Worth Building, Annapolis, Maryland.
2. Your occupation?
- A. Realtor.
3. You are a qualified appraiser in this Court, are you, for real estate?
- A. I am/
4. You are still in the Real Estate business?
- A. I am.
5. Are you familiar with the premises known as 116 and 118 South Street, described in these proceedings?
- A. Very familiar.
6. Will you tell the Court basicly what it consists of?
- A. It's a two story, frame, tin roof, dwelling, no heating plant, situated on a lot, 32' x 150'. The property is in very bad shape and empty at this time. It has three rooms down and three up.
7. Have you had a chance to check on the market value of it?
- A. I have.
8. To your knowledge is it occupied now?
- A. No, it is not.
9. I show you a Contract of Sale executed by George R. Thomas as owner, and William B. Bryant, the committee for Jeanette Thomas, his wife, filed in these proceedings which property is contracted to be sold for the sum of

Fifteen Thousand Dollars. Would you say that that is a fair market price for such property?

A. It is a very adequate price.

10. What in your opinion would be the fair market value of this property?

A. Around Thirteen/^{Thousand}Five.Hundred Dollars.

11. Would you say if someone were paying Fifteen/^{thousand}for it they would have a definite need or plan for it?

A. That's right.

12. Do you think it is to the best interest of George R. Thomas and the committee for Jeanette Thomas, his wife, to make sale of this property at the present time at the price set forth in the Contract of Sale?

A. I do.

13. That's taking in to consideration all the market conditions?

A. Right.

14. Mr. Worthington, for the purpose of the record, the house has always been known and designated as 116 South Street?

A. That's right. That's the way I have known it.

15. Any designation in the Contract of Sale as 118, is because of the Assessors Record or Postal designation, is that right?

A. That is my recollection.

(Rouse) Is it in such bad shape that it can't be rented as it is?

A. No, you would have to spend a lot of money to put it in rental shape.

QUESTION BY THE EXAMINER:

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

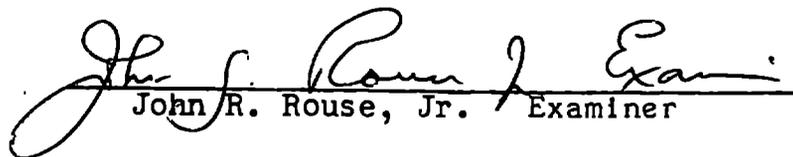
Answer..... *No*

Signature..... *Carroll Westley*

There being no further witnesses to be examined on behalf of the Plaintiff at this time, and no further testimony desired in 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 5th day of September, 1957

 (SEAL)
John R. Rouse, Jr. Examiner

J. R. \$10.00

S. M. \$ 8.00

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 29, 1957

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

Notice to Creditors

Eq. 12, 240

Jeanette Thomas,

Incompetent

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 August, 1957. The first

insertion being made the 29th ----- day of

THE CAPITAL-GAZETTE PRESS, INC.

By Wesley P. Tilghman

Notice to Creditors

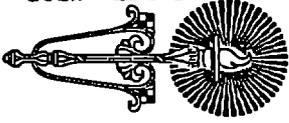
IN THE MATTER OF
JEANETTE THOMAS
INCOMPETENT
NO. 12,240 Equity
IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY

ORDERED this 23rd day of July, 1957, by the Circuit Court for Anne Arundel County, sitting in Equity, that Louis M. Strauss, Solicitor for Petitioner, give notice to all persons having claim against Jeanette Thomas, Incompetent, to file their claim properly authenticated with the Clerk of this Court on or before the 31st day of August, 1957, by causing a copy of this Order to be published in some weekly newspaper in Anne Arundel County, once a week for four successive weeks before the 28th day of August, 1957.

BENJAMIN MICHAELSON
Judge
A-17

Examiner's Exhibit No 4
In the matter of
Jeanette Thomas (Eq. No 12, 240) Equity
John S. Rowe, Jr. Exam. 6

No. M. G. 12-240



J. Murphy Certify, That on this 30th day

of June One Thousand, Nine Hundred and 20
at 2022 East 28th St, Baltimore City, Md Baltimore
and Genevieve S. Sharkey were by me united in Marriage in accordance with the
License issued by the Clerk of the Court of Common Pleas for Baltimore City in the State of Maryland.

Examiner's Exhibit N. 5
In the presence of
Genevieve Hunt (EJ No 12, 200)
John S. Roman Jr. Examiner

John S. Roman Jr.
105 W. 29th St. - Baltimore
(OFFICIAL CHARACTER.)

This Certificate to be Given to the Contracting Parties.

IN THE MATTER OF : No. 12,240 EQUITY
 JEANETTE THOMAS : IN THE CIRCUIT COURT
 INCOMPETENT : FOR ANNE ARUNDEL COUNTY

: : : : :

DECREE AUTHORIZING THE SALE OF THE INTEREST OF JEANETTE THOMAS IN AND TO REAL ESTATE

This cause standing ready for hearing and it appearing from the evidence that the price offered for the real estate mentioned in these proceedings is fair and reasonable and that it is to the interest of the Estate and Committee for Jeanette Thomas, Incompetent, that the Contract of Sale herein, and the price offered for the real estate be ratified, confirmed and approved, it is ORDERED and DECREED this 16th day of September, 1957, by the Circuit Court for Anne Arundel County, sitting in Equity, that Louis M. Strauss be, and he is hereby appointed Trustee to take charge of the dower interest of Jeanette Thomas in the property described in the Petition or the funds arising therefrom, and it is further ADJUDGED, ORDERED and DECREED that the said Trustee be, and he is hereby authorized to sell the interest of Jeanette Thomas in the land mentioned and described in the Petition, Agreement of Sale and Purchase, and that the Agreement of Sale and Purchase dated March 22, 1957, made by George R. Thomas and William B. Bryant, Committee for Jeanette Thomas, his wife, be, and the same is hereby, ratified and confirmed and approved, and that the said Louis M. Strauss, as Trustee, upon receiving the allocation and assignment of a dower interest of the said Jeanette Thomas of the purchase price mentioned in said Agreement, as allocated by the Auditor of this Court, but not before, and as Trustee aforesaid, shall convey to Jesse L. Adams and Hertha S. Adams, his wife, the interest of Jeanette Thomas in the aforesaid property and land in accordance with the terms and conditions of the said Agreement of Sale and Purchase; and after receiving the same the said Trustee shall bring into Court the money arising from said sale, representing the dower interest of the said Jeanette Thomas to be distributed upon application of William B. Bryant, Committee for Jeanette Thomas under appointment of the U. S. District Court for the District of Columbia, and that the said Louis M. Strauss before proceeding under this Decree shall file a Bond, duly approved by this Court, for his faithful performance in the amount of Five (\$5,000.00) Dollars.

Benjamin Michaelson
 Judge

FILED
 1957 SEP 17 AM 10:32

Com. No. 12,240

LIBER 106 PAGE 417

No. 12,240

CERTIFICATE OF REGISTRATION

69-14

OFFICE OF THE BOARD OF SUPERVISORS OF ELECTIONS OF ANNE ARUNDEL COUNTY

Annapolis, Md., Sept. 18, 1957

This is to Certify, That the name of

George R. Thomas

residing at 53 Calvert Street, Annapolis, Md.

in 4 Precinct District, is a qualified voter

the Registers of the 4 Precinct District,

and that upon the Registers of said Precinct the following entries appear with reference to him:

Name George R. Thomas

Age 59 BORN Dec 25, 1886

Color Colored

Residence 53 Calvert Street, Annapolis, Maryland

Nativity Maryland

Time of Residence in Precinct 30 years

Time of Residence in County 30 years

Time of Residence in State 59 years

Naturalized

Date of Papers

Court

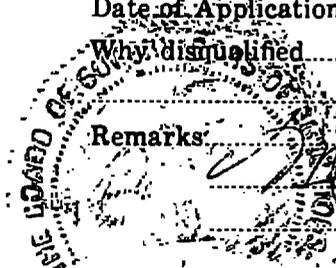
Qualified Voter Yes

Date of Application June 13, 1946

Why disqualified

Remarks

Madeline D. Wheeler Clerk



Board of Supervisors of Elections

FILED

1957 SEP 19 AM 10:56

Examined Exhibits No 6

In the matter of Jeannette Thomas Incapacitated

Com. No. 12,240 John F. Rank, Exor - 21

No. 12, 240 Equity

GLOBE



EXECUTIVE OFFICE: NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Louis M. Strauss,

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, or its certain attorneys, in the full and just sum of Five Thousand (\$5,000.00)-----Dollars, to the payment whereof well and truly to be made and done we and each of us bind ourselves jointly and severally, firmly by these presents, and our respective heirs, executors, administrators and assigns.

WHEREAS by an Decree of the Circuit Court for Anne Arundel County, in Equity, dated September 16, 1957, in a cause therein pending entitled In The Matter of Jeanette Thomas, Incompetent No. 12,240 Equity, the above bounden Louis M. Strauss was appointed Trustee of the person and estate of the said incompetent upon his filing a bond in the penal sum of Five Thousand -----(\$5,000.00) Dollars, conditioned upon the faithful performance of the trust imposed upon him and the approval of the Court of said bond.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the said Louis M. Strauss, shall faithfully perform the trust imposed upon him by said Decree and shall obey such further orders as the Court may make in relation of said trust, then this obligation shall be void; otherwise to remain in full force and virtue in law.

SIGNED, sealed and dated this 18th day of September 1957.

WITNESS:

Kathleen Woelfel
Kathleen Woelfel, as to both

Louis M. Strauss (SEAL)
Louis M. Strauss, PRINCIPAL

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

Bond approved this 18th day of September, 1957 George T. Cromwell, Clerk

FILED

1957 SEP 18 PM 3:06

In the Case of

In the Matter of
Jeanette Thomas,
vs
an incompetent

In the
Circuit Court

For

Anne Arundel County

No. 12,240

Equity

To the Honorable, the Judges of said Court:

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

[Dotted lines for text entry]

October 17, 1957

All of which is respectfully submitted.

Laura K. Siehling
Auditor.

FILED

1957 OCT 18 AM 9:39

25

Dr. In the Matter of Jeanette Thomas, an incompetent

in ac.

To Trustee for Fee (Order of 10/14/57), viz:	100 00	100 00
To Trustee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10 00	
Clerk of Court - Court costs	44 75	
John G. Rouse, Jr. - Examiner's fee	10 00	
Shirley M. Miller - Stenographer's fee	8 00	
Auditor - stating this account	13 50	86 25
To Trustee for Expenses, viz:		
Capital-Gazette Press - publishing notice to creditors	8 00	
Capital-Gazette Press - order nisi (acct)	6 00	
Globe Indemnity Co. - bond premium	20 00	
T. Carroll Worthington - appraisal and testimony	25 00	59 00
To William B. Bryant, Committee of Jeanette Thomas - this balance as per Decree of 9/16/57	804 75	804 75 -
		1,050 00

with

Louis M. Strauss, Trustee

Cr.

1957

Oct. 10

Cash Value of Potential
 Dower Interest of Jeanette Thomas
 in proceeds of sale of #116 South
 Street, Annapolis, (Contract dated
 3/22/57) under Equity Rule 17 -
 .070 of \$15,000.00, viz:

1,050 00

1,050 00

1,050 00

ORDER NISI

In the Matter of
Jeanette Thomas
~~VERSUS~~
an incompetent

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,240 Equity.

FILED 1957
OCT. 18 AM 9:35

ORDERED, This 18th day of October, 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 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 25th day of November next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 26th day of November, 1957, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

W. H. Thurston, Jr., Judge

FILED

1957 NOV 26 PM 3:08

Maryland Gazette

LIBER 106 PAGE 423

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., *November 11, 1957*

We hereby certify, that the annexed

Order Nisi Eq. 12,240
Auditor account

Jeanette Thomas

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 November, 1957. The first

insertion being made the 24th day of

October, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By *H. Tilghman*

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 12,240 Equity

In the Matter of JEANETTE THOMAS, an incompetent

Ordered, this 18th day of October, 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 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 25th day of November next.

GEORGE T. CROMWELL, Clerk
True Copy: TEST:
GEORGE T. CROMWELL, Clerk
N-7

FILED

No. M. 957-5786 AM 11:01
1957 NOV 12

IN THE MATTER OF THE	:	IN THE
MORTGAGED REAL ESTATE	:	CIRCUIT COURT
OF WILLIAM JOSEPH SKISLAK and	:	FOR
MARY V. SKISLAK, his wife	:	ANNE ARUNDEL COUNTY
	:	EQUITY NO. <u>12,218</u>
	:	17-55
	:	
: : : : : : : : :		

Mr. Clerk:

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

BLACKHURST & BROWN

By James W. Blackhurst
 James W. Blackhurst
 Solicitors for attorney named in
 mortgage
 1 Central Avenue S.W.
 Glen Burnie, Maryland

FILED
1957 JUN 29 AM 11:06

MORTGAGE

PURCHASE MONEY

THIS MORTGAGE, made this 29th day of May, A. D. 19 53, by and between WILLIAM JOSEPH SKISLAK and MARY V. SKISLAK, his wife

of Washington, D. C., in the State of Maryland, hereinafter called the Mortgagor, and CARL R. GRAY, JR., as Administrator of Veterans' Affairs, an Officer of the United States of America, whose address is Veterans Administration, ~~Washington 25, D. C., and his successors in such office, as such~~ Washington 25, D. C., and his successors in such office, as such hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, ~~being one of the Mortgages*~~ 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 EIGHT THOUSAND, FIFTY-FIVE - - - - - Dollars (\$ 8,055.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of five per centum (5 %) per annum until paid, principal and interest being payable at the office of Veterans Administration Regional Office, in Baltimore Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Fifty-three and 16/100 - - - - - Dollars (\$53.16), commencing on the 29th day of June, 19 53, and continuing on the 29th 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 29th day of May, 19 73. 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. Any prepayment made on other than an installment due date will not be credited until the next following installment due date. AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

Now, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of One Dollar (\$1) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey, and assign unto the Mortgagee, its successors and assigns, all the following described property in Anne Arundel County, in the State of Maryland, to wit:

All those two lots of ground situate in the First Election District of Anne Arundel County, Maryland, designated as Lots Numbers Five Hundred Sixteen (516) and Five Hundred Seventeen (517) on the Revised and Corrected Plat of part of Forest Addition to Sylvan Shores, which plat was made by J. R. McCrone, Surveyor, May, 1947, and left for record among the Plat Records of Anne Arundel County on the 23rd day of June, 1947.

BEING the same lot of ground described in a deed of even date herewith from the Mortgagee to the Mortgagor and recorded or intended to be recorded prior hereto among the Land Records of Anne Arundel County.

FILED

* Delete italicized words if Mortgagee is not a building association.

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, ^{his} ~~his~~ successors and assigns, in fee simple forever.

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~~ ^{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 ~~five~~ ^{five} per centum (5%) 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 ~~five~~ ^{five} per centum (5%) 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 ~~five~~ ^{five} per centum (5%) 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~~ ^{thirty} days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or **Grafton Lee Brown, Jr.**, its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of Fifty Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties, and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

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

Witness:

Thomas E. Pilsch
THOMAS E. PILSCH

William Joseph Skislak [SEAL]
WILLIAM JOSEPH SKISLAK
Mary V. Skislak [SEAL]
MARY V. SKISLAK

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 29th day of May, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared WILLIAM JOSEPH SKISLAK and MARY V. SKISLAK, his wife the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

At the same time also personally appeared CARROLL BROWN, Loan Guaranty Officer, the agent of the within ~~body~~ 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.

Lillian A. C. Kemp
LILLIAN A. C. KEMP Notary Public.
My commission expires: 5/2/55

Recorded-5th-June-1953-at-11:15-A.M.

Crj SH-312

STATE OF MARYLAND

Mortgage

FROM

WILLIAM JOSEPH SKISLAK
and
MARY V. SKISLAK, his wife

TO

CARL R. GRAY, JR.
ADMINISTRATOR OF VETERANS'
AFFAIRS

Received for Record 5 June 1953, at 11:15 o'clock A.M.
Same day recorded in Liber 760, Folio 332 &c., one of the Land Records of A.P.C.G.

and examined per *Robert H. Hopkins* Clerk.

Cost of Record, \$ 92.50

IN THE MATTER OF THE	:	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE	:	FOR
OF WILLIAM JOSEPH SKISLAK and	:	ANNE ARUNDEL COUNTY
MARY V. SKISLAK, his wife	:	EQUITY NO. <u>12,218</u>
	:	

MILITARY AFFIDAVIT

STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared REUBEN C. KINSLEY, Chief, Loan Service and Claims Section, Veterans Administration Baltimore Regional Office, and made oath in due form of law that WILLIAM JOSEPH SKISLAK, one of the Defendants in the above titled proceedings, is in the military service of the United States and has been in such military service for the past sixteen years, and was, in fact, in such military service at the time of the execution of the Mortgage previously filed herein, and therefore is not entitled to the protection of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, and that the affiant's source of information is from the records of the Veterans Administration.

Reuben C. Kinsley
 REUBEN C. KINSLEY

Subscribed and sworn to before me
 this 18th day of July, 1957.

Lillian A. C. Kemp
 Lillian A. C. Kemp, Notary Public

My commission expires May 4, 1959



FILED

1957 JUL 29 AM 9:45

6

IN THE MATTER OF THE	:	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	:	FOR
WILLIAM JOSEPH SKISLAK and	:	ANNE ARUNDEL COUNTY
MARY V. SKISLAK, his wife	:	EQUITY NO. <u>12,218</u>

.....

STATEMENT OF MORTGAGE CLAIM

Statement of the Mortgage Claim of H. V. Higley, Administrator of Veterans Affairs by C. W. Nixon, Loan Guaranty Officer, under the mortgage from William Joseph Skislak and Mary V. Skislak, his wife, to the Administrator of Veterans Affairs, which Mortgage is dated May 29, 1953, and recorded among the Land Records of Anne Arundel County in Liber No. J.H.H. 760, folio 332.

Principal amount of loan	\$055.00
Amount paid on principal	338.92
Principal balance	<u>7716.08</u>
Plus Advances as of 7-12-57	65.93
Total principal	<u>7782.01</u>
Accrued interest to 7-12-57	625.41
Total principal and interest to 7-12-57	\$8407.42

(Note: Interest accrual @ 5% per annum from 7-12-57 on principal balance \$7782.01)

C. W. Nixon
Loan Guaranty Officer

STATE OF MARYLAND, BALTIMORE CO., to wit:

I HEREBY CERTIFY, that on this 23rd day of July, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared C. W. Nixon, Loan Guaranty Officer of the Veterans Administration, for and on behalf of H. V. Higley, Administrator of Veterans Affairs, and made oath that the foregoing is a true and just statement of the amount of the mortgage claim under the mortgage filed in the within cause now remaining due and unpaid.

WITNESS my hand and notarial seal.



FILED

1957 JUL 29 AM 9:45

Lillian A. C. Kemp, Notary Public
My commission expires May 4, 1959

LIBER 9 PAGE 113

LIBER 106 PAGE 432

No. 12,218 County

"Old and Tried" Organized 1848



INSURANCE COMPANY
Glens Falls, N. Y.

Know All Men by these Presents:

THAT WE Grafton Lee Brown, Jr.

1 Central Avenue, Glen Burnie, Maryland

as Principal, and GLENS FALLS INSURANCE COMPANY, a body corporate of the State of New York and duly authorized to transact business in the State of Maryland, as Surety, are held and firmly bound

unto the State of Maryland, in the full and just sum of Eight Thousand, Five Hundred and

No/100 - - - - - Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents,

sealed with our seals, and dated this 30th day of July nineteen hundred and fifty-seven.

Whereas, by virtue of a power of sale contained in a mortgage from William Joseph Skislak and Mary V. Skislak to Carl R. Gray, Administrator of Veterans Affairs

bearing date on or about the 29th day of May nineteen hundred and fifty-three the said Grafton Lee Brown, Jr.

is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part. And whereas default has been made in the payment of the interest and principal afore-

said, and the said Grafton Lee Brown, Jr. by duly recorded assignment assigned said mortgage unto the said Principal, for the purpose of foreclosure, and the said Principal is about to execute said power and make sale of the property described as aforesaid in said mortgage;

Now the Condition of the above Obligation is such, That if the above bounden

Grafton Lee Brown, Jr.

do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

*Witness
Ernest Brown*

Grafton Lee Brown (SEAL)

(SEAL)
GLENS FALLS INSURANCE COMPANY

*Bond approved this
29th day of July, 1957
George F. Tomwill
Clerk*

C. M. Reisenweber, Attorney

FILED

1957 JUL 29 AM 9:45



IN THE MATTER OF THE	:	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	:	FOR
WILLIAM JOSEPH SKISLAK and	:	ANNE ARUNDEL COUNTY
MARY V. SKISLAK, his wife	:	LIBERTY NO. <u>12,218</u>
	:	

.....

REPORT OF SALE

TO THE HONORABLE THE JUDGES OF SAID COURT:

The Report of Sale of Grafton Lee Brown, Jr., Attorney named in mortgage dated May 29, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 760, Folio 332, from William Joseph Skislak and Mary V. Skislak, his wife to Carl R. Gray Jr., Administrator of Veterans Affairs, which Mortgage is filed in said cause pending, respectfully shows:

1. That after giving Bond, with security for this faithful discharge of his duties, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the Maryland Gazette, a newspaper published in Anne Arundel County, for more than twenty days preceeding the day of sale, said Attorney named in Mortgage, did pursuant to said notice, on Tuesday, July 30th, 1957, at 2:00 P.M. attend on the premises, and then and there sold the Fee Simple property described in the Mortgage filed in the above-entitled cause, under the power therein conferred on him, which property is fully described in the attached advertisement of sale unto H. V. Higley, Administrator ^{of Veterans Affairs} the highest bidder therefor, at and for the sum of \$ 8,000.00 cash upon ratification of sale.

Blackhurst & Brown
 BLACKHURST & BROWN, Solicitors

Grafton Lee Brown, Jr.
 Grafton Lee Brown, Jr.
 Attorney named in Mortgage

FILED

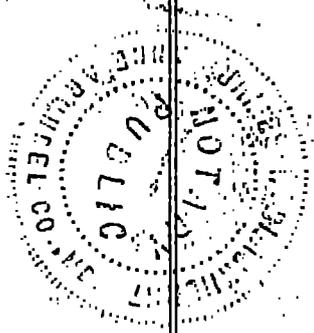
1957 AUG -2 AM 10:36

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

I HEREBY CERTIFY, That on this 30th day of July, 1957, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Anne Arundel County, personally appeared Grafton Lee Brown, Jr., Attorney named in Mortgage, filed in above-entitled cause, and made oath in due form of law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

James W. Blackhurst

 Notary Public



BLACKHURST & BROWN
 Solicitors
 1 Central Avenue, S.W.
 Glen Burnie, Maryland

Attorney's Sale
 OF
VALUABLE FEE SIMPLE
PROPERTY

LOCATED IN THE FIRST ELECTION DISTRICT, ANNE ARUNDEL COUNTY
 Under and by virtue of the power and authority contained in a mortgage from William Joseph Skisink and Mary V. Skielak, his wife to Carl R. Gray, Administrator of Veterans' Affairs, dated May 29, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 760, Folio 332, etc. (default having occurred thereunder)

the undersigned, the Attorney named in mortgage will sell at public auction on the premises on

Tuesday, July 30, 1957
At 2 O'Clock P. M., D.S.T.

All those lots of ground situate and lying in Anne Arundel County, and described as follows:

All these two lots of ground situate in the First Election District of Anne Arundel County, Maryland, designated as Lots Numbers Five Hundred Sixteen (516) and Five Hundred Seventeen (517) on the Revised and Corrected Plat of part of Forest Addition to Sylvan Shores, which plat was made by J. R. McCrone, Surveyor, May, 1947, and left for record among the Plat Records of Anne Arundel County on the 23rd day of June, 1947.

BEING the same lot of ground described in a deed dated May 29, 1953, from Carl R. Gray, Jr., Administrator of Veterans' Affairs, to the mortgagee herein and recorded prior hereto among the Land Records of Anne Arundel County.

The improvements consist of a one story masonry building with five rooms and bath, in fee simple.

TERMS OF SALE: A cash deposit of \$500.00 will be required of the purchasers at time and place of sale, balance of purchase money in cash upon the final ratification of sale by the Circuit Court for Anne Arundel County. Interest to be charged on unpaid purchase money from date of sale to date of settlement. Taxes and all other expenses and assessments, including special paving tax and Sanitary Commission charges, if any, to be adjusted the day of sale.

For further particulars apply to:
 Grafton Lee Brown, Jr.
 1 Central Avenue S. W.
 Glen Burnie, Maryland

GRAFTON LEE BROWN, JR.
 Attorney named in Mortgage
 ROBERT H. CAMPBELL, Auctioneer

ORDER NISI

LIBER 106 PAGE 435

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF

IN THE
CIRCUIT COURT

~~XXXX~~
WILLIAM JOSEPH SKISLAK and
MARY V. SKISLAK, his wife

FOR
ANNE ARUNDEL COUNTY

No. 12,218 Equity

Ordered, this 2 day of August, 19 57, That the sale of the
Property in these proceedings mentioned,
made and reported by Grafton Lee Brown, Jr., Attorney named in Mortgage,
~~XXXXXXXX~~

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

The report states that the amount of sales ~~XXXX~~ was \$ 8,000.00

George F. Cromwell Clerk.

FILED 1957 Aug 2
AM 10:36

True Copy,

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF

IN THE
CIRCUIT COURT

~~XXXX~~
WILLIAM JOSEPH SKISLAK and
MARY V. SKISLAK, his wife

FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 10th day of September, 1957,
that the sale made and reported by the ~~XXXX~~ ^{Attorney} aforesaid, be and the same ~~is~~ ^{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 ~~XXXX~~ ^{Attorney} allowed the usual commissions and such proper expenses as he shall pro-
duce vouchers for the Auditor.

Benjamin M. ...
Judge.

FILED
1957 SEP 10 PM 3:15

12

ROBERT H. CAMPBELL

Auctioneer

BLACKHURST & BROWN, Solicitors
1 Central Avenue, S.W.
Glen Burnie, Maryland

LIBER 106 PAGE 43b

ATTORNEY'S SALE

OF VALUABLE

Fee Simple Property

LOCATED IN THE FIRST ELECTION DISTRICT, ANNE ARUNDEL COUNTY

UNDER and by virtue of the power and authority contained in a mortgage from William Joseph Skislak and Mary V. Skislak, his wife, to Carl R. Gray, Administrator of Veterans' Affairs, dated May 29, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 760, Folio 332, etc., (default having occurred thereunder) the undersigned, the Attorney named in mortgage will sell at public auction on the premises on

TUESDAY, JULY 30th, 1957

AT 2:00 O'CLOCK P. M., D. S. T.

ALL those lots of ground situate and lying in Anne Arundel County, and described as follows:

ALL those two lots of ground situate in the First Election District of Anne Arundel County, Maryland, designated as Lots Numbers Five Hundred Sixteen (516) and Five Hundred Seventeen (517) on the Revised and Corrected Plat of a part of Forest Addition to Sylvan Shores, which plat was made by J. R. McCrone, Surveyor, May, 1947, and left for record among the Plat Records of Anne Arundel County on the 23rd day of June, 1947.

BEING the same lot of ground described in a deed dated May 29, 1953, from Carl R. Gray, Jr., Administrator of Veterans' Affairs, to the mortgagors herein and recorded prior hereto among the Land Records of Anne Arundel County.

The improvements consist of a one-story masonry building with five rooms and bath, in fee simple.

TERMS OF SALE: A cash deposit of \$500.00 will be required of the purchasers at time and place of sale, balance of purchase money in cash upon the final ratification of sale by the Circuit Court for Anne Arundel County. Interest to be charged on unpaid purchase money from date of sale to date of settlement. Taxes and all other expenses and assessments, including special paving tax and Sanitary Commission charges, if any, to be adjusted the day of sale.

FOR FURTHER PARTICULARS apply to:

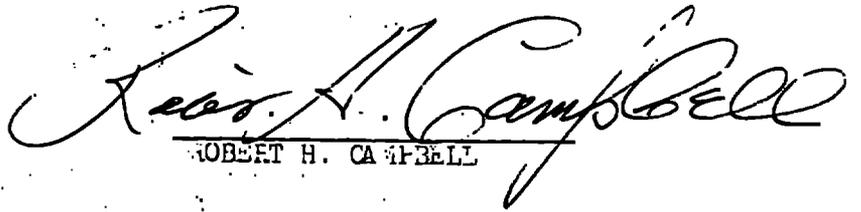
GRAFTON LEE BROWN, JR.,
1 Central Avenue, S.W.,
Glen Burnie, Maryland.

GRAFTON LEE BROWN, JR.,
Attorney Named in Mortgage

FILED

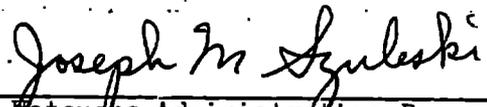
1957 AUG -2 PM 3:42

I hereby certify that I have, this 30th day of July, 1957, sold the within described property to H. V. Higley, Administrator of Veterans' Affairs, at and for the sum of \$8,000.00, he being, at that figure, the highest bidder, and I further certify that said sale was fairly made.


ROBERT H. CAMPBELL

I hereby certify that H. V. Higley, Administrator of Veterans' Affairs has on this 30th day of July, 1957, purchased the within described property from Grafton Lee Brown, Jr., Attorney named in Mortgage, at and for the sum of \$8,000.00, and I hereby agree to comply with the terms of sale as set forth on the reverse side hereto.

H. V. HIGLEY
ADMINISTRATOR OF VETERANS AFFAIRS

BY 
Veterans Administration Representative

FILED
1957 AUG -2 PM 3:42

31

BLACKHURST & BROWN
Solicitors
1 Central Avenue, S.W.
Glen Burnie, Maryland

Attorney's Sale
OF
VALUABLE FEE SIMPLE
PROPERTY

LOCATED IN THE FIRST ELECTION DISTRICT, ANNE ARUNDEL COUNTY Under and by virtue of the power and authority contained in a mortgage from William Joseph Skislak and Mary V. Skislak, his wife to Carl R. Gray, Administrator of Veterans' Affairs, dated May 29, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 760, Folio 332, etc. (default having occurred thereunder) the undersigned, the Attorney named in mortgage will sell at public auction on the premises on

Tuesday, July 30, 1957
At 2 O'Clock P. M., D.S.T.

ALL those lots of ground situate and lying in Anne Arundel County, and described as follows:

ALL those two lots of ground situate in the First Election District of Anne Arundel County, Maryland, designated as Lots Numbers Five Hundred Sixteen (516) and Five Hundred Seventeen (517) on the Revised and Corrected Plat of part of Forest Addition to Sylvan Shores, which plat was made by J. R. McCrone, Surveyor, May, 1947, and left for record among the Plat Records of Anne Arundel County on the 23rd day of June, 1947.

BEING the same lot of ground described in a deed dated May 29, 1953, from Carl R. Gray, Jr., Administrator of Veterans' Affairs, to the mortgagors herein and recorded prior hereto among the Land Records of Anne Arundel County.

The improvements consist of a one story masonry building with five rooms and bath, in fee simple.

TERMS OF SALE: A cash deposit of \$500.00 will be required of the purchasers at time and place of sale, balance of purchase money in cash upon the final ratification of sale by the Circuit Court for Anne Arundel County. Interest to be charged on unpaid purchase money from date of sale to date of settlement. Taxes and all other expenses and assessments, including special paving tax and Sanitary Commission charges, if any, to be adjusted the day of sale.

For further particulars apply to:
Grafton Lee Brown, Jr.
1 Central Avenue S. W.
Glen Burnie, Maryland

GRAFTON LEE BROWN, JR.
Attorney named in Mortgage
ROBERT H. CAMPBELL, Auctioneer

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 5, 1957

We hereby certify, that the annexed

Attorney's Sale
12,218

William Joseph Skislak
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 July, 1957. The first

insertion being made the 3rd day of

July, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By J. H. Gilchrist

July 2 & Aug 5, 1957 at 9.14 PM

D
9:14

OF THE 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. 12,218, Equity
In The Matter Of The Mortgaged
Real Estate Of
WILLIAM JOSEPH SKISLAK and
MARY V. SKISLAK, his wife
Ordered, this 2nd day of August,
1957, That the sale of the Property
in these proceedings mentioned, made
and reported by Grafton Lee Brown,
Jr., Attorney named in Mortgage, BE
RATIFIED AND CONFIRMED, unless
cause to the contrary thereof be shown
on or before the 9th day of September
next; Provided, a copy of this Order be
inserted in some newspaper published
in Anne Arundel County, once in each
of three successive weeks before the
9th day of September next.
The report states that the amount
of sale was \$8,000.00.
GEORGE T. CROMWELL, Clerk
True Copy: TEST:
GEORGE T. CROMWELL, Clerk
A-29

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 5, 1957

We hereby certify, that the annexed

Order Nisi Sale
Eq. 12,218

William Joseph Skislak

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 9th

day of September, 1957. The first

insertion being made the 8th day of

August, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1957 SEP -6 PM 12:40

H. J. Tilghman

No. M. G. 13666

In the Case of

In the Matter of the Mortgaged
Real Estate
of
vs.
William Joseph Skislak
and
Mary V. Skislak, his wife

In the
Circuit Court
For
Anne Arundel County
No. 12,218 Equity

To the Honorable, the Judges of said Court:

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

[Dotted lines for account content]

October 21, 1957

All of which is respectfully submitted.

Laura K. Deblin
Auditor

FILED
1957 OCT 23 AM 11:53

Dr.

in ac.

In the Matter of the Mortgaged Real Estate of William Joseph Skislak and Mary V. Skislak, his wife

To Attorney for Fee and Commissions, as agreed, viz:	200	00	200	00
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	31	50		
Jos. W. Alton, Jr. - Sheriff's costs	1	45		
Auditor - stating this account	13	50	56	45
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	43	76		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	11	71		
The Glens Falls Insurance Co. - bond premium	34	00		
Robert H. Campbell - auctioneer's fee	25	00		
One-half Federal documentary stamps	4	40	132	87
To H. V. Higley, Administrator of Veterans Affairs, mortgagee - this balance on account mortgage claim	7,655	34	7,655	34
			8,044	66
Amount of mortgage claim filed	8,407	42		
Interest at 5% on \$7,782.01 from 7/12/57 to 7/30/57 - 18 days	19	46		
	8,426	88		
Cr. Amount allowed above	7,655	34		
Balance subject to decree in personam	771	54		

18

with

Grafton Lee Brown, Jr., Attorney named in Mortgage

Cr.

1957				
July	30	Proceeds of Sale	8,000 00	8,000 00
		Refund 1957 State and County taxes (\$106.23) -adjusted to 7/30/57 - 154 days	44 66	44 66
				8,044 66

ORDER NISI

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

In the Matter of the Mortgaged
Real Estate of
~~VERSUS~~
William Joseph Skislak
and
Mary V. Skislak, his wife

No. 12,218 Equity.

1957 OCT 23 AM 11:53
FILED

ORDERED, This 23 day of October, 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 2 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 2 day of December next.

George T. Cromwell
Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 11 day of December, 1957, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Matthew S. Evans
Judge

FILED

1957 DEC 11 PM 2:33

Maryland Gazette

LIBER 106 PAGE 444

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. 12,218 Equity

In the Matter of the Mortgaged Real Estate of WILLIAM JOSEPH SKISLAK and MARY V. SKISLAK, his wife

Ordered, this 23rd day of October, 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 2nd 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 2nd day of December next.

GEORGE T. CROMWELL, Clerk True Copy, TEST: GEORGE T. CROMWELL, Clerk N-14

CERTIFICATE OF PUBLICATION

Annapolis, Md., *December 9*, 1957

We hereby certify, that the annexed

Order Nisi, Eq. 12,218 Auditor Account

William Joseph Skislak

was published in

Maryland Gazette

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

successive weeks before the *2nd*

day of *December*, 1957. The first

insertion being made the *31st* day of

October, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By

H. Tilghman

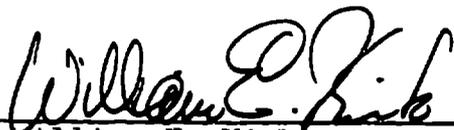
FILED

No. M. 957-444-10-AM 11:43

In the matter of the mortgaged : No. 12,234 Equity
real estate of Walter H. Ruby and : In the Circuit Court for
Madeleine S. Ruby, his wife : Anne Arundel County

Mr. Clerk,

Please docket the above proceedings, record the
assignment, and file the original mortgage herewith.



William E. Kirk,
Assignee

FILED

1957 JUL 15 PM 2:07

LIBER 106 PAGE 446

WILLIAM E. KIRK, ATTORNEY
TOWNS-WORTH BLDG., SOUTH ST.
ANNAPOLIS, MD.

*no. 12, 234
Equity*

A S S I G N E E ' S S A L E

OF

VALUABLE IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in mortgage from Walter H. Ruby and Madeleine S. Ruby, his wife, dated July 21, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 848, Folio 494, default having occurred thereunder, which mortgage has been assigned to William E. Kirk for the purpose of foreclosure, the undersigned Assignee will offer for sale at public auction on the premises on

THURSDAY, AUGUST 15, 1957

at 11 o'clock A.M.

All that fee simple property situate, lying and being in the Fifth Election District of Anne Arundel County, State of Maryland,

Known and designated as Lots Nos. 7 and 8, Block H, as shown on the Plat of Garland, which plat is recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod K, Folio 6.

Being the same property conveyed unto Walter H. Ruby and Madeleine S. Ruby, his wife, by Mary Catherine Gummer, Widow, by deed dated July 21, 1954 and recorded among the aforesaid Land Records of Anne Arundel County in Liber J.H.H. 848, Folio 492.

The above property is improved by a dwelling with modern conveniences.

TERMS OF SALE: A cash deposit of \$500.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

William E. Kirk, Attorney
Towns-Worth Bldg., South St.
Annapolis, Md.

Robert Campbell, Auctioneer

Maryland Gazette Press

July 18, 25
August 1, 8

FILED
1957 JUL 15 PM 2:07

This Mortgage,

made this

21ST

day of

LIBER 106

PAGE 447

July

in the year one thousand nine hundred and fifty-four, between Walter H. Ruby and Madeleine S. Ruby, his wife,

of Anne Arundel Co., in the

State of Maryland, hereinafter called Mortgagors, and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND, a body corporate, duly incorporated, hereinafter called Mortgagee.

WHEREAS the said Mortgagee has this day loaned to the said Mortgagors the sum of

SIX THOUSAND FIVE HUNDRED DOLLARS - - - - - (\$6,500.00)

Dollars, being a part of the purchase money for the property herein described, which said sum the said Mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 6 % per annum, in the manner following:

By the payment of FIFTY FIVE DOLLARS - - - - - (\$55.00) Dollars plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments for which the property hereinafter described may be legally liable on or before the 21st day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

The said installment payments may be applied by the Mortgagee in the following order:

FIRST: To the payment of interest;

SECOND: To the payment of all taxes, water rents, assessments or public charges of every nature and description, ground rent, insurance premiums and other charges affecting the hereinafter described premises;

THIRD: Towards the payment of the aforesaid principal sum;

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

And the said Mortgagors shall have the right to pay all or any additional part of the principal on any monthly installment payment date and interest shall abate on any amounts so paid on the principal.

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

NOW, THEREFORE THIS MORTGAGE WITNESSETH, that in consideration of the premises and of one dollar, the said mortgagors do grant, convey and assign unto said Mortgagee, its successors and assigns, all those

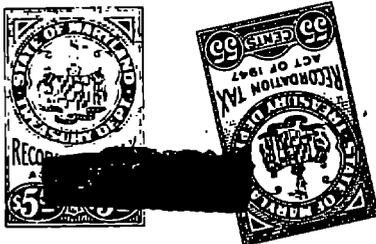
lots of ground situate and lying in

Fifth Election District, Anne Arundel County,

State of Maryland and described as follows:

KNOWN AND DESIGNATED as Lots Nos. 7 and 8, Block H, as shown on the Plat of Garland, which plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod K, Folio 6.

BEING the same property conveyed to the within-named Mortgagors by Mary Catherine Gummer, Widow, by deed of even date herewith intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.



FILED 1957 JUL 15 PM 2:32

This loan was made upon the distinct understanding and agreement between the parties hereto that the following items, if any, shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz: garages; all bathroom accessories, such as tub, lavatory, closet combination, built-in medicine cabinets; all kitchen accessories, such as sink, built-in kitchen units, gas ranges, coal ranges; all cellar accessories, such as laundry trays, heating plant complete with its boiler, radiators, hot water heaters, oil burner, oil tank and circulators; built-in club room with its appurtenances; built-in radio antenna; all lighting fixtures; built-in mantels; and screens for windows and doors. The foregoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the mortgagee as a part of mortgagee's security.

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

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

LIBER 106 PAGE 449

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

And the said Mortgagor s , for themselves, their heirs, personal representatives or assigns, covenant with the said Mortgagee, its successors or assigns, as follows:

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

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

III. Not to remove or demolish any buildings now on the premises and to keep 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 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 grant or assignment, by descent, inheritance, operation of law or in any other manner, without the Mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided, at the option of the Mortgagee.

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

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

And the said Mortgagors consent that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Sections 720 to 732, inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898 — or any amendments, additions, or supplements thereto — or this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said Mortgagee, its successors or assigns, or by William W. Townshend, Jr., its duly constituted Attorney or Agent, under, Article 66, Sections 6 to 10, inclusive of the Maryland Code (1939) Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages; and the sale shall be made after giving twenty days' notice of the time, place, manner, and terms of sale in some newspaper printed in the County or City in which the land is situate; and the party selling may also give such other notice as he may deem expedient, and the terms of sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient. And upon any sale of said property, under the assent to decree or the powers herein granted, the proceeds shall be applied as follows:

First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property equal to the commission usually allowed Trustees for making sale of 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 one hundred dollars;

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

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

Half of such commissions and all such expenses and costs shall be paid by the Mortgagors or his, her or their heirs, personal representatives or assigns in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

The said Mortgagor s covenant to warrant specially said lot s of ground and to execute such other assurance thereof as may be requisite.

Witness the hand s and seal s of the said Mortgagors .

WITNESS:

Norwood A. Wieneke
Norwood A. Wieneke

Walter H. Ruby (SEAL)
Walter H. Ruby
Madeleine S. Ruby (SEAL)
Madeleine S. Ruby
..... (SEAL)

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 21ST day of July

in the year one thousand, nine hundred and fifty-four, before me, the subscriber, a Notary

Public of the State of Maryland, in and or said County, personally appeared Walter H. Ruby and

Madeleine S. Ruby, his wife, the above named Mortgagors

satisfactorily proven to be the persons whose names are subscribed to the within Mortgage,

and acknowledged that they executed the same for the purposes

therein contained, and also they acknowledged the foregoing Mortgage to be their

act. At the same time also appeared ROBERT C. WARD, President of said Mortgagee, and made oath in due form

of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Norwood A. Wieneke
Notary Public

Norwood A. Wieneke

My commission expires 5/2/55

Recorded: July 22, 1954 at 11.50 A.M.

REC'D FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY
JUL 15 PM 1:43
NO. 848 FOLIO 497
GEO. T. CRUMWELL, CLERK

pl. 1.00

*8/10/54
Cross H 122*

WM. W. TOWNSHEND, JR.
Attorney
TOWNS-WORTH BLDG.
ANNAPOLIS, MD.

PURCHASE MONEY
MORTGAGE

FROM

WALTER H. RUBY AND

MADELEINE S. RUBY, HIS WIFE

TO

UNITED FEDERAL SAVINGS & LOAN
ASSOCIATION OF GLEN BURNIE,
MARYLAND

Received for record *23 July*

19 *54* at *11.50* o'clock *A.* M.

Same day recorded in Liber *848*

No. *848* folio *494* &c. one of *Edward*

the Land Records of Anne Arundel County

and examined by *JAMES H. HOFFMAN, JR.*

CLERK JUL 15 PM 1:43

Cost of Record \$ *1.00* & RECORDED IN LIBER 076

ATTEST:

Norwood A. Wieneke
Norwood A. Wieneke-Secretary

THE UNITED FEDERAL SAVINGS & LOAN ASSOCIATION, hereby assigns the within mortgage into William E. Kirk for foreclosure. WITNESS the name of United Federal Savings & Loan Association by Dorothy B. Ward, its Executive Vice President, attested to by its Secretary, Norwood A. Wieneke, and its Corporate Seal hereunto attixed, this 10th day of July, 1957.

UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE
BY: *Dorothy B. Ward*
Dorothy B. Ward-Executive V. P.

In the Matter of the Sale of	:	No. 12,	Equity
the Mortgaged Real Estate of	:	IN THE	
Walter H. Ruby, and	:	CIRCUIT COURT	
Madeleine S. Ruby, his wife.	:	FOR	
	:	ANNE ARUNDEL COUNTY	

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I, William E. Kirk, being duly sworn, do depose and say:

1. That I am a resident of Anne Arundel County in the State of Maryland.

2. That on behalf of the Mortgagee in the above entitled case, I made an investigation for the purpose of determining whether Walter H. Ruby and Madeleine S. Ruby, his wife, the Mortgagors in said case (hereinafter called "said Mortgagors") were 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 Mortgagors were not, on July 19, 1957, in the military service of the United States as defined in the above named Acts or the amendments thereto; that they were not, on July 19, 1957, in the military service of any Nation allied with the United States in the prosecution of the wars in which the United States was at that time engaged; that they had not been discharged from any such military service within sixty (60) days prior to July 19, 1957; that on July 19, 1957 they had not been ordered to report for induction under the Selective Service and Training Act of 1940, as amended; and that on July 19, 1957 they were not members of the enlisted Reserve Corps who had been ordered to report for military service.

FILED

1957 JUL 22 AM 10:39

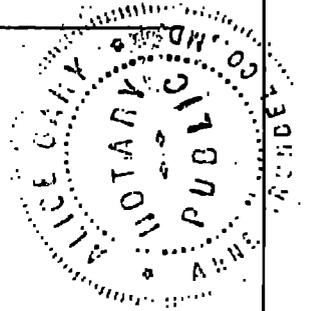
Subscribed and sworn to before me, a Notary Public, this 22nd
day of July, 1957.

William E. Kirk

William E. Kirk
Affiant

Alice Gary

Alice Gary, Notary Public



In the Matter of the Mortgaged Real : No. : Equity
 Estate of Walter H. Ruby and : In the Circuit Court for
 Madeleine S. Ruby, his wife : Anne Arundel County

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage, Walter H. Ruby and Madeleine S. Ruby, his wife, to United Federal Savings and Loan Assn., dated July 21, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.E. 848, Folio 494		\$6,500.00
Total paid on principal	\$ 471.75	
Plus debit expense account	<u>53.65</u>	<u>418.10</u>
		\$6,081.90
Interest to July 31, 1957	\$ 180.84	
Interest from 7-31-57 to 8-15-57	<u>15.07</u>	<u>195.91</u>
		\$6,277.81

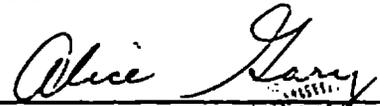


 William E. Kirk, Assignee

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 18th day of July, 1957, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William E. Kirk, Assignee named in mortgage, and acknowledged the foregoing Statement of Mortgage Claim to be true and just as therein set forth.

Witness my hand and Notarial seal.



 Alice Gary, Notary Public



FILED

1957 JUL 22 AM 10:39

GLOBE

no. 12, 234
Equity

INDEMNITY COMPANY



EXECUTIVE OFFICE: NEW YORK

A NEW YORK CORPORATION

12,234 Equity

A STOCK COMPANY

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, William E. Kirk 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 Seven Thousand (\$7,000.00) DOLLARS, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 15th day of August, 1957.

WHEREAS, by virtue of a power of sale contained in a Mortgage from Walter H. Ruby and Madeleine S. Ruby, his wife to United Federal Savings and Loan Association -----, bearing date on or about the 21st day of July 1954, the said William E. Kirk 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 William E. Kirk 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:

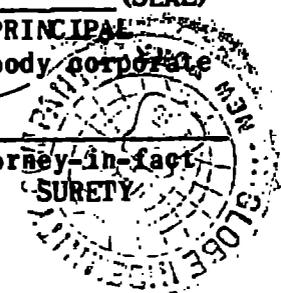
Kathleen Koelbel
Kathleen Koelbel, ss to both

*Bond approved this 15th day
of August 1957*

George T. Cromwell, Clerk 1957 AUG 15 AM 9:19

William E. Kirk (SEAL)
William E. Kirk PRINCIPAL
GLOBE INDEMNITY COMPANY, a body corporate

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



FILED

WILLIAM E. KIRK, ATTORNEY
Towns-Worth Bldg., South Street
Annapolis, Md.

ASSIGNEE'S SALE

OF VALUABLE

Improved Real Estate

UNDER and by virtue of a power of sale contained in a mortgage from Walter H. Ruby and Madeleine S. Ruby, his wife, dated July 21, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 848, Folio 494, default having occurred thereunder, which mortgage has been assigned to William E. Kirk for the purpose of foreclosure, the undersigned Assignee will offer for sale at public auction on the premises on

THURSDAY, AUGUST 15th, 1957

AT 11 O'CLOCK A. M.

ALL THAT fee simple property situate, lying and being in the Fifth Election District of Anne Arundel County, State of Maryland,

KNOWN and designated as Lots Nos. 7 and 8, Block H, as shown on the Plat of Garland, which plat is recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod K, Folio 6.

BEING the same property conveyed unto Walter H. Ruby and Madeleine S. Ruby, his wife, by Mary Catherine Gummer, Widow, by deed dated July 21st, 1954 and recorded among the aforesaid Land Records of Anne Arundel County, in Liber J.H.H. 848, Folio 492.

The above property is improved by a dwelling with modern conveniences.

TERMS OF SALE: A cash deposit of \$500.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

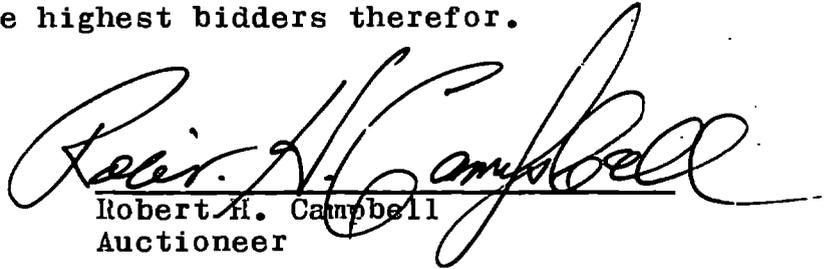
FOR FURTHER particulars, apply to:

WILLIAM E. KIRK, Attorney
Towns-Worth Bldg., South Street
Annapolis, Md.

Annapolis, Maryland
August 15, 1957

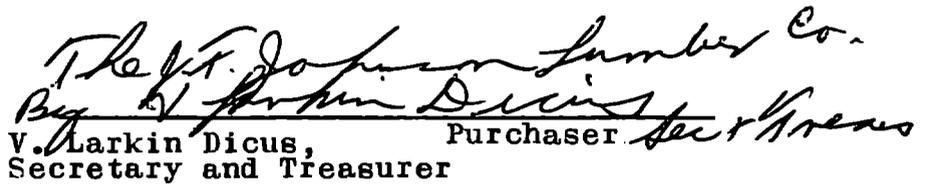
I hereby certify that I have this 15th day of August, 1957,
sold for William E. Kirk, Assignee, the property of Walter H. Ruby
and Madèleine S. Ruby, his wife, known as Lots Nos. 7 and 8, Block ..
Garland, Fifth Election District of Anne Arundel County, Maryland,
unto The J. F. Johnson Lumber Company, Glen Burnie, Maryland,

at and for the sum of Seven Thousand Five Hundred Dollars (\$7,500.00
they being then and there the highest bidders therefor.


Robert H. Campbell
Auctioneer

Annapolis, Maryland

I/We hereby certify that we have this 15th day of August, 1957,
purchased from William E. Kirk, Assignee, the property known as
Lots Nos. 7 and 8, Block H, Garland, Fifth Election District of Anne
Arundel County, Maryland, at and for the sum of
Seven Thousand Five Hundred Dollars -----(\$7,500.00)
and we hereby agree to comply with the terms of said sale.


V. Larkin Dicus, Purchaser
Secretary and Treasurer

Purchaser

FILED
1957 AUG 19 AM 11:06

In the matter of the mortgaged real : No. 12,234 Equity
estate of Walter H. Ruby and : In the Circuit Court for
Madeleine S. Ruby, his wife : Anne Arundel County

To the Honorable, the Judges of said Court:

The Report of Sale of William E. Kirk, Assignee 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 Walter H. Ruby and Madeleine S. Ruby, his wife, to United Federal Savings and Loan Association of Glen Burnie, dated July 21, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 916, Folio 106, said mortgage assigned to William E. Kirk, Assignee, for purposes of foreclosure, the said William E. Kirk, Assignee 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 at public auction on the premises on Thursday, August 15, 1957, at 11 o'clock A.M., and then and there sold the said property to The J. F. Johnson Lumber Company, Glen Burnie, Maryland, at and for the sum of Seven Thousand Five Hundred Dollars (\$7,500.00), being at that figure the highest bidder therefor, said property being as follows:

KNOWN AND DESIGNATED as Lots Nos. 7 and 8, Block H, as shown on the Plat of Garland, which plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod K, Folio 6.

FILED
1957 AUG 19 AM 11:06

AND the said Assignee 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 \$500.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

Respectfully submitted,

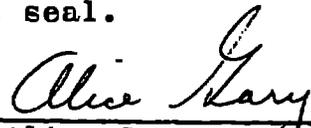


William E. Kirk, Assignee
named in mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 16th day of August, 1957, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William E. Kirk, Assignee named in mortgage, and made oath in due form of law that the matters and things stated in the foregoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

WITNESS my hand and Notarial seal.



Alice Gary, Notary Public



LIBER

9 PAGE 127

GLOBE

LIBER 106 PAGE 459

INDEMNITY COMPANY



EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

No. 12,234 Equity

ADDITIONAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, William E. Kirk, of Anne Arundel County, State of Maryland, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Five Hundred Dollars (\$500.00) current money, to be paid to the said State or its certain attorneys, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this 20th day of August, 1957.

WHEREAS, by virtue of a power of sale contained in a Mortgage from Walter H. Ruby and Madeleine S. Ruby, his wife, to United Federal Savings and Loan Association, bearing date on or about the 21st day of July, 1954, the said William E. Kirk, as Assignee, was 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 William E. Kirk, as Assignee of said Mortgage, has executed said power and made sale of the property described in said Mortgage.

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

NOW, 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 Woelfel
Kathleen Woelfel, as to both

William E. Kirk (SEAL)
William E. Kirk

GLOBE INDEMNITY COMPANY, a body corporate.
By John H. Hopkins
John H. Hopkins, Attorney-in-Fact
SURETY
1957 AUG 20 PM 3:20

Bond approved this 20th day of August 1957

George T. Cornwall, Clerk

ORDER NISI

LIBER 106 PAGE 460

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF WALTER H. RUBY and

~~XXXX~~

MADELEINE S. RUBY, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,234 Equity

Ordered, this 19 day of August, 19 57, That the sale of the Property in these proceedings mentioned, made and reported by William E. Kirk, Assignee named in the Mortgage ~~Trust~~

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

The report states that the amount of sales ~~was~~ was 7,500.00

George T. Crosswell Clerk.

True Copy,
FILED 1957 Aug. 19
AM 11:06

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF WALTER H. RUBY and

MADELEINE S. RUBY, his wife ~~XXXX~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 24th day of September, 1957 that the sale made and reported by the ~~Trustee~~ assignee aforesaid, be and the same ~~is~~ hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew H. Provia
Judge

FILED
1957 SEP 24 PM 3:43

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 12234, Equity

IN THE MATTER OF THE MORT-
GAGED REAL ESTATE OF
WALTER H. RUBY and
MADELEINE S. RUBY, his wife

Ordered, this 19th day of August,
1957. That the sale of the Property in
these proceedings mentioned, made and
reported by William E. Kirk, Assignee
named in the Mortgage, BE RATIFIED
AND CONFIRMED, unless cause to
the contrary thereof be shown on or
before the 23rd day of September next;
Provided, a copy of this Order be in-
serted in some newspaper published in
Anne Arundel County, once in each of
three successive weeks before the 23rd
day of September next.

The report states that the amount of
sale was \$7,500.00.

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

8-12

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 17, 1957

We hereby certify, that the annexed _____

Order Nisi Sale

C. G. 12,234

Walter H. Ruby

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 September, 1957. The first

insertion being made the 22nd day of

August, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M. G. 13621 1957 SEP 17 AM 11:49

14

Dr.

in ac.

In the Matter of the Mortgaged Real Estate of Walter H. Ruby and Madeleine S. Ruby, his wife

To Assignee for Commissions, viz:	257	10		
To Assignee for Fee, viz:	100	00	357	10
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	30	75		
Auditor - stating this account	13	50	54	25
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	30	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	11	68		
Globe Indemnity Co. - bond premium	30	00		
Robert H. Campbell - auctioneer's fee	45	00		
One-half Federal documentary stamps	4	13		
One-half State documentary stamps	4	12		
Clerk of Court - recording assignment	1	00		
Alice Gary - notary fees	1	50	141	43
To United Federal Savings & Loan Ass'n, first mortgagee - in full for mortgage claim filed	6,277	81	6,277	81
To The J. F. Johnson Lumber Co., second mortgagee - this balance on account mortgage claim	787	70	787	70
			7,618	29
Amount of Second Mortgage Claim filed:				
Balance due on principal	2,893	41		
Interest thereon at 6% from 1/18/56 to 8/15/57 - 18 months 28 days	273	90		
	3,167	31		
Cr. Amount allowed above	787	70		
Balance due	2,379	61		

ORDER NISI

In the Matter of the Mortgaged
Real Estate of
~~VERSUS~~
Walter H. Ruby
and
Madeleine S. Ruby, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,234 Equity.

1957 OCT 28 AM 10:58

ORDERED, This 28th day of October, 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 ~~November~~ 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 day of ~~November~~ December next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 11th day of December, 1957, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Matthew S. Enow, Judge

FILED

1957 DEC 11 PM 2:32

2.

Maryland Gazette

LIBER 106 PAGE 466

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 9, 1957

We hereby certify, that the annexed _____

Order Nisi, Eq. 12,234
Auditor account

Walter H. Ruby

was published in

Maryland Gazette

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

successive weeks before the 2nd

day of December, 1957. The first

insertion being made the 31st day of

October, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 12,234 Equity

In the Matter of the Mortgaged Real Estate of WALTER H. RUBY and MADELEINE S. RUBY, his wife

Ordered, this 28th day of October, 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 2nd 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 2nd day of December next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
N-14

FILED

1957 DEC 10 AM 11:43

FILED

No. M. G. 1957-11910-AM 11:43

52

IRENE THOMAS BLYTHE
Committee of HAROLD
HILLMAN BLYTHE,

Plaintiff

vs

HAROLD HILLMAN BLYTHE,
non compos mentis,
Veterans Administration Hospital
Chillicothe, Ohio,

Defendant

FOR

ANNE ARUNDEL COUNTY, MARYLAND

EQUITY NO. 11,915

BILL OF COMPLAINT

To the Honorable, The Judges of said Court:

Your Complainant, Irene Thomas Blythe, Committee of Harold Hillman Blythe, a person non compos mentis, by John H. Hopkins, IV, her Solicitor, complaining says:

FIRST: That Irene Thomas Blythe and Harold Hillman Blythe are husband and wife; that by deed dated August 17, 1938 from Summer Colonies, Inc., and recorded among the land records of Anne Arundel County in Book 186 F.A.M. at folio 498, they became owners as tenants by the entireties of Lot numbered 10 in Block 4, as shown on the plat of Shoreham Beach recorded among the land records in said county in Plat Book F.S.R. No. 4 at folio 42.

SECOND: That after the acquisition of said title the defendant became and still is of unsound mind and was so adjudicated as such on, to-wit, December 15, 1948 and your complainant was duly appointed and qualified on the 27th of December 1948 by the District Court of the United States for the District of Columbia, as the Committee of the person and estate of said lunatic, as will more fully appear from complainant's Exhibit A attached hereto.

THIRD: That the defendant is a non-resident of the State of Maryland and is now confined in the United States Veterans' Hospital at Chillicothe, Ohio; that your complainant is advised that the condition of the defendant is hopelessly incurable.

FOURTH: That your complainant, acting for herself and her said husband, executed an agreement to sell the aforesaid lot to Harlan Wood and that said lot is a small unimproved swamp piece of ground facing an inlet near the South River, the same being twenty-five feet wide and about one hundred

1956 OCT 30 AM 11:55

FILED

feet deep; that the purchase price of said lot at \$150.00 is fair and reasonable and has been approved by the United States District Court for the District of Columbia, the Court of original and domiciliary jurisdiction over the person and estate of said incompetent, as will more fully appear from the certified or photostatic copy of said order hereto annexed.

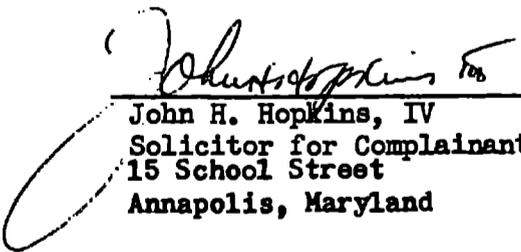
FIFTH: Your complainant further says that the price of said lot is fair and adequate; that she and her husband have no creditors within the State of Maryland; that it is to her interest and that of her husband to ratify and confirm said sale by this Honorable Court; that a trustee be appointed herein to convey the interest of the said Harold Hillman Blythe to the purchaser thereof in accordance with the agreement and the order of sale of the United States District Court for the District of Columbia.

In consequence of the foregoing your complainant prays as follows:

1. That this Honorable Court ratify and confirm the saforesaid sale and appoint a trustee to convey the interest of Harold Hillman Blythe to Harlan Wood pursuant to said agreement and the approval thereof as aforesaid.
2. And for such other and further relief as your complainant's case may require.

May it please your Honors to grant unto your complainant the order of publication directed to Harold Hillman Blythe, an insane person, to be personally served on him in accordance with the laws applicable thereto, commanding him to be and appear in this Court in person or by solicitor on some certain day to be named therein to answer the premises and abide by and perform such orders or decrees as may be passed therein.

And as in duty bound, etc.



John H. Hopkins, IV
Solicitor for Complainant
15 School Street
Annapolis, Maryland



FILED
DEC 27 1948
HARRY M. HULL, Clerk

106 PAGE 469

THE UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF COLUMBIA

In re:)
HAROLD HILLMAN BLYTHE,) Mental Health No. 1927 - '48
Patient.)

ORDER APPOINTING COMMITTEE

Upon consideration of the petition of Irene Thomas Blythe for the appointment of a committee for Harold Hillman Blythe, it is by the Court this 27th day of December, 1948,

ORDERED, That Irene Thomas Blythe be and hereby is, appointed committee of the person and estate of Harold Hillman Blythe, upon entering into an undertaking with surety approved by the Court in the penal sum of three thousand Dollars (\$3000⁰⁰) conditioned upon the faithful discharge of her trust, and

IT IS FURTHER ORDERED, that after the aforesaid committee has qualified by entering into the aforesaid bond, that she be permitted to expend not more than Sixty Dollars (\$60.00) per month of the aforesaid income of said estate for the necessary repairs and taxes to preserve said estate and to supply the said patient with necessaries.


JUDGE

*Filed
1956 Oct 30 @ 7:11:55*

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

In re: Estate of

HAROLD HILLMAN BLYTHE

Patient

Mental Health

No. 1927-48

FILED

DEC 2 - 1954

HARRY M. HULL, Clerk

ORDER AUTHORIZING SALE OF PATIENT'S INTEREST
IN REAL ESTATE

Upon consideration of the petition of Irene T. Blythe, Committee of Harold Hillman Blythe, filed herein the 1st day of December, 1954, it is, by the Court, this 2nd day of December, 1954,

ORDERED that the Committee, Irene T. Blythe, be, and she hereby is, authorized to sell and convey the Patient's interest in the real estate described as Lot 10 in Block 4, situated at Shoreham Beach Subdivision, Anne Arundel County, Maryland, an unimproved lot, to Earlan Wood for Seventy Five Dollars cash, and it is further

ORDERED that the offer of purchase heretofore accepted by the Committee in her own behalf, be, and the same hereby is ratified and confirmed in so far as the interest of the above patient, Harold Hillman Blythe, is concerned, and it is further

ORDERED that the Committee render her account herein for the proceeds received for the Patient's joint interest in said real estate.

Alexander Holtzoff
J U D G E

*Consent
F. J. Fitzerald
Chief Attorney
Vets. Ben. Office*

*Filed
1954 (C) at 30 PM 11:55*

United States District Court
for the

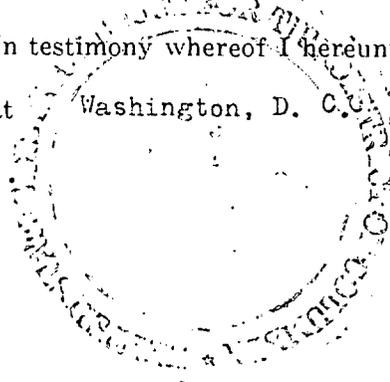
No. 11,915

DISTRICT OF COLUMBIA

LIBER 106 PAGE 471

I, HARRY M. HULL, Clerk of the United States District Court for the District of Columbia, and keeper of the records and seal thereof, hereby certify that the documents attached hereto are true copies of Order Appointing Committee filed December 27, 1948 and Order Authorizing Sale filed December 2, 1954 in Mental Health No. 1927-48

In testimony whereof I hereunto sign my name and affix the seal of said Court, in said District, at Washington, D. C., this 10th day of August 19 56.



By: *Doris L. Foster*
Deputy Clerk.

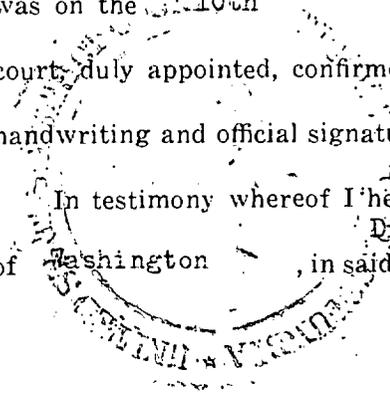
I, EDWARD A. TAMM, United States District Judge for the District of Columbia, do hereby certify that HARRY M. HULL, whose name is above written and subscribed, is and was at the date thereof, Clerk of said Court, duly appointed and sworn, and keeper of the records and seal thereof, and that the above certificate by him made, and his attestation or record thereof, is in due form of law.

August 10th, 19 56

Edward A. Tamm
United States District Judge.

I, HARRY M. HULL, Clerk of the United States District Court for the District of Columbia, and keeper of the seal thereof, hereby certify that the Honorable EDWARD A. TAMM, whose name is within written and subscribed, was on the 10th day of August 19 56, and now is Judge of said court, duly appointed, confirmed, sworn, and qualified; and that I am well acquainted with his handwriting and official signature and know and hereby certify the same within written to be his.

In testimony whereof I hereunto sign my name, and affix the seal of said Court at the city of Washington, District of Columbia, in said State, on this 10th day of August 19 56



By: *Doris L. Foster*
Deputy Clerk.

IRENE THOMAS BLYTHE
Committee of HAROLD
HILLMAN BLYTHE,

Plaintiff

vs.

HAROLD HILLMAN BLYTHE
non compos mentis,
Veterans Administration Hospital
Chillicothe, Ohio,

Defendant

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY, MARYLAND

EQUITY NO. 11915

ORDER OF PUBLICATION

The object of this suit is to secure the ratification and confirmation by the Circuit Court for Anne Arundel County, Maryland, in equity, of a contract made by the complainant as committee for and on behalf of herself and of the defendant, Harold Hillman Blythe, an incompetent.

The bill in substances states that the Complainant and Defendant are man and wife and that they are the owners of Lot 10 in Block 4 as shown on the Plat of Shoreham Beach. That after the parties hereto acquired title the defendant became insane and was declared to be of unsound mind by a jury de lunatico inquirendo on December 15, 1948 and that on December 27, 1948, the complainant was duly appointed Committee for the person and estate of the defendant by the United States District Court for the District of Columbia and that she duly qualified as such in said Court. That the defendant is a non-resident of the State of Maryland and is now at Veterans Administration Hospital in Chillicothe, Ohio, as a mental patient. That the Complainant acting for the best interest and advantage of the defendant and as his committee has executed a contract for the sale of the real estate above mentioned for the sum of One Hundred and Fifty Dollars (\$150.00) to Harlan Wood, which sale is alleged to be an advantageous sale and the Court has been requested to ratify and confirm said contract. It is thereupon this 30th day of October, 1956, by the Circuit Court for Anne Arundel County, in Equity, ORDERED, that the Plaintiff by causing a copy of this Order to be personally served on the defendant, Harold Hillman

FILED

1956 OCT 30 PM 12:22

Blythe, giving him notice of the object and substance of this Bill, and warning him to appear in this Court in person or by Solicitor within thirty (30) days from the date of service of a copy of this Order on him, to show cause, if any he has, why a decree should not be passed as prayed.

George T. Cromwell

Clerk of the Circuit Court for Anne
Arundel County, Maryland

True Copy, Test:

IRENE THOMAS BLYTHE
Committee of HAROLD
HILLMAN BLYTHE,

Plaintiff

vs.

HAROLD HILLMAN BLYTHE,
non compos mentis,
Veterans Administration Hospital
Chillicothe, Ohio,

Defendant

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY, MARYLAND

EQUITY NO. 11915

ORDER OF COURT

Upon the foregoing Petition it is this 30th day of October, 1956, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that Irene Thomas Blythe, Committee of Harold Hillman Blythe, Incompetent, give notice to all persons having claims against the estate of the said Harold Hillman Blythe, Incompetent, to file their claims, properly authenticated with the Clerk of the Circuit Court for Anne Arundel County, Maryland, on or before the 26th day of December, 1956, by causing a copy of this Order to be published in some newspaper published in Anne Arundel County aforesaid, at least once a week for at least 30 days prior to the 8th day of December, 1956.

Benjamin M. ...
Judge

FILED

1956 OCT 31 PM 1:20

8

OFFICE OF

Maryland Gazette

LIBER 106 PAGE 475

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY EQUITY NO. 11,915

IRENE THOMAS BLYTHE, Committee of HAROLD HILLMAN BLYTHE, Plaintiff

HAROLD HILLMAN BLYTHE, and campus next to, Veterans Administration Hospital, Chillum, Ohio, Defendant

Order Of Court

Upon the foregoing Petition it is this 30th day of October, 1956, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that Irene Thomas Blythe, Committee of Harold Hillman Blythe, Incompetent, give notice to all persons having claims against the estate of the said Harold Hillman Blythe, Incompetent, to file their claims, properly authenticated with the Clerk of the Circuit Court for Anne Arundel County, Maryland, on or before the 26th day of December, 1956, by causing a copy of this Order to be published in some newspaper published in Anne Arundel County aforesaid, at least once a week for at least 30 days prior to the 26th day of December, 1956.

BENJAMIN MICHAELSON, Judge
TRUE COPY.
TEST: George T. Crowwell, Clerk D-6

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 17, 1956

We hereby certify, that the annexed

Order of Court

Irene Thomas Blythe
was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 5

successive weeks before the 8th

day of December, 1956. The first

insertion being made the 8th day of

November, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M.G. 8997
1957 MAR 14 AM 9:47

9

IRENE THOMAS BLYTHE * IN THE CIRCUIT COURT
Committee of *
HAROLD HILLMAN BLYTHE *

Plaintiff * FOR

vs. * ANNE ARUNDEL COUNTY

HAROLD HILLMAN BLYTHE *
non compos mentis * EQUITY NO. 11,915
Veterans Administration Hospital *
Chillicothe, Ohio *

Defendant *

* * * * *

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM
and ORDER OF COURT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Harold Hillman Blythe, non compos mentis, by John H. Hopkins, IV, Attorney for Irene Thomas Blythe, Committee of Harold Hillman Blythe, Plaintiff, respectfully represents:

FIRST: That your Petitioner has an interest in the property which is the subject matter of these proceedings, being an owner with his wife, Irene Thomas Blythe, as tenants by the entireties.

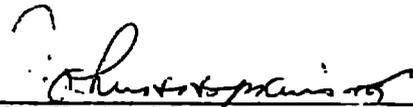
SECOND: That your Petitioner has been served with a copy of the bill of complaint and order of publication in these proceedings for authority to sell said real estate.

THIRD: That your Petitioner, by reason of his incompetency, cannot answer said bill of complaint and it is necessary that a guardian ad litem be appointed by this honorable Court to answer said bill.

WHEREFORE, your Petitioner prays:

A. That a guardian ad litem be appointed to answer said bill of complaint.

B. And for such other and further relief as his case may require.


John H. Hopkins, IV, Attorney for
Irene Thomas Blythe, Committee of
Harold Hillman Blythe

FILED

1957 JUN 19 PM 2:52

ORDER OF COURT

Upon the foregoing petition, it is this 19th day of June, 1957, by the Circuit Court for Anne Arundel County, In Equity, ORDERED that *George J. Crowley* be, and he is hereby, appointed guardian ad litem for Harold Hillman Blythe, non compos mentis, to answer on behalf of said incompetent the Bill of Complaint of Irene Thomas Blythe, Committee of Harold Hillman Blythe, Plaintiff, for authority to sell real estate.

Benjamin M. Michaelson
Judge

1957 JUN 21 PM 12:21
FILED

IRENE THOMAS BLYTHE
Committee of
HAROLD HILLMAN BLYTHE

Plaintiff

vs.

HAROLD HILLMAN BLYTHE
non compos mentis
Veterans Administration Hospital
Chillicothe, Ohio

Defendant

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

EQUITY NO. 11,915

* * * * *

ANSWER OF GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of George J. Crowley, guardian ad litem for Harold Hillman Blythe, non compos mentis, to the bill of complaint for the sale of real estate filed against him in these proceedings, respectfully represents:

FIRST: That said Harold Hill Blythe, non compos mentis, cannot by reason of his incompetency, admit of the matters alleged in said bill of complaint and submits his rights thereunder to the protection of this honorable Court.

AND AS IN DUTY BOUND, ETC.

George J. Crowley
George J. Crowley
Guardian ad Litem for
Harold Hillman Blythe

FILED
1957 JUN 24 PM 2:57

IRENE THOMAS BLYTHE : IN
Committee of :
HAROLD HILLMAN BLYTHE :
Plaintiff : THE CIRCUIT COURT

vs. :

HAROLD HILLMAN BLYTHE : FOR
non compos mentis :
Veterans Administration Hospital: ANNE ARUNDEL COUNTY
Chillicothe, Ohio. :

Defendant : EQUITY NO. 11,915

.....

TESTIMONY ON BEHALF OF THE PLAINTIFF

June 25, 1957

Present:

- Mr. John H. Hopkins, IV, Solicitor for Plaintiff
- Mr. George J. Crowley, Guardian ad Litem for Defendant
- Mr. John G. Rouse Jr., Court Examiner
- Mrs. Shirley M. Miller, Court Stenographer

Witnesses:

- Fayette Latham, pages 2 - 4
- Edward Moul, pages 5 - 6

FILED

1957 JUN 26 PM 3:06

Fayette M. Latham, Jr, a witness of lawful age, being first duly sworn, deposes and says:

(Hopkins)

1. State your name and address.
- A. Fayette M. Latham, Ramsey Drive, Shoreham Beach, Mayo, Maryland.
2. What is your occupation, Mr. Latham?
- A. Civil engineer and land surveyor.
3. Mr. Latham, are you familiar with property at Shoreham Beach known as Lot 10, Block 4, as shown on the plat of Shoreham Beach recorded among the land records of Anne Arundel County in Plat Book F.S.R. No. 4, folio 42?
- A. Yes, I am familiar with that.
4. Do you know who owns that lot?
- A. It is owned by Mr. Blythe.
5. Have you personally examined the land records?
- A. Yes. I found that the lot was owned by Irene Thomas Blythe and Harold Hillman Blythe and it was conveyed to them by Summer Colonies, Inc., by deed dated August 17, 1938, and recorded among the land records of Anne Arundel County in Liber F.A.M. 186, folio 498.

(Rouse) What lot is that?

- A. That's lot 10, block 4.

(Hopkins)

6. Do you know Mr. and Mrs. Blythe?
- A. Yes.
7. You do know them?
- A. Well, I have met them.
8. Recently?
- A. No, it has been quite a few years.
9. Do they live there at Shoreham Beach?
- A. Not any more, they did when I met them. That was when

I met them, when they lived there.

10. Do you know where they are now?

A. No, I don't.

11. Do you know if Lot 10, block 4, is located on the water?

A. It has frontage on the Ramsey Lake, yes.

12. Do you know the size of that lot?

A. 25' frontage and 100' depth.

13. Is it a good lot, a high lot?

A. No, it's a low lot. The frontage on it is kind of marshy, but it does have waterfrontage, at the head of the cove.

14. Is it a lot of such that it could be a building site?

A. No, you couldn't build on twenty five feet anyway. You can't build on a single lot in a subdivision.

(Rouse)

1. There is nothing on it now?

A. No, there is nothing on it.

(Hopkins)

15. Unimproved?

A. Yes.

16. Other than the fact that regulations wouldn't permit you to build is the lot situated in a way that you could build on it?

A. Not under the present day requirements, no.

17. I said forgetting that, is it situated so that you could build on it.

A. It's too marshy.

18. Are you familiar with the lot values in Shoreham Beach?

A. Somewhat.

19. Would you have an opinion as to the value of this lot?

A. I would say the lot was worth about \$125. or \$150.

20. Mr. Latham, to your knowledge are the owners of this lot receiving any income from this property at the present time?

A. Not to my knowledge.

21. Assuming Mr. Blythe is a patient in the mental hospital and is not deriving an income from this property, in your opinion would you think it would be to his best interest, that this lot be sold for the price of \$150.?

A. I certainly do.

22. Would you have any reason for making that statement? Do you have a basis for that statement?

A. Well, the fact that the lot is not giving him any revenue now, he must need additional revenue, and he will probably have no use for it in the future as an individual lot to be built on, it's impossible, and if somebody wants to give him \$150. for it for the purpose of getting to the water, I feel that it is a very good thing for him to do, and that's a fair price for that.

(Rouse) That's a fair price for that?

A. Yes.

QUESTION BY THE EXAMINER:

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

Answer... *No*

Signature... *Foyth M. Latham Jr.*

G. Edward Moul, a witness of lawful age, being first duly sworn, deposes and says:

(Hopkins)

1. Mr. Moul, will you state your name and address?
- A. G. Edward Moul, 4209 Jennifer Street, Washington, D. C.
2. What is your occupation, Mr. Moul?
- A. Real estate broker.
3. Mr. Moul, are you familiar with the certain lot at Shoreham Beach, in Anne Arundel County, owned by Irene Thomas Blythe and Harold Hillman Blythe, designed as lot No. 10, in block 4, in the plat of Shoreham Beach?
- A. Yes, I am.
4. What is your connection with that lot?
- A. I didn't get the question.
5. You say you are familiar with it, in what way are you familiar with it?
- A. Well, I helped to develop Shoreham Beach, and in fact I think I sold the original lot to the buyers, I am not sure, but I think I did.
6. Was that by a deed back in August 17, 1938, and recorded in the land records of Anne Arundel County, in Liber F.A.M. 186, Folio 498?
- A. Yes, that is right.
7. How is that lot situated in connection with the waterfront?
- A. Well, it faces on the marsh at the head of Ramsey Bay, and it is very, very low. It is one of the low points on the property.
8. Is it a lot that would have any value for building purposes?
- A. No.
9. Is it because of its lowness and building restrictions?

A. That's right.

10. In your opinion, what would you think would be a fair value for this property?

A. \$125. or \$150.

11. To your knowledge, are Mr. and Mrs. Blythe getting any income from this lot at the present time?

A. None that I know of.

12. Assuming that Mr. Blythe is in a mental hospital, and will be there indefinitely, and is not receiving any income from this property, is it your opinion that it would be to his best interests that this lot be sold for the price of \$150.?

A. Yes, I think so.

(Rouse)

1. That his share of the proceeds be turned over to the committee that has been appointed by the court in the District of Columbia to act on his behalf?

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.

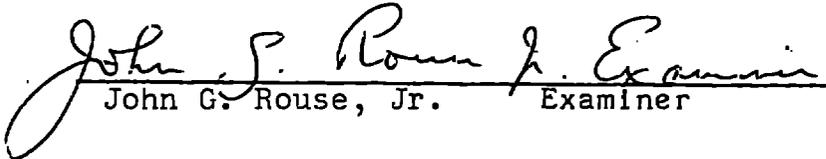
Answer..... *No*

Signature..... *Edward Wood*

There being no further witnesses to be examined on behalf of the Plaintiff at this time, and no further testimony desired in 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 June, 1957

 (SEAL)
John G. Rouse, Jr. Examiner

J. R. \$10.00

S. M. \$ 8.00

IRENE THOMAS BLYTHE
Committee of
Harold Hillman Blythe

LIBER 106 PAGE 488

IN THE CIRCUIT COURT

Plaintiff

FOR

vs.

ANNE ARUNDEL COUNTY

HAROLD HILLMAN BLYTHE
non compos mentis
Veterans Administration Hospital
Chillicothe, Ohio

EQUITY NO. 11,915

Defendant

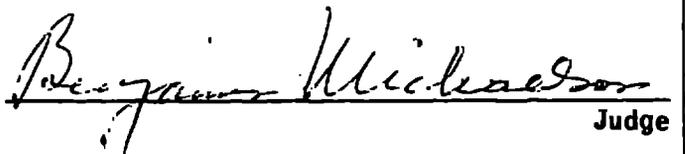
* * * * *

D E C R E E

This cause standing ready for hearing and being submitted the bill, answer and other proceedings were by the Court read and considered; and it appearing that the non compos mentis defendant has appeared in this proceeding and answered by guardian ad litem appointed by this Court; and it further appearing that it would be to the advantage and benefit of the said incompetent defendant that his interest in the real estate mentioned be sold; and finally it appearing to the Court that the offer made by Harlan Wood for the real estate mentioned in this proceeding is a fair market value of the property as determined by two experienced appraisers of real estate, it is thereupon this 10th day of July, 1957, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the real estate described in this proceeding be sold to Harlan Wood for the sum of One Hundred Fifty Dollars (\$150.00) and that *John H. Hopkins IV* be, and he is hereby, appointed trustee to convey the interest of the said Harold Hillman Blythe, non compos mentis, after having first filed with the Clerk of this Court a bond to the State of Maryland, executed by him, with a surety or sureties, to be approved by the Clerk of this Court in the penalty of Five Hundred Dollars (\$500.00), conditioned for the faithful performance of the trust reposed in him by this Decree, or which may be reposed in him by any future Order or Decree in the premises; and as soon as may be convenient after such sale, the trustee shall return to this Court the full and particular account of the same, with an

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1957 JUL 11 AM 2:51

affidavit of the truth thereof. Upon ratification of the sale by this Court and on the payment of the whole purchase money and not before, the said trustee, by good and sufficient deed to be executed and acknowledged according to law, shall convey to the said Harlan Wood the interest of Harold Hillman Blythe, non compos mentis, in said property, free, clear and discharged of all claims of the parties to this cause and of any persons claiming by, from or under them or any of them; and the trustee shall bring into this Court the money arising from said sale, to be disposed of under the direction of this Court, after deducting therefrom the costs of these proceedings and such commission to the said trustee as the Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.


Judge

GLOBE

No. 11,915
Equity



EXECUTIVE OFFICE NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY
BOND

KNOW ALL MEN BY THESE PRESENTS: That we, John H. Hopkins, IV-----

-----of Anne Arundel County, State of Maryland, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Five Hundred Dollars (\$500.00)-----

current money, to be paid to the said State or its certain attorneys, to which payment well and truly to be made and done we bind ourselves, and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents; sealed with our seals and dated this 12th day of August, 1957.

WHEREAS, by a Decree of the Circuit Court of Anne Arundel County in a cause entitled "Irene Thomas Blythe, etc., vs. Harold Hillman Blythe" No. 11,915 Equity, dated July 10, 1957, the said John H. Hopkins, IV-----was appointed Trustee to make sale of the property described in said proceedings, and the said John H. Hopkins, IV-----is about to execute said power and make sale of the property described in said proceedings.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden do and shall well and faithfully abide by and fulfill any Order or Decree which shall be made by any Court of Equity in relation to the sale of said property, or to the proceeds thereof, then the obligation set forth above shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

WITNESS:

Kathleen Woelfel
Kathleen Woelfel

J. H. Hopkins, IV (SEAL)
John H. Hopkins, IV, Principal

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



Bond approved this
14th day of August 1957
George T. Cromwell, Clerk

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1957 AUG 14 PM 2:49

IRENE THOMAS BLYTHE
Committee of
Harold Hillman Blythe

IN THE CIRCUIT COURT

Plaintiff

FOR

vs.

ANNE ARUNDEL COUNTY

HAROLD HILLMAN BLYTHE
non compos mentis
Veterans Administration Hospital
Chillicothe, Ohio

Defendant

EQUITY NO. 11,915

* * * * *

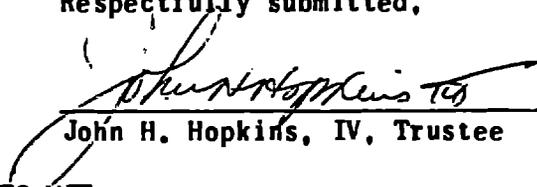
REPORT OF SALE
OF
REAL PROPERTY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

That, whereas, by a certain decree of the Circuit Court for Anne Arundel County, dated July 10, 1957, and passed in a cause in said Court pending entitled "Irene Thomas Blythe, Committee of Harold Hillman Blythe vs. Harold Hillman Blythe, non compos mentis", No. 11,915 Equity, John H. Hopkins, IV, Trustee, was authorized to sell the property described in said proceedings; and whereas, the said John H. Hopkins, IV, Trustee, in pursuance of the power and authority vested in him by said decree, having given bond as security for the faithful performance of his trust, has sold to Harlan Wood ^{at private Sale} all that lot of ground situate, lying and being in the First Election District of Anne Arundel County, described as Lot No. 10 in Block 4 as shown on the Plat of Shoreham Beach, for the sum of One Hundred and Fifty Dollars (\$150.00), and said purchaser has paid the purchase price in full.

Respectfully submitted,


John H. Hopkins, IV, Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

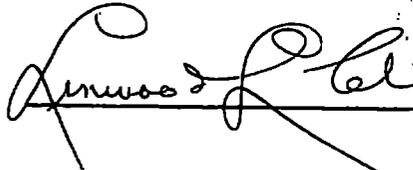
I HEREBY CERTIFY, that on this 14th day of August, 1957, before me the subscriber, a Notary Public of the State of Maryland, in and for the County

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1957 AUG 14 PM 2:54

aforesaid, personally appeared John H. Hopkins, IV, Trustee, and made oath i
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



ORDER NISI

LIBER 106 PAGE 493
IN THE

IRENE THOMAS BLYTHE
Committee of
Harold Hillman Blythe
VERSUS
HAROLD HILLMAN BLYTHE
non compos mentis

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,915... Equity

Ordered, this 14 day of August, 19 57, That the sale of the
Property in these proceedings mentioned,
made and reported by John H. Hopkins, IV
Trustee.

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

The report states that the amount of sales was \$ 150.00

FILED 1957
Aug 14 PM 2:54

George T. Cornwell Clerk.

True Copy.

TEST: Clerk.

(Final Order)

IRENE THOMAS BLYTHE
Committee of
Harold Hillman Blythe
VERSUS
HAROLD HILLMAN BLYTHE
non compos mentis

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 24th day of September, 19 57,
that the sale made and reported by the Trustee aforesaid, be and the same *is* hereby Ratified and Confirmed
no cause to the contrary having been shown, although due notice appears to have been given as required by the Order
Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall pro-
duce vouchers for the Auditor.

Matthew J. Evans
Clerk

FILED
1957 SEP 24 PM 3:41

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. 11,916, Equity

IRENE THOMAS BLYTHE

Committee of Harold Hillman Blythe

Versus

HAROLD HILLMAN BLYTHE

non compos mentis

Ordered, this 14th day of August, 1957. That the sale of the Property in these proceedings mentioned, made and reported by John H. Hopkins, IV, Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 23rd 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 23rd day of September next.

The report states that the amount of sale was \$150.00.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:

GEORGE T. CROMWELL, Clerk

8-12

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 17, 1957

We hereby certify, that the annexed

Order Nisi Sale
Eq. 11,915

Irene Thomas Blythe

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 29th

day of September, 1957. The first

insertion being made the 22nd

August, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M. 1057 3818219 AM 11:49

28

Dr. Irene Thomas Blythe, Committee of Harold Hillman Blythe vs. Harold Hillman Blythe, non compos mentis

in ac.

To Trustee for Commissions, viz:	10	50	10	50
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	54	00		
George J. Crowley - Guardian ad litem	4	00		
John G. Rouse, Jr. - Examiner's fee	10	00		
Shirley M. Miller - Stenographer's fee	8	00		
Auditor - stating this account	13	50	99	50
To Trustee for Expenses, viz:				
Capital-Gazette Press -notice to creditors	28	15		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Globe Indemnity Co. - bond premium	10	00		
Sheriff of Ross County - costs	1	88		
Dora Jaynes - notary fee		80		
One-half Federal documentary stamps		28		
One-half State documentary stamps		27	55	38
To Trustee for Taxes, viz:				
1955 State and County taxes and interest	4	48		
Advertising and costs of tax sale	13	50		
1956 State and County taxes and interest	4	23		
1957 State and County taxes (\$3.94) - adjusted to 8/1/57	2	29	24	50
			189	88

with

John H. Hopkins, IV., Trustee

Cr.

1957	1	Proceeds of Sale	150 00	150 00
OVERPAYMENT BY TRUSTEE			39 88	39 88
				189 88

ORDER NISI

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

Irene Thomas Blythe, Committee
of
Harold Hillman Blythe
VERSUS

No. 11,915 Equity.

1957 OCT 26 AM 10:05

FILED

Harold Hillman Blythe,
non compos mentis

ORDERED, This 26th day of October, 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 2nd 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 2nd day of December, next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 9th day of December, 1957, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

*Benjamin Michaelson
Judge*

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1957 DEC 10 PM 12:32

Judge

Maryland Gazette
Published by

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

Order Nisi
IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 11,915 Equity

IRENE THOMAS BLYTHE, Com-
mittee of HAROLD HILLMAN
BLYTHE
versus
HAROLD HILLMAN BLYTHE
non compos mentis

Ordered, this 26th day of Octo-
ber, 1957, That the Report and
Account of the Auditor, filed this
day in the above entitled cause;
BE RATIFIED AND CONFIRM-
ED, unless cause to the contrary
be shown on or before the 2nd
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 2nd day of December
next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
N-14

CERTIFICATE OF PUBLICATION

Annapolis, Md., *December 6, 1957*

We hereby certify, that the annexed

*Order Nisi Eq. 11,915
Auditor Account*

Irene Thomas Blythe

was published in

Maryland Gazette

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

successive weeks before the 2nd

day of *December*, 1957. The first

insertion being made the *31st* day of

October, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

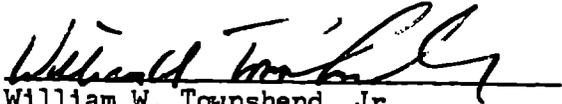
FILED

In the matter of the	:	No. 13,293 Equity
mortgaged real estate of	:	IN THE
Raymond H. Meisenhalder	:	CIRCUIT COURT
and	:	FOR
Nancy Lee Meisenhalder, his wife	:	ANNE ARUNDEL COUNTY

MORTGAGE FORECLOSURE

Mr. Clerk:

Please ~~record the assignment and~~ docket the above entitled case and file the original mortgages herewith.


 William W. Townshend, Jr.
 Attorney named in Mortgage
 Towns-Worth Bldg., South St.
 Annapolis, Maryland

FILED
1957 AUG 27 PM 3:20

3128

110 1/2 L 2885

LIBER 106 PAGE 500

LIBER 1006 PAGE 549

No. 12, 293 Equity

This Mortgage, made this 7TH day of March
 in the year one thousand nine hundred and fifty-six, between
 RAYMOND HENRY MEISENHALDER and NANCY LEE MEISENHALDER, his ^{wife} of Anne Arundel Co, in the
 State of Maryland, hereinafter called Mortgagor(s), and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION
 OF GLEN BURNIE, MARYLAND, a body corporate, duly incorporated, hereinafter called Mortgagee.

WHEREAS the said Mortgagee has this day loaned to the said Mortgagor(s) the sum of

FIVE THOUSAND FIVE HUNDRED DOLLARS - - - - - (\$5,500.00)

Dollars, being a part of the purchase money for the property herein described, which said sum the said Mortgagor(s) agree to repay in installments with interest thereon from the date hereof, at the rate of 6 % per annum, in the manner following:

By the payment of FORTY EIGHT DOLLARS - - - - - (\$48.00) Dollars plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments for which the property hereinafter described may be legally liable on or before the 7th day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

The said installment payments may be applied by the Mortgagee in the following order:

- FIRST: To the payment of interest;
- SECOND: To the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, insurance premiums and other charges affecting the hereinafter described premises;
- THIRD: Towards the payment of the aforesaid principal sum;

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

And the said Mortgagor(s) shall have the right to pay all or any additional part of the principal on any monthly installment payment date and interest shall abate on any amount so paid on the principal.

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

NOW, THEREFORE THIS MORTGAGE WITNESSETH, that in consideration of the premises and of one dollar, the said mortgagor(s) do grant, convey and assign unto said Mortgagee, its successors and assigns, all those

lot(s) of ground situate and lying in
 Second Election District, Anne Arundel County, State of Maryland and described as follows:
 KNOWN AND DESIGNATED as Lots Nos. 47 and 51, of Block 12, Section A, as shown on a
 plat of Herald Harbor, which plat is recorded among the Plat Records of Anne Arundel
 County in Plat Cabinet 1, Rod L, Plat 2.

BEING the same property conveyed to the within-named Mortgagors by Herbert L. Mertens, Jr., et al, by deed dated March 27, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 885, Folio 38. See also Quit Claim Deed from George Sedgwick and wife recorded in Liber G.T.C. 944, Folio 204.

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1957 AUG 27 PM 3:20



This loan was made upon the distinct understanding and agreement between the parties hereto that the following items, if any, shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz: garages; all bathroom accessories, such as tub, lavatory, closet combination, built-in medicine cabinets; all kitchen accessories, such as sink, built-in kitchen units, gas ranges, coal ranges; all cellar accessories, such as laundry trays, heating plant complete with its boiler, radiators, hot water heaters, oil burner, oil tank and circulators, built-in club room with its appurtenances; built-in radio antenna; all lighting fixtures; built-in mantels; and screens for windows and doors. The foregoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the mortgagee as a part of mortgagee's security.

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

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

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

And the said Mortgagor(s), for themselves, their

heirs, personal representatives or assigns, covenant with the said Mortgagee, its successors or assigns, as follows:

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

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

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

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

V. That the holder of the mortgage in any action to 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 grant or assignment, by descent, inheritance, operation of law or in any other manner, without the Mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided, at the option of the Mortgagee.

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

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

And the said Mortgagor(s) consent that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Sections 720 to 732, inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898 — or any amendments additions, or supplement thereto — of this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said Mortgagee, its successors or assigns, or by William W. Townshend, Jr., its duly constituted Attorney or Agent under Article 66, Sections 6 to 10, inclusive of the Maryland Code (1939) Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages; and the sale shall be made after giving twenty days' notice of the time, place, manner, and terms of sale in some newspaper printed in the County or City in which the land is situate; and the party selling may also give such other notice as he may deem expedient, and the terms of sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient. And upon any sale of said property, under the assent to decree or the powers herein granted, the proceeds shall be applied as follows:

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

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

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

Half of such commissions and all such expenses and costs shall be paid by the Mortgagor(s) or his, her or their heirs, personal representatives or assigns in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

The said Mortgagor(s) covenant to warrant specially said lot(s) of ground and to execute such other assurances thereof as may be requisite.

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

WITNESS:

Norwood A. Wrenere
NORWOOD A. WRENERE

Raymond Henry Meisenhalder
Raymond Henry Meisenhalder

Nancy Lee Meisenhalder (SEAL)
Nancy Lee Meisenhalder

(SEAL)

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 7TH day of March

in the year one thousand, nine hundred and fifty-six, before me, the subscriber, a Notary

Public of the State of Maryland, in and for said County, personally appeared Raymond Henry Meisenhalder and

Nancy Lee Meisenhalder, his wife, the above named Mortgagor(s)

satisfactorily proven to be the person(s) whose name(s) are subscribed to the within Mortgage,

and acknowledged that they executed the same for the purposes

therein contained, and also they acknowledged the foregoing Mortgage to be their

act. At the same time also appeared ROBERT C. WARD, President of said Mortgagee, and made oath in due form

of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Norwood A. Wienzke

NOTARY PUBLIC
NORWOOD A. WIENZKE

My Commission expires

5/6/57

Rec'd for record Mar 8 1956 at 12:10 PM

Mailed to Wm. W. Townshend, Jr.

L-285, 6.05

WM. W. TOWNSHEND, JR.

Attorney

TOWNS-WORTH BLDG.
ANNAPOLIS, MD.

MORTGAGE

FROM

RAYMOND HENRY MEISENHALDER AND

NANCY LEE MEISENHALDER, HIS WIFE

TO

UNITED FEDERAL SAVINGS &
LOAN ASSOCIATION OF
GLEN BURNIE, MARYLAND

8 MARCH

Received for record 12:10 o'clock P M.

Same day recorded in Liber OTC

No. 1006 folio 549 &c. one of

the Land Records of Anne Arundel County

and examined per GEORGE F. CROWTHER Clerk.

Cost of Record \$ 0.50

L 2989
No Hype
No. 12, 293 Equity

SECOND

This Mortgage,

made this 27th day of April

in the year one thousand nine hundred and fifty-six, between
RAYMOND HENRY MEISENHALDER and NANCY LEE MEISENHALDER, his/ wife of Anne Arundel Co, in the

State of Maryland, hereinafter called Mortgagor(s), and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND, a body corporate, duly incorporated, hereinafter called Mortgagee.

WHEREAS the said Mortgagee has this day loaned to the said Mortgagor(s) the sum of

ONE THOUSAND FIVE HUNDRED DOLLARS - - - - - (\$1,500.00)

Dollars, being a part of the purchase money for the property herein described, which said sum the said Mortgagor(s) agree to repay in installments with interest thereon from the date hereof, at the rate of 6 % per annum, in the manner following:

By the payment of THIRTEEN DOLLARS - - - - - (\$13.00) Dollars plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments for which the property hereinafter described may be legally liable on or before the 27th day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

The said installment payments may be applied by the Mortgagee in the following order:

FIRST: To the payment of interest;

SECOND: To the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, insurance premiums and other charges affecting the hereinafter described premises;

THIRD: Towards the payment of the aforesaid principal sum;

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

And the said Mortgagor(s) shall have the right to pay all or any additional part of the principal on any monthly installment payment date and interest shall abate on any amount so paid on the principal.

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

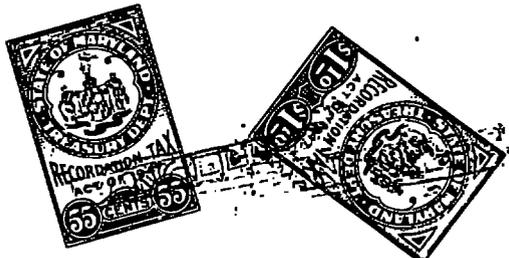
NOW, THEREFORE THIS MORTGAGE WITNESSETH, that in consideration of the premises and of one dollar, the said mortgagor(s) do grant, convey and assign unto said Mortgagee, its successors and assigns, all those

lor(s) of ground situate and lying in

Second Election District, Anne Arundel County, State of Maryland and described as follows:

KNOWN AND DESIGNATED as Lots Nos. 47 and 51, of Block 12, Section A, as shown on a plat of Herald Harbor, which plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod L, Plat 2.

BEING the same property conveyed to the within-named Mortgagors by Herbert L. Mertens, Jr., et al, by deed dated March 27, 1954 and recorded among the Land Records of Anne Arundel County in Liber JHH 885, Folio 38. See also Quit Claim Deed from George Sedgwick and wife recorded in Liber GTC 944, Folio 204.



This loan was made upon the distinct understanding and agreement between the parties hereto that the following items, if any, shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz: garages; all bathroom accessories, such as tub, lavatory, closer combination, built-in medicine cabinets; all kitchen accessories, such as sink, built-in kitchen units, gas ranges, coal ranges; all cellar accessories, such as laundry trays, heating plant complete with its boiler, radiators, hot water heaters, oil burner, oil tank and circulators, built-in club room with its appurtenances; built-in radio antenna; all lighting fixtures; built-in mantels; and screens for windows and doors. The foregoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the mortgagee as a part of mortgagee's security.

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

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

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

And the said Mortgagor(s), for **themselves, their**

heirs, personal representatives or assigns, covenant with the

said Mortgagee, its successors or assigns, as follows:

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

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

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

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

V. That the holder of the mortgage in any action to 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 grant or assignment, by descent, inheritance, operation of law or in any other manner, without the Mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided, at the option of the Mortgagee.

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

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

And the said Mortgagor(s) consent that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided); under the provisions of Sections 720 to 732, inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898 — or any amendments additions, or supplement thereto — of this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said Mortgagee, its successors or assigns, or by William W. Townshend, Jr., its duly constituted Attorney or Agent under Article 66, Sections 6 to 10, inclusive of the Maryland Code (1939) Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages; and the sale shall be made after giving twenty days' notice of the time, place, manner, and terms of sale in some newspaper printed in the County or City in which the land is situate; and the party selling may also give such other notice as he may deem expedient, and the terms of sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient. And upon any sale of said property, under the assent to decree or the powers herein granted, the proceeds shall be applied as follows:

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

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

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

Half of such commissions and all such expenses and costs shall be paid by the Mortgagor(s) or his, her or their heirs, personal representatives or assigns in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

The said Mortgagor(s) covenant to warrant specially said lot(s) of ground and to execute such other assurances thereof as may be requisite.

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

WITNESS:

Pauline M. Bozman
Pauline M. Bozman

Raymond Henry Meisenhalder (SEAL)
Raymond Henry Meisenhalder

Nancy Lee Meisenhalder (SEAL)
Nancy Lee Meisenhalder

..... (SEAL)

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 27th day of April, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Raymond Henry Meisenhalder and Nancy Lee Meisenhalder, his wife, the above named Mortgagor(s) satisfactorily proven to be the person(s) whose name(s) are subscribed to the within Mortgage, and acknowledged that they executed the same for the purposes therein contained, and also they acknowledged the foregoing Mortgage to be their act. At the same time also appeared ROBERT C. WARD, President of said Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Pauline M. Bozman
 NOTARY PUBLIC
 Pauline M. Bozman

My Commission expires 5/6/57

Rec'd for record *Apr 30 1956* at *10:29 AM*.
 Mailed to *Wm. W. Townshend, Jr.*

*L-2989
2885*

WM. W. TOWNSHEND, JR.
 Attorney
 TOWNS-WORTH BLDG.
 ANNAPOLIS, MD.

SECOND
 MORTGAGE

FROM

RAYMOND HENRY MEISENHALDER AND

NANCY LEE MEISENHALDER, HIS WIFE

TO

UNITED FEDERAL SAVINGS &
 LOAN ASSOCIATION OF
 GLEN BURNIE, MARYLAND

Received for record
 19... at ...
 Same day recorded in
 No. ... of ...
 the Land Records of ... and examined per
 Clerk. *7.00*

RECORDED IN LIBER 1022
 APR 30 1956
 GEO. TIGROWELL, CLERK

William W. Townshend, Jr., Attorney
Towns-Worth Bldg., South St.
Annapolis, Md.

LIBER 106 PAGE 508

A T T O R N E Y ' S S A L E

No. 12, 293 Equity

OF

VALUABLE IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a first and a second mortgage from Raymond Henry Meisenhalder and Nancy Lee Meisenhalder, his wife, dated March 7, 1956 and April 27, 1956 and recorded among the Land Records of Anne Arundel County in Libers G.T.C. 1006, Folio 549 and G.T.C. 1022, Folio 123, respectively, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, SEPTEMBER 24, 1957

at 12:30 o'clock P.M.

All that fee simple property situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland,

Known and designated as Lots Nos. 47 and 51, of Block No. 12, Section A, as shown on a plat of Herald Harbor, which plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod L, Plat 2.

Being the same property conveyed unto Raymond Henry Meisenhalder and Nancy Lee Meisenhalder, his wife, by Herbert L. Mertens, Jr., et al, by deed dated March 27, 1954 and recorded among the aforesaid Land Records in Liber J.H.H. 885, Folio 38. See also deed from George Sedgwick and wife recorded in Liber G.T.C. 944, Folio 204.

The above property is improved by a dwelling with modern conveniences.

TERMS OF SALE: A cash deposit of \$500.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

William W. Townshend, Jr., Atty.
Towns-Worth Bldg., South St.
Annapolis, Md.

Robert H. Campbell, Auctioneer

Maryland Gazette Press
August 29
September 5, 12 and 19

FILED

1957 AUG 27 PM 3:20

In the Matter of the Mortgaged Real : No. 12,293 Equity
Estate of Raymond Henry Meisenhalder : In the Circuit Court for
and Nancy Lee Meisenhalder, his wife : Anne Arundel County

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and made oath in due form of law that he knows the defendants herein, and that to the best of his knowledge, information and belief

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

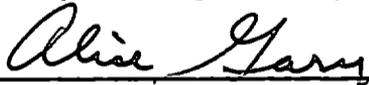
(2) said defendants are not in the military service of any nation allied with the United States,

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

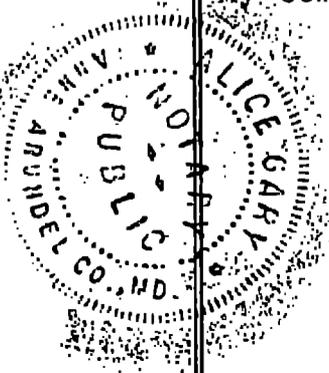
(4) said defendants are not members of the Enlisted Reserve Corps who have been ordered to report for military service.


William W. Townshend, Jr.,
Attorney named in mortgage

Subscribed and sworn to before me,
this 20th day of September, 1957.


Alice Gary, Notary Public

My commission expires 5/4/59



FILED
1957 SEP 24 AM 10:33

In the Matter of the Mortgaged Real : No. 12,293 Equity
 Estate of Raymond Henry Meisenhalder : In the Circuit Court for
 and Nancy Lee Meisenhalder, his wife : Anne Arundel County

STATEMENTS OF MORTGAGE CLAIMS

Amount of first mortgage from Raymond Henry Meisenhalder and Nancy Lee Meisenhalder, his wife, dated March 7, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1006, Folio 549 -----\$5,500.00

Total paid on principal	\$ 72.94		
Credit expense account	29.41	102.35	
		\$5,397.65	
Interest to 8-31-57	\$ 81.42		
Interest from 9-1-57 to 9-24-57	21.72	103.14	\$5,500.79

Amount of second mortgage from Raymond Henry Meisenhalder and Nancy Lee Meisenhalder, his wife, dated April 27, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1022, Folio 123 ----- \$1,500.00

Total paid on principal	\$ 49.72	49.72	
		\$1,450.28	
Interest to 8-31-57	\$ 33.87		
Interest from 9-1-57 to 9-24-57	5.80	39.67	1,489.95

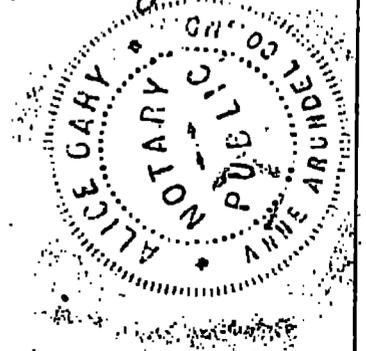
Total balance due on first and second mortgages----- \$6,990.74

William W. Townshend, Jr.
 William W. Townshend, Jr.
 Attorney named in mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 20th day of September, 1957, 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 foregoing Statements of Mortgage Claims are true and just as herein stated.
 WITNESS my hand and Notarial seal.

Alice Gary
 Alice Gary, Notary Public



FILED

1957 SEP 24 AM 10:33

New Amsterdam

Casualty Company

227 ST PAUL STREET
BALTIMORE, MD.60 JOHN STREET
NEW YORK

A STOCK COMPANY

BOND NO. 241529*No. 12,293 Equity*

THAT WE, William W. Townshend, Jr. of South Street, Annapolis, Maryland, as Principal, and the NEW AMSTERDAM CASUALTY COMPANY, a corporation of the State of New York, with offices in Baltimore, Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of EIGHT THOUSAND AND 00/100 (\$8,000.00) DOLLARS, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, successors and assigns, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 24th day of August, 1957.

WHEREAS, by virtue of a power of sale contained in a Mortgage from Raymond Henry Meisenhalder and Nancy Lee Meisenhalder, his wife to United Federal Savings and Loan Association bearing dated on or about the 7th day of March 1956, the said William W. Townshend Jr., as Attorney 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 accrued in the payment of the principal and interest aforesaid, and the said William W. Townshend Jr., as Attorney 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 William W. Townshend Jr., does 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.

Witness as to Principal:

Alice Gary

Witness as to Surety:

M.S. Kraus
M.S. Kraus

William W. Townshend Jr. (SEAL)
William W. Townshend Jr.

NEW AMSTERDAM CASUALTY COMPANY
By *R.H. Nichols*
R.H. Nichols: Attorney-in-Fact

Bond approved this 24th day of September, 1957.
George T. Cromwell, Clerk

FILED

1957 SEP 24 AM 10:33

Filed at Sept, 1957 at 10 a.m.

Robert H. Campbell

Auctioneer

William W. Townshend, Jr., Attorney
Towns-Worth Bldg., South St.
Annapolis, Md.

LIBER 106 PAGE 512

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

Under and by virtue of a power of sale contained in a first and a second mortgage from Raymond Henry Meisenhalder and Nancy Lee Meisenhalder, his wife, dated March 7, 1956 and April 27, 1956 and recorded among the Land Records of Anne Arundel County in Libers G.T.C. 1006, Folio 549 and G.T.C. 1022, Folio 123,, respectively, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, SEPTEMBER 24th, 1957

AT 12:30 O'CLOCK P.M.

All that fee simple property situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland,

Known and designated as Lots Nos. 47 and 51, of Block No. 12, Section A, as shown on a plat of Herald Harbor, which plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod L, Plat 2.

Being the same property conveyed unto Raymond Henry Meisenhalder and Nancy Lee Meisenhalder, his wife, by Herbert L. Mertens, Jr.; et al, by deed dated March 27, 1954 and recorded among the aforesaid Land Records in Liber J.H.H. 885, Folio 38. See also deed from George Sedgwick and wife recorded in Liber G.T.C. 944, Folio 204.

The above property is improved by a dwelling with modern conveniences.

TERMS OF SALE: A cash deposit of \$500.00 will be required of the purchaser or purchasers at the time and place of sale: balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

William W. Townshend, Jr., Atty.
Towns-Worth Bldg., South St.
Annapolis, Md.

Filed 27 Sept, 1957 at 10 a.m.

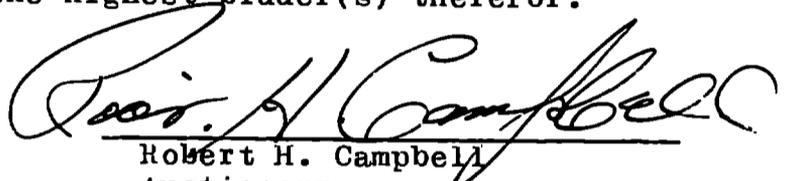
Annapolis, Maryland
September 24, 1957

I hereby certify that I have this 24th day of September, 1957, sold the property of William W. Townshend, Jr., Attorney, known as Lots Nos. 47 and 51, Block 12, Section A, Herald Harbor, Second Election District of Anne Arundel County, Maryland, to

United Federal Savings and Loan Association of Glen Burnie
at and for the sum of

Five Thousand Dollars -----(\$5,000.00)

they being then and there the highest bidder(s) therefor.


Robert H. Campbell
Auctioneer

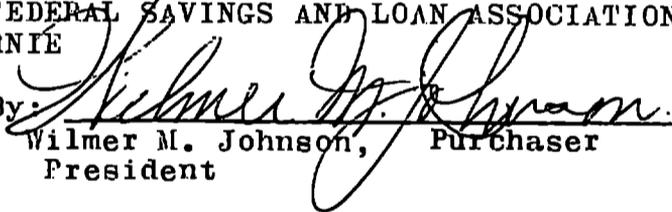
Annapolis, Maryland
September 24, 1957

I/We hereby certify that we have this 24th day of September, 1957, purchased from William W. Townshend, Jr., Attorney, the property known as Lots Nos. 47 and 51, Block 12, Section A, Herald Harbor, Second Election District of Anne Arundel County, State of Maryland, at and for the sum of

Five Thousand Dollars -----(\$5,000.00)

and we hereby agree to comply with the terms of sale.

UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF
GLEN BURNIE

By: 
Wilmer M. Johnson, Purchaser
President

Purchaser

FILED

1957 SEP 27 AM 10:00

In the matter of the mortgaged real : No. 12,293 Equity
 estate of Raymond Henry Meisenhalder : In the Circuit Court for
 and Nancy Lee Meisenhalder, his wife : Anne Arundel County

To the Honorable, the Judges of said Court:

The Report of Sale of William W. Townshend, Jr., Attorney named in the mortgage filed in these proceedings respectfully shows:

That under and by virtue of a power of sale contained in a first and a second mortgage from Raymond Henry Meisenhalder and Nancy Lee Meisenhalder, his wife, dated March 7, 1956 and April 27, 1956 and recorded among the Land Records of Anne Arundel County in Libers G.T.C. 1006, Folio 549 and G.T.C. 1022, Folio 123, respectively, the said William W. Townshend, Jr., Attorney named in the aforesaid mortgages 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 mortgages and of the law for such cases made and provided, offered the property in said mortgages described at public auction on the premises on Tuesday, September 24, 1957, at 12:30 o'clock P.M., and then and there sold the said property unto United Federal Savings and Loan Association of Glen Burnie, a body corporate, at and for the sum of Five Thousand Dollars (\$5,000.00), being at that figure the highest bidder therefor, said property described as follows:

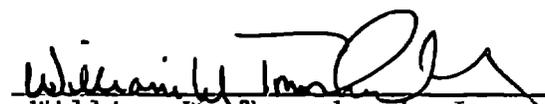
KNOWN AND DESIGNATED as Lots Nos. 47 and 51, of Block No.12, Section A, as shown on a plat of Herald Harbor, which plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Lod L, Plat 2.

FILED

1957 SEP 27 AM 10:00

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 \$500.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

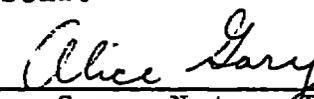
Respectfully submitted,

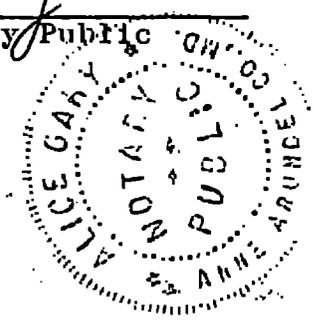

William W. Townshend, Jr.,
Attorney named in mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 26th day of September, 1957, 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 foregoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

WITNESS my hand and Notarial seal.


Alice Gary, Notary Public



ORDER NISI

LIBER 106 PAGE 51i
IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,293 Equity

In the Matter of the
Mortgaged Real Estate of

~~XXXXXXXX~~

Raymond Henry Meisenhalder and
Nancy Lee Meisenhalder, his wife

Ordered, this 27 day of September, 19 57, That the sale of the
Property in these Proceedings mentioned,
made and reported by William W. Townshend, Jr., Attorney named in mortgage,
~~XXXXXXXX~~

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

The report states that the amount of sale ~~was~~ ^{was} \$ 5,000.00.

FILED

1957 SEP 27 AM 11:48

George J. Cronwell, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

In the Matter of the
Mortgaged Real Estate of

~~XXXXXXXXXX~~

Raymond Henry Meisenhalder and
Nancy Lee Meisenhalder, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 5th day of November, 1957,
that the sale made and reported by the ~~Attorney~~ ^{Attorney} aforesaid, be and the same ~~is~~ ^{is} hereby Ratified and Confirmed
no cause to the contrary having been shown, although due notice appears to have been given as required by the Order
Nisi, passed in said cause; and the ~~Attorney~~ ^{Attorney} allowed the usual commissions and such proper expenses as he shall pro-
duce vouchers for the Auditor.

FILED

1957 NOV -5 PM 3: 58

Benjamin Michaelson
Judge.

Maryland Gazette

LIBER 106 PAGE 517

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. 12,293 Equity

In the Matter of the Mortgaged
Real Estate of

Raymond Henry Meisenhalder and
Nancy Lee Meisenhalder, his wife

Ordered, this 27th day of Sep-
tember, 1957, That the sale of the
Property in these Proceedings
mentioned, made and reported by
William W. Townshend, Jr., At-
torney named in mortgage, BE
RATIFIED AND CONFIRMED,
unless cause to the contrary there-
of be shown on or before the 4th
day of November next; Provided,
a copy of this Order be inserted
in some newspaper published in
Anne Arundel County, once in
each of three successive weeks
before the 4th day of November
next.

The report states that the
amount of sale was \$5,000.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk
O-24

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 4, 1957

We hereby certify, that the annexed

Order Nisi, Sale

Eq. 12,293

Raymond Henry Meisenhalder,

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 November, 1957. The first

insertion being made the 3rd day of

October, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. C. 14384 1957 NOV -4 PM 3:08

By H. Tilghman

Dr.

in ac.

In the Matter of the Mortgaged Real Estate of Raymond H. Meisenhalder
and Nancy Lee Meisenhalder, his wife

To Attorney for Commissions, viz:	180 00	
To Attorney for Fee, viz:	100 00	280 00
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10 00	
Clerk of Court - Court costs	32 00	
Auditor - stating this account	13 50	55 50
To Attorney for Expenses, viz:		
Capital-Gazette Press - advertising sale	38 76	
Capital-Gazette Press - order nisi (sale)	8 00	
Capital-Gazette Press - order nisi (acct)	6 00	
Speer Publications, Inc. - handbills	10 30	
New Amsterdam Casualty Co. -bond premium	32 00	
Robert ⁿ . Campbell - auctioneer's fee	45 00	
One-half Federal documentary stamps	2 75	
One-half State documentary stamps	2 75	
Alice Gary - notary fees	1 50	147 06
To United Federal Savings & Loan Ass'n of Glen Burnie, mortgagee - this balance on account first mortgage claim	4,524 26	4,524 26
		5,006 82
Amount of first mortgage claim filed	5,500 79	
Cr. Amount allowed above	4,524 26	
Balance subject to decree in personam	976 53	

with

William W. Townshend, Jr., Attorney named in Mortgage

1957				
Sept.	24	Proceeds of Sale	5,000 00	5,000 00
		Refund 1957 State and County taxes (\$25.61) - 3 months 6 days	6 82	6 82
				5,006 82

ORDER NISI

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

1957 NOV 12 AM 10:54

In the Matter of the Mortgaged
Real Estate of
~~VERSUS~~
Raymond H. Meisenhalder
and
Nancy Lee Meisenhalder, his
wife

No. 12,293 Equity.

ORDERED, This 12th day of November, 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 16th
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
16th day of December next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

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

Matthew S. Croome
Judge

FILED

1957 DEC 18 AM 11:41

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 106 PAGE 522

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 12,293 Equity

In the Matter of the Mortgaged Real Estate of

RAYMOND H. MEISENHALDER and

NANCY LEE MEISENHALDER, his wife

Ordered, this 12th day of November, 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 16th 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 16th day of December next.

GEORGE T. CROMWELL, Clerk

True Copy. TEST:

GEORGE T. CROMWELL, Clerk N-27

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 6, 1957

We hereby certify, that the annexed

Order Nisi, Eq. 12,293
Auditor Account

Raymond H. Meisenhalder
was published in

Maryland Gazette

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

successive weeks before the 16th

day of December, 1957. The first

insertion being made the 14th day of

November, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

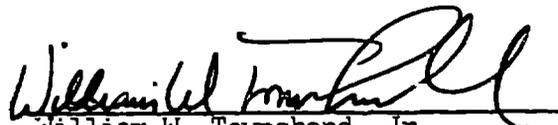
No. M. G. 15328
1957 DEC -9 AM 9:35

24

IN THE MATTER OF THE MORTGAGED REAL : No. 12,059 Equity
ESTATE OF JOSEPH E. GLOVER AND : In the Circuit Court for
VIRGINIA L. GLOVER, HIS WIFE : Anne Arundel County

Mr. Clerk,

Please docket the above proceedings and file the original mortgage therewith.


William W. Townshend, Jr.,
Attorney named in mortgage

FILED
1957 MAR 11 AM 10:08

No. 12,059 Egit

LIBER 1045 PAGE 272

LIBER 106 PAGE 52

This Mortgage, made this 13th day of July

in the year one thousand nine hundred and fifty-six, between

JOSEPH E. GLOVER and VIRGINIA L. GLOVER, his wife, of Anne Arundel Co, in the State of Maryland, hereinafter called Mortgagor(s), and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND, a body corporate, duly incorporated, hereinafter called Mortgagee.

WHEREAS the said Mortgagee has this day loaned to the said Mortgagor(s) the sum of

TWENTY THOUSAND DOLLARS - - - - - (\$20,000.00

Dollars, being a part of the purchase money for the property herein described, which said sum the said Mortgagor(s) agree to repay in installments with interest thereon from the date hereof, at the rate of 6 % per annum, in the manner following:

By the payment of ONE HUNDRED FORTY FOUR DOLLARS - - - - - (\$144.00) Dollars plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments for which the property hereinafter described may be legally liable on or before the 13th day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

The said installment payments may be applied by the Mortgagee in the following order:

FIRST: To the payment of interest;

SECOND: To the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, insurance premiums and other charges affecting the hereinafter described premises;

THIRD: Towards the payment of the aforesaid principal sum;

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

And the said Mortgagor(s) shall have the right to pay all or any additional part of the principal on any monthly installment payment date and interest shall abate on any amount so paid on the principal.

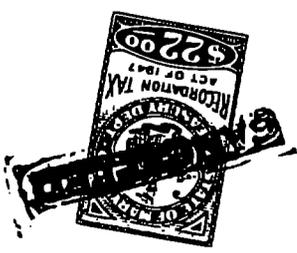
AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

NOW, THEREFORE THIS MORTGAGE WITNESSETH, that in consideration of the premises and of one dollar, the said mortgagor(s) do grant, convey and assign unto said Mortgagee, its successors and assigns, all those

lot(s) of ground situate and lying in Second Election District, Anne Arundel County, State of Maryland and described as follows:

KNOWN AND DESIGNATED as Lots Nos. 9 and 10, Section A, Annapolis Roads, as shown on plat recorded among the Plat Records of Anne Arundel County in Plat Book 23, Folio 23.

BEING the same property conveyed to the within-named Mortgagors by Ray John Shields, et al, by deed dated June 7, 1956 intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.



FILED
1957 MAR 11 AM 10:08

This loan was made upon the distinct understanding and agreement between the parties hereto that the following items, if any, shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz.: garages; all bathroom accessories, such as tub, lavatory, closer combination, built-in medicine cabinets; all kitchen accessories, such as sink, built-in kitchen units, gas ranges, coal ranges; all cellar accessories, such as laundry trays, heating plant complete with its boiler, radiators, hot water heaters, oil burner, oil tank and circulators, built-in club room with its appurtenances; built-in radio antenna; all lighting fixtures; built-in mantels; and screens for windows and doors. The foregoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the mortgagee as a part of mortgagee's security.

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

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

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

And the said Mortgagor(s), for themselves, their

heirs, personal representatives or assigns, covenant with the

said Mortgagee, its successors or assigns, as follows:

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

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

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

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

V. That the holder of the mortgage in any action to 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 grant or assignment, by descent, inheritance, operation of law or in any other manner, without the Mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided, at the option of the Mortgagee.

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

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

And the said Mortgagor(s) consent that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Sections 720 to 732, inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898 — or any amendments additions, or supplement thereto — of this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said Mortgagee, its successors or assigns, or by William W. Townshend, Jr., its duly constituted Attorney or Agent under Article 66, Sections 6 to 10, inclusive of the Maryland Code (1939) Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages; and the sale shall be made after giving twenty days' notice of the time, place, manner, and terms of sale in some newspaper printed in the County or City in which the land is situate; and the party selling may also give such other notice as he may deem expedient, and the terms of sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient. And upon any sale of said property, under the assent to decree or the powers herein granted, the proceeds shall be applied as follows:

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

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

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

Half of such commissions and all such expenses and costs shall be paid by the Mortgagor(s) or his, her or their heirs, personal representatives or assigns in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

The said Mortgagor(s) covenant to warrant specially said lot(s) of ground and to execute such other assurances thereof as may be requisite.

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

WITNESS:

Pauline M. Borman
Pauline M. BORMAN

Joseph E. Glover (SEAL)
Joseph E. Glover
Virginia L. Glover (SEAL)
Virginia L. Glover
..... (SEAL)

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 13th day of July

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 said County, personally appeared Joseph E. Glover and

Virginia L. Glover, his wife, the above named Mortgagor(s)

satisfactorily proven to be the person(s) whose name(s) are subscribed to the within Mortgage,

and acknowledged that they executed the same for the purposes

therein contained, and also they acknowledged the foregoing Mortgage to be their

act. At the same time also appeared ROBERT C. WARD, President of said Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Pauline M. Bezman
NOTARY PUBLIC

My Commission expires

5/6/57

Pauline M. Bezman

Rec'd for record July 16, 1956, at 1:15 P.M.

Mailed to Wm W. Townshend, Jr.

2 Kl. 5/16/56 22.40
↓

WM. W. TOWNSHEND, JR.

Attorney

TOWNS-WORTH BLDG.
ANNAPOLIS, MD.

MORTGAGE

FROM

JOSEPH E. GLOVER AND

VIRGINIA L. GLOVER, HIS WIFE

TO

UNITED FEDERAL SAVINGS &
LOAN ASSOCIATION OF
GLEN BURNIE, MARYLAND

Received for record 1956 at 1:15 P.M.
Same day recorded in Liber 1045 folio 272
the Land Records of Anne Arundel County
land registered per
Clerk.
Cost of Record \$ 7.50

no. 12, 059 *Guth*

WILLIAM W. TOWNSHEND, JR., ATTORNEY
Towns-Worth Building, South Street
Annapolis, Maryland

LIBER 106 PAGE 528

A T T O R N E Y ' S S A L E

O F

VALUABLE IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Joseph E. Glover and Virginia L. Glover, his wife, dated July 13, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1045, Folio 272, default having occurred thereunder, the undersigned Attorney named in mortgage will offer for sale at public auction on the premises on

TUESDAY, APRIL 9, 1957

at 1:00 o'clock P.M.

All those lots or parcels of ground situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland,

Known and designated as Lots Nos. 9 and 10, Section A, Annapolis Roads, as shown on plat recorded among the Plat Records of Anne Arundel County in Plat Book 23, Folio 23.

Being the same property conveyed to the within-named Joseph E. Glover and Virginia L. Glover, his wife, by Roy John Shields, et al, by deed dated June 7, 1956 and recorded among the aforesaid Land Records in Liber G.T.C. 1045, Folio 270.

The above described property is improved by a new brick dwelling with all modern conveniences.

TERMS OF SALE: A cash deposit of \$2,500.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in full on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

William W. Townshend, Jr., Attorney
Towns-Worth Bldg., South St.
Annapolis, Md.

Robert H. Campbell, Auctioneer

Maryland Gazette Press
March 14, 21, 28
April 4

FILED
1957 MAR 11 AM 10:08

In the Matter of the **LOSER 106 PAGE 529** No. **11,059** Equity
 Mortgaged Real Estate : IN THE
 of Joseph E. Glover and : CIRCUIT COURT
 Virginia L. Glover, his wife. : FOR
 : ANNE ARUNDEL COUNTY

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

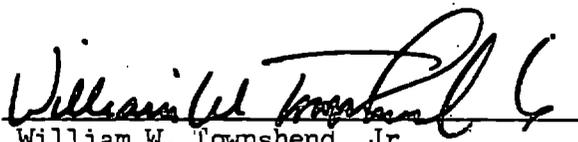
I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared William W. Townshend, Jr., Attorney for United Federal Savings and Loan Association of Glen Burnie, and made oath in due form of law that he knows the defendant herein and that to the best of his information, knowledge and belief

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

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

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

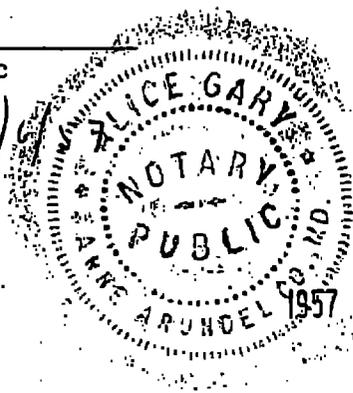
(4) said defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for military service.


 William W. Townshend, Jr.
 Affiant

Subscribed and sworn to before me this 18th day of March, 1957.


 Alice Gary, Notary Public

My commission expires 5/6

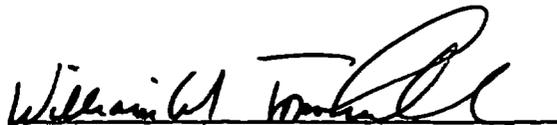


FILED
 1957 MAR 18 AM 11:06

IN THE MATTER OF THE MORTGAGED REAL ESTATE : Equity No. 12,059
OF JOSEPH E. GLOVER AND VIRGINIA L. GLOVER, : In the Circuit Court for
HIS WIFE : Anne Arundel County

STATEMENT OF MORTGAGE CLAIM

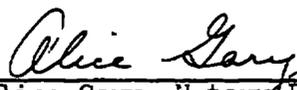
Amount of mortgage from Joseph E. Glover and Virginia L. Glover, his wife, to United Federal Savings and Loan Association of Glen Burnie, dated July 13, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1045, Folio 272	\$20,000.00
Credit expense account	25.00
	<u>\$19,975.00</u>
Interest to March 31, 1957	300.00
Interest from April 1, 1957 to April 9, 1957	30.00
	<u>\$20,305.00</u>
Less escrow funds	4,642.22
	<u>\$15,662.78</u>


William W. Townshend, Jr.,
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 20th day of March, 1957, 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



FILED
1957 MAR 21 AM 10:47

12.059

20.12.057 Equity

KNOW ALL MEN BY THESE PRESENTS:

LIBER 106 PAGE 531

THAT WE WILLIAM W. TOWNSHEND, JR.
Towns-Worth Building, Annapolis, Maryland as principal,
and INDEMNITY INSURANCE COMPANY OF NORTH AMERICA a corporation of the State of
Pennsylvania, as surety, are held and firmly bound unto the State of Maryland, in the full
and just sum of TWENTY-FIVE THOUSAND AND 00/100-----(\$25,000.00)----- Dollars,
current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well
and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors
and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with
our seals, and dated this 22nd day of March in the year
of our Lord one thousand nine hundred and fifty-seven.

WHEREAS, the above bounden WILLIAM W. TOWNSHEND, JR.
by virtue of a decree of the Honorable Judge of the Circuit Court of Anne Arundel County
Foreclosure Baltimore City, has been ap-
pointed trustee in Property described as Lots 9 and 10,
Hillsmere, 2nd Election District, Anne Arundel County, Maryland
mentioned in the proceedings in the case of United Federal Savings & Loan Association
vs.

Joseph E. Glover and Virginia L. Glover, his
now pending in said Court: wife

Now the Condition of the above Obligation is such,
THAT IF THE ABOVE BOUNDEN WILLIAM W. TOWNSHEND, JR.
do and shall well and faithfully perform the trust reposed in him by said decree, or that may
be reposed in him by any future decree or order in the premises, then the above obligation to
be void; otherwise to be and remain in full force and virtue in law

Signed, sealed and delivered
in the presence of

Alan A. Miller

Anne Arundel County
State of Maryland, Baltimore City, sct:

William W. Townshend, Jr. (SEAL)
WILLIAM W. TOWNSHEND, JR.
INDEMNITY INSURANCE COMPANY (SEAL)
OF NORTH AMERICA (SEAL)
BY: C. Raymond Hutchins (SEAL)
C. Raymond Hutchins
Attorney-in-Fact

KNOW ALL MEN BY THESE PRESENTS: That the INDEMNITY INSURANCE COMPANY
OF NORTH AMERICA a corporation of the State of Pennsylvania
does hereby constitute and appoint C. Raymond Hutchins

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

WITNESS the seal of the said INDEMNITY INSURANCE COMPANY OF NORTH AMERICA
duly affixed by its Vice-President and attested by its Assistant Secretary, this 22nd
day of March, 1957. INDEMNITY INSURANCE COMPANY
OF NORTH AMERICA

ATTEST:

Carroll W. Laird
Assistant Secretary

Carroll W. Laird

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

March 22nd, 1957.

FILED

1957 MAR 26 AM 11:32

By:

R. S. Robins
Vice President
R. S. Robins

INDEMNITY INSURANCE COMPANY
OF NORTH AMERICA

Carroll W. Laird
Assistant Secretary

Carroll W. Laird

Approved this 26 Mar, 1957.
George J. Cromwell, Clerk.

ROBERT H. CAMPBELL

APR 11 1957
10:14
REC'D

Auctioneer

WILLIAM W. TOWNSHEND, JR., Attorney
Towns-Worth Building, South Street
Annapolis, Maryland

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

UNDER and by virtue of a power of sale contained in a mortgage from Joseph E. Glover and Virginia L. Glover, his wife, dated July 13, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1045, Folio 272, default having occurred thereunder, the undersigned Attorney named in mortgage will offer for sale at public auction on the premises on

TUESDAY, APRIL 9th, 1957

AT 1 O'CLOCK P. M.

ALL THOSE LOTS or parcels of ground situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland,

KNOWN and designated as Lots Nos. 9 and 10, Section A, Annapolis Roads as shown on plat recorded among the Plat Records of Anne Arundel County in Plat Book 23, Folio 23.

BEING THE SAME property conveyed to the within-named Joseph E. Glover and Virginia L. Glover, his wife, by Roy John Shields, et al, by deed dated June 7, 1956, and recorded among the aforesaid Land Records in Liber G.T.C. 1045, Folio 270.

THE ABOVE described property is improved by a new brick dwelling with all modern conveniences.

TERMS OF SALE: A cash deposit of \$2,500.00 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 J. TOWNSHEND, JR., Attorney,
Towns-Worth Bldg., South Street,
Annapolis, Md.

Filed 1957 Apr. 11 AM 10:14

Annapolis, Maryland
April 9, 1957

I hereby certify that on this 9th day of April, 1957, I sold the property herein known as Lots 9 and 10, Section A, Annapolis, Maryland, unto

~~United Federal Savings and Loan Association of Glen Burnie~~

Lester Brothers, Inc., a body corporate

at and for the sum of

TWENTY TWO THOUSAND DOLLARS -----(\$22,000.00)

being then and there the highest bidder(s) therefor.

Robert H. Campbell
Robert H. Campbell

Annapolis, Maryland
April 9, 1957

I/we hereby certify that we have this 9th day of April, 1957, purchased the property known as Lots 9 and 10, Section A, Annapolis Roads, from William W. Townshend, Jr., Attorney, at and for the sum of

TWENTY TWO THOUSAND DOLLARS -----(\$22,000.00)

and we hereby agree to comply with the terms of sale.

Lester Brothers, Inc.

By: *William E. Kirk Agent*
Purchaser

Purchaser

FILED

1957 APR 11 AM 10:13

In the Matter of the Mortgaged Real : No. 12,059 Equity
Estate of Joseph E. Glover and : In the Circuit Court for
Virginia L. Glover, his wife : Anne Arundel County

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of William W. Townshend, Jr., Attorney named in the Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a mortgage from Joseph E. Glover and Virginia L. Glover, his wife, dated July 13, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1045, Folio 272, 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 Tuesday, April 9, 1957, at one o'clock P.M., and then and there sold the said property unto Lester Brothers, Inc., a body corporate, at and for the sum of TWENTY TWO THOUSAND DOLLARS (\$22,000.00), being at that figure the highest bidder therefor, said property described as follows:

ALL those lots or parcels of ground situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland, known and designated as Lots Nos. 9 and 10,

FILED

1957 APR. 11 AM 10:13

Section A, Annapolis Roads, as shown on plat recorded among the Plat Records of Anne Arundel County in Plat Book 23, Folio 23.

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 \$2,500.00 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.

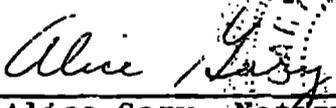
Respectfully submitted

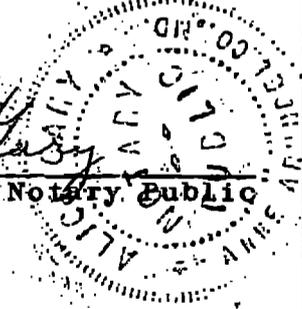

William W. Townshend, Jr.,
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 10th day of April, 1957, 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 made oath in due form of law that the matters and things stated in the foregoing Report of Sale are true to the best of 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 106 PAGE 536

In the Matter of the Mortgaged
Real Estate of

~~XXXX~~

Joseph E. Glover and
Virginia L. Glover, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,059 Equity

Ordered, this 11th day of April, 1957, 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 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.

The report states that the amount of sales ~~was~~ ^{was} \$22,000.00

Filed
1957 APR 11 PM 12:05

George I. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

In the Matter of the Mortgaged
Real Estate of

~~XXXXXX~~

Joseph E. Glover and
Virginia L. Glover, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 21st day of May, 1957,
that the sale made and reported by the ~~Trustee~~ ^{Attorney} aforesaid, be and the same ~~is~~ ^{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 pro-
duce vouchers for the Auditor.

Benjamin M. ...
Judge

FILED
1957 MAY 21 PM 3:50

Maryland Gazette

LIBER 106 PAGE 537

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. 12,059, Equity

In The Matter Of The Mortgaged Real Estate Of JOSEPH E. GLOVER And VIRGINIA L. GLOVER, His Wife, Ordered, this 11th day of April, 1957, 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 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.

The report states that the amount of sale was \$22,000.00.

GEORGE T. CROMWELL, Clerk

True Copy. TEST:

GEORGE T. CROMWELL, Clerk
31-9

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 16 1957

We hereby certify, that the annexed

Order Nisi Sale
Eq. 12059

Joseph E. Glover

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 May, 1957. The first

insertion being made the 18th day of

April, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 110.11

1957 MAY 17 PM 2:31

H. Tilghman

In the Case of

In the Matter of the Mortgaged
Real Estate
vs. of
Joseph E. Glover
and
Virginia T. Glover, his wife

In the
Circuit Court

For

Anne Arundel County
No. 12,059 Equity

To the Honorable, the Judges of said Court:

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

[Dotted lines for text entry]

November 7, 1957

All of which is respectfully submitted.

Laura K. Pickling
Auditor.

FILED

1957 NOV -8 PM 2:33

Dr.

in ac.

In the Matter of the Mortgaged Real Estate of Joseph E. Glover and Virginia L. Glover, his wife

To Attorney for Commissions, viz:	694	10		
To Attorney for Fee, viz:	100	00	794	10
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - first Court costs	34	40		
Clerk of Court - additional Court costs	11	80		
Jos. W. Alton, Jr. - Sheriff's costs	1	25		
Edward L. Rowland - Sheriff's costs		75		
Auditor - stating this account	27	00	85	20
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	37	52		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	10	73		
Indemnity Insurance Co. of North America - bond premium	100	00		
Robert H. Campbell - auctioneer's fee	45	00		
One-half Federal documentary stamps	12	10		
One-half State documentary stamps	12	10		
Alice Gary - notary fees	1	50	232	95
To Attorney for Taxes, viz:				
1957 State and County taxes (\$365.95) - adjusted to 4/9/57	99	95	99	95
To United Federal Savings & Loan Ass'n of Glen Burnie - in full for mortgage claim filed	15,662	78	15,662	78
BALANCE FOR DISTRIBUTION -	\$5,261.52			
Distributed to following claimants in accordance with the Agreement and Stipulation filed herein on 11/5/57, viz:				
To Lester Bros., Inc. - 67.4%	3,546	26		
To C. A. L. Wilson - 2.2%	115	75		
To McNew Bros., Inc. - 7.0%	368	31		
To The J. F. Johnson Lumber Company 23.4%	1,231	20	5,261	52
			22,136	50

with

William W. Townshend, Jr., Attorney named in Mortgage Cr.

1957	9	Proceeds of Sale Interest on deferred payment of \$19,500.00 - 42 days	22,000	00	22,136	50
Apr.			136	50		
					22,136	50

ORDER NISI

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

In the Matter of the Mortgaged

Real Estate of

~~VERSUS~~

Joseph E. Glover

and

Virginia L. Glover, his wife

No. 12,059

Equity.

1957 NOV-8 PM 2:33

FILED

ORDERED, This 8 day of November, 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 16 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 16 day of December next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 17th day of December, 1957, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~same~~ ^{same} apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Matthew S. Crane
Judge

FILED

1957 DEC 18 AM 11:41

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 106 PAGE 542

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 12,059 Equity

In the Matter of the Mortgaged Real Estate of JOSEPH E. GLOVER and VIRGINIA L. GLOVER his wife. Ordered, this 8th day of November, 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 16th 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 16th day of December next. GEORGE T. CROMWELL Clerk True Copy TEST: GEORGE T. CROMWELL Clerk N 27

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 6, 1957

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

Order Nisi Eq. 12,059
Auditor Account

Joseph E. Glover

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 3 -----

successive weeks before the 16th -----

day of December, 1957. The first

insertion being made the 14th ----- day of

November, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. 1957C. DEC 9 9:35 AM

IN THE MATTER OF THE *
SALE OF THE *
MORTGAGED LEASEHOLD ESTATE OF *
WILBUR E. LEISNER AND MARY *
LOU LEISNER, HIS WIFE *
IN THE PROPERTY *
2 CYPRESS ROAD *
ANNAPOLIS *
ANNE ARUNDEL COUNTY *
MARYLAND *

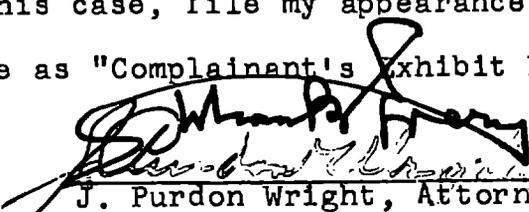
LIBER 106 PAGE 543
IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
IN EQUITY

DOCKET 17 FOLIO 15
no. 12,141 Equity

ORDER TO DOCKET FORECLOSURE CASE

Mr. Clerk:

Please docket this case, file my appearance and
file the original mortgage as "Complainant's Exhibit No. 1."



J. Purdon Wright, Attorney named
in mortgage.
345 St. Paul Place
Baltimore 2, Maryland

W. Frank Every

FILED
1957 MAY -2 AM 10:16

No. 12, 141 Equity

VA Form 4-6318 (Home Loan).
Aug. 1953. Use Optional. Serv-
icemen's Readjustment Act (38
U. S. O. A. 694 (a)). Acceptable
to Federal National Mortgage
Association.

LIBER 1003 PAGE 151

MARYLAND

MORTGAGE

LIBER 106 PAGE 544

THIS MORTGAGE, made this 20th day of February, A. D. 19 56, by and between

Wilbur E. Leisner and Mary Lou Leisner, his wife

of Anne Arundel County in the State of Maryland, hereinafter called the Mortgagor, and The American National Building and Loan Association, of Baltimore City, a corporation organized and existing under the laws of the State of Maryland hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, being a member of the Mortgagee, is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of nine thousand eight hundred ----- Dollars (\$ 9,800.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one-half per centum (4½ %) per annum until paid, principal and interest being payable at the office of The American National Building and Loan Association, 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 forty-nine -----66/100 Dollars (\$ 49.66), commencing on the first day of April, 19 56, 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 ~~March~~ March, 19 56. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100), whichever is less.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

Now, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of One Dollar (\$1) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey, and assign unto the Mortgagee, its successors and assigns, all the following described property in Anne Arundel County, in the State of Maryland, to wit:

BEGINNING for the same and being known and designated as Lot No. 1, Block G, as shown on Plat of Section 4 and 7, Part 1, Victor Haven, recorded among the Plat Records of Anne Arundel County in Plat Book 25, folio 42. The improvements thereon being known as No. 2 Cypress Road.

BEING the same lot of ground described in a deed of even date and recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County, which was granted and conveyed by Victor Haven, Inc. unto the herein mortgagors.

FILED

* Delete italicized words if Mortgagee is not a building and loan association.

1957 MAY -2 AM 10:16

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

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

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.
- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
 - (I) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums;
 - (II) interest on the indebtedness secured hereby; and
 - (III) amortization of the principal of said indebtedness.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

2. If the total of the payments made by the Mortgagor under (a) of paragraph 1 preceding shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment for the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of (a) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under (a) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate provided for in the principal indebtedness from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

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

7. He will continuously maintain hazard insurance, of such type or types and amounts as the Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

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

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for **thirty** days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or **J. Purdon Wright**, its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of \$75.00 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:

Lillian K. Horner
Lillian K. Horner

Wilbur E. Leisner [SEAL]
Wilbur E. Leisner

Mary Lou Leisner [SEAL]
Mary Lou Leisner

STATE OF MARYLAND, City of Baltimore to wit: LIBER 1003 PAGE 155

I HEREBY CERTIFY, That on this 20th day of February, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Wilbur E. Leisner and Mary Lou Leisner, his wife the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

At the same time also personally appeared Urban J. B. Link, the President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

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



Lillian K. Horner
Lillian K. Horner, Notary Public.

Rec'd for record Feb 23 1956 at 11:20 P.M.
American National B. & L. Assn. of Balt. City

L K

STATE OF MARYLAND

41008

Mortgage

FROM

Wilbur E. Leisner and
Mary Lou Leisner, his wife

TO

THE AMERICAN NATIONAL
BUILDING AND LOAN ASSOCIATION
OF BALTIMORE CITY

Received for Record 23 FEB 1956, at 120 o'clock M.
Same day recorded in Liber 1003 Folio 151 &c., one of the Land Records of

examined per
GEORGE T. CROMWELL Clerk

Cost of Record, \$ 1350

U. S. GOVERNMENT PRINTING OFFICE 16-6084

MR. CLERK
RETURN TO THE
AMERICAN NATIONAL BUILDING & LOAN
ASSOCIATION OF BALTIMORE CITY
WASHINGTON & LIBERTY STS.
BALTIMORE, MD.

IN THE MATTER OF THE :
SALE OF THE :
MORTGAGED LEASEHOLD ESTATE OF :
WILBUR E. LEISNER AND MARY :
LOU LEISNER, HIS WIFE :
IN THE PROPERTY :
2 CYPRESS ROAD :
ANNAPOLIS :
ANNE ARUNDEL COUNTY :
MARYLAND :

LIBER 106 PAGE 548

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
IN EQUITY
DOCKET 12,141 FOLIO

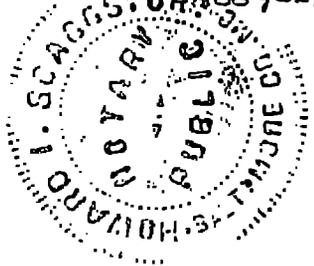
MILITARY SERVICE AFFIDAVIT

State of Maryland
County of Baltimore, SS

I HEREBY CERTIFY that on this 26th day of June, 1957 before me the subscriber, a Notary Public in and for the State of Maryland, and for the County aforesaid, personally appeared Urban J. B. Link, the President of The American National Building and Loan Association of Baltimore City, the mortgagee herein, and made oath in due form of law that the defendants are not in the military service of the United States, or of any nation with which the United States is allied, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps, and that they have not been ordered to report for service therein; that Wilbur E. Leisner is 25 years old and Mary Lou Leisner, his wife, is 25 years old, and that the affiant's sources of information were the records of The American National Building and Loan Association of Baltimore City and the family of the defendants.

Urban J. B. Link
Urban J. B. Link, President
Affiant

Howard L. Seeger, Jr.
Notary Public
Howard L. Seeger, Jr.



FILED
1957 JUN 28 AM 10:52

IN THE MATTER OF THE :
 SALE OF THE :
 MORTGAGED LEASEHOLD ESTATE OF :
 WILBUR E. LEISNER AND MARY :
 LOU LEISNER, HIS WIFE :
 IN THE PROPERTY :
 2 CYPRESS ROAD :
 ANNAPOLIS :
 ANNE ARUNDEL COUNTY :
 MARYLAND :

LIBER 106 PAGE 549

IN THE
 CIRCUIT COURT
 FOR
 ANNE ARUNDEL COUNTY
 IN EQUITY
 DOCKET 12,141 FOLIO

STATEMENT OF MORTGAGE CLAIM

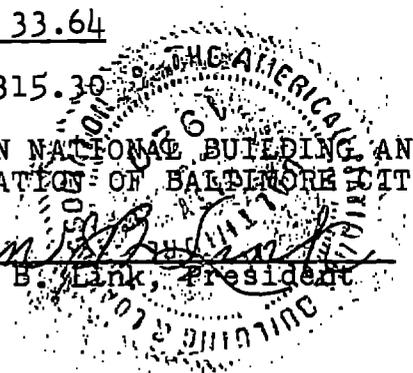
Statement of Mortgage Claim of The American National Building and Loan Association of Baltimore City under the Mortgage from Wilbur E. Leisner and Mary Lou Leisner, his wife, to The American National Building and Loan Association of Baltimore City dated February 20, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1003 folio 151.

Principal Balance Due as of	
3/31/57	\$9,800.00
Interest to 6/28/57	<u>548.94</u>
Total	\$10,348.94

Credit in Expense Account	
as of 6/28/57	<u>33.64</u>
Total Balance Due	\$10,315.30

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

BY: *Urban J. B. Link*
 Urban J. B. Link, President



FILED

1957 JUN 28 AM 10:52

no 12,141 Equity

IN THE MATTER OF THE SALE OF THE MORTGAGED LEASEHOLD ESTATE OF WILBUR E. LEISNER, HIS WIFE IN THE PROPERTY 2 CYPRESS ROAD, ANNAPOLIS ANNE ARUNDEL COUNTY, MARYLAND

BOND OF Attorney To SELL Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, J. Purdon Wright, 345 St. Paul Place, Baltimore 2, 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 Ten Thousand Five Hundred - - - - - Dollars (\$ 10,500.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 26th day of June, in the year of our Lord, nineteen hundred and fifty-seven.

WHEREAS, the above bounden J. Purdon Wright

by virtue of the power contained in a mortgage from Wilbur E. Leisner & Mary Lou Leisner, his wife to American National Building and Loan Association bearing date the 20th day of February, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1003 Folio 151 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

J. Purdon Wright

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

Wm Bruce Oswald Wm Bruce Oswald

J. Purdon Wright (SEAL) J. Purdon Wright

Bond approved this 5th day of July 1957

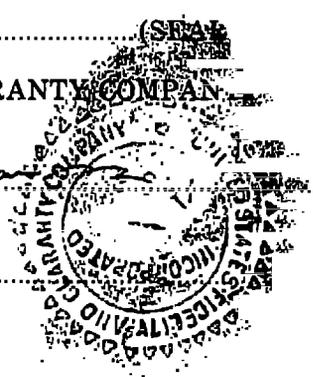
George T. Cromwell, Clerk

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Howard J. McNamara Attorney in fact

FILED

1957 JUL -5 AM 10:05

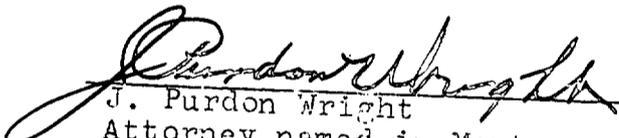


In the Matter of The Sale of the	:	IN THE
Mortgaged Leasehold Estate of	:	CIRCUIT COURT
Wilbur W. Leisner and	:	FOR
Mary Lou Leisner, his wife	:	ANNE ARUNDEL COUNTY
in the property	:	IN EQUITY 12,141
2 Cypress Road	:	Docket 17 Folio 15
Annapolis, Anne Arundel County	:	
Maryland	:	

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of J. Purdon Wright, attorney named in the Mortgage in the above entitled cause to make the sale of the leasehold property known as 2 Cypress Road, Anne Arundel County, Maryland, in the proceedings in said cause mentioned, respectfully shows that after giving bond 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 weekly newspaper, published in Anne Arundel County for more than three successive weeks preceeding day of sale, said Attorney named in the mortgage, did pursuant to said notice on Friday, the 28th day of June, 1957 at 2:00 o'clock P.M. attend on the premises and then and there sold said leasehold property to The American National Building and Loan Association of Baltimore City, a body corporate, Lexington & Liberty Streets, Baltimore 1, Maryland, the Mortgagee herein, at and for the price of \$9,700.00 it being the highest bidder at said sale.


 J. Purdon Wright
 Attorney named in Mortgage

FILED

1957 JUL 23 AM 9:15

STATE OF MARYLAND

SS:

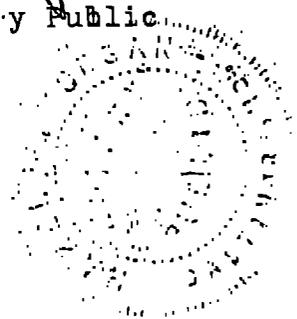
CITY OF BALTIMORE

I Hereby Certify, that on this 22nd day of July, 1957, before me the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared J. Purdon Wright, Attorney named in the Mortgage, and made oath in due form of law that the facts stated in the foregoing Report of Sale are true as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Hazel E. Morgan

Hazel E. Morgan, Notary Public



//

ORDER NISI

LIBER 106 PAGE 55
IN THE

In the Matter of the Sale of the
Mortgaged Leasehold Estate of

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

~~XXXXX~~
Wilbur E. Leisner and
Mary Lou Leisner, his wife

No. 12,141 Equit.

Ordered, this 23 day of July, 1957, That the sale of the
Property in these proceedings mentioned,
made and reported by J. Purdon Wright, Attorney named in Mortgage,
~~XXXXX~~

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

The report states that the amount of sales ~~xxxx~~ was \$9,700.00

George H. Cromwell

Clerk.

Filed
1957 Jul 23
Am 9:15
True Copy,

TEST: Clerk.

(Final Order)

In the Matter of the Sale of the
Mortgaged Leasehold Estate of

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

~~XXXXX~~
Wilbur E. Leisner and
Mary Lou Leisner, his wife

Term, 19

ORDERED BY THE COURT, This 27th day of August, 1957
that the sale made and reported by the ~~Trustee~~ ^{attorney} aforesaid, be and the same ~~is~~ ^{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 pro-
duce vouchers for the Auditor.

Matthew S. Evans

FILED

1957 AUG 28 AM 9:24

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 106 PAGE 555

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 12,141 Equity In the Matter of the Sale of the Mortgaged Leasehold Estate of WILBUR E. LEISNER, and MARY LOU LEISNER, his wife

Ordered, this 28 day of July, 1957, that the sale of the property in these proceedings mentioned, made and reported by J. Furdon Wright, Attorney named in Mortgage be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 20TH DAY OF AUGUST NEXT; provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 20th day of August next.

The report states that the amount of sale was \$9,700.00.

GEORGE T. CROMWELL, Clerk True Copy. TEST:

GEORGE T. CROMWELL, Clerk A-14

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 17, 1957

We hereby certify, that the annexed

Order nisi sale
Eq. 12,141

Wilbur E. Leisner

was published in

Evening Capital

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

successive weeks before the 26th day of August, 1957. The first insertion being made the 24th day of July, 1957.

FILED THE CAPITAL-GAZETTE PRESS, INC.

No. E.C. 12911 1957 AUG 19 AM 11:36 By *H. Tilgner*

Dr.

In the Matter of the Sale of the Mortgaged Leasehold Estate of
 Wilbur E. Leisner and Mary Lou Leisner, his wife

in ac.

To Attorney for Fee, viz:	75	00	
To Attorney for Commissions, viz:	321	00	396 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 and three copies thereof	18	00	56 00
To Attorney for Expenses, viz:			
Capital-Gazette Press - advertising sale	42	52	
Capital-Gazette Press - order nisi (sale)	8	00	
Capital-Gazette Press - order nisi (acct)	6	00	
U.S. Fidelity & Guaranty Co. -bond premium	42	00	
Alex Cooper - Auctioneer's fee	25	00	
One-half Federal documentary stamps	5	50	
One-half State documentary stamps	5	50	
Hazel E. Morgan - notary fee		50	135 02
To Attorney for Taxes, viz:			
1956 Annapolis City taxes	59	80	
1957 State and County taxes (adjusted)	44	34	104 14
To Attorney for Benefit Charges, viz:			
Metered water to 6/28/57	13	70	13 70
To The American National Building & Loan Association, mortgagee - this balance on account mortgage claim	8,995	14	8,995 14
			9,700 00
Amount of mortgage claim filed	10,315	30	
Cr. Amount allowed above	8,995	14	
Balance subject to decree in personam	1,320	16	

with

J. Purdon Wright, Attorney named in Mortgage

c

1957				
June	28	Proceeds of Sale	9,700 00	9,700 00

				9,700 00
--	--	--	--	----------

ORDER NISI

LIBER 106 PAGE 559

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

In the Matter of the Sale of
the Mortgaged Leasehold Estate

~~VERSUS~~ of

Wilbur E. Leisner

and

Mary Lou Leisner, his wife

No. 12,141

Equity.

ORDERED, This 19th day of November, 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 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
27th day of December next.

George T. Connors, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 24th day of December, 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 ~~same~~ apply the proceeds accordingly with a due proportion
of interest as the same has been or may be received.

*Benjamin Michaelson
Judge*

FILED

1957 DEC 24 PM 2:21

*1957 Nov 19
A.P. 1 57*

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 106 PAGE 560

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 9, 1957

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

Order Nisi Eq. 12,141
Auditor account.

Wilbur E. Leisner

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 3 -----

successive weeks before the 23rd -----

day of December, 1957. The first

insertion being made the 21st ----- day of

November, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By H. T. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 12,141 Equity

In the Matter of the Sale of the Mortgaged Leasehold Estate of WILBUR E. LEISNER and MARY LOU LEISNER, his wife Ordered, this 18th day of November, 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 23rd 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 23rd day of December next.
GEORGE T. CROMWELL, Clerk
True Copy. TEST:
GEORGE T. CROMWELL, Clerk
D-5

FILED

No. 107 C-10-11-43
1957 DEC 10 AM

In the matter of the mortgaged real : No. 12,311 Equity
estate of Alfred Fidazzo and : In the Circuit Court for
Marcia Fidazzo, 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

1

FILED
1957 SEP -9 AM 10:01

PURCHASE MONEY

This Mortgage,

made this

6TH

day of

~~July~~ June

in the year one thousand nine hundred and fifty-six, between

ALFRED FIDAZZO and MARCIA FIDAZZO, his wife of Anne Arundel Co, in t

State of Maryland, hereinafter called Mortgagor(s), and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND, a body corporate, duly incorporated, hereinafter called Mortgagee.

WHEREAS the said Mortgagee has this day loaned to the said Mortgagor(s) the sum of

FIVE THOUSAND EIGHT HUNDRED EIGHTY DOLLARS - - - - - (\$5,880.00)

Dollars, being a part of the purchase money for the property herein described, which said sum the said Mortgagor(s) agree to repay in installments with interest thereon from the date hereof, at the rate of 6 % per annum, in the manner following:

By the payment of FIFTY DOLLARS - - - - - (\$50.00) Dollars plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments for which the property hereinafter described may be legally liable on or before the 29th day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

The said installment payments may be applied by the Mortgagee in the following order:

FIRST: To the payment of interest;

SECOND: To the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, insurance premiums and other charges affecting the hereinafter described premises;

THIRD: Towards the payment of the aforesaid principal sum;

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

And the said Mortgagor(s) shall have the right to pay all or any additional part of the principal on any monthly installment payment date and interest shall abate on any amount so paid on the principal.

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

NOW, THEREFORE THIS MORTGAGE WITNESSETH, that in consideration of the premises and of one dollar, the said mortgagor(s) do grant, convey and assign unto said Mortgagee, its successors and assigns, all those

lot(s) of ground situate and lying in

Third Election District, AnneArundel County, State of Maryland and described as follows:

KNOWN AND DESIGNATED as Lots Nos. 50, 49 and 48 and the northwesternmost 18 feet on Forest Drive, the said 18 feet adjoins Lot No. 48, and extends the full depth of 239 feet, more or less, and of even width throughout, the said lots having a combined frontage on Forest Drive of 90 feet as shown on the plat of Forest Glen, which plat is recorded and filed among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod K, Plat 4.

BEING the same property conveyed to the within-named Mortgagors by John J. Largent and Bethel M. Largent, his wife, by deed of April 26, 1956, ~~with~~ intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

FILED

1957 SEP -9 AM 10:02

2

This loan was made upon the distinct understanding and agreement between the parties hereto that the following items, if any, shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz.: garages; all bathroom accessories, such as tub, lavatory, closet combination, built-in medicine cabinets; all kitchen accessories, such as sink, built-in kitchen units, gas ranges, coal ranges; all cellar accessories, such as laundry trays, heating plant complete with its boiler, radiators, hot water heaters, oil burner, oil tank and circulators, built-in club room with its appurtenances; built-in radio antenna; all lighting fixtures; built-in mantels; and screens for windows and doors. The foregoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the mortgagee as a part of mortgagee's security.

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

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

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

And the said Mortgagor(s), for themselves, their heirs, personal representatives or assigns, covenant with the said Mortgagee, its successors or assigns, as follows:

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

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

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

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

V. That the holder of the mortgage in any action to 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 grant or assignment, by descent, inheritance, operation of law or in any other manner, without the Mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided, at the option of the Mortgagee.

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

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

And the said Mortgagor(s) consent that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Sections 720 to 732, inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898 — or any amendments additions, or supplement thereto — of this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said Mortgagee, its successors or assigns, or by William W. Townshend, Jr., its duly constituted Attorney or Agent under Article 66, Sections 6 to 10, inclusive of the Maryland Code (1939) Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages; and the sale shall be made after giving twenty days' notice of the time, place, manner, and terms of sale in some newspaper printed in the County or City in which the land is situate; and the party selling may also give such other notice as he may deem expedient, and the terms of sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient. And upon any sale of said property, under the assent to decree or the powers herein granted, the proceeds shall be applied as follows:

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

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

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

Half of such commissions and all such expenses and costs shall be paid by the Mortgagor(s) or his, her or their heirs, personal representatives or assigns in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

The said Mortgagor(s) covenant to warrant specially said lot(s) of ground and to execute such other assurances thereof as may be requisite.

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

WITNESS:

Norwood A. Wieneke
NORWOOD A. WIENEKE

Alfred Fidazzo (SEAL)
Alfred Fidazzo

Marcia J. Fidazzo (SEAL)
Marcia Fidazzo

..... (SEAL)

4

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this

6TH

day of ~~July~~ June

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 said County, personally appeared Alfred Fidazzo and

Marcia Fidazzo, his wife,

, the above named Mortgagor(s)

satisfactorily proven to be the person(s) whose name(s) are

subscribed to the within Mortgage,

and acknowledged that they

executed the same for the purposes

therein contained, and also they acknowledged the foregoing Mortgage to be their

act. At the same time also appeared ROBERT C. WARD, President of said Mortgagee, and made oath in due form

of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Norwood A. Wieneke

NOTARY PUBLIC

NORWOOD A. WIENEKE

My Commission expires

5/16/57

Rec'd for record June 7, 1956, at 12:10 P.M.

Booked to *Vol. 31 Townsend, Jr.*

L-3068

WM. W. TOWNSHEND, JR.

Attorney

TOWNS-WORTH BLDG.
ANNAPOLIS, MD.

PURCHASE MONEY
MORTGAGE

FROM

ALFRED FIDAZZO AND

MARCIA FIDAZZO, HIS WIFE

TO

UNITED FEDERAL SAVINGS &
LOAN ASSOCIATION OF
GLEN BURNIE, MARYLAND

Received for record
19... at ...
Same day recorded in ...
No. ...
the Land Records of Anne Arundel County
and examined per
Clerk.
7.50

RECORDED IN LIBER 1034
FOLIO 107
JUN 7 1956
12:10 P.M.
CLERK
GEO. CHOMWELL

William W. Townshend, Jr., Atty.
Towns-Worth Bldg., South St.
Annapolis, Maryland

LIBER 106 PAGE 566

A T T O R N E Y ' S S A L E

OF

VALUABLE IMPROVED REAL ESTATE

no. 12,311 Equity

Under and by virtue of a power of sale contained in a mortgage from Alfred Fidazzo and Marcia Fidazzo, his wife, dated June 6, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1034, Folio 104, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, OCTOBER 1, 1957

at 10:30 a.m.

All that fee simple property situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland,

Known and designated as Lots Nos. 50, 49 and 48 and the northwesternmost 18 ft. on Forest Drive, the said 18 ft. adjoins Lot No. 48, and extends the full depth of 239 ft., more or less, and of even width throughout, the said lots having a combined frontage on Forest Drive of 90 ft. as shown on the plat of Forest Glen, which plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod K, Plat 4.

Being the same property conveyed unto Alfred Fidazzo and Marcia Fidazzo, his wife, by John J. Largent and Bethel M. Largent, his wife, by deed dated April 26, 1956 and recorded among the aforesaid Land Records in Liber G.T.C. 1034, Folio 102.

The above property is improved by a dwelling with modern conveniences.

TERMS OF SALE: A cash deposit of \$500.00 will be required of the purchaser or purchasers at the time and place of sale; the balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

William W. Townshend, Jr., Atty.
Towns-Worth Bldg., South St.
Annapolis, Md.

Robert H. Campbell, Auctioneer

Maryland Gazette Press
September 5, 12, 19 and 26

6
FILED
1957 SEP -9 AM 10:02

In the matter of the mortgaged real : No. 12,311 Equity
estate of Alfred Fidazzo and Marcia : In the Circuit Court for
Fidazzo, his wife : Anne Arundel County

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

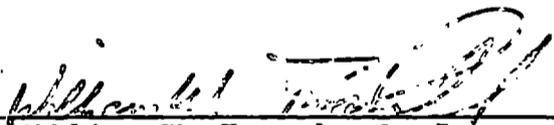
I HEREBY CERTIFY that before me, the subscriber, a Notary
Public of said State, in and for said County, personally appeared
William W. Townshend, Jr., Attorney named in mortgage, and made
oath in due form of law that he knows the defendants herein, and
that to the best of his knowledge, information and belief

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

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

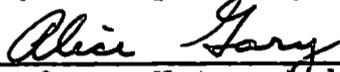
(3) said defendants have not been ordered to report for
induction under The Selective Training and Service Act of 1940 as
amended,

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



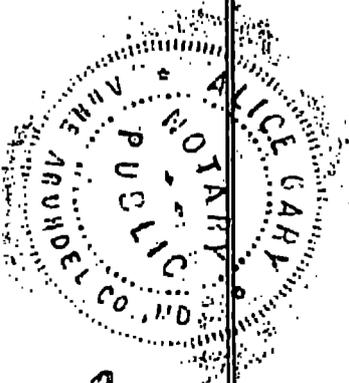
William W. Townshend, Jr.,
Attorney named in mortgage

Subscribed and sworn to before me,
this 20th day of September, 1957.



Alice Gary, Notary Public

My commission expires 5/4/59



FILED

1957 OCT -1 AM 9:47

In the matter of the mortgaged : No. 12,311 Equity
 real estate of Alfred Fidazzo and : In the Circuit Court for
 Marcia Fidazzo, his wife : Anne Arundel County

STATEMENT OF MORTGAGE
 CLAIM

Amount of mortgage from Alfred Fidazzo and
 Marcia Fidazzo, his wife, dated June 6,
 1956 and recorded among the Land Records
 of Anne Arundel County in Liber G.T.C.
 1034, Folio 104 ----- \$5,880.00

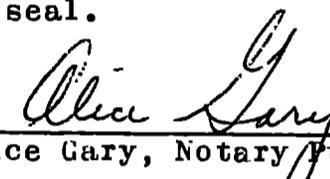
Total amount paid on principal	\$ 145.73	
Credit Expense Account	<u>5.19</u>	<u>150.92</u>
		\$5,729.08
Interest April 1, 1957 to Sept. 1, 1957	114.68	
Interest Sept. 1, 1957 to Oct. 1, 1957	<u>29.63</u>	<u>144.31</u>
Total balance due -----		\$5,873.39

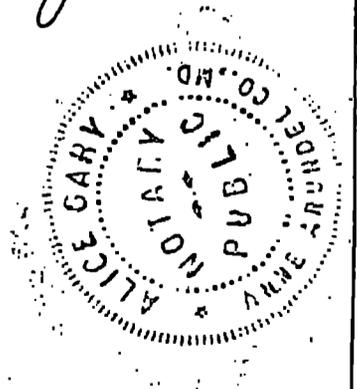

 William W. Townshend, Jr.,
 Attorney named in mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 30th day of September, 1957,
 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 acknowledged the
 foregoing Statement of Mortgage Claim to be true and just to the
 best of his knowledge and belief.

WITNESS my hand and Notarial seal.


 Alice Gary, Notary Public



FILED

1957 **FILED** 1957

1957 OCT -1 AM 9:47

8

New Amsterdam Casualty Company

227 ST PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK

A STOCK COMPANY

No. 12, 311 Equity

BOND NO. 241626

THAT WE, William W. Townshend Jr., of South Street, Annapolis, Maryland, as Principal, and the NEW AMSTERDAM CASUALTY COMPANY, a corporation of the State of New York, with offices in Baltimore, Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of SIXTY-TWO HUNDRED AND 00/100 (\$6200.00) DOLLARS, current money to be paid to the said State of Maryland, or its certain Attorney; to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, successors and assigns, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 26th day of September, 1957.

WHEREAS, by virtue of a power of sale contained in a Mortgage from Alfred Fidazzo and Marcia Fidazzo to United Federal Savings and Loan Association, bearing date on or about the 6th day of June, 1956, the said William W. Townshend Jr, as Attorney, 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 accrued in the payment of the principal and interest aforesaid, and the said William W. Townshend Jr., as Attorney 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 William W. Townshend Jr., does 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.

Witness as to Principal:

Alice Gary

Witness as to Surety:

M.S. Kraus
M.S. Kraus

William W. Townshend Jr. (SEAL)
William W. Townshend Jr.,

NEW AMSTERDAM CASUALTY COMPANY
By *R.H. Nichols*
R.H. Nichols Attorney-in-Fact



FILED

1957 OCT -1 AM 9:47

*Bond approved this 1st day of Oct. 1957.
George T. Cromwell, Clerk*

9

10

LIBER 106 PAGE 570

1957 OCT 4 AM 9:27

Robert H. Campbell

Auctioneer

FILED

William W. Townshend, Jr., Atty.
Towns-Worth Bldg., South St.
Annapolis, Maryland

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

Under and by virtue of a power of sale contained in a mortgage from Alfred Fidazzo and Marcia Fidazzo, his wife, dated June 6, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1034, Folio 104, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, OCTOBER 1st, 1957

AT 10:30 A.M.

All that fee simple property situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland,

Known and designated as Lots Nos. 50, 49 and 48 and the northwesternmost 18 ft. on Forest Drive, the said 18 ft. adjoins Lot No. 48, and extends the full depth of 239 ft., more or less, and of even width throughout, the said lots having a combined frontage on Forest Drive of 90 ft. as shown on the plat of Forest Glen, which plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod K, Plat 4.

Being the same property conveyed unto Alfred Fidazzo and Marcia Fidazzo, his wife, by John J. Largent and Bethel M. Largent, his wife, by deed dated April 26, 1956 and recorded among the aforesaid Land Records in Liber G.T.C. 1034, Folio 102.

The above property is improved by a dwelling with modern conveniences.

TERMS OF SALE: A cash deposit of \$500.00 will be required of the purchaser or purchasers at the time and place of sale; the balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

William W. Townshend, Jr., Atty.
Towns-Worth Bldg., South St.
Annapolis, Md.

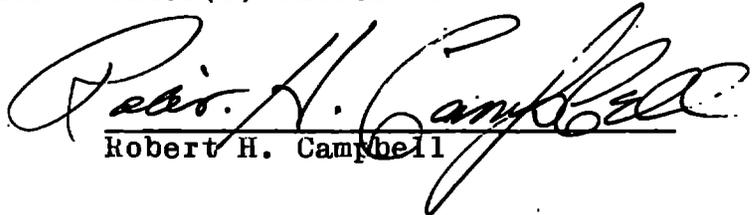
1957 Oct. 4, AM 9:27

Annapolis, Maryland
October 1, 1957

I hereby certify that I have this first day of October, 1957, sold the property known as Lots 50, 49 and 48 and the northwesternmost 18 ft. on Forest Drive, adjoining Lot No. 48, Forest Glen, Third Election District, Anne Arundel County, Maryland, for William W. Townshend, Jr., Attorney, to

United Federal Savings and Loan Association of Glen Burnie
at and for the sum of FIFTY FIVE HUNDRED DOLLARS ---(\$5,500.00)

being then and there the highest bidder(s) therefor.


Robert H. Campbell

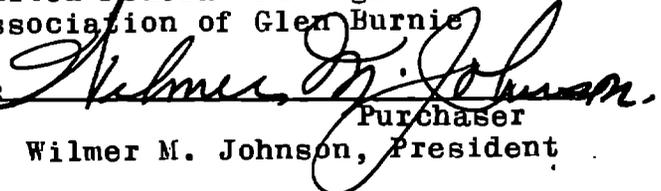
Annapolis, Maryland
October 1, 1957

I/We hereby certify that we have this first day of October, 1957, purchased from William W. Townshend, Jr., Attorney, the property known as Lots 50, 49 and 48 and the northwesternmost 18 ft. on Forest Drive, adjoining Lot No. 48, Forest Glen, Third Election District, Anne Arundel County, Maryland, at and for the sum of

FIFTY FIVE HUNDRED DOLLARS -----(\$5,500.00)

and I/We hereby agree to comply with the terms of sale.

United Federal Savings and Loan
Association of Glen Burnie

By: 
Purchaser
Wilmer M. Johnson, President

Purchaser.

FILED

1957 OCT -4 AM 9:27

In the matter of the mortgaged real : No. 12,311 Equity
 estate of Alfred Fidazzo and : In the Circuit Court for
 Marcia Fidazzo, his wife : Anne Arundel County

To the Honorable, the Judges of said Court:

The Report of Sale of William W. Townshend, Jr., Attorney named in mortgage filed in these proceedings respectfully shows:

That under and by virtue of a power of sale contained in a mortgage from Alfred Fidazzo and Marcia Fidazzo, his wife, dated June 6, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1034, Folio 104, 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 Tuesday, October 1, 1957, at 10:30 o'clock A.M., and then and there sold the said property to United Federal Savings and Loan Association of Glen Burnie, 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 those lots or parcels of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, known and designated as Lots Nos. 50, 49 and 48 and the northwesternmost 18 ft. on Forest Drive, the said 18 ft. adjoins Lot No. 48 and extends the full depth of 239 ft.,

FILED

1957 OCT -4 AM 9:27

more or less, and of even width throughout, the said lots having a combined frontage on Forest Drive of 90 ft., as shown on the plat of Forest Glen, which plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod K, Plat 4.

AND the said Attorney further reports that he has received from the said purchaser a deposit as required by the terms of 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 or purchasers at the time and place of sale; the balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

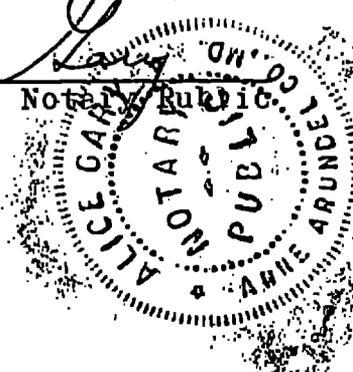
Respectfully submitted,


William W. Townshend, Jr.,
Attorney named in mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this first day of October, 1957, 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 foregoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

WITNESS my hand and Notarial seal.


Alice Gary, Notary Public.


ORDER NISI

LIBER 106 PAGE 574

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF

~~XXXXXX~~
ALFRED FIDAZZO, and
MARCLA FIDAZZO, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,311 Equity

Ordered, this 4th day of October, 1957, That the sale of the property in these proceedings mentioned made and reported by WILLIAM W. TOWNSHEND, Jr., Attorney Named in Mortgage ~~Drostax~~

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

The report states that the amount of sales wa be \$5,500.00

Filed 4 Oct. 1957, 10:10 AM

George T. Cronwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF

~~XXXXXX~~
ALFRED FIDAZZO, and
MARGIA FIDAZZO, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 13th day of November, 1957, that the sale made and reported by the ~~Attorney~~ aforesaid, be and the same is hereby ~~is~~ ^{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~~ ^{Attorney} allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Richardson
Judge.

FILED
57 NOV 14 PM 1:13

OFFICE OF

Maryland Gazette

LIBER 106 PAGE 575

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. 12,311 Equity
In the Matter of the Mortgaged
Real Estate of
ALFRED FIDAZZO, and
MARCIA FIDAZZO, his wife

Ordered, this 4th day of October, 1957, 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 12th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of November next.

The report states that the amount of sale was \$5,500.00.
GEORGE T. CROMWELL, Clerk
True Copy: TEST:
GEORGE T. CROMWELL, Clerk
O-31

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 4, 1957

We hereby certify, that the annexed

Order Nisi Sale
Eq. 12,311

Alfred Fidazzo

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 12th

day of November, 1957. The first

insertion being made the 10th day of

October, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 14417 1957 NOV -4 PM 3:08

By

A. Tilghman

Dr.

in ac.

In the Matter of the Mortgaged Real Estate of Alfred Fidazzo and Marcia Fidazzo, his wife

To Attorney for Commissions, viz:	195 00	
To Attorney for Fee, viz:	100 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	40 00	
Capital-Gazette Press - order nisi (sale)	8 00	
Capital-Gazette Press - order nisi (acct)	6 00	
Speer Publications, Inc. - handbills	13 71	
New Amsterdam Casualty Co. - bond premium	24 80	
Robert H. Campbell - auctioneer's fee	45 00	
One-half Federal documentary stamps	3 03	
One-half State documentary stamps	3 02	
Alice Gary - notary fees	1 50	145 06
To United Federal Savings & Loan Ass'n of Glen Burnie, Maryland, mortgagee - this balance on account mortgage claim	5,031 27	5,031 27
		5,522 83
Amount of mortgage claim filed	5,873 39	
Cr. Amount allowed above	5,031 27	
Balance subject to decree in personam	842 12	

with

William W. Townshend, Jr., Attorney named in Mortgage

Cr.

1957				
Oct.	1	Proceeds of Sale	5,500	00
		Refund 1957 State and County taxes (\$91.31) - 3 months	22	83
				5,522 83

1957 NOV 18 PM 12:03

FILED

In the Matter of the Mortgaged
Real Estate of
~~VERSUS~~
Alfred Fidazzo
and
Marcia Fidazzo, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,311

Equity.

ORDERED, This 18th day of November, 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 23rd 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 23rd day of December next.

George T. Cornwall, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 24th day of December, 1957, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~same~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

*Benjamin Michaelson
Judge*

FILED

1957 DEC 24 PM 2:24

Maryland Gazette

LIBER 106 PAGE 580

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., *December 9*, 1957

We hereby certify, that the annexed _____

Order nisi, Eq. 12,311

auditor account

Alfred Fidazzo

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for *3* _____

successive weeks before the *23rd* _____

day of *December*, 1957. The first

insertion being made the *21st* _____ day of

November, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By

H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 12,311 Equity

In the Matter of the Mortgaged Real Estate of

ALFRED FIDAZZO, and MARCIA FIDAZZO, his wife

Ordered, this 18th day of November, 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 23rd 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 23rd day of December next.

GEORGE T. CROMWELL, Clerk True Copy, TEST:

GEORGE T. CROMWELL, Clerk D-5

FILED

No. M. C. 10974-200 DEC 10 AM 11:43

SAMUEL SCHENKER, ASSIGNEE OF
SPECTOR HOLDING COMPANY, INC.

IN THE

CIRCUIT COURT

VS

FOR

ANNE ARUNDEL COUNTY

DOMINICK BALSOMA and
FRANCES BALSOMA, his wife

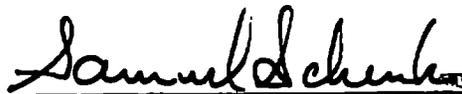
EQUITY NO. 12, 313

.....

ORDER TO DOCKET MORTGAGE

Mr. Clerk:

Please docket this mortgage foreclosure case with the attached copy of the mortgage as Exhibit "A" and Assignment of Mortgage to Spector Holding Company, Inc. as Exhibit "B" and the assignment to Samuel Schenker for the purpose of foreclosure as Exhibit "C".



Samuel Schenker, Assignee
of Spector Holding Company,
Inc.

FILED

1957. SEP -9 AM 10:26

[DR.—CITY OR COUNTY]

LIBER 886 PAGE 30

LIBER 106 PAGE 582

Mortgage

No. 12,313 Equity

THIS MORTGAGE, Made this 3rd day of December, in the year Nineteen Hundred and Fifty-four, by and between Dominic A. Balsoma and Frances Balsoma, his wife,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the said Mortgagor, being a member of the said body corporate, has received therefrom an advance or loan of Fifty-three Hundred Dollars (\$ 5300.00), said advance or loan having been used in part payment of the purchase money for the property hereinafter described; and

WHEREAS, the said Mortgagor being therefore justly indebted unto the Mortgagee for borrowed money in the said principal sum of Fifty-three Hundred Dollars (\$ 5300.00), the said Mortgagor does hereby covenant to repay the same, with interest at the rate of six per centum (6 %) per annum, computed monthly, unto the Mortgagee, or its assigns, at the office of the Mortgagee, or its assigns, in monthly instalments (including principal and interest) of Fifty-three Dollars (\$ 53.00), plus one-twelfth of the annual taxes, water rents, ground rent, if any, insurance premiums, and other public charges and assessments, commencing on the first day of January, 1955, and continuing on the first day of each month thereafter until the principal, interest and such charges as may be imposed upon the said Mortgagor under the by-laws of said body corporate, (which by-laws are hereby referred to and expressly made a part hereof), are fully paid.

The said instalment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rents, assessments or public charges of every nature and description, ground rent, if any, insurance premiums and other charges affecting the hereinafter described premises; and, (3) towards the payment of the aforesaid principal sum.

The said Mortgagor agrees to pay a "late charge" not to exceed four per cent (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

AND WHEREAS, this mortgage shall also secure future advances so far as is legally permissible at the date hereof.

THIS mortgage loan may be prepaid, in whole or in part, and when the amount prepaid equals or exceeds twenty per cent of the original principal amount of the loan, ninety days' interest on the amount prepaid will be charged as a consideration for the acceptance of such prepayment.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and the sum of One Dollar, this day paid, the receipt whereof is hereby acknowledged, the said Mortgagor

does hereby grant, convey and assign unto the said Mortgagee, its successors and assigns, all those lot(s) of ground situate, lying and being in the Third District of Anne Arundel County State of Maryland, and particularly described as follows:

BEING known and designated as Lots Nos. 160, 161, 162, 163 and 164, as shown on Plat #2, Clearwater Beach, which plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-3, Plat 15.

BEING the same lots of ground which, by deed dated June 9, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 838, folio 444, were granted and conveyed by The Clearwater Beach Company to the herein named Mortgagors.



FILED

1957 SEP -9 AM 10:26

Exhibit A

TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures.

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto and to the use of the said Mortgagee, its successors and assigns, forever, in fee simple.

Provided, that if the said Mortgagor, his, her or their heirs, personal representatives, successors and assigns, shall make or cause to be made the payments and perform and comply with the covenants and conditions herein mentioned on his, her or their part to be made and done, then this Mortgage shall be void.

It is agreed that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary, and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced shall be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to.

And the said Mortgagor does further covenant and agree:

1. To repay the indebtedness, together with interest, as herein provided.
2. To keep the improvements on said property in good repair, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies designated by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.
3. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time.
4. To pay all taxes, water rent, ground rent, if any, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate herein agreed to from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with interest thereon.
5. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.
6. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the Mortgagor(s), by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the Mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided, at the option of the Mortgagee.
7. That the whole of said Mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly instalment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days.
8. That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.

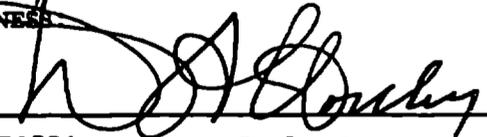
AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagor, his heirs, personal representatives, successors and assigns, may retain possession of the hereby mortgaged property.

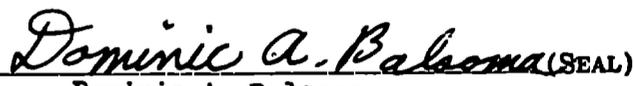
AND the said Mortgagor, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, does hereby (1) declare his assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); and the said Mortgagor does hereby (2) also authorize the said Mortgagee, its successors or assigns, or Harry A. Kohlerman or John O. Dumler, its duly authorized Attorneys, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in the county or city in which the land is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of Seventy-five Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making said sale equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagor, or his assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor, or his assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

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

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

WITNESS


 Witness; D. A. Conley

 (SEAL)
 Dominic A. Balsoma


 Antoinette M. Granese

 (SEAL)
 Frances Balsoma

____ (SEAL)

____ (SEAL)

STATE OF MARYLAND, BALTIMORE CITY

, to wit:

I HEREBY CERTIFY, That on this 3rd day of December, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Frances Balsoma, known to me to be one of

the above-named Mortgagor(s), and she acknowledged the foregoing Mortgage to be her act:

At the same time also personally appeared Carl F. Dockman, the President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said Mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

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



Antoinette M. Granese
Notary Public

Antoinette M. Granese

My commission expires May 2, 1955

STATE OF MARYLAND,

, to wit:

I HEREBY CERTIFY that on this 2 day of DECEMBER, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the aforesaid, personally appeared Dominic A. Balsoma, known to me to be one of the herein named Mortgagors, and he acknowledged the foregoing Mortgage to be his act.

AS WITNESS my hand and Notarial Seal.



D.A. Conroy
Notary Public

My commission expires May 2, 1955

Recorded-8th-Dec.-1954-at-10:10-A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the foregoing photostat is a true copy of a Mortgage as recorded in Liber G.T.C. No. 886, folio 30, one of the Land Record Books for Anne Arundel County.



IN TESTIMONY WHEREOF.

I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 21st. day of August, 1957.

George T. Cromwell, Jr.

George T. Cromwell, Clerk

No. 12, 313 Equity

THIS ASSIGNMENT OF MORTGAGE. Made this sixth day of August, in the year one thousand nine hundred and fifty-seven, by and between THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate, duly incorporated under the Laws of the State of Maryland, party of the first part, and the SPECTOR HOLDING COMPANY, INC., a body corporate, duly incorporated under the Laws of the State aforesaid, party of the second part.

WITNESSETH: That in consideration of the sum of Five Dollars, and other good and valuable considerations, the receipt of which is hereby acknowledged, the said party of the first part does hereby grant and assign, without recourse, unto the said party of the second part, its successors and assigns, all its right, title and interest in a certain Mortgage made to said party of the first part by Dominic A. Balsoma and Frances Balsoma, his wife, dated December 3, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 886, folio 30, and the mortgage debt intended to be secured thereby.

WITNESS the corporate seal of the said party of the first part and the signature of its President hereto.

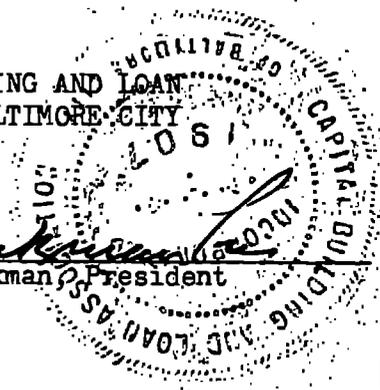
WITNESS:

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

BY

Antoinette M. Granese
Antoinette M. Granese

Carl F. Dockman
Carl F. Dockman, President



STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY that on this sixth day of August, in the year one thousand nine hundred and fifty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Carl F. Dockman, President of The Capital Building and Loan Association of Baltimore City, the herein named Assignor, and he acknowledged the foregoing assignment of mortgage to be the act of said body corporate.

AS WITNESS my hand and Notarial Seal.

FILED

1957 SEP -9 AM 10:26



Antoinette M. Granese
Antoinette M. Granese
Notary Public

My commission expires May 4, 1959

Exhibit B

ASSIGNMENT

LIBER 106 PAGE 587

LIBER 1148 PAGE 50

No. 12313 Equity

Spector Holding Company, Inc., by its President, Symone S. Spector, as attested to by its Secretary, Stanley Paul, does hereby assign the mortgage from Dominic A. Balsoma and Frances Balsoma to Samuel Schenker, Attorney, for the purpose of foreclosure.

WITNESS the corporate seal of the Spector Holding Company, Inc. and the signature of its President hereto this 21st day of August, 1957.

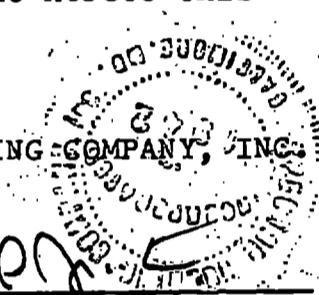
WITNESS:

Stanley Paul
Secretary, Stanley Paul

SPECTOR HOLDING COMPANY, INC.

BY

Symone S. Spector
President, Symone S. Spector



Rec'd for record Sept 3, 1957 at 2:19 P.M.
Mailed to Samuel Schenker

SAMUEL SCHENKER
ATTORNEY AT LAW
150 SOUTH STREET
ANNAPOLIS, MARYLAND

FILED
SEP -9 AM 11:14
8

Exhibit C

Lots 160-161-162-163-164
Flat 2, Clearwater Beach

File No. 12478-T

ASSIGNMENT OF MORTGAGE

FROM
THE CAPITAL BUILDING AND LOAN
ASSOCIATION OF BALTIMORE CITY
TO
SPECTOR HOLDING COMPANY, INC.

AND

FROM
SPECTOR HOLDING COMPANY, INC
TO
SAMUEL SCHENKER, ATTORNEY

Samuel Schenker
~~KOHLERMAN AND DUMLER~~
ATTORNEYS AT LAW
BALTIMORE, MARYLAND
70 N. BLOOMING

400

RECORDED IN
NO. 1148-OLIO 50
GEO. T. CROMWELL, CLERK

Clay
REC'D FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1957 SEP -3 PM 2:19

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

1957 SEP -3 PM 2:19

RECORDED IN LIBER GTC
NO. 1148-OLIO 49
GEO. T. CROMWELL, CLERK

OLD COLONY INSURANCE COMPANY

BOSTON, MASSACHUSETTS

LIBER 106 PAGE 590



No. 12,313 Equity

BOND

ATTORNEY-MORTGAGE-ASSIGNEE

KNOW ALL MEN BY THESE PRESENTS, That we, Samuel Schenker, as Principal, and OLD COLONY INSURANCE COMPANY, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Six Thousand 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, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 5th day of September in the year of our Lord, nineteen hundred and fifty-seven.

WHEREAS, Samuel Schenker, Assignee, by virtue of a power and authority contained in a mortgage from Dominic A. Balsoma and Frances Balsoma, his wife, to The Capital Building and Loan Association of Baltimore City and thereafter assigned to The Spector Holding Company dated the Third day of December in the year of 1954 and recorded among the Land Records of Anne Arundel County in Liber 886, Folio 30 now held in due course of assignment by The Spector Holding Company, Assignee, the said mortgagee, its successors or assigns, or their duly constituted attorney or agent, were empowered to make sale of the lands and premises therein mentioned in case of default in any of its terms, covenants or conditions; and

WHEREAS default has occurred therein by reason of the failure of the said Dominic A. Balsoma and Frances Balsoma, and the said Samuel Schenker is about to exercise said power and to sell said property.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden Samuel Schenker, Assignee, shall well and faithfully perform the trust reposed in him by said power, 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.

Bond approved this 5th day of September 1957

George T. Cromwell, Clerk

FILED

Samuel Schenker (SEAL)
OLD COLONY INSURANCE COMPANY

By: *Edmund F. Foley*
Edmund F. Foley, Attorney-in-Charge

Legal Notice

SAMUEL SCHENCKER
Attorney at Law
150 South Street
Annapolis, Maryland

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Mortgage Sale

Property Located in the
Third Election District of
Anne Arundel County,
State of Maryland in
Clearwater Beach, Anne
Arundel County, Mary-
land

Under and by virtue of the power
of sale contained in a mortgage from
Dominic A. Balsoma and Frances
Balsoma, his wife, dated this 3rd
day of December, 1954, and record-
ed among the Land Records of
Anne Arundel County, in Liber G.
T.C. 880, folio 80 (default having
occurred thereunder), the under-
signed Assignee (said mortgage
having been assigned to said Assign-
ee for purposes of foreclosure) will
offer for sale by public auction, at
the Court House located on Church
Circle, Anne Arundel County, An-
napolis, Maryland, on

**Wednesday, October
2nd, 1957 at 11 A.M.**

The property described in said
mortgage, situate, lying and being
in the Third Election District of
Anne Arundel County, and design-
ated as Lots Nos. 100, 101, 102, 103
and 104, as shown on Plat No. 2,
Clearwater Beach, which plat is re-
corded among the Plat Records of
Anne Arundel County in Plat Cab-
inet 5, Rod F-3, Plat 15.

Being the same lots of ground
which, by deed dated June 9, 1954,
and recorded among the Land Rec-
ords of Anne Arundel County in
Liber J.H.H. No. 835, folio 44,
were granted and conveyed by the
Clearwater Beach Company to Dom-
inic A. Balsoma and Frances Bal-
soma, his wife.

IMPROVEMENTS: The above
property is improved by a dwelling
with modern conveniences.

TERMS OF SALE: A cash de-
posit of 10 per cent of sale price
will be required of the purchaser
at the time and place of sale, bal-
ance of purchase money upon final
ratification of sale by the Circuit
Court of Anne Arundel County,
and to bear interest at 6 per cent
from the date of sale to date of set-
tlement. Taxes and other expenses
and all other assessments to be ad-
justed to date of sale.

SAMUEL SCHENCKER,
Assignee.

George W. Schlic, Auctioneer.

S80

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 3, 1957

We hereby certify, that the annexed

Mortgage Sale

Dominic A. Balsoma

was published in

Evening Capital

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

successive weeks before the 2nd

day of October, 1957. The first

insertion being made the 9th day of

September, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1957 OCT 4 AM 11:21
Dominic A. Balsoma

11

SAMUEL SCHENKER, ASSIGNEE OF
SPECTOR HOLDING COMPANY, INC.

IN THE
CIRCUIT COURT

VS

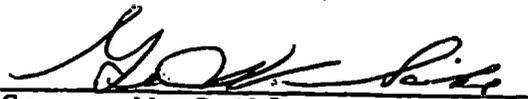
FOR

DOMINICK BALSOMA and
FRANCES BALSOMA, his wife

ANNE ARUNDEL COUNTY
EQUITY NO. 12413

.....
AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 2nd day of October, 1957, sold the property described as Lots Numbers 160, 161, 162, 163 and 164 at and for the sum of \$ 4500.⁰⁰/_{xx}, to Max Schaeffer being at that figure the highest bidder therefore, and I further certify that the sale was fairly made.


George W. Scible
Auctioneer

I hereby certify that I have on this 2nd day of October, 1957, purchased the property described as Lots Numbers 160, 161, 162, 163 and 164, from Samuel Schenker, Assignee of Spector Holding Company, Inc., at and for the sum of \$ 4500.⁰⁰/_{xx}, and I hereby agree to comply with the terms of the sale as set forth in the Evening Capital.

TEST:





FILED
1957 OCT -4 AM 11:21

SAMUEL SCHENKER, ASSIGNEE OF	:	IN THE
SPECTOR HOLDING COMPANY, INC.	:	CIRCUIT COURT
VS	:	FOR
	:	ANNE ARUNDEL COUNTY
DOMINICK BALSOMA and	:	EQUITY NO. 12313
FRANCES BALSOMA, his wife	:	

.....

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Samuel Schenker, Assignee of Spector Holding Company, Inc., of property known as Lots Numbers 160, 161, 162, 163 and 164, Clearwater Beach, Third Election District, Anne Arundel County, Maryland, in the proceeding in said cause mentioned respectfully shows:

That after giving bond with security for the faithful performance, as prescribed by law, and giving notice of the time, place, manner and terms of sale by advertisement in the "Evening Capital", a newspaper published in Anne Arundel County, said advertisement being for more than three weeks before the day of sale, pursuant to said notice, ^{he} ~~they~~ did attend at the Courthouse door in the City of Annapolis, Maryland on Wednesday, October 2, 1957, at 11 A.M., the time and place mentioned in said advertisement; and then and there, in the presence of a number of persons, did proceed to sell at public sale the property mentioned in these proceedings, to wit;

All that property situated at Anne Arundel County, Maryland and described as follows:

The property described in said Mortgage, situate, lying and being in the Third Election District of Anne Arundel County, and designated as Lots Numbers 160, 161, 162, 163 and 164, as shown on Plat #2, Clearwater Beach, which plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-3, Plat 15.

SAMUEL SCHENKER
ATTORNEY AT LAW
180 SOUTH STREET
ANNAPOLIS, MARYLAND

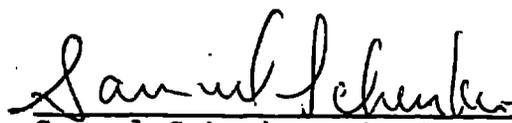
FILED

1957 OCT -4 AM 11:21

Being the same lots of ground which, by deed dated June 9, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 838, folio 444, were granted and conveyed by the Clearwater Beach Company to Dominic A. Balsoma and Frances Balsoma, his wife.

Said property being sold to Max Schaeffer
for the sum of Four thousand five hundred (\$4500.00)
Dollars
/being at that price then and there the highest bidder therefore.
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 are respectfully submitted.

AND AS IN DUTY BOUND, ETC.

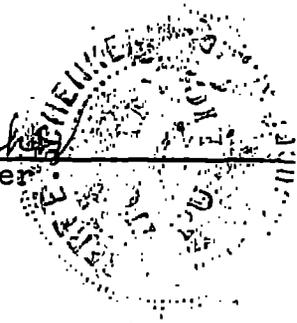

Samuel Schenker, Assignee of
Spector Holding Company, Inc.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 2nd day of October, 1957, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared Samuel Schenker, Assignee of Spector Holding Company, Inc., and made oath in due form of law that the matter and facts set forth in the above report of sale are true as therein set forth and that the sale was fairly made.

AS WITNESS My Hand and Notarial Seal.


Bert E. Schenker
Notary Public



ORDER NISI

LIBER 106 PAGE 595

SAMUEL SCHENKER, Assignee of
Spector Holding Company, Inc.

versus

DOMINICK BALSOMA and
FRANCES BALSOMA, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,313 Equity

Ordered, this 4th day of October, 1957; That the sale of the property in these proceedings mentioned made and reported by SAMUEL SCHENKER, Assignee of Spector Holding Company, Inc.

~~Trustees~~

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

was

The report states that the amount of sales ~~was~~ \$4,500.00 filed 4 Oct. 1957 2:30 Pm.

George T. Cromwell

Clerk.

True Copy,

TEST: Clerk.

(Final Order)

SAMUEL SCHENKER, Assignee of
Spector Holding Company, Inc.

versus

DOMINICK BALSOMA and
FRANCES BALSOMA, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 14th day of November, 1957 that the sale made and reported by the Assignee ~~Trustee~~ aforesaid, be and the same is hereby ~~is~~ 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 ~~Trustee~~ allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaels
Judge

FILED
57 NOV 14 PM 1:16

15

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 106 PAGE 596

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 12.313 Equity
SAMUEL SCHENKER, Assignee
of SPECTOR HOLDING COM-
PANY, INC.

versus
DOMINICK BALSOMA and
FRANCES BALSOMA, his wife

Ordered, this 4th day of October,
1957. That the sale of the pro-
perty in these proceedings men-
tioned made and reported by
SAMUEL SCHENKER, Assignee
of Spector Holding Company, Inc.,
BE RATIFIED AND CONFIRM-
ED, unless cause to the contrary
thereof be shown on or before
the 12th day of November next:
Provided, a copy of this Order be
inserted in some newspaper pub-
lished in Anne Arundel County
once in each of three successive
weeks before the 12th day of No-
vember next.

The report states that the
amount of sale was \$4,500.00.
GEORGE T. CROMWELL, Clerk
True Copy. TEST:
GEORGE T. CROMWELL, Clerk
O-26

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 7, 1957

We hereby certify, that the annexed

Order Nisi

Eq. 12.313

Dominick Balsoma

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 12th

day of November, 1957. The first

insertion being made the 5th day of

October, 1957.

FILED

THE CAPITAL-GAZETTE PRESS, INC.

No. E.C. 147 ¹⁹⁵⁷ NOV 13 PM 3:31

By H. Telghem

1b

Dr.

Samuel Schenker, Assignee of Spector Holding Company, Inc., vs. in ac.
 Dominic Balsoma and Frances Balsoma, his wife

To Assignee for Fee, viz:	75	00		
To Assignee for Commissions, viz:	165	85	240	85
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	34	68		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Old Colony Insurance Co. -bond premium	24	00		
George W. Scible - auctioneer's fee	10	00		
One-half Federal documentary stamps	2	48		
One-half State documentary stamps	2	47		
Bert E. Schenker - notary fee		50	88	13
To Spector Holding Co., Inc., Assignee of the mortgage filed in these proceed- ings - this balance on account mortgage claim	4,175	32	4,175	32
			4,555	80
Amount of mortgage claim filed	5,165	18		
Cr. Amount allowed above	4,175	32		
Balance subject to decree in personam	989	86		

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

Samuel Schenker, Assignee of Spector Holding Company, Inc.

VERSUS

Dominic A. Balsoma and

Frances Balsoma, his wife

No. 12,313

Equity.

1957 NOV 23 AM 9:51

ORDERED, This 23 day of November, 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 6 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 6 day of December January next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 7th day of January, 1958, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the proceeds apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Filed 1958 Jan. 7 Pm 3:21

Benjamin M. Nichols, Judge

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 12,313 Equity SAMUEL SCHENKER, Assignee of Spector Holding Company, Inc.

versus DOMINIC A. BALSOMA, and FRANCES BALSOMA, his wife Ordered, this 23rd day of November, 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 6th 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 6th day of January next.

GEORGE T. CROMWELL, Clerk True Copy, TEST: GEORGE T. CROMWELL, Clerk D-19

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 28, 1957

We hereby certify, that the annexed Order Nisi - Eq. 12,313 Auditor account.

Dominic A. Balsoma

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 6th

day of January, 1958. The first insertion being made the 5th

day of December, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. C. 15423

1957 DEC 30 PM 4:30

H. Tilghman